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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

BUSINESS MEETING

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

3:30 p.m.
WEDNESDAY, AUGUST 25, 2010

Tour of Valencia Campus – 3:30-4:30 p.m.
Closed Session will begin at 4:30 p.m.
Open Session will begin at 6:00 p.m. (public welcome).

1. PRELIMINARY FUNCTIONS
   1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items
   1.2 Tour of Valencia Campus, College of the Canyons
   1.3 CLOSED SESSION
      1.3a Conference with Labor Negotiator (pursuant to Government Code §54957.6)
      Santa Clarita Community College District Representative: Dr. Michael Wilding
      California Schools Employee Association (CSEA)
   1.4 Flag Salute
   1.5 Approval of Agenda ACTION
   1.6 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.)
   1.7 Recognition/Up Close and Personal ORAL
      • Impact of Social Media on Marketing at College of the Canyons
2. **CONSENT CALENDAR**

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

3.1 Approval of Contract Agreement with Boston Reed College for Administrative Medical Assistant Program Through Community Education

3.2 Approval of Instructional Services Agreement Regarding Educational Courses Between the Los Angeles County Sheriff’s Department and the Santa Clarita Community College District

4.1 Approval of Fall 2010 Intercollegiate Competition

4.2 Approval of the Santa Clarita Community College District Cooperative Work Experience Education (CWEE) Local Program Plan

5.1 Approval of Travel Authorizations Schedule T 10/11-4

5.2 Approval of Santa Clarita Community College District Memberships for Fiscal Year 2010-2011

5.3 Approval of Agreement Between Santa Clarita Community College District and Canyons Aquatic Club

6.1 Approval of Notice of Completion for Re-Roofing Student Center, Towsley Hall, & Family Studies, (Lavey Roofing Services)

6.2 Approval of Surplus District Property Other Than Land Under Board Policy 6550

6.3 Approval of Contract for Concrete Testing Services for the Applied Technology Education Center at the Canyon Country Campus (DC Inspections)

6.4 Ratification of Change Orders for Surveillance System for the Dr. Dianne G. Van Hook University Center Construction Project (Data Systems Worldwide, Inc./SARCOM)

7.1 Approval of Personnel Schedule PERS 2010/2011-03

7.2 Approval of Educational Administrator Employment Contract for Division Dean, Allied Health and Public Safety

7.3 Approval of Educational Administrator Employment Contract for Division Dean, Mathematics, Sciences and Engineering

7.4 Approval of Classified Administrator Employment Contract for Assistant Director, Technology Services

7.5 Approval of Educational Administrator Employment Contract for Director, Distance and Accelerated Learning

7.6 Approval of Amendment to the Classified Administrator Employment Contract for Director, Re-entry Programs and Veterans Affairs

8.1 Approval of Agreement Between Santa Clarita Community College District and Computerland of Silicon Valley

3. **INSTRUCTIONAL SERVICES**

   See Consent Calendar.

4. **STUDENT SERVICES**

   See Consent Calendar.

5. **BUSINESS SERVICES**

   See Consent Calendar.
6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**
   6.5 Approval of Change Order for the Applied Technology Education Center Construction Project at the Canyon Country Campus
   6.6 Approval of Contract for Pre-Construction Services for the Administration/Student Services Building (gkkworks)

7. **HUMAN RESOURCES**
   7.7 Adoption of Santa Clarita Community College District’s Contract Re-Opener Proposal with the California School Employees Association, Chapter 725 (CSEA) for FY 10/11
   7.8 Presentation of Santa Clarita Community College District Contract Re-Opener Proposal with the College of the Canyons Part-Time Faculty United AFT, Local 6262, for 2010/11
   7.9 Public Hearing on the Part-Time Faculty United AFT Local 6262 Contract Re-Opener Proposal with the Santa Clarita Community College District for 2010/2011

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

9. **POLICIES AND PROCEDURES**
   None.

10. **GENERAL**
    10.1 Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items

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

12. **ANNOUNCEMENT OF NEXT BUSINESS MEETING**
    Wednesday, September 8, 2010 – Business Meeting, Closed Session 4:30pm, Open Session 6:00pm, Board Meeting Room, Hasley Hall 137 (HSLH-137), College of the Canyons.

**AND ADJOURNMENT**
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Contract Agreement with Boston Reed College for Administrative Medical Assistant Program Through Community Education

ACTION/CONSENT X
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
The Boston Reed College is a virtual college offering a preset program of learning in Administrative Medical Assistant skills through Community Education departments throughout the California Community College system. Boston Reed provides marketing, instructors, an information meeting, and 96 hours of curriculum. Community Education has elected to offer the program over eleven weeks.

According to Economic Modeling Specialists, Inc. (EMSI), employment for medical secretaries in a fifty mile radius from the college is expected to increase 17.45 percent from 2009 to 2015 with a median hourly wage of $14.74.

Community Education is pleased to offer this short term vocational program to equip individuals for employment without spending a great deal of time or money in college. This program is an example of how Community Education is a viable part of the California Community College mission.

There are no fiscal implications to Community Education or the district. Community Education stands to earn $705 per registered student after Boston Reed is paid. Copies of the Agreement are available upon request from the Community Education office.

FISCAL IMPLICATIONS:
None.

RECOMMENDATIONS:
Move approval of contract agreement with Boston Reed for Administrative Medical Assistant Program through Community Education.

Submitted by: Gina M. Bogna

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Mitji Capet
Asst Supt/VP, Instruction
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

1. Scope of Service. Contractor will conduct class entitled Medical Assistant - Administrative, which includes in part, training to manage a medical office(s) including doctors office, dental office, clinics or medical supply companies as follows:

   Class Date(s): Mondays, Wednesdays, and Fridays; October 4, 2010 - December 15, 2010
   Class Time: 6:00PM to 9:30PM
   Total Sessions: 32 sessions over 11 weeks
   Total Program Hours: 96
   Class Fee per Student: $1775.00 (includes textbooks), not to exceed 35 students

Contractor will take roll, collect any walk-in registration fees and remit such fees with completed roll sheet(s) to Community Education within two (2) business days. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. Contractor shall commence providing services under this Agreement on October 4, 2010, and will diligently perform as required and complete performance by December 15, 2010.

3. Compensation and Invoicing.

   a. Compensation and Invoicing. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a fee not to exceed One Thousand Seventy Dollars ($1070.00) per student from fees collected, and not to exceed a fee total of Thirty Seven Thousand Four Hundred Fifty Dollars ($37,450.00). District shall pay Contractor after District’s Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

   b. Material Fee. This class (check one) ☒ does not have a material fee ☐ does have a material fee in the amount of Zero ($0.00) per student. District shall collect the material fee from the student and, upon receiving receipts or other documentation from Contractor satisfactory to the District, District shall reimburse Contractor such material fees in an amount not to exceed the amount of material fees actually collected.

4. Fingerprinting. Prior to the start date, and during the entire term of this Agreement, Contractor, including all Contractor employees and subcontractors, if applicable, performing services pursuant to the “Scope of Services” paragraph above, shall fully comply with the provisions of the Education Code Section 45125.1 by obtaining a background fingerprint clearance, at Contractor’s expense, and providing documentation of such compliance to the District.
5. **Materials and Expenses.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for all performance or nonperformance occurred at the direction of or was caused by Contractor, of its duties and responsibilities under this Agreement. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, 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, 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.

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

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

9. **Copyright/Trademark/Patent.**
   a. **Matters Produced Under this Agreement.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
   b. **Contractor Use of Other Copyright/Trademark/Patent Materials.** Contractor is responsible for arranging and paying for all rights and copyrights necessary for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

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

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

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

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

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

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

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

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

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

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

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

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

**To the District:**

Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA  91355  
Attn:  Gina M. Bogna  
Email:  gina.bogna@canyons.edu  
Tel:  661-362-3376  
FAX:  661-287-3425

**To the Contractor:**

Boston Reed College  
2799 Napa Valley Corporate Dr  
Napa, CA  94558  
Attn:  danab@bostonreed.com  
Email:  Dana Bernard  
Tel:  (707)307-5018  
FAX:  (707)307-5017

21. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
22. **Validity and Enforceability.** In accordance with Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted.

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

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

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

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

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

      (2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;

      (3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.(2) above, of this certification;

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

      (5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and

      (6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, parties hereby agree.

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**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**BOSTON REED COLLEGE**

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**IN WITNESS WHEREOF,** parties hereby agree.
BACKGROUND / ANALYSIS:
College of the Canyons has offered training courses affiliated with the Los Angeles County Sheriff’s Department for approximately 26 years. These courses serve as an excellent complement to our other Administration of Justice courses. In more recent years, the College has expanded affiliation courses, or courses offered through Instructional Service Agreements (ISA) as they are commonly referred to today. In addition to the Los Angeles County Sheriff’s Department, the College now has Instructional Service Agreements with the Los Angeles County Fire Department, Los Angeles County District Attorney’s Office (LADA), and the Los Angeles Police Department (LAPD).

At the June 23, 2010 Board meeting, a contract extension was approved by the Board while legal contract language was still being negotiated. Those negotiations were successful and the agreement with the Los Angeles County Sheriff’s Department is now being renewed. The previous agreement was dated August 14, 2005. This agreement will be in effect from August 25, 2010 to June 30, 2015. In this revised agreement, the reimbursement rate is being increased from $2.50 per contact hour to $3.00 per contact hour. This increase makes the rate consistent with the rate currently in place with the Los Angeles County District Attorney’s Office, Los Angeles Police Department, Los Angeles County Fire Department, and the Los Angeles County Lifeguards.

The agreement with the Los Angeles County Sheriff’s Department is available from the Instruction Office upon request.

FISCAL IMPLICATIONS:
The gross amount in FTES earned will be about $488,000; the cost to the agency plus enrollment fees ($26/unit) is $230,000; thus, the net income from this training agreement is estimated to be $258,000 for 2010/11 and is included in the Tentative Budget.

RECOMMENDATIONS:
Move to approve Instructional Service Agreement Regarding Educational Courses between the Los Angeles County Sheriff’s Department and Santa Clarita Community College District.

Submitted by:
Dr. Mitjl Capet

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

Recommended by:
Dr. Mitjl Capet
Asst. Supt/VP, Instruction
July 29, 2010

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

Dear Assistant Superintendent:

Affiliation Agreement Regarding Educational Courses

Attached please find one (1) original, signed agreement for the above program.

The affiliation agreement regarding educational courses has been approved and signed by the Sheriff and approved as to form by our County Counsel. Please forward a final copy to Contract Law Enforcement Bureau Attn: Patty Reyes, ASM I, 4700 Ramona Boulevard, Room #214, Monterey Park, CA 91754.

If you have any questions, please contact Manager Patty Reyes at (323) 526-5746. Thank you for your assistance in this matter.

Sincerely,

LEROY D. BACA, SHERIFF

Bruce A. Fogarty, Captain
Contract Law Enforcement Bureau
AFFILIATION AGREEMENT
REGARDING EDUCATIONAL COURSES
BETWEEN
LOS ANGELES COUNTY SHERIFF’S DEPARTMENT
AND
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
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AFFILIATION AGREEMENT REGARDING EDUCATIONAL COURSES

BETWEEN

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

AND

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT (the “Agreement”) is dated and effective July 1, 2010 (“Effective Date”) between Los Angeles County, a municipal corporation organized and existing under the laws of the State of California, acting by and through its Los Angeles County Sheriff’s Department (“Agency”) and Santa Clarita Community College District, a California community college district and political subdivision of the State of California (“District”). Agency and District are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the Agency conducts courses, in conjunction with the District that provide additional advanced training, and which are approved by the Commission on Peace Officer Standards And Training (P.O.S.T.). Classes will be offered in various formats depending on the subject matter being taught. All courses are designed for entry level and advanced Agency personnel; and

WHEREAS, the Agency desires to affiliate with the District in order to have such educational training courses approved for college credits through the District; and

WHEREAS, the District is an accredited, educational institution empowered to grant college credits for educational training courses; and

WHEREAS, the District has conducted a job market study of the labor market area which results justify the proposed vocational education program pursuant to Education Code section 78015.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree as provided in this Agreement.
AGREEMENT

1. RESPONSIBILITIES OF DISTRICT

   A. Educational Courses. The District will offer, at the location(s) specified by the Agency, mutually agreed upon and approved educational courses to meet the needs of the Agency. The parties agree that this location shall be clearly identified as being open to the general public. Enrollment in the courses shall be open to any persons who have been admitted to the college and have met any applicable prerequisites.

   B. District Review of Instructors and Material. The District will routinely review the qualifications of the training instructors, referred to as “On-Site Supervisors” and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the District. The On-site Supervisors shall meet the minimum qualifications for instruction in vocational subjects in a California community college and for other similar courses given at the District. The District shall have the primary right to control and direct the instructional activities of the On-site Supervisors. The District shall, as an element of the costs it incurs, provide an orientation for the instructors, instructors’ manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services the District would provide to its hourly instructors on campus. Each On-Site Supervisor shall complete the contract that is attached hereto as Exhibit A, which shall be approved by the District prior to commencing instructional services.

   C. Student Registration Assistance. Students who receive instruction pursuant to this Agreement shall be enrolled in the District, and the instruction provided shall be under the control and management of the District’s Board of Trustees. The agency shall not charge students who receive instruction pursuant to the Agreement any additional tuition, fees, or charges of any kind. The attendance of students pursuant to this Agreement shall be credited to the District for purposes of receiving apportionment from the State. The District will, as an element of the costs it incurs, assist the Agency in student registration procedures, associated paperwork, and other support services to manage the Agency’s course curriculum.

   D. Equipment Assistance. The District will provide, as an element of the costs it incurs, equipment assistance, materials and other support that are routinely provided for students enrolled in a lecture or laboratory setting approved by the District, including but not limited to projectors, screens, and white boards, etc.

   E. Use of Facilities Free of Charge. The District, as an element of the costs it incurs, will provide the use of its facilities, free of charge, for use by the Agency, on an
as-needed, space available basis for Agency programs. To the extent possible, the District will provide these facilities during normal business hours.

F. **Facilities.** The District will ensure that facilities made available to the Agency meet all applicable federal, state, and local health regulations and that the facilities are adequate for the Agency’s courses offered and the number of students projected to attend.

G. **District Jurisdictional Boundaries.** The District will seek the necessary approvals from the applicable community college district if the courses contemplated by this Agreement are scheduled to occur outside of the District’s jurisdictional boundaries. The Agency acknowledges that classes held outside of the District’s jurisdictional boundaries require the approval of the hosting community college district.

2. **RESPONSIBILITIES OF AGENCY**

A. **Agency Support.** Except for the assistance provided by the District as described in Section 1.C., D., and E., above, the Agency will provide support staff, equipment, materials, day-to-day management support, on-site supervision, and other related services necessary to conduct the educational courses and programs offered under this Agreement.

B. **Compliance with Title 5; On-Site Supervisors.** The Agency shall designate one or more members of its training staff as responsible for ensuring that each course offered complies with Title 5 of the California Code of Regulations (Cal. Code Regs., tit.5, § 51006 et seq. (“Title 5”)). The Agency shall ensure the Agency’s on-site supervisors timely execute on-site supervisor agreements, attached hereto and incorporated herein as Exhibit A to this Agreement (“On-Site Supervisor”).

C. **Change in On-Site Supervisors.** The Agency shall notify the District within five (5) days of any change in designation of an On-Site Supervisor. The Agency shall also provide the District with the information necessary to execute a replacement On-Site Supervisor Agreement, which shall be executed without undue delay by either Party.

D. **Approval of Course Material.** The Agency shall provide the District with all course information necessary for the District to determine if a specific course meets the requirements for college credit, and is thus approved by the District as a course to be offered under this Agreement. The Agency must provide the information to the District as soon as practicable prior to commencement of each fiscal year, or as soon as the information is available if the course is developed after commencement of the fiscal year.
E. **Student Enrollment Information.** The Agency shall provide the District with all necessary application, enrollment, and grade information for students enrolled in the training program. Records of student attendance and achievement will be maintained by the Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District. This information shall be provided to the District no later than ten (10) working days from the closing date of each class session submitted for reimbursement under this Agreement.

F. **Use of Payment for Support Services.** The Agency shall use payments received for support services, as specified in Section 5 below, for educational and training related expenditures as they pertain to the Agency’s training program. The Agency shall have the discretion of how the support is directed.

G. **Compliance with District Policies.** The Agency warrants that any courses or training programs conducted on or in District facilities will comply with all District policies and administrative procedures and that the Agency will ensure that its On-Site Supervisor complies with all District policies and administrative procedures.

3. **JOINT RESPONSIBILITIES**

A. **Annual Planning Meeting.** The Parties agree to meet and confer not later than July 30 of each fiscal year regarding the type of courses and training to be offered, the scheduling of the courses to be offered, and the type of facilities that will be needed for the training. The decisions reached shall be memorialized and attached to this Agreement as Exhibit B – **Prospective Training Schedule.** Each Party agrees to use its best efforts to achieve a training schedule that is comprehensive and detailed.

B. **Good Faith Efforts.** The Agency and the District shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

C. **Approval of Curriculum.** The District and the Agency must mutually work to assure that the courses contemplated by this Agreement are approved by the District’s curriculum committee as meeting Title 5 course standards and that the District’s Board of Trustees has approved the courses. The District shall notify the Agency in writing of whether a course meets the requirements for course credits. If the course does meet the District’s requirements, the District will process it as a course offered for college credit under this Agreement. The Agency shall provide the District with the course information not less than **thirty (30)** days prior to the commencement of the course in order to ensure adequate time to meet the necessary course requirements. The District shall provide the written
notice within **thirty (30) days** of receipt of the course information provided by
the Agency under Section 2.C., above.

D. **Community College District Standards.** The Agency shall coordinate with the
District to ensure that all personnel, equipment, and materials used in carrying out
the parties' responsibilities under this Agreement conform to State of California
mandated standards governing instructional programs for community colleges.

E. **Student Enrollment Information.** As required by 5 CCR Section 55630(c), the
District and the Agency shall document that as to each course, they have
determined: 1) the enrollment period; 2) student enrollment fees; 3) the number of
class hours sufficient to meet the stated performance objective; 4) how
supervision and evaluation of students will occur; and 5) the process for
withdawal of students prior to course or program completion.

F. **Ancillary and Support Services.** As required by 5 CCR Section 55630(d), the
District and the Agency will insure that the District provides ancillary and support
services such as counseling, guidance and placement services to the students.

G. **Compliance with Title 5 and Education Code.** The Agency and the District shall
conduct all aspects of this Agreement in accordance with all applicable sections of
Title 5, including but not limited to Sections 51006, 53410, 53410.1, 55002,
55005, 55230, 55232, 58051c-g, 58051.5, 58055, 58056, 58058(b), 58100, 58102,
58104, 58106, Education Code Section 78015 and guidelines for institutional
service agreements between community colleges and public agencies as published
by the Chancellor's Office of the California Community Colleges.

4. **RATE OF PAYMENT FOR SERVICES**

   A. **Calculation of Fee.** In consideration for the materials and equipment provided
and support services rendered, the District shall pay to the Agency a fee based on
the number of personnel trained ("Fee"). The Fee represents a reimbursement of
the Agency's direct and indirect costs and is set at:

   $3.00 per student per contact hour for all training ending on June 30, 2015.

   If the Agency exercises its option to extend the term of this Agreement, pursuant
to Section 8 below, the Parties agree to review the Fee. Any adjustment to the
Fee shall be incorporated into the amendment extending the term of the
Agreement.

   B. **"Over Cap" or "Unfunded Growth".** It is understood by the District and the
Agency that should the District be in an "over cap" or "unfunded growth"
situation wherein the District is generating more student enrollment than the
California Community College funding formula will provide revenue for, the District and the Agency shall work in good faith to make necessary adjustments to the payment for services provisions of this Agreement. Specifically, the District may reduce the number of student contact hours upon which it pays the Fee in direct proportion to the reduction in revenue the District experiences because of an “over cap” or “unfunded growth” condition.

C. Enrollment Levels. The District shall inform the Agency within five (5) working days that the District has reached eighty percent (80%) of the enrollment levels that may lead to an “over cap” or “unfunded growth” situation.

5. METHOD OF PAYMENT

A. Payments Subject to State Verification. All payments required under this Agreement are subject to verification by the Chancellor’s Office of the California Community Colleges and other appropriate State of California agencies and Agency audit entities. Classes offered under this Agreement, which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement. Payment for services will be limited to courses that qualify for college credit, as determined by the District, pursuant to Section 3.B, above.

B. The District shall pay the Agency two (2) payments for each fiscal year, as specified below.

1. Initial Payment

   a. On or before January 30 each year, Agency shall submit to the District an invoice for the estimated payment due based on Agency’s records of the number of student contact hours for courses taught during the immediately preceding months of July through December.

   b. The District shall remit payment to the Agency within thirty (30) days of receipt of Agency’s invoice provided that the District’s records of the number of student contact hours for courses taught during the immediately preceding months of July through December agrees with those of the Agency and the Agency’s invoice is accurate.

   c. The District shall transmit the initial payment with a written report that provides details explaining any variation between the Agency’s invoice and the District’s payment. The District shall also provide the Agency with source data and associated...
developmental documentation that supports the number of courses and students taught the number of student contact hours, and applicable student fees.

2. **Final Payment**

   a. On or before July 15 of each year, the Agency shall submit to the District an invoice for the estimated payment due based on Agency’s records of the number of student contact hours for courses taught during the immediately preceding months of January through June.

   b. The District shall remit payment to the Agency within thirty (30) days of receipt of Agency’s invoice provided that the District’s records of the number of student contact hours for courses taught during the immediately preceding months of January through June agrees with those of the Agency and the Agency’s invoice is accurate.

   c. The District shall transmit the final payment along with a written report including an explanation of any variance between the Agency’s invoice and the District’s payment. The District shall also provide the Agency with source data and associated developmental documentation that support the number of courses taught, the number of students taught, the number of student contact hours, and applicable student fees.

6. **LIABILITY**

   The DISTRICT and the AGENCY agree that each will assume the full liability imposed by law upon it or any of its officers, agencies, or employees for injury or damage caused by its negligent or wrongful act or omission occurring in the performance of this Agreement. Each party further agrees for itself, its officers, agencies, employees, contractors, consultants, licensees, invitees, and volunteers to defend with counsel reasonably acceptable to the indemnified party, to indemnify and to hold the other harmless from any and all liability, actual or alleged, including court costs and reasonable attorney’s fees, which may arise from the acts or omissions of the indemnitor or its aforesaid affiliates of any tier.

   In the event that third-party loss is attributed to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties of by a court of competent jurisdiction.
This mutual indemnification shall survive termination of this contract or final payment therefore.

7. INSURANCE REQUIREMENTS OF AGENCY

A. Without limiting the Agency’s indemnification obligations, the Agency will obtain all necessary insurance or self-insurance as required herein at the Agency’s sole cost and expense. The Agency must maintain the insurance policies in full force and effect throughout the term of this Agreement with the following limits.

B. The following insurance policies are to be provided:

1. Comprehensive or Commercial General Liability Insurance. This policy shall be written on an “occurrence” basis with limits of not less than Two Million Dollars ($2,000,000) per occurrence. The policy shall provide bodily injury, property damage, personal injury, and advertising injury coverage, as well as products and completed operations, and contractual liability coverage.

2. Business or Commercial Automobile Liability Insurance. This policy shall be written on an “occurrence” basis with limits of not less than One Million Dollars ($1,000,000) per accident. It must cover owned, hired, and non-owned motor vehicles, with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000) as well as provide coverage for uninsured and underinsured motorists.

3. Worker’s Compensation. This policy shall be in the statutorily established amount as set by the State of California.

C. Proof of Insurance. Agency must provide Certificates of Insurance and the endorsements listed above prior to District’s execution of the Agreement and the beginning of work.

D. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by District and are the responsibility and liability of Agency.

8. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. Term and Extensions. This Agreement shall commence on the Effective Date and shall continue in effect until and including June 30, 2015 (“Term”). This Agreement may be extended for additional periods of one fiscal year (July 1 through June 30) or a portion thereof, for a maximum of five (5) additional years, upon mutual agreement in writing between the Parties.
B. **Termination.** Either Party may terminate this Agreement at anytime, with, or without cause, upon written notice given to the other Party at least one hundred twenty (120) days prior to the date specified for the termination. But, termination may not occur without the completion of each training program that is currently in progress. In the event of termination, each Party shall fully pay and discharge all obligations in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. In the event of termination, each Party shall fully pay and assign college credit in favor of the other Party accruing prior to the termination date.

9. **AGENCY AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION**

A. **Full Authority.** Each Party warrants to the other that it has full authority to administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. **Access to Documents.** Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. The Parties agree that inspection of records is subject to applicable law recognizing the privacy rights of students and/or employees. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.

C. **Audit.** The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than 5 years after termination of this Agreement.

10. **OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM**

All writings, documents, illustrations, or any other works of authorship fixed in any tangible medium of expression prepared by District or Agency and its On-Site Supervisor shall be and shall remain the property of the party who prepared the writing.

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

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

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

**Agency:**
Los Angeles County Sheriff’s
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

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

12. **WAIVER**

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

13. **APPLICABLE LAW, VENUE, INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Los Angeles County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either party.

14. **SEVERABILITY**
If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

15. ASSIGNMENT

Neither Party may assign or transfer any or all of Parties' rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

16. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

17. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The Parties further understand that harassment of any student or employee of the District with regard to race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

18. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the District only after it has been approved or ratified by the Board of Trustees of the Santa Clarita Community College District as evidenced by a motion duly passed and adopted by the Board Trustees.

19. AGREEMENT

This writing and any amendments thereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the Agency and District. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The Agency acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the District.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Board of Trustees of the Santa Clarita Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and Agency has caused the same to be subscribed in its behalf by its duly authorized officer.

Agency

By  Los Angeles County Sheriffs Department

Print Name  Leroy D. Baca

Title  Sheriff

Date  7/28/10  Lee Baca

Santa Clarita Community College District

By  

Print Name  MITJL CAPET

Title  ASSISTANT SUPERINTENDENT/VP - INSTRUCTION

Date  8-2-10  

Santa Clarita Community College District - Agency
Affiliation Agreement re Educational Courses
AGENDA
CATEGORY STUDENT SERVICES

ITEM/TITLE Approval of Fall 2010 Intercollegiate Competition

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:

Beginning in February 2010, the Board elected to provide prior approval for expenses and travel related to intercollegiate athletic competition on a per season basis. Consequently, per Board policy, travel associated with Fall intercollegiate athletic competition is being presented for consideration.

If passed, this Board item will constitute such approval of travel to Fall, 2010, off campus practice, away games, and post season competition, not to exceed the available district budget balances. The away competition schedule for the athletic teams is attached for review.

FISCAL IMPLICATIONS:
Funding for intercollegiate athletic travel is included in the 2010-11 budget.

RECOMMENDATIONS:
Move approval of Fall 2010 Intercollegiate competition as noted in this item.

Submitted by: Michael Wilding

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

Recommended by:

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

From August 25, 2010 to January 31, 2011 the following are the scheduled away games:

<table>
<thead>
<tr>
<th>Team</th>
<th>Away Game</th>
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<tbody>
<tr>
<td>Volleyball</td>
<td></td>
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<tr>
<td>8/28/10</td>
<td>San Luis Obispo</td>
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<tr>
<td>9/8/10</td>
<td>Irvine Valley College</td>
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<tr>
<td>9/10/10</td>
<td>at Torrance</td>
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<tr>
<td>9/17-18/10</td>
<td>San Diego</td>
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<tr>
<td>9/24/10</td>
<td>Antelope Valley College</td>
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<tr>
<td>9/28/10</td>
<td>Hancock College</td>
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<tr>
<td>10/8/10</td>
<td>Bakersfield</td>
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<tr>
<td>10/19/10</td>
<td>Glendale</td>
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<tr>
<td>10/26/10</td>
<td>Glendora</td>
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<tr>
<td>11/5/10</td>
<td>Woodland Hills</td>
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<tr>
<td>11/9/10</td>
<td>Culver City</td>
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<tr>
<td>11/16/10</td>
<td>Santa Monica</td>
</tr>
<tr>
<td>11/23/10</td>
<td>Regionals - TBA</td>
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<tr>
<td>11/27/10</td>
<td>Regionals - TBA</td>
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<tr>
<td>12/3-5/10</td>
<td>State Tournament - Pasadena</td>
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<tr>
<td>Men’s Basketball</td>
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<tr>
<td>11/12/10</td>
<td>Saddleback</td>
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<tr>
<td>11/18-20/10</td>
<td>Toyota Classic @ Irvine</td>
</tr>
<tr>
<td>12/3-5/10</td>
<td>Rancho Vista Classic @ Antelope Valley</td>
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<tr>
<td>12/17-19/10</td>
<td>West Hills Holiday Classic @ West Valley</td>
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<tr>
<td>1/5/11</td>
<td>West LA</td>
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<tr>
<td>1/19/11</td>
<td>Santa Monica</td>
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<td>1/22/11</td>
<td>Glendale</td>
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<td>2/5/11</td>
<td>Bakersfield</td>
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<tr>
<td>2/9/11</td>
<td>LA Valley</td>
</tr>
<tr>
<td>2/19/11</td>
<td>Citrus</td>
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<tr>
<td>2/25-26/11</td>
<td>So. Cal. Regional Playoffs - TBD</td>
</tr>
<tr>
<td>3/2/11</td>
<td>So. Cal. Regional Playoffs - TBD</td>
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<tr>
<td>3/5/11</td>
<td>So. Cal. Regional Finals – TBD</td>
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<tr>
<td>3/12-13/11</td>
<td>State Finals - TBD</td>
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### Background/Analysis (cont'd):

<table>
<thead>
<tr>
<th>Sport</th>
<th>Dates</th>
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<tbody>
<tr>
<td><strong>Women’s Soccer</strong></td>
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<tr>
<td></td>
<td>8/17/10 Master’s Scrimmage – Master’s College</td>
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<td></td>
<td>9/2/10 De Anza College</td>
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<tr>
<td></td>
<td>9/4/10 Diablo Valley College</td>
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<tr>
<td></td>
<td>9/14/10 Chaffey College</td>
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<tr>
<td></td>
<td>10/1/10 LA Mission College</td>
</tr>
<tr>
<td></td>
<td>10/5/10 LA Valley College</td>
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<tr>
<td></td>
<td>10/12/10 Santa Monica College</td>
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<tr>
<td></td>
<td>10/19/10 Bakersfield College</td>
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<tr>
<td></td>
<td>10/22/10 Pierce College</td>
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<tr>
<td></td>
<td>11/2/10 Citrus College</td>
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<td></td>
<td>11/9/10 Glendale College</td>
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<tr>
<td></td>
<td>11/20/10 Regional 1st round - TBA</td>
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<td></td>
<td>11/23/10 Regional 2nd round - TBA</td>
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<td></td>
<td>11/27/10 Regional Finals - TBA</td>
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<tr>
<td><strong>Women’s Golf</strong></td>
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<tr>
<td></td>
<td>8/29/10 South Coast Tournament @ Olivas Links</td>
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<td></td>
<td>8/30/10 WSC Neutral Site @ Olivas Links</td>
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<td></td>
<td>9/3-4/10 Desert Classic - TBA</td>
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<td></td>
<td>9/13/10 Santa Barbara College @ Ranch Course</td>
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<td>9/20/10 Citrus College - TBA</td>
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<td></td>
<td>9/27/10 Bakersfield - TBA</td>
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<td></td>
<td>10/3-4/10 North South Tournament @ Morro Bay</td>
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<td></td>
<td>10/11/10 Glendale College @ Oakmont Country Club</td>
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<tr>
<td></td>
<td>10/25/10 WSC Neutral Site @ River Course</td>
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<tr>
<td></td>
<td>10/31 and 11/1/10 WSC Conference Finals @ Olivas Links</td>
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<tr>
<td></td>
<td>11/8-9/10 Southern California Championships @ River Course</td>
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<tr>
<td></td>
<td>11/15-16/10 State Championships - TBA</td>
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<tr>
<td><strong>Football</strong></td>
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<tr>
<td></td>
<td>9/4/10 Antelope Valley</td>
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<td></td>
<td>9/11/10 Mt. SAC</td>
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<td></td>
<td>9/25/10 East LA</td>
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<td>10/23/10 Hancock College</td>
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<td>11/13/10 Bakersfield</td>
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### Background/Analysis (cont'd):

<table>
<thead>
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<th>Sport</th>
<th>Dates</th>
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<tbody>
<tr>
<td><strong>Men’s Soccer</strong></td>
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<tr>
<td></td>
<td>8/20/10 East LA College</td>
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<td>9/10/10 Santa Rosa College</td>
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<td>9/11/10 Cosumnes River</td>
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<td>10/5/10 Glendale College</td>
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<td>10/12/10 Citrus College</td>
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BACKGROUND / ANALYSIS:

The California Community Colleges Board of Governors initially authorized Cooperative Work Experience Education (CWEE) in December 1969 through the adoption of Title 5 regulations. The workplace and circumstances of work have changed markedly during the 40-year history of CWEE. To address these changes, the California Community Colleges Statewide Advisory Committee on Work-Based Learning and Placement studied the existing regulations in the context of the changing needs of students and employers. Statewide testimony was solicited and proposals were discussed with the Statewide Academic Senate of the California Community Colleges. Consequently, in response to suggestions by business and industry, faculty, and practitioners in the field, updates to the Title 5 CWEE regulations were adopted in 2009.

The Title 5 changes are permissive. Districts can continue to operate programs under the old provisions of Title 5. However, if Districts wish to utilize any of the new provisions in Title 5, an updated CWEE Local Program Plan must be submitted to and approved by the California Community Colleges Chancellor’s Office by August 31, 2010.

College of the Canyons has been operating under the new Title 5 provisions since the changes went into effect. Therefore, in order to continue operating within the new provisions, an updated CWEE Local Program Plan has been written with the intent to submit for approval to the California Community Colleges Chancellor’s Office by the above mentioned deadline.

The CWEE Program Plan is available upon request from the Chancellor’s Office upon request.

FISCAL IMPLICATIONS:
Not applicable.

RECOMMENDATIONS:
Move to approve the Santa Clarita Community College District Cooperative Work Experience Education (CWEE) Local Program Plan.

Submitted by: 
Stan Wright
Director, CWEE

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

Recommended by:
Michael Wilding
VP, Student Services
PART I  
CONTACT INFORMATION

DISTRICT/College(s)

If you are a multiple college district, please indicate all colleges covered. Individual variations with plan details should be delineated in the appropriate sections of the plan.

<table>
<thead>
<tr>
<th>Santa Clarita Community College Dist.</th>
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<tr>
<td>College of the Canyons</td>
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Contact information for clarification any questions, such as name/contact information for person who prepared the plan, the Chief Instructional Officer, or other individual(s) designated by District.

Please include Name, Title, District, Email, and Telephone

Name: Stan Wright  
Title: Director, CooperativeWorkExperienceEducation  
District: Santa Clarita Community College District  
Email: stan.wright@canyons.edu  
Phone: (661)362-3889
PART II
RESPONSES TO PLAN REQUIREMENTS

This and following sections set forth a Title 5-required element, background information as appropriate, and prompts the district’s required and/or optional response.

(1) A statement that the district has officially adopted the plan, subject to approval by the State Chancellor (§55251)

Date plan approved by local board: __________ (Please also attach Board minutes or other documentation.)

Optional comments, if any, on process for Plan development (i.e., local Academic Senate review, curriculum committee deliberations, other deliberations).

The Cooperative Work Experience Education (CWEE) District Plan was reviewed by the, Dean of Student Services, Dean of Enrollment Services, Assistant Superintendent/Vice President of Student Services, Vice President of Academic Affairs, and Assistant Superintendent/Vice President of Instruction.
California Community College District
Cooperative Work Experience Education Plan

(2) Specific description of (§55251):

(a) District responsibilities (§55251):

Background: Title 5 criteria and requirements

District Services (§55255).

(a) The district shall provide sufficient services for initiating and maintaining on-the-job learning stations, coordinating the program, and supervising students. The supervision of students shall be outlined in a learning agreement coordinated by the college district under a state-approved plan. The employer and the qualified Community College Instructor/Coordinator shall share responsibility for on-the-job supervision, which shall include but not be limited to:

1. Instructor/Coordinator consultation in person with employers or designated representatives to discuss students’ educational growth on the job.
2. Written evaluation of students’ progress in meeting planned on-the-job learning objectives.
3. Consultation with students in person to discuss students’ educational growth on the job.

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the “in-person” consultation for a student that is out of a college’s geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to “in person” consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and relying primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

☐ District will comply with these requirements.

Optional: Additional comments or narrative on District Services, if any.

Santa Clarita Community College District (College of the Canyons) will provide sufficient resources for the fulfillment of the required District Responsibilities and Services. The college employs a designated full-time (10-month) faculty Director, Adjunct Faculty and part-time staff to coordinate CWEE program activities. Duties of the CWEE Director includes but is not limited to: plan, implement, organize, supervise, and evaluate the CWEE program.

In certain very limited situations, as defined in guidelines issued by the California Community College Chancellor's Office, the district will substitute approved alternatives to "in-person" consultations with employers/supervisors. Alternative methods and circumstances motivating its use will be documented. If reasonably possible, in-person consultations will be conducted to access students’ educational growth on-the-job. Many valuable outcomes occur from the in-person consultations with employers, which include but are not limited to: evaluate learning objectives, develop employer relationships, inform employers about COC programs and services, educate faculty about latest trends in industry, support changes to improve educational programs, ensure site safety and legitimacy (within the reasonable expertise of CWEE faculty), market/expand programs and create credibility for the CWEE program.

When the college permits enrollment in an UNPAID internship with an employer the district personnel responsible for the arrangement are expected to exercise reasonable judgment in determining both the legitimacy of the worksite and that the worksite supervisor ensures the safety of the worksite (provides reasonable assurance). The district's prior experience with the employer, the employer's history and reputation in the community and the type of work involved are criteria that district personnel can use to make such a determination. The employer, district and student share responsibility in determining whether the student's experience and training will be adequate for the unpaid internship placement.
District responsibilities

Background: Title 5 criteria and requirements

Records. (§55256).

(a) The district shall maintain records which shall include at least the following:

1. The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis determining whether the student is qualified for Occupational or General Work Experience.
2. A record of the work permit issued, if applicable, signed by the designated issuing agent.
3. The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
4. New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.

(b) Records must be maintained which are signed and dated by academic personnel documenting:

1. Consultation(s) in person with the employer or designated representative.
2. Personal consultation(s) with the student.
3. Evaluation of the student's achievement of the on-the-job learning objectives.
4. The final grade.

☒ District will comply with these requirements.

NOTE: The Chancellor's Office interprets the lack of a plural option under “type … of Cooperative Work Experience Education...” to prohibit a student from concurrently enrolling in multiple “types” of Cooperative Work Experience Education.

Optional: Additional comments or narrative on Record Keeping, if any.

College of the Canyons has developed standard written agreements to maintain records. The agreement documents outline all of the above requirements. The documents are signed and dated by the student, the employer/supervisor, and the district faculty representative.

The agreements are as follows:

1. Student Contact Form: Listing student and employer contact information, CWEE course and unit enrollment, student's job duties, educational and career goals, and number of hours the student expects to work each week.
2. Employer/Supervisor Letter: Outlining the responsibilities of the student, the employer/supervisor, and the district.
3. Workplace Project Agreement Form: The student's learning objectives are written on this form and the form is signed and dated by the student, the employer/supervisor, and district faculty.
4. Employer Evaluation: At the conclusion of the semester, the employer/supervisor evaluates the student's achievement of their workplace learning objectives.
5. Timesheets: The employer/supervisor verifies the number of work hours completed by the students in order to validate the number of CWEE units earned.
6. Agreements are kept in a file for each student. Each file also denotes the student's final grade.
7. If a student is a minor and has not graduated from high school, the district will maintain a copy of the student's work permit in the student's file.

The District retains the right to change the title and content of the agreement forms and also assures it will continue to comply with the requirements of this District Plan.
### (b) Student responsibilities (§55251):

**Background:** Title 5 criteria and requirements

**Student Qualifications.** (§55254).

In order to participate in Cooperative Work Experience Education students shall meet the following criteria:

1. **Pursue a planned program of Cooperative Work Experience Education which, in the opinion of the Instructor/Coordinator, includes new or expanded responsibilities or learning opportunities beyond those experienced during previous employment.**
2. **Have on-the-job learning experiences that contribute to their occupational or education goals.**
3. **Have the approval of the academic personnel.**
4. **Meet the following condition if self-employed:** Identify a person who is approved by academic personnel to serve as the designated employer representative. This representative shall agree in writing to accept the following employer responsibilities:
   1. Assist the student in identifying new or expanded on-the-job learning objectives.
   2. Assist in the evaluation of the student’s identified on-the-job learning objectives.
   3. Validate hours worked.

Optional: Additional comments or narrative on Student responsibilities, if any.

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**College of the Canyons will comply with the requirements of section 55254, Student Qualifications, and section 55251, District Responsibilities relevant to Student Responsibilities and Student Qualifications.**

A comprehensive student handbook, a CWEE website and student orientations have been developed to help students understand the Student Qualifications and their responsibilities for successful completion of the Cooperative Work Experience Education course(s).

Faculty members are required to:
1. Review and approve documented new or expanded responsibilities or learning opportunities beyond those experienced during previous employment and previous enrollments in CWEE courses
2. Ensure students are enrolled in CWEE courses that contribute to their occupational or education goals
3. Ensure students are appropriately enrolled in "General" or "Occupational" CWEE.

Faculty members must also review and sign the forms listed under the above Records section (55256) to ensure Student Qualifications are enforced.
(c) **Employer responsibilities** (§55251):

**Background: Title 5 criteria and requirements**

**Records.** (§55256).
(a) The district shall maintain records which shall include at least the following:

1. The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis for determining whether the student is qualified for Occupational or General Work Experience.
2. A record of the work permit issued, if applicable, signed by the designated issuing agent.
3. The employer’s or designated representative’s statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
4. New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student’s grade, signed by academic personnel, the employer or designated representative, and the student.

(b) Records must be maintained which are signed and dated by academic personnel documenting:

1. Consultation(s) in person with the employer or designated representative.
2. Personal consultation(s) with the student.
3. Evaluation of the student’s achievement of the on-the-job learning objectives.
4. The final grade.

**Job Learning Stations.** (§55257)

Job learning stations shall meet the following criteria:

(a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student’s approved on-the-job learning objectives.
(b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
(c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
(d) Employers agree to comply with all appropriate federal and state employment regulations.

☐ District will comply with these requirements.

Optional: Additional comments or narrative on Employer responsibilities, if any.
Employer Responsibilities: Employer records are kept by the district using the same agreements as mentioned under "District Responsibilities - Records" section of this plan (section 55256):
1) The "Student Contact Form" includes type of CWEE, Occupational or General, and units in which each student is enrolled. The form is reviewed and signed by faculty 2) Work permit documentation will be maintained, if applicable 3) Timesheets will be signed by the employer/supervisor and students, placed in the student's file and maintained by the District 4) New or expanded on-the-job measurable learning objective(s) will be documented on the Workplace Project Agreement form and will be signed and dated by academic personnel, the employer or designated representative and the student. The form includes: 1) evaluation of the student's achievement of on-the-job learning objectives 2) employer agreement to provide supervision and guidance to ensure maximum educational benefit 3) agreement to comply with all appropriate federal and state employment regulations.
Consultations in person with each student and each employer or designated representative will be performed by academic personnel and documentation verifying the in person consultations will be placed in the student file and maintained by the District. In certain limited situations, the District may substitute alternatives to "in-person" employer consultations. The District will document both the specific authorized alternative used in place of the in-person visit and the limited circumstances motivating its use. Employer responsibilities are also included in an Employer/Supervisor Letter.
(c) Employer responsibilities (§55251):

**Background: Title 5 criteria and requirements**

Consultation(s) in person with the employer. (§55255).

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

The approved guidelines issued by the Chancellor for Districts to substitute approved alternatives to "in person" consultations is attached.

- District will use alternatives to “Consultation(s) in person,” as described in Title §55255(c).

☐ District will not use alternatives “Consultation(s) in person,” as described in Title §55255(c).

Comments on “Consultation(s) in person,” if any, including criteria and limits on alternatives to “Consultation(s) in person.”

College of the Canyons qualified faculty will provide in-person consultations with the employer at least once each semester for each student, if reasonably possible. In-person consultations with employers will be completed in most circumstances. In those circumstances in which the alternatives to consultations in person are used, the District will adhere to the specified guidelines in the Records section of this District Plan and in the "Alternatives to In-Person Consultations" authored by Jose Millian, California Community College Vice Chancellor, Economic Development and Workforce Preparation, Dated April 2009 and required by Title 5, California Code of Regulations, Section 55255(c), "District Services."
(d) **Other cooperating agencies in the operation of the program, if any.** (§55251)

Comments on other cooperating agencies in the operation of the program, if any.
College of the Canyons will continue to collaborate with cooperating agencies. Cooperating agencies have the possibility of positively impacting students by: providing outstanding career and workplace preparation, providing students with opportunities to understand important concepts, developing essential skills, and applying what they learn in the classroom to real-world problems in the workplace. Cooperating agencies enable students and the college to use the community as the classroom and provide employers the opportunity to actively participate in the education and training of their future workforce.

Agencies/employers provide faculty coordinators with up-to-date industry specific information, anticipated employment needs, job and internship placement opportunities and many other advantages.
Specific description of each type of CWEE (§55251):

Types of Cooperative Work Experience Education (§55252)

Cooperative Work Experience Education is a district-initiated and district-controlled program of education consisting of the following types:

Check all that will be offered at the district:

- (a) General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes and career awareness. The work experience need not be related to the students' educational goals.

- (b) Occupational Work Experience Education is supervised employment extending classroom based occupational learning at an on-the-job learning station relating to the students' educational or occupational goal.

- Minor Students in Work Experience
  All laws or rules applicable to minors in employment relationships are applicable to minor students enrolled in work-experience education courses. (§55250.2).

- Work Experience Programs for Students with Developmental Disabilities. (§55250.4)
  The governing board of any community college district which establishes and supervises a work experience education program in which students with developmental disabilities are employed in part-time jobs may use funds derived from any source, to the extent permissible by appropriate law or regulation, to pay the wages of students so employed. The Board of Governors hereby finds and declares that the authority granted by the provisions of this section is necessary to ensure that the work experience education program will continue to provide a maximum educational benefit to students, particularly students with developmental disabilities, and that such program is deemed to serve a public purpose.

- Work Experience Education Involving Apprenticeable Occupations. (§55250.5)
  Work-experience education involving apprenticeable occupations shall be consistent with the purposes of chapter 4 (commencing with section 3070) of division 3 of the Labor Code and with standards established by the California Apprenticeship Council.
(4) A description of HOW the district will (§55251)

(a) Provide guidance services (§55251):

Describe the specifics on how district will achieve this requirement.

"General" and "Occupational" Work Experience Education will be offered.

College of the Canyons CWEE faculty work directly with Student Services Counselors and Advisors and Admission and Records staff to ensure proper guidance for students enrolling in Cooperative Work Experience Education.

The CWEE website provides faculty, college guidance personnel, and students with online access to CWEE information, guidance, and resources.

CWEE faculty work directly with Career Services staff to assist students with job search skills, resume writing, interview techniques, and other employment related activities.

CWEE student orientations are conducted by faculty in order to advise students on current CWEE course requirements, enrollment process, policies and procedures, internship opportunities and transferability information.

Disabled Students Programs and Services (DSPS) counselors assist CWEE faculty in determining the best course of student guidance relevant to work-based learning opportunities.

(b) Assign a sufficient number of qualified certificated personnel to direct the program (§55251):

Describe the specifics on how district will achieve this requirement.
Assign a sufficient number of qualified certificated personnel to direct the program.

The district will comply with Title 5 Section 53416, Minimum Qualifications for Work Experience Instructors. The minimum qualifications for an instructor or coordinator of "general" or "occupational" work experience education, as defined in Section 55252, shall be the minimum qualifications in ANY discipline in which work experience MAY be provided at the college where the instructor or coordinator is employed.

Per Title 5, Section 58051(b), the student/instructor ratio in the Work Experience program shall not exceed 125 students per full-time equivalent academic coordinator. In the event that enrollment exceeds 125 students, the district may assign additional qualified faculty to assist in teaching, supervision of students, and consultations with employers. The district may also utilize adjunct faculty to maintain appropriate student-teacher ratios. In order to assist with record keeping activities, the district will assign classified staff or part-time staff to assist faculty with record keeping and student file management requirements.
(1) Initiate and maintain learning stations (§55251)

**Background: Title 5 criteria and requirements**

Any program of Cooperative Work Experience Education conducted by the governing board of a community college district pursuant to this article and claimed for apportionment pursuant to sections 58051 and 58009.5 shall conform to a plan adopted by the district. The plan adopted by the district shall set forth a systematic design of Cooperative Work Experience Education whereby students, while enrolled in college, will gain realistic learning experiences through work. This plan shall be submitted to and approved by the Chancellor.

**Work Experience Outside of District.** (§55250.6).

The governing board of any community college district may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the district.

**Wages and Workers’ Compensation.** (§§55250.7).

The governing board of any community college district providing work-experience and work-study education may provide for employment under such program of students in part-time jobs by any public or private employer. Such districts may pay wages to persons receiving such training, except that no payments may be to or for private employers. Districts may provide workers' compensation insurance for students in work experience as may be necessary.

**Job Learning Stations.** (§§55257)

Job learning stations shall meet the following criteria:

(a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.

(b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.

(c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.

(d) Employers agree to comply with all appropriate federal and state employment regulations.

Describe the specifics on how district will achieve this requirement.

**Work Experience Outside of District - the District may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the District. The District may use faculty at other institutions and/or alternatives to in-person consultations as outlined in Alternatives to "In-Person" Consultations, Cooperative Work Experience Education, by Jose Millan, Vice Chancellor Economic Development and Workforce Preparation, dated April 2009 in order to provide work experience opportunities outside of the District.**

**Wages and Workers' Compensation - the District may provide CWEE to students in part-time jobs, paid or unpaid internships offered by public or private employers. Students in Federal Work Study are permitted to enroll in Cooperative Work Experience Education. Federal Work Study wages are currently available for on-campus student employment only. The district does not currently provide Federal Work Study restricted wages to off-campus private or public employers. However, the district retains the right to revise its Federal Work Study funding policy.**

**Workers’ Compensation - as indicated in section 78249 of Title 5, the District shall be considered the employer of UNPAID students enrolled in the CWEE program for the limited purpose of providing worker’s compensation. Students paid by the employer shall be under the Employer's Worker’s compensation and/or liability insurance.**

**Job Learning Stations - all employers of work experience students agree to section 55257 criteria when signing the CWEE Workplace Project Agreement Form and the Employer/Supervisor Letter. Employers or designated representatives are given a copy of each document.**
(2) Coordinate the program and supervise students (§55251)

Describe the specifics on how district will achieve this requirement.

The District will designate CWEE qualified faculty and will maintain appropriate student-instructor ratios in accordance with Title 5 section 58051(b).

Responsibilities of qualified faculty include but are not limited to:

1. Develop and revise curricula (including student learning outcomes).
2. Develop and facilitate student orientations.
3. Market CWEE programs to local industry in order to develop new learning stations and internship placements.
4. Consult with each student in-person at least once during the semester.
5. Consult with employers/supervisors to assess the student's educational growth on-the-job.
6. Assist students with developing and achieving learning objectives.
7. Evaluate student progress (academic and on-the-job) and assign a final grade.
8. Maintain all student records as described by various sections of Title 5.
9. Coordination/collaboration with other district faculty and staff as needed for student success.
10. Participate in Division and Department meetings.
11. Participate in academic program reviews.

Faculty will meet all required CWEE job responsibilities as outlined in Title 5. Faculty will also collaborate with college and district administration to ensure that all district plan requirements are being met and that CWEE programs are consistent throughout the district.

(3) Shared supervision with employer to include (at least once each term) (§55251)

(c) Assure on-the-job experiences are documented with written/measurable (§55251)

Describe the specifics on how district will achieve this requirement.

Each term CWEE students and their respective employers/supervisors will develop written measurable workplace learning objectives that reflect new or expanded job-related responsibilities, which the student will be required to complete by the end of the semester. Instruction and guidelines on how to write appropriate measurable learning objectives will be given to students. The workplace learning objectives will be written on the CWEE Workplace Project Agreement Form, signed by the student, the employer/supervisor, approved and signed by faculty.

At least once each term a faculty member will conduct employer/supervisor consultations (in-person or through alternative methods) with each workplace employer/supervisor to evaluate each student's on-the-job educational growth. All in-person consultations and alternatives to in-person consultations will be documented.
(d) Evaluate with employer, student’s learning experiences (§55251):

Describe the specifics on how district will achieve this requirement.

At the conclusion of the semester, each employer/supervisor will evaluate the achievement of the student's workplace learning objective(s) by rating the level of accomplishment(s) and signing the Workplace Project Agreement Form. The agreement form provides for the evaluation of the student's on-the-job performance of the stated learning objectives. In order for this agreement to be valid, the employer/supervisor, the student, and faculty will sign the agreement before the conclusion of the term.

To further substantiate completion of the workplace project (learning objectives), the student must write a college level paper(s), which answers the following questions: 1) what was the objective? 2) was the objective accomplished? 3) was there an improvement? 4) what was the result/outcome? Faculty will evaluate the reflection paper(s) and issue a final grade based on the employer/supervisor evaluation of the workplace learning objective accomplishment(s), faculty evaluation of written assignments and punctuality of assignments.

(e) Describe basis for awarding grade and credit (§55251)

Background: Title 5 criteria and requirements

Work Experience Credit (§55255.5).

(a) One student contact hour is counted for each unit of work experience credit in which a student is enrolled during any census period. In no case shall duplicate student contact hours be counted for any classroom instruction and Cooperative Work Experience Education. The maximum contact hours counted for a student shall not exceed the maximum number of Cooperative Work Experience Education units for which the student may be granted credit as described in section 55253.

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:

1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.

2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

☒ District will comply with these requirements.

Comments on basis for awarding grade and credit, if any.
Evaluating the student's learning experience and the basis for awarding grades were both discussed in the previous section; “Evaluate with employer, student's learning experiences.”

College Credit (Title 5 section 55253) - For satisfactory completion of all types of Cooperative Work Experience Education, students may earn up to a total of 16 semester credit hours, subject to the following limitations:

- In General Work Experience a maximum of 6 semester credit hours may be earned during one enrollment period.
- In Occupational Work Experience courses a maximum of 8 semester credit hours may be earned during one enrollment period.

Consistent with section 58161, attendance of a student repeating a cooperative work experience course pursuant to this subdivision may be claimed for state apportionment.

(f) Provide adequate clerical & instructional services (§55251)

Comments, if any.

The District will assign adequate qualified academic personnel and clerical staff to direct, maintain and promote the program to assure full compliance with the requirements of this District Plan and relevant Title 5 sections. For example, the District will provide adequate and continuous:
- Guidance services to students by qualified academic and staff personnel
- Services for initiating and maintaining on-the-job learning opportunities
- Coordination of the program
- Maintaining records.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

☑ Yes
**AGENDA CATEGORY**  BUSINESS SERVICES

**ITEM/TITLE**  Approval of Travel Authorizations Schedule T 10/11-4  ✔  ACTION/CONSENT

<table>
<thead>
<tr>
<th>BACKGROUND / ANALYSIS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

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

**FISCAL IMPLICATIONS:**

Travel expenditure requests for fiscal year 2010-11 totaling $5,022.18 are included in the 2010-11 Tentative Budget.

**RECOMMENDATIONS:**

Move Approval of Travel Authorizations Schedule T 10/11-4.

Submitted by: Kari Soffa

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

Chancellor

Recommended by: Sharlene L.Coleal

Sharlene L. Coleal
## TRAVEL AUTHORIZATION SCHEDULE
**BOARD OF TRUSTEES MEETING**
August 25, 2010

### RATIFIED TRAVEL

<table>
<thead>
<tr>
<th>#</th>
<th>Destination</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Create CATG CCNA Security Instructor Class</td>
<td>07/27/10 Santa Barbara, CA Karen Stanton <em>Mtg Date Change Only. Approved on 08/11/10</em></td>
</tr>
<tr>
<td>2</td>
<td>Edison - High Sierra Trip</td>
<td>08/04-08/08/10 Sequoia National Park, CA Dena Maloney No Cost to District</td>
</tr>
<tr>
<td>3</td>
<td>RP Group Board Meeting</td>
<td>09/12/10 San Francisco, CA Barry Gibbons - 585.40 - 45.00 - $634.40 IR</td>
</tr>
<tr>
<td>4</td>
<td>CCCCTF State Association Meeting</td>
<td>09/13/10 Las Vegas, NV Bellinda Kane - 275.00 - - - $275.00 SS</td>
</tr>
<tr>
<td>5</td>
<td>Cross Country Retreat</td>
<td>09/14-09/19/10 Mammoth Lakes, CA Bellinda Kane - 292.00 - - - $292.00 SS</td>
</tr>
<tr>
<td>6</td>
<td>NSF Panel Review &amp; AWEA Meeting</td>
<td>09/15-09/20/10 Arlington, VA &amp; Washington, DC Kathleen Alfano - - 200.00 55.00 - $255.00 IS NSF GRANT CARRY FORWARD</td>
</tr>
</tbody>
</table>

### APPROVED TRAVEL

<table>
<thead>
<tr>
<th>#</th>
<th>Destination</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Create Planning Meeting</td>
<td>09/25-09/26/10 San Luis Obispo, CA Kathleen Alfano - 155.00 150.00 155.00 - $463.00 IS NSF GRANT CARRY FORWARD</td>
</tr>
<tr>
<td>8</td>
<td>Interdisciplinary Field Studies - BioSci 130</td>
<td>09/10-09/12/10 San Bernardino, CA Jeannie Chari - 120.00 - 41.00 - $161.00 IS</td>
</tr>
<tr>
<td>9</td>
<td>Interdisciplinary Field Studies - BioSci 106</td>
<td>09/24-09/26/10 San Bernardino, CA Jeannie Chari - 120.00 - 41.00 - $161.00 IS</td>
</tr>
<tr>
<td>10</td>
<td>EDPAC Meeting - Sacramento Chancellor's Office Meeting</td>
<td>09/29/10 Sacramento, CA Diane Van Hook - 223.10 325.00 110.00 20.00 $678.10 P</td>
</tr>
<tr>
<td>11</td>
<td>Tri-Regional CWEE Educators</td>
<td>09/30/10 Oceanside, CA Stan Wright - 122.50 - - - $122.50 IS</td>
</tr>
<tr>
<td></td>
<td>Registration</td>
<td>Fees</td>
</tr>
<tr>
<td>---</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td>12</td>
<td>Interdisciplinary Field Studies - BioSci 106</td>
<td>10/08-10/10</td>
</tr>
<tr>
<td>13</td>
<td>California Perkins Joint Special Populations Advisory Committee Conference</td>
<td>11/29-12/01/10</td>
</tr>
<tr>
<td></td>
<td>Sacrament, CA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kristin Houser</td>
<td>225.00</td>
</tr>
</tbody>
</table>

**MILEAGE**

|   | Be Phan**++ | 06/28, 07/06-07/26/10 | - | 38.80 | - | - | $38.80 | CCC - IR |   |
|   | Gil Murphy**++ | 06/28, 07/08-07/18/10 | - | 164.00 | - | - | $164.00 | IS | SBDC GRANT (FEDERAL) #1 |
|   | Ben Tem**++ | 09/29/10 | - | 10.00 | - | - | $10.00 | IS | SBDC GRANT (FEDERAL) #1 |
|   | Kathy Benz**++ | 07/06-07/13, 08/02-08/10 | - | 67.48 | - | - | $67.48 | SS |   |
|   | Steve Tannhill**++ | 07/09-07/23/10 | - | 109.00 | - | - | $109.00 | IS | SBDC GRANT (FEDERAL) #1 |
|   | Ryan Theule**++ | 07/12-07/25/10 | - | 18.80 | - | - | $18.80 | CCC - SS |   |
|   | Catherine Grooms**++ | 07/14-07/21/10 | - | 74.67 | - | - | $74.67 | IS | SBDC GRANT (FEDERAL) #1 |
|   | Anthony Michaelides**++ | 07/21/10 | - | 29.25 | - | - | $29.25 | IS | EII |
|   | Boyd Williams**++ | 07/21/10 | - | 9.64 | - | - | $9.64 | SS |   |
|   | Justin Smith**++ | 07/23-07/29/10 | - | 40.60 | - | - | $40.60 | IS |   |
|   | Nicole Lucy**++ | 07/25-07/27/10 | - | 44.15 | - | - | $44.15 | IS |   |
|   | Virginia Arnold**++ | 07/28/10 | - | 23.50 | - | - | $23.50 | IS |   |
|   | Joseph Klocko**++ | 07/29/10 | - | 29.50 | - | - | $34.50 | IS | SBDC INCUBATOR GRANT #1 |
|   | Nicole Lucy**++ | 07/29-07/31, 08/02-08/03/10 | - | 126.85 | - | - | $126.85 | IS |   |
## Travel Authorization Schedule

**Board of Trustees Meeting**  
August 25, 2010

<table>
<thead>
<tr>
<th>Registration Fees</th>
<th>Trans</th>
<th>Lodging</th>
<th>Meals</th>
<th>Other</th>
<th>Total</th>
<th>Code</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicole Lucy**+</td>
<td>08/04-08/05/10</td>
<td>96.50</td>
<td>-</td>
<td>-</td>
<td>3.00</td>
<td>$99.50</td>
<td>s</td>
</tr>
</tbody>
</table>

**Grand Total** $5,022.18

### Administrative Oversight Codes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td>President (1000)</td>
</tr>
<tr>
<td>IS</td>
<td>Instructional Services (2000)</td>
</tr>
<tr>
<td>SS</td>
<td>Student Services (3000)</td>
</tr>
<tr>
<td>BS</td>
<td>Business Services (4000)</td>
</tr>
<tr>
<td>PP</td>
<td>Plant &amp; Property (5000)</td>
</tr>
<tr>
<td>PS</td>
<td>Personnel Services (6000)</td>
</tr>
<tr>
<td>AD</td>
<td>Administrative Services (7000)</td>
</tr>
<tr>
<td>IR</td>
<td>Institutional Research (8000)</td>
</tr>
<tr>
<td>CCC</td>
<td>Canyon Country Campus (5000)</td>
</tr>
</tbody>
</table>
BACKGROUND / ANALYSIS:
Annually, the Board of Trustees approves a list of memberships for faculty, staff, administrators, and the Board of Trustees. Participation in these organizations helps to support the College’s role and mission with regard to involvement in outside activities, as well as provides essential training and networking opportunities to District employees.

The estimated cost for memberships in fiscal year 2010-2011 is $94,433. This total includes $89,842 in Districtwide memberships that are paid from Districtwide funds and $4,591 in memberships that are paid from various department and restricted/categorical funds. Memberships indicated in the shaded areas are new for 2010-2011. All memberships have been reviewed and approved by the appropriate Executive Cabinet member. The list of memberships is available from the Business Services Department upon request.

The cost of Districtwide memberships has increased by $1,735 – from $88,107 in fiscal year 2009-2010 to $89,842 for fiscal year 2010-2011. This increase consists of $3,979 in cost increases to existing memberships, ($3,679) in deleted memberships, and $1,435 due to a new institutional membership for the American Water Works Association that was previously paid from grant funds.

Memberships funded from various department and restricted/categorical funds have decreased by ($111), from $4,702 in fiscal year 2009-2010 to $4,591 in fiscal year 2010-2011.

FISCAL IMPLICATIONS:
Membership requests for fiscal year 2010-2011, totaling $94,433, which include Districtwide memberships totaling $89,842 and various department and restricted/categorical memberships totaling $4,591, will be included in the 2010-2011 Adopted Budget.

RECOMMENDATIONS:
Move Approval of Santa Clarita Community College District Memberships for Fiscal Year 2010-2011.

Submitted by: Kari Soffa

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

Recommended by: Sharlene L. Coleal
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
</tr>
</thead>
</table>
| 3CAA | Community College Counselor/Advisor Academic Association for Athletics  
* Creates & develops opportunities for students who choose to enroll and participate in intercollegiate sports  
* Supports and counsels student athletes in their pursuit of educational, personal & athletic goals  
* Exchange of information, philosophies, activities, materials and programs that enhance student success | $125 |
| 4CSD | California Community College Council for Staff Development  
* Reduced rate for selected partnership activities  
* Regional meeting with local staff and organization developers in your area  
* Eligibility to nominate or receive Outstanding Achievement Awards  
* Access statewide staff and organizational development resources | $125 |
| AAFPE | American Association for Paralegal Education  
* Teaches how to plan and prepare for ABA approval process  
* Access to technical assistance and consultation services  
* Forum for professional improvement for paralegal educators | $450 |
| ACCE | Association of Community and Continuing Education  
* Representation at the regional and state levels  
* Quarterly newsletter, state-wide college directory, and annual conference  
* Legislative watchdog committee and liaison with professional organizations in higher education | $159 |
| ACCJC | Accrediting Commission for Community and Junior Colleges  
* Evaluates and accredits public institutions of higher education that offer one or more higher educational programs of 2 years in length leading to the Associate Degree | $21,818 |
| ACHA | American College Health Association  
* Action newsletter  
* Journal of American College Health publication  
* National network of professional support  
* Information exchange service  
* Discounted prices for ACHA educational materials  
* A vote in shaping association matters | $853 |
| ACHRO/EOO | Association of Chief Human Resources Officers/Equal Employment Officers  
* Provides training institutes on human resource issues; seminars and other professional development opportunities  
* Plays an active role in generating and supporting legislation appropriate to our functions as human resources and affirmative action practitioners  
* Direct input into the state level governance process | $200 |
| ADN | Associate Degree Nursing Program Directors  
* Newsletter - update information with other ADN nursing program directors in Southern California-SCDADN  
* National network of professional support  
* Seminars and conferences  
* A vote in shaping association matters | $100 |
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
<th>Representative</th>
</tr>
</thead>
</table>
| AFA    | American Federation of the Arts  
* Travelling Fine Arts Exhibitions  
* Directors Forum - 10% discount on registration  
* Information                                                          | $ 250                | Larry Hurst    |
| AMA    | American Mathematical Association of Two Year Colleges  
* Participates in national initiatives that will benefit collegiate mathematics education  
* Increase opportunities for communication and collaboration between two-year Community Colleges  
* Allow COC mathematics students to participate in the Student Mathematics League | $ 455                | Ruzanna Baytarian|
| AMEX   | American Express Corporate Card  
* American Express Corporate Cards provide selected District employees with the ability to charge travel-related expenses to the Corporate Card, rather than having to pay "out-of-pocket" and later be reimbursed  
* Membership is $55 per year per card (there are currently 17 card holders) | $ 935                | Sharlene Coleal|
| APAP   | Association of Performing Arts Presenters  
* Annual members conference and on-line resources  
* On line job listing service  
* Opportunity to learn about grants and other arts funding opportunities | $ 650                | Adam Philipson |
| ASCAP  | American Society of Composers, Authors and Publishers  
* Discounts on subscriptions  
* Retail Products  
* MusicPro Insurance  
* Career Development Services | $ 2,843              | Floyd Moos      |
| ASCCC  | Academic Senate for California Community Colleges  
* Participation in development of state-wide policies presented to the Board of Governors  
* Faculty can participate in workshops on implementing Board of Governors' academic regulations  
* Faculty receives current information on state-wide academic policies and procedures | $ 3,026              | Dr. Dianne Van Hook|
| ASEE   | American Society for Engineering Education  
* PRISM engineering teaching magazine  
* Access to tools beneficial to the engineering program at COC | $ 350                | David Martinez  |
| ASME   | American Society for Mechanical Engineers  
* Access to career information for students  
* Magazine for the MESA center  
* Important to establish student chapter on campus | $ 120                | David Martinez  |
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
<td>$1,435</td>
<td>Regina Bisberg</td>
</tr>
<tr>
<td>BMI</td>
<td>Broadcast Music, Inc.</td>
<td>$2,854</td>
<td>Floyd Moos</td>
</tr>
<tr>
<td>BRN</td>
<td>Board of Registered Nursing</td>
<td>$200</td>
<td>Mij Capet</td>
</tr>
<tr>
<td>CAA</td>
<td>College Art Association</td>
<td>$375</td>
<td>Wendy Brill-Wynkoop</td>
</tr>
<tr>
<td>CACCRAO</td>
<td>California Association of Community College Registrars &amp; Admissions Officers</td>
<td>$200</td>
<td>Deborah Rio</td>
</tr>
<tr>
<td>CALADE</td>
<td>California Association for Development Education</td>
<td>$1,000</td>
<td>Audrey Green</td>
</tr>
<tr>
<td>CALED</td>
<td>California Association of Local Economic Development</td>
<td>$275</td>
<td>Bruce Getzan</td>
</tr>
<tr>
<td>CBA</td>
<td>California Bursars Association</td>
<td>$125</td>
<td>Kathy Benz</td>
</tr>
<tr>
<td>Name</td>
<td>Description &amp; Benefits</td>
<td>Est Cost for 2010/11</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------------------</td>
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<td></td>
</tr>
</tbody>
</table>
| CCCAOE | California Community College Association for Occupational Education  
* Promotes public recognition of vocational education and economic development activities  
* Develops partnerships with community agencies  
* Assists membership to provide quality opportunities for professional growth within the community colleges | $ 45 |
| CCCCIO | California Community College Chief Instruction Officers  
* Program Development Information  
* Input into state-wide policy development  
* Network for information and problem solving with other community colleges | $ 300 |
| CCCCSSAA | California Community College Chief Student Services Administrators Association  
* Develops legislative and fiscal policies that support the delivery of student services  
* Provides professional development opportunities for student services staff  
* Provides leadership in the area of technology applications in student services | $ 300 |
| CCCPRO | California Community College Public Relations Organization  
* Membership includes faculty and classified staff, district-level, state-level, and college-level public relations professionals  
* Monthly newsletter provides news about state wide issues and college marketing  
* Annual conference for professionals in public relations, marketing, and education from throughout the state  
* Drive-in workshops for professional development opportunities  
* Seminars in good writing, newsletter production, college marketing recruitment and retention, current legislation, and computer networking | $ 175 |
| CCC-RPG | Research & Planning Group for California Community Colleges  
* Quarterly newsletter  
* Directory of California Community College IR staff  
* Series of free workshops on research and planning issues  
* Annual research conference  
* Access to selected database services | $ 350 |
| CCSAA | California Community College Student Affairs Association  
* Annual professional conference and bi-annual drive-in workshops  
* Discount for professional conference registration  
* Quarterly newsletter  
* Networking  
* List Serve | $ 200 |
| CCEIA | California Cooperative Education & Internship Association  
* Access to relevant research and publications  
* Sharing of "Best Practices"  
* $500.00 - $1,000.00 scholarships for students | $ 50 |
| CCFC | Community College Faculty Coalition  
* Newsletter to keep updated on all community college issues  
* Ability to advertise in the newsletter, thereby reaching all districts  
* Regular meetings, workshops and annual conferences  
* Reduced registration fees | $ 825 |
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
</tr>
</thead>
</table>
| CCLC | Community College League of California  
* The News  
* Board minutes  
* Work on Commission on Athletics on behalf of community colleges  
* Lobbyist function  
* Support "California Great Teachers" in conjunction with Academic Senate  
* 2010-11 Dues include Special Assessment for Advocacy | $23,620 |
| CCLC - COA | Commission on Athletics  
* Intercollegiate athletics  
* Includes NATYCAA National Dues | $6,265 |
| CCLC - PPS | Community College League of California - Policy & Procedure Service  
* Provides COC with a complete set of policies and procedures, semi-annual updates as new laws are passed and regulations implemented  
* The opportunity to participate in Spring and Fall workshops at League conferences  
* Access to sample policies and procedures via the League’s website  
* Access to phone consultations to answer district-specific questions | $1,500 |
| CCUPCA | California College and University Police Chiefs Association  
* Monthly newsletters  
* Network of professional support  
* Seminars | $75 |
| CIWEA | California Internship and Work Experience Association  
* Professional development conferences provide multiple perspectives & information useful to professionals  
* Association’s state-wide membership of employers, 2-year & 4-year colleges, both private and public, provide a unique opportunity to gain insights, new techniques  
* Awards scholarships to promising internship & work experience students | $50 |
| COE | Council for Opportunity in Education  
* TRIO proposal writing assistance  
* Access to TRIO resources  
* TRIO legislation information and updates | $2,669 |
| CP | California Presenters  
* Learn, share and network with other presenters, artists, and managers  
* Learn about current funding opportunities that are available  
* Development of State Consortium Block Booking for artist dates | $150 |
| CRD | Council for Resource Development  
* Resource Development Network offers the opportunity to network with resource development experts throughout the United States  
* Provides a publication to aid in seeking resources from local companies  
* Provides leadership in advocating for federal and state legislation and regulations that benefit community colleges | $50 |
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
</tr>
</thead>
</table>
| CSFTD           | California State Fire Technology Directors  
* Group of California Community College Fire Technology directors that meet to discuss standardization of fire-related curriculum                                                                 | $25                  |
|                 | Steve Dixon                                                                                                                                                                                                             |                      |
| ECCTYC          | English Council of California Two Year Colleges  
* Journal with articles on how to teach English  
* Local and state meetings/seminars  
* Publications on new teachings in English                                                                                                           | $150                 |
|                 | Fred D' Astoli                                                                                                                                                                                                          |                      |
| ICA             | International Communication Association  
* "Human Communication Research Journal", "Communication Theory Journal", & "Journal of Communication"; Journals will be housed in the library, providing students with the opportunity to learn how to do research  
* Division affiliation  
* Conference discounts                                                                                                                                  | $150                 |
|                 | Victoria Leonard                                                                                                                                                                                                         |                      |
| IEECS           | IEEE Computer Society  
* Provides information on changes in technology  
* Ability to network with other IT Professionals  
* Variety of IT publications                                                                                                                                  | $99                  |
|                 | Jim Temple                                                                                                                                                                                                               |                      |
| LACSTA          | Los Angeles County School Trustees Association  
* Training information  
* Informational support  
* Opportunities to network with other school board members                                                                                               | $100                 |
|                 | Board of Trustees                                                                                                                                                                                                        |                      |
| MACCC           | Music Association of California Community Colleges  
* Newsletter  
* Sponsorship of annual state-wide conference  
* Sponsors local events such as choral, band and jazz festivals, and a student composition contest                                                                 | $75                  |
|                 | Floyd Moos                                                                                                                                                                                                               |                      |
| MITA            | Microsoft IT Academy  
* E-Learning Resources - Provides materials for the CMPNET online Microsoft courses (can be used by CIT as well)  
* Online Faculty training  
* Instructor Resource Center - Software downloads, best-practice profiles, industry news  
* Academic Pricing - Microsoft Certification Exams                                                                                                    | $1,921               |
|                 | Lee Hillard                                                                                                                                                                                                              |                      |
| NAAAA           | National Association of Academic Advisors for Athletics  
* Provides academic support & student service personnel with opportunities to enhance academics, athletic & personal success for collegiate student athletes  
* NAA biannual journal, "The Academic Athletic Journal"  
* Three editions of the newsletter, "The NAA News"  
* Annual conference; Awards luncheon                                                                                                                         | $100                 |
<p>|                 | Deborah Rio                                                                                                                                                                                                              |                      |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
</tr>
</thead>
</table>
| NAB    | National Association of Broadcasters  
* Conference attendance at the member rate  
* Exhibit space at our conventions at member rate  
* Discounts of publications  
* NAB World monthly newsletter  
* "Members Only" page on our World Wide Web site, offering access to newsletters and other information updated weekly at http://www.nab.org | $350                |
|        |                                                                 squeezing text to fit into a single column.                                                                                                                                  | Jon Amador          |
| NAEP   | National Association of Educational Procurement  
* Reduces the amount of research needed to purchase products due to negotiated pricing  
* Eliminates the need to bid out technology peripherals  
* Has a wide membership of vendors that the college will have access to | $898                |
|        |                                                                                                                                                                                                                           | Jim Temple          |
| NAVPA  | National Association of Veteran's Program Administration  
* Annual conferences to facilitate new information regarding the Veteran's Program  
* Provides publications to keep members apprised of issues | $150                |
|        |                                                                                                                                                                                                                           | Jasmine Ruys        |
| NCA    | National Communication Association  
* Subscriptions to "Communication Education", "Communication Monographs", "Critical Studies in Mass Communication", "Journal of Applied Communication Research", "Quarterly Journal of Speech", & "Communication Teacher"; Journals will be housed in the library, providing students with the opportunity to learn how to do research  
* Newsletter  
* Discounts on conference registration | $250                |
|        |                                                                                                                                                                                                                           | Victoria Leonard    |
| NFPA   | National Fire Protection Association  
* National association that creates National Fire Codes and Standards  
* Membership allows substantial discounts on purchases of training manuals and media materials (membership fee would be recovered with just one purchase) | $150                |
|        |                                                                                                                                                                                                                           | Steve Dixon         |
| NLN    | National League for Nursing  
* Monthly journal publication  
* Seminars and annual conference  
* Reduced registration fees  
* Participation in development of national policies in nursing  
* Faculty receives current information on national issues and trends in nursing  
* Benefit for students - must graduate from an NLN accredited program in order to go into the military and for some graduate programs  
* Prestigious accreditation for CIC and community | $5,010              |
|        |                                                                                                                                                                                                                           | Mitj Capet          |
| NOADN  | National Organization for Associate Degree Nursing  
* Quarterly issues of the N-OADN newsletter  
* Networking and educational opportunities sponsored by national and state chapters  
* Reduced member rates at the annual convention  
* Annual scholarship opportunities; Naomi Brack Scholarship | $400                |
<p>|        |                                                                                                                                                                                                                           | Mitj Capet          |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>S3OEC</td>
<td>Southern California Information Exchange Consortium</td>
<td>$\ 200 \ $</td>
</tr>
<tr>
<td></td>
<td>* Information exchange for Chief Human Resources Executives in the Southern California community college districts&lt;br&gt;  * Maintain currency with Personnel practices&lt;br&gt;  * Receive information regarding recent legislative updates about legal changes</td>
<td>Diane Fiero</td>
</tr>
<tr>
<td>SCBA</td>
<td>Southern California Broadcasters Association, Inc.</td>
<td>$\ 50 \ $</td>
</tr>
<tr>
<td></td>
<td>* Provides authorization and clearance for us to submit radio advertisements (Public Service Announcements) to Southern California radio stations and have them broadcast free of charge</td>
<td>David Brill</td>
</tr>
<tr>
<td>SCFTA</td>
<td>Southern California Fire Training Officers</td>
<td>$\ 40 \ $</td>
</tr>
<tr>
<td></td>
<td>* California Fire Department training officers association that meets to discuss changes in fire technology and new innovations in fire training</td>
<td>Steve Dixon</td>
</tr>
<tr>
<td>SCIAC</td>
<td>Southern California Intersegmental Articulation Council</td>
<td>$\ 75 \ $</td>
</tr>
<tr>
<td></td>
<td>* Participation in discussions with multiple segments on articulation issues&lt;br&gt;  * Networking with Articulation Officers from other institutions which facilitates increased articulation agreements&lt;br&gt;  * Immediate access to the most current articulation policies from all segments</td>
<td>Audrey Green</td>
</tr>
<tr>
<td>SCVCC</td>
<td>Santa Clarita Valley Chamber of Commerce</td>
<td>$\ 175 \ $</td>
</tr>
<tr>
<td></td>
<td>* Provides valuable communication with the Santa Clarita Valley community</td>
<td>Dr. Dianne Van Hook</td>
</tr>
<tr>
<td>SCVCPTA</td>
<td>Santa Clarita Valley Council Parent Teacher Association</td>
<td>$\ 300 \ $</td>
</tr>
<tr>
<td></td>
<td>* Promotes quality education and partnership between home and school&lt;br&gt;  * Communicate with local and state decision makers on important school issues and concerns&lt;br&gt;  * Provides valuable information on educational topics</td>
<td>Dr. Dianne Van Hook</td>
</tr>
<tr>
<td>SCVSTA</td>
<td>Santa Clarita Valley School Trustees Association</td>
<td>$\ 450 \ $</td>
</tr>
<tr>
<td></td>
<td>* Publications&lt;br&gt;  * Trustees of school boards meet to become better informed as school trustees</td>
<td>Board of Trustees</td>
</tr>
<tr>
<td>SCVTB</td>
<td>Santa Clarita Valley Tourism Bureau</td>
<td>$\ 300 \ $</td>
</tr>
<tr>
<td></td>
<td>* A listing for the Performing Arts Center in the annual SCV Tourism Guide&lt;br&gt;  * Networking with local business owners creating partnerships, a larger sphere of influence and greater visibility and access to selective target audiences&lt;br&gt;  * Inclusion in quarterly eblast newsletters</td>
<td>Adam Phillipson</td>
</tr>
<tr>
<td>SESAC</td>
<td>Society of European Stage Authors and Composers</td>
<td>$\ 1,352 \ $</td>
</tr>
<tr>
<td></td>
<td>* Free Magazine subscriptions&lt;br&gt;  * Discount subscriptions&lt;br&gt;  * Financial benefits&lt;br&gt;  * Online networking</td>
<td>Floyd Moos</td>
</tr>
<tr>
<td>Name</td>
<td>Description &amp; Benefits</td>
<td>Est Cost for 2010/11</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------</td>
<td>----------------------</td>
</tr>
</tbody>
</table>
| SPE  | Society for Photographic Education  
  * Member Newsletter  
  * Resource Guide & Membership Guide  
  * Reduce rates for national and regional conference attendance | $50  
  Wendy brill-Wynkoop |
| VIA  | Valley Industrial Association  
  * Numerous networking opportunities with potential customers and vendors  
  * VIA in Action Breakfasts  
  * Access to key business information such as newsletters and email blasts on crucial business information  
  * Alliances with business partners and community groups  
  * Employee Training | $175  
  Bruce Getzan |
| WAA  | Western Arts Alliance  
  * Free use of job listing database  
  * Opportunity to learn about grants and other arts funding opportunities  
  * Authoritative speakers and programs, access to information on thousands of artists | $400  
  Adam Philipson |
| WAVES | Western Association of Veterans Educational Specialists  
  * Important Information  
  * Updates on policy  
  * Discounts to annual conference | $75  
  Deborah Rio |
| WOW  | World Organization of Webmasters  
  * Offers certification to prospective Web site development professionals by completion of WOW accredited curriculum and passing WOW certification exams  
  * Free license privileges to use WOW's name, brand & logo as related to promotion of the accredited website development curriculum  
  * Help promote the CIT web site development curriculum on their web site and offer discounts on training, free technical support, & discounts on products & services | $355  
  Alan Strozer |
| WSCA | Western States Communication Association  
  * Subscriptions to "Western Journal of Communication" & "Communication Reports". Journal will be housed in the library, providing students with the opportunity to learn how to do research  
  * Professional affiliation with interest groups  
  * Discounts on conference registration | $50  
  Victoria Leonard |
| **TOTAL FROM DISTRICT MEMBERSHIP BUDGET #11.65310.00.670000.4000** | $89,842 |
| **MEMBERSHIPS WITHIN DEPARTMENT, RESTRICTED & CATEGORICAL FUNDS** | |
| AACC | American Association of Community Colleges  
  * Subscription to Community College Journal (6 issues)  
  * Ongoing updates on legislative issues  
  * Access to Community College Times  
  * Labor Market and Economic Data  
  * Budget #11.65310.00.673000.6000 (HR) | $100  
  Diane Pfeifer |
<table>
<thead>
<tr>
<th>Name</th>
<th>Description &amp; Benefits</th>
<th>Est Cost for 2010/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCCA</td>
<td>Association of California Community College Administrators</td>
<td>$224</td>
</tr>
<tr>
<td></td>
<td>* ACCCA salary surveys</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Valuable benefits: $1 Million of Professional Liability Coverage</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Provides professional education, training and development opportunities for new and continuing community college administrators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget #11.65310.00.673000.6000 (HR)</td>
<td></td>
</tr>
<tr>
<td>ACS</td>
<td>American Chemical Society</td>
<td>$156</td>
</tr>
<tr>
<td></td>
<td>* Weekly periodical &quot;Chemical and Engineering News&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Conventions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Employment and research opportunities for students</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget #12.65310.00.696500.2000 (MESA)</td>
<td></td>
</tr>
<tr>
<td>ASTD</td>
<td>American Society for Training and Development</td>
<td>$486</td>
</tr>
<tr>
<td></td>
<td>* Professional association and leading resource on workplace learning and performance issues</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 11.65310.00.673000.6000 (HR)</td>
<td></td>
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<tr>
<td></td>
<td>Budget # 12.65310.00.099900.2000 (CACT)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 59.65310.00.702000.2000 (ETI)</td>
<td></td>
</tr>
<tr>
<td>EEDEC</td>
<td>Equal Employment: Diversity &amp; Equity Consortium</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td>* Training to keep up to date on issues of affirmative action &amp; diversity in the community colleges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Professional development and essential networking opportunities with other officers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.676000.6000 (Personnel - Staff Diversity)</td>
<td></td>
</tr>
<tr>
<td>HSACCC</td>
<td>Health Services Association/California Community Colleges</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>* Information Exchange Service of Community Colleges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* A vote in shaping association matters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.644000.3000 (Health Center)</td>
<td></td>
</tr>
<tr>
<td>NAFSA</td>
<td>National Association of Foreign Student Advisors</td>
<td>$360</td>
</tr>
<tr>
<td></td>
<td>* The only major organization for advisors of international students. Provides information on immigration, regulations and recruitment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* NAFSA newsletter (monthly)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* NAFSA workshops on immigration issues</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* NAFSA regional and national conferences (great recruiting tool)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 11.65310.00.699000.3000 (International Students)</td>
<td></td>
</tr>
<tr>
<td>NAM</td>
<td>National Association of Manufacturers</td>
<td>$400</td>
</tr>
<tr>
<td></td>
<td>* National industry trade association dedicated to manufacturing-related issues</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.099900.2000 (CACT)</td>
<td></td>
</tr>
<tr>
<td>NAOB</td>
<td>National Alliance of Business</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td>* Connection to successful workforce development efforts of the nation's leading businesses and communities [AT &amp; T, GTE, Lucent Technologies, JCPenny, Motorola, Sun Microsystems, Johnson &amp; Johnson, Siemens, BMW, IBM, TRW and UPS]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Publications: Workforce Economics; Trends; Legislative Update; WorkAmerica</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.099900.2000 (CACT)</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Description &amp; Benefits</td>
<td>Est Cost for 2010/11</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>NCATC</td>
<td>National Coalition for Advanced Technology Centers</td>
<td>$ 600</td>
</tr>
<tr>
<td></td>
<td>A consortium of ATCs established by two-year postsecondary institutions to help business and industry and the workforce keep pace with new technology</td>
<td>Joseph Klocko</td>
</tr>
<tr>
<td></td>
<td>Promotes the infusion of proven advanced technology in American industries through community and technical colleges</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.099900.2000 (CACT)</td>
<td></td>
</tr>
<tr>
<td>NCTA</td>
<td>National College Testing Association Membership</td>
<td>$ 175</td>
</tr>
<tr>
<td></td>
<td>National Standards for testing</td>
<td>Chelley Maple</td>
</tr>
<tr>
<td></td>
<td>Networking with other Community College testing professionals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acquire experience with other testing centers- accountability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.632000.3000 (Matriculation)</td>
<td></td>
</tr>
<tr>
<td>RFB&amp;D</td>
<td>Reading for the Blind &amp; Dyslexic</td>
<td>$ 500</td>
</tr>
<tr>
<td></td>
<td>Through this program, the college can borrow a set number of taped textbooks to match curriculum</td>
<td>Jane Feuerhelm</td>
</tr>
<tr>
<td></td>
<td>Free catalog of books</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot;Learning Through Listening&quot; video series</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 12.65310.00.642000.3000 (DSP&amp;S)</td>
<td></td>
</tr>
<tr>
<td>SHRM</td>
<td>Society for Human Resource Management</td>
<td>$ 160</td>
</tr>
<tr>
<td></td>
<td>Legal issues re: Employment Law areas (Benefits, Compensation, etc.)</td>
<td>Diane Fierro</td>
</tr>
<tr>
<td></td>
<td>State and local law updates</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email newsletters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor Market and Economic Data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget #11.65310.00.673000.6000 (HR)</td>
<td></td>
</tr>
<tr>
<td>USITT</td>
<td>United States Institute Theatre Technology</td>
<td>$ 680</td>
</tr>
<tr>
<td></td>
<td>Featured listing with logo, venue description and office information in the USITT Membership Directory and Resource Guide</td>
<td>Brodie Steele</td>
</tr>
<tr>
<td></td>
<td>Significantly reduced registration rate for unlimited number of representatives at the annual USITT Conference and Stage Expo</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One free jobs USITT employment ad</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unlimited access to members list allowing networking opportunities with industry professionals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget # 11.65310.00.100110.2000 (PAC)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FROM DEPARTMENT, RESTRICTED &amp; CATEGORICAL FUNDS:</strong></td>
<td></td>
<td>$ 4,591</td>
</tr>
<tr>
<td><strong>GRAND TOTAL:</strong></td>
<td></td>
<td>$ 94,433</td>
</tr>
</tbody>
</table>

Membership Statistics

<table>
<thead>
<tr>
<th>09-10 Membership Schedule Grand Total</th>
<th>88,107.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memberships no longer on list</td>
<td>(3,679.00)</td>
</tr>
<tr>
<td>Current district paid memberships were increased by:</td>
<td>3,979.00</td>
</tr>
<tr>
<td>New Memberships Added to the District List:</td>
<td>1,435.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>89,842.00</td>
</tr>
</tbody>
</table>

| 09-10 Membership Schedule (Dept, Restricted & Categorical) Grand Total | 4,702.00 |
| Membership no longer on list                                               | (1,375.00)|
| Current Non District Paid Memberships were increased by:                  | 1,264.00 |
| New Memberships Added to the Non-District List:                            | 4,591.00 |
| **Total**                                                                 | 94,433   |
AGENDA CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Agreement Between Santa Clarita Community College District and Canyons Aquatic Club

BACKGROUND / ANALYSIS:
The District has contracted with Canyons Aquatic Club swim program for more than 20 years to provide classes. The swim program is operated, staffed, and administered by Canyons Aquatic Club. After another successful year of partnering with Canyons Aquatic, the District continues to benefit from pool equipment donated by Canyons Aquatic, and shared expenses for some maintenance and repairs to the pool facility.

This agreement is presented based on lease revenue and cost sharing in line with previous financial arrangements and will be for a term of 5 years with an option, as mutually agreed upon, for a 5 year renewal. Annual lease payments will be increased by 2% with a minimum annual contribution from Canyons Aquatics in the amount of $2,000 to be used by the district for pool equipment or capital repairs.

The agreement is available from the Business Services Department upon request. Approval of this agreement by the Board will enable the District to meet its legal requirements for Public Agency contracts as well as Los Angeles County Office of Education requirements for payment, if applicable.

FISCAL IMPLICATIONS:
The agreement with Canyons Aquatic Club provides for annual lease revenue beginning in 2010/2011 in the amount of $47,227 with annual increases of 2%. In addition, an annual minimum contribution of $2,000 will be received towards equipment or capital improvements for the district pool.

RECOMMENDATIONS:
Move Approval of Agreement between Santa Clarita Community College District and Canyons Aquatic Club.

Submitted by: Jon A. Aasted

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Sharlene L. Coleal
FACILITIES USE AGREEMENT

BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
AND
CANYONS AQUATIC CLUB
## FACILITIES USE AGREEMENT

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<td>Scope of Agreement</td>
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<td>Lease and Use of Property</td>
<td>1</td>
</tr>
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<td>3</td>
<td>Term of Agreement</td>
<td>9</td>
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<td>4</td>
<td>Termination of Agreement</td>
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<td>5</td>
<td>Payment</td>
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<td>6</td>
<td>Insurance</td>
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<td>7</td>
<td>Indemnity</td>
<td>15</td>
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<td>8</td>
<td>Alternative Dispute Resolution</td>
<td>16</td>
</tr>
<tr>
<td>9</td>
<td>General Provisions</td>
<td>17</td>
</tr>
</tbody>
</table>
FACILITIES USE AGREEMENT

This Facilities Use Agreement is dated and effective September 1, 2010, ("Effective Date") between SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("Lessor"), a California community college district and political subdivision of the State of California, and CANYONS AQUATIC CLUB ("Lessee"), a Corporation, incorporated in the State of California. Lessor and Lessee are also referred to collectively as the “Parties” and individually as a “Party.”

A. Lessor owns and operates COC NATATORIUM AND SWIMMING POOL, a facility located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355 ("Property"). The Property is located on Lessor’s Valencia Campus ("Campus").

B. By this Agreement, Lessor desires, as authorized by the California Education Code, including but not limited to Section 38130, to allow use of its facilities by the general public, and whereas Lessee desires to so use these facilities; Lessee desires to lease from Lessor, as set forth below, certain portion of the Property for Lessee’s use in accordance with this Agreement.

C. The Parties further desire by this Agreement to set forth the terms and conditions upon which Lessee shall lease and use leased space and common areas at the Property, and set forth the Parties’ rights and obligations relating to the leased space, and the common areas, and this Agreement.

THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures below, the Parties agree as provided in this Agreement.

ARTICLE 1. SCOPE OF AGREEMENT.

In consideration of payments to be made by Lessee, Lessor shall lease to Lessee that certain space set forth below in Article 2 for Lessee’s use in accordance with the terms and conditions of this Agreement; and allow Lessee certain access to specified common areas: Outside Fields and Pool Office at the Property pursuant to this Agreement and the California Civic Center Act; and

ARTICLE 2. LEASE AND USE OF PROPERTY.

Section 2.1 Leased Space, Common Areas

2.1.1 Leased Space and Common Areas.

2.1.1.1 Description.

(a) Leased Space. Lessor shall lease to Lessee for Lessee’s use on a shared basis during the Term of this Agreement the COC Natatorium and Swimming Pool at the Property referred to collectively as “Leased Space”, which Leased Space is described as follows: COC Natatorium and Swimming Pool and designated on the site map attached as Exhibit A and incorporated by reference as part of this Agreement.

(b) Common Areas. Lessee shall have the right, on a shared use basis with Lessor and other third parties, to use the following common areas (collectively “Common Areas”): Outside Fields and Pool Office, parking, restrooms and paths of travel to and from Leased Space. Lessee may use the outside fields for dryland activities with the consent of the Athletic Department and under the
supervision of a Lessee’s coach or a qualified adult designated by Lessee’s coach. Further, Lessee has Lessor’s permission to use the pool office during open campus hours when not in use by Lessor’s staff. Lessee acknowledges any equipment, e.g., computers printer, etc., or supplies owned by Lessee and kept in the pool office are there at Lessee sole risk. The Lessor does not or will not assume any risk, responsibility or liability for Lessee’s equipment or supplies. Lessee is responsible for securing the pool office when it is not in use.

2.1.1.2 Access.

(a) Leased Space. Lessor shall issue to Lessee an appropriate number of keys to the Leased Space.

(b) Property. Access into the Property shall be gained only through Lessee’s staff and during the following times: See Exhibit B. If Lessee desires to gain access into the Property at times other than those set forth above when the Property is opened, Lessee will notify Lessor.

2.1.1.3 Condition of Leased Space and Property.

(a) Lessor is providing the Leased Space to Lessee, as of the Effective Date of this Agreement, on an “as is” basis.

(b) At the time Lessee entered upon and commenced occupation of the Leased Space, the Parties agree that the “as is” condition of the Leased Space and Property are as depicted in the photographs attached hereto as Exhibit C. Lessee accepts the Leased Space and Property in their “as is” condition as depicted in these photographs (“Pre-Existing Condition”).

2.1.2 Additional Facilities.

2.1.2.1 Approval Required. Lessee shall not use any additional facilities or space at the Property or the Campus without Lessor’s approval in writing. Lessee may request, in writing, from Lessor use of additional facilities at the Property or the Campus (“Additional Space”). If Lessor approves Lessee’s request for Additional Space, the Parties shall enter into a separate agreement or amendment to this Agreement. Lessee shall use the Additional Space in accordance with terms and conditions as mutually agreed upon by the Parties and in accordance with the Civic Center Act and Lessor’s Board policy implementing the Civic Center Act. Lessee shall pay Lessor a fee for use of each such Additional Space in accordance with the fee schedule in effect at the time of Lessee’s request. Notwithstanding the foregoing, Lessor shall not be required and is not obligated to provide any additional space or facilities to Lessee during the Term of this Agreement.

2.1.2.2 Charge for Non-Approved Additional Facilities. If Lessee uses any facilities or space that Lessor has not agreed to provide to Lessee under this Agreement or a subsequent Agreement pursuant to the preceding Paragraph, and after Lessor provides written notification to Lessee and Lessee does not completely vacate the facilities or space within five business days of receipt of Lessor’s notification, Lessee
will be charged and shall pay Lessor a rate of **One Hundred Dollars ($100)** per day for any such facilities or space that Lessee uses. Lessee shall pay Lessor the amount charged no later than 10 business days following the date of the invoice from Lessor.

**Section 2.2 Conditions Governing Use of Leased Space and Common Areas.**

2.2.1 **Permitted Use.** Lessee shall use the Leased Space for the sole purpose of providing swimming lessons to students ranging from the age of five (5) to adult, swim meets and limited use of outdoor space for pre-swim training, including stretching and other exercises. In addition to this space Canyons Aquatics has also requested permission to utilize the "pool office" during hours when not in use by District staff. All use by Lessee of the Common Areas and Additional Facilities shall be related to and in support of the operation and purposes stated in this Subsection. (Please see Exhibit C for Facility Use Guidelines.)

2.2.2 **Ownership and Title, Disposition, and Liens.** Ownership of and title to the Property and Campus is held by Lessor and shall remain in Lessor at all times. Lessee shall not sell, otherwise dispose, or cause liens, assessments, or any other charges or liabilities to be recorded or levied upon the Leased Space, the Property, or any other Lessor property.

2.2.3 **Alteration or Modification.** Lessee shall not alter, renovate, or otherwise modify any portion of the Leased Space, the Property, or the Campus without first obtaining Lessor’s prior written approval. Any alteration, renovation, or modification of the Leased Space, the Property, or the Campus that is approved by Lessor shall be at Lessee’s sole expense and liability, and subject to any additional terms and conditions as the Parties may agree upon and all laws, regulations, rules, and orders that apply to community college districts with respect to such work. If Lessee makes any alteration, renovation, or modification without Lessor’s prior written approval, Lessee, at Lessee’s sole expense, shall remove such work and restore all affected areas to their Pre-Existing Condition within 10 business days of Lessee’s receipt of written notification from Lessor. If Lessee fails to do so, Lessor may, without any further notice to Lessee, remove the work and restore all affected areas to their Pre-Existing Condition. Lessee shall reimburse Lessor for all costs for the removal and restoration work within 10 business days of receipt of the invoice from Lessor.

2.2.4 **Damage, Destruction, Waste, and Other Prohibited Use.** Lessee shall not damage or destroy the Leased Space or any other portions of the Property or the Campus. In addition, Lessee shall not damage or destroy any furnishings, equipment, or supplies of Lessor or of third parties using the Property or other Lessor facilities. Lessee shall further not commit any waste upon or place any loads upon the floor, walls, or ceiling that endanger any structure of the Property or any other Lessor property. Lessee shall also not commit any discharge, leakage, spillage, or pollution of any type upon or from the Property or any other Lessor property. Moreover, Lessee shall not place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Property or of any other Lessor property. Lessee shall also not dump or permit to remain upon any part of the Property or other Lessor property any waste materials or refuse, except in containers designated by Lessor for that purpose. If any discharge, leakage, spillage, emission, waste, or pollution of any type occurs upon or from the Property or any other Lessor property as a result of Lessee’s use and/or occupancy thereof or is caused, in whole or in part by Lessee, Lessee, at Lessee’s sole cost, shall clean all the property affected to the satisfaction of Lessor and any governmental agencies having jurisdiction over the Property and such other Lessor property.

2.2.5 **Access and Inspection.** Lessee shall permit Lessor and Lessor’s employees, agents, and representatives to enter the Leased Space to inspect or make repairs, alterations, or additions to the Leased Space. Lessor shall attempt to provide reasonable notice to Lessee where
practicable but shall not be obligated to do so in the event of an emergency or imminent threat to the health or safety of occupants.

2.2.6 **Sign.** Lessee may not install or place any sign at or around the Property without first obtaining Lessor’s written approval.

2.2.7 **Laws, Policies, and Procedures.** In using the Leased Space, and the Common Areas, Lessee and Lessee’s officers, employees, students, invitees, and agents shall comply with all of the following:

2.2.7.1 Lessor’s board policies and administrative procedures governing the use and operations of Lessor’s facilities.

2.2.7.2 All state and local environmental, fire, health, and safety laws, ordinances, and regulations. If Lessee’s use, occupancy, or modification of the Leased Space triggers the application of and compliance with the California Environmental Quality Act ("CEQA") or any other environmental laws, or building code standards, Lessee shall comply with same and be solely responsible for the cost of such compliance. If Lessee engages in any activity on the Property that constitutes a "project" under CEQA, Lessee shall be solely responsible for the cost of compliance and for complying with CEQA, but Lessor shall act as the lead agency. If Lessee fails to inform Lessor of activities that require compliance with CEQA or other environmental laws, or building code standards, before engaging in such activities, Lessee is responsible for all claims, actions, proceedings, costs, including attorney’s fees and costs, and any liability arising out of said failure, and to the greatest extent permitted by law, shall indemnify, defend, and hold harmless Lessor from such claims, actions, proceedings, costs, and liability.

2.2.7.3 Lessee shall also comply with the Civic Center Act (Education Code section 82537 et seq.) and Lessor’s applicable board policies in making the Leased Space accessible to members of the public. The Leased Space shall further be subject to any joint use or recreational program use that Lessor has established or may later establish, and/or any lease, agreements, or other arrangements between Lessor and third parties for use of the Property, except that these joint use, recreational programs, leases, agreements, or other arrangements shall not interfere with Lessee’s use of the Leased Space. In coordination and consultation with Lessee, Lessor shall evaluate and handle all requests for use of the Leased Space by members of the public pursuant to the Civic Center Act. Such requests shall be directed to Lessor at:

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Jon A. Aasted Director – Contracts and Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Santa Clarita Community College District</td>
</tr>
<tr>
<td></td>
<td>26455 Rockwell Canyon Road</td>
</tr>
<tr>
<td></td>
<td>Santa Clarita, CA 91355</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>661-362-5406</td>
</tr>
<tr>
<td>Facsimile No.:</td>
<td>661-362-5480</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jon.aasted@canyons.edu">jon.aasted@canyons.edu</a></td>
</tr>
</tbody>
</table>

2.2.8 **Smoking, Gambling, Alcohol, and Unsuitable Use Prohibited.** Smoking is prohibited at the Property and Campus except in those locations clearly designated as an approved smoking area. No Lessor property may be used for gambling or other games of chance or for any purpose that is inimical to public morals and welfare, or unsuitable for a public educational facility. The use of
alcohol is prohibited at the Property and Campus except under special circumstances described in California statutes.

2.2.9 Non-Interference with Other Use. At all times during use of the Leased Space and Common Areas, Lessee shall exercise care not to disrupt activities and operations of Lessor and any third party who may be using the Property or other facilities on the Campus.

2.2.10 Handling of Complaints. Lessee, in coordination with Lessor’s Assistant Superintendent / Vice President, Business Services, shall respond in writing to concerns expressed by any third party relating to Lessee’s use of the Leased Space or Common Areas. Lessee’s response shall be provided to the complainant, with a copy to Lessor, no later than five business days after receipt of a complaint. Any concerns by or between the Parties regarding Lessee’s use of the Leased Space or Common Areas shall be resolved in accordance with the dispute resolution process set forth in Article 8.

2.2.11 Evacuation and Emergency Drills. Lessee shall adhere to and have Lessee’s employees, staff, and students participate in Lessor’s evacuation and emergency drills occurring on the Property.

2.2.12 Supervision and Identification of Lessee Staff.

2.2.12.1 Lessee is responsible for the supervision and discipline of all employees and staff that Lessee places at the Leased Space. Lessee shall promptly address all incidents of misconduct involving such employees and staff, including any incidents that Lessor brings to Lessee’s attention.

2.2.12.2 All of Lessee’s employees and staff must have written identification indicating their status with Lessee at all times while they are at the Property. Such identification shall be provided to Lessor upon Lessor’s request.

2.2.13 Supervision and Discipline of Students. Lessee is responsible for the supervision and discipline of all of Lessee’s students while they are on the Property. Lessee shall promptly address all incidents involving misconduct by Lessee’s students at the Property, including those that are brought to Lessee’s attention by Lessor.

2.2.14 Coordination and Cooperation of Scheduling. The Parties shall cooperate and coordinate the scheduling of events and activities that each intends to hold at the Property to avoid scheduling conflicts or having multiple events or activities occur at the same time on the Property. In addition, the Parties shall cooperate and coordinate to resolve issues and concerns that may arise during the Term of this Agreement relating to Lessee’s occupation and use of the Leased Space and Common Areas. The coordination shall be between Lessee’s President of Canyons Aquatic Center and Lessor’s Assistant Superintendent / Vice President, Business Services.

2.2.15 Rules and Regulations

2.2.15.1 Use and occupancy of District property shall be primarily for public District purposes. Authorized use or occupancy of the property for other than public District purposes shall be secondary and subordinate to this primary purpose. The District reserves the right to deny any facility use that it deems inappropriate use of the District campus.

2.2.15.2 No use or occupancy of District property will be permitted if the board of Trustees, in the exercise of its discretion, determines that such use or occupancy will interfere with the use of the property for District purposes.
2.2.15.3 The District may require to be furnished, reasonably in advance, with a complete program, with copies of all talks and addresses and script of any entertainment proposed to be given on District property. If such copy reasonable demonstrates that the program will be in violation of the law or of these rules or be deemed inappropriate use of the District campus, the proposed use shall not be permitted.

2.2.15.4 The Lessee shall comply with Title IX regulations.

2.2.15.5 The District is not responsible for setting up Lessee equipment unless proper arrangements have been made. District employees, including additional security, used by the Organization must be paid for by the Organization using the facility at the District established rate of pay. The District will bill for the amount due for services rendered and facility usage. Payments are to be made directly to the District.

2.2.15.6 The District will perform the clean up after each event and Lessee shall be responsible for payment of the assessed fee based on the Fee Schedule.

2.2.15.7 District shall assume no responsibility for mail and shall not permit use of District telephone for long distance calls by members of the Organizations using the facilities. If these Rules and Regulations are violated, the District shall revoke Facility Use permit(s) and shall refuse to give future Facility Use permits to the Organization involved.

2.2.15.8 Any removal of District fixtures or other damage to the District property including, but not limited to, unbolting, unscrewing, defacing, painting or other damaging of District facilities is strictly prohibited and may subject Lessee to a fine, repair charges, and/or termination of use or occupancy of District property.

2.2.15.9 No existing signage shall be covered or defaced in any way.

2.2.15.10 Lessee shall not be permitted to remove or displace furniture or apparatus except with permission, and under the supervision of, the District representative in charge.

2.2.15.11 There shall be no smoking or use of tobacco products, intoxicants, alcohol or narcotics in or about District property including parking lots. No gambling will be permitted.

2.2.15.12 Food and beverage Concessions: COC Foundation will provide concessions for all Stadium events. All other concessions and food services on the District campus must be approved by the District.

2.2.15.13 Food or refreshments are not permitted in auditoriums or classrooms.

2.2.15.14 The vending or sale of any article will not be permitted during use or occupancy of the District property without prior approval.

2.2.16 Additional Issues. The Parties are entering into an agreement for the lease and use of the Leased Space and Common Areas for the purposes stated in this Agreement. The Parties have done their best to negotiate and anticipate issues relating to the lease and use of the Leased Space and Common Areas. However, issues may arise. If such issues arise, the Parties shall cooperate to resolve them in accordance with the dispute resolution process set forth in Article 8.
SECTION 2.3  FURNISHINGS, EQUIPMENT AND RELATED SERVICES, AND SUPPLIES.

2.3.1  Furnishings, Equipment, and Supplies

Lessee shall be solely responsible, at Lessee’s cost, to provide any furnishings, equipment, supplies, and any items collectively, “Lessee Equipment” that Lessee may need to operate at the Property. Lessee agrees to provide in addition to the annual lease payment a minimum annual contribution in the amount of Two Thousand Dollars ($2,000) to be used by Lessor for pool equipment and capital repairs. Unless Lessor approves in writing, Lessee may only place Lessee Equipment in the Leased Space and no Lessee Equipment shall be placed in any Common Areas, Additional Facilities, or any other spaces at the Property. Lessee shall be responsible for any loss, damage, or destruction of any Lessee Equipment.

2.3.2  Partnering Option. As mutually agreed upon, to accomplish a partnership between Lessor and Lessee for improvement projects and equipment, such as starting blocks, lane lines, and other tangible items for the COC Natatorium, Lessee may opt to donate additional funding to Lessor, or directly purchase items. Lessor may opt to match such additional funding in an equal amount up to Five Thousand Dollars ($5,000) at Lessor’s discretion. All purchases made with such funding shall be mutually agreed upon and documented in writing. All such purchases shall be itemized on exhibit B, and will become the property of the Lessor.

2.3.3  Telephone and Internet Connectivity and Services. Lessor shall provide connectivity and access services necessary to operate landline telephones in the Leased Space. With respect to Internet connectivity, Lessor is responsible for obtaining, upkeep, and maintenance of connectivity and the cost of Internet access services. Lessor reserves the right, at any time during the Term of this Agreement and upon 30 days written notice to Lessee, to require Lessee to provide Lessee’s own telephone connectivity and services, and/or Internet connectivity and services. If Lessor exercises this right, the Parties shall negotiate in good faith to allow Lessee reasonable access to Lessor’s facilities, and reasonable time for Lessee to install equipment and make any necessary improvements to allow for Lessee’s connectivity for telephone and Internet services.

2.3.4  Interference, Disruption, or Unauthorized Access Prohibited. No equipment, service systems, or service connectivity used by Lessee at the Property may interfere with or disrupt the operations of the Property, or any other Lessor facilities and systems. Lessee’s equipment, service systems, and other service connectivity shall also not interfere with the operations and service of the equipment, service systems, and Internet and other service connectivity of Lessor or any third party at the Property, or at any other Lessor premises or facilities. Except as provided in this Subsection or approved by Lessor in writing, Lessee shall not use any equipment, service systems, or Internet or other service connectivity to access Lessor’s equipment, service systems, or Internet or other service connectivity at the Property, or at any other Lessor premises or facilities.

2.3.5  Approval Required for Equipment Installation. Before Lessee may make any improvements or modifications to any portion of the Property, or any Lessor facilities in order to install any equipment, service systems, or other service connectivity, Lessee shall first obtain Lessor’s written approval.

Section 2.4  Maintenance and Utilities.
2.4.1 Maintenance. Lessor shall be responsible, at Lessor’s cost, to maintain the Property, including the Leased Space. Maintenance shall include routine maintenance and repair, and daily janitorial services for the pool, natatorium, locker rooms, rest rooms, showers and all appurtenances thereto in a clean, sanitary and good operating condition. District will comply with all Health Department regulations and standards. Maintenance does not include work to repair or replace any loss, damage, or destruction of the Property or any furnishings, equipment, materials, or supplies arising from or caused by any acts or omissions of a Party and/or Party’s officers, employees, vendors, contractors, invitees, students, or agents.

2.4.2 Utilities. The Parties agree that the cost of utilities to operate the Leased Space is included in the Lease Payment. Lessor shall be responsible for payment of all utilities used at the Property, including utilities used by Lessee at the Leased Space and Common Areas.

Section 2.5 Repair and Restoration of Property.

2.5.1 Pre-Existing Condition Required. The Leased Space and Common Areas shall be in their Pre-Existing Condition, excepting normal wear and tear.

2.5.2 Repair and Restoration. If repair, replacement, or restoration of any portion of the Leased Space or Common Areas is necessary to restore any such space to its Pre-Existing Condition, the provisions of this Subsection shall apply. The provisions of this Subsection shall also apply if there is any loss, damage, or destruction to any other Lessor structures, facilities, furnishings, equipment, or other property arising out of or related to Lessee’s use or occupation of the Leased Space and Common Areas.

2.5.2.1 Solely Caused by Lessor. If repair, replacement, or restoration is necessary due to loss, destruction, or damage caused solely by Lessor and/or Lessor’s officers, employees, volunteers, students, invitees, or agents, Lessor, at Lessor’s expense, shall perform such work and pay for all costs and fees to perform such work.

2.5.2.2 Solely Caused by Lessee. If repair, replacement, or restoration is necessary due to loss, destruction, or damage caused solely by Lessee and/or Lessee’s officers, employees, volunteers, students, invitees, or agents, Lessee, at Lessee’s option, may by written demand require Lessor, at Lessee’s expense, to perform such work or Lessor may require Lessee to reimburse Lessor for all costs and fees incurred by Lessor to perform such work. If required by Lessor to perform the work, Lessee shall promptly perform and complete such work by no later than 30 days after the effective date of termination of this Agreement or Lessee’s receipt of Lessor’s written notice for Lessee to perform the work, whichever is earlier. If Lessor requires reimbursement from Lessee, Lessee shall pay such reimbursement within 30 days of receipt of Lessor’s invoice.

2.5.2.3 Jointly Caused by Parties. If repair, replacement, or restoration is necessary due to loss, destruction, or damage caused jointly by the Parties and/or their respective officers, employees, volunteers, students, invitees, or agents, each Party shall be responsible for such repair, replacement, or restoration to the Pre-Existing Condition, and for the associated costs, in proportion to each Party’s liability for the loss, destruction, or damage. Lessor, at Lessor’s option, and with written notice to Lessee before commencement of any work, may elect to perform all repair, replacement, or restoration work with each Party responsible for payment of the associated costs in proportion to each Party’s liability for the loss, destruction, or damage. If Lessor elects
to perform the repair, replacement, or restoration work, Lessee shall pay Lessee's proportional cost to Lessor within 30 days of receipt of Lessor's invoice.

2.5.2.4 Caused by Unknown or Unaffiliated Third Parties.

(a) If repair, replacement, or restoration is necessary due to loss, destruction, or damage caused by a third party whose identity cannot be determined, or is determined not to be Lessee's officer, employee, volunteer, student, invitee, or agent, and not to be Lessor's officer, employee, volunteer, student, invitee, or agent, Lessor shall be responsible for all work, and all costs associated with, the repair, replacement, or restoration, unless the loss, destruction, or damage is the result of or arose out of the act or omission of Lessee and/or Lessee's officers, employees, volunteers, students, invitees, or agents in which case Lessee shall be responsible for all work and associated costs for the repair, replacement, or restoration. As an example, and not as a limitation, if Lessee fails to lock the Leased Space and an unidentified person enters the Leased Space and damages the Leased Space, Lessee shall be responsible for all work and associated costs to repair, replace, or restore the Leased Space. As a further example, if one of Lessee's employees is involved in a physical altercation with an unidentified person and during the altercation and the unidentified person causes damages to the Property, Lessee shall be responsible for all work and associated costs to repair or replace the damages to the Property.

(b) Where the loss, destruction, or damage is the result of or arose out of the act or omission of Lessee and/or Lessee's officers, employees, volunteers, students, invitees, or agents as set forth in Subparagraph (a) above, Lessor, at Lessor's option, and with written notice to Lessee before commencement of any work, may elect to perform all repair, replacement, or restoration work with Lessee responsible for all associated costs for the loss, destruction, or damage. If Lessor elects to perform the repair, replacement, or restoration work, Lessee shall pay Lessee's proportional cost to Lessor within 30 days of receipt of Lessor's invoice.

2.5.2.5 Lessor's Sole Discretion. Notwithstanding the preceding Paragraphs, if the Property is Completely Destroyed (defined as destruction of more than 40 percent of the usable space at the Property) or determined by the appropriate governmental authorities to be not suitable for occupancy, Lessor, at Lessor's sole discretion and upon written notice to Lessee, may elect not to repair, replace, or restore the Property notwithstanding the availability of insurance proceeds. If Lessor so elects, this Agreement shall be deemed to terminate effective the date the Property was Completely Destroyed or determined by the appropriate governmental authorities to be not suitable for occupancy.

2.5.3 Replacement of Leased Space During Repair or Restoration; Termination of Agreement if No Comparable Replacement.

2.5.3.1 In the event any loss, destruction, or damage (other than as provided in Paragraph 2.5.2.5 above) of the Leased Space renders the Leased Space not useable by Lessee for the purposes set forth in this Agreement, the Parties shall cooperate and negotiate in good faith to provide Lessee with a comparable replacement space at the Property in which Lessee may continue Lessee's operation until the Leased Space is repaired.
or restored. Any agreement by the Parties as to a replacement space shall identify the replacement space, use period, and use fee (if different than the amount provided in Article 5 below), and shall be set forth in writing and executed by the Parties.

2.5.3.2 If the Parties cannot agree upon a comparable space or no comparable space is available at the Property, Lessee, at Lessee's discretion may terminate this Agreement upon providing Lessor with 30 days written notice and, Lessee, at Lessee's sole liability, may cease operation at the Property, or either Party, notwithstanding Section 4.1 and subject to Section 4.2, may terminate this Agreement upon providing the other Party with 30 days written notice before the effective date of termination.

2.5.4 Lessee Personal Property. Lessee shall be responsible for any loss, damage, or destruction of any of Lessee's furnishings, equipment, supplies, and any other personal property that Lessee places at the Property or Campus, unless the loss, damage, or destruction is caused by solely by the act or omission of Lessor and/or Lessor's officers, employees, volunteers, or agents, or students, or invitees in which case Lessor is responsible and Lessor, at Lessor's option, shall repair or replace the furnishing, equipment, supply or personal property that is lost, damaged, or destroyed or pay Lessee an amount not to exceed the insurance proceeds that Lessor receives for the loss, damage, or destruction of the property.

ARTICLE 3. TERM OF AGREEMENT.

Section 3.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter until and including September 1, 2015 ("Term"), with an option, as mutually agreed upon, to renew for an additional five years unless this Agreement is terminated during the Term as provided below in this Agreement.

Section 3.2 Renewal of Agreement.

Where this Agreement terminates by expiration of the Term, the Parties may mutually agree in writing executed by the Parties to renew this Agreement for a successive term of the same duration as the Term, or for a longer or shorter period.

ARTICLE 4. TERMINATION OF AGREEMENT.

Section 4.1 Grounds for Termination.

This Agreement shall terminate upon expiration of the Term. Any termination of this Agreement during the Term shall be in accordance with the following:

4.1.1 With or Without Cause. Each Party, with or without cause, may terminate this Agreement at any time during the Term of this Agreement upon providing the other Party with at least 90 days written notice before the effective date of termination.

4.1.2 Other Grounds for Termination. Notwithstanding any provisions to the contrary in this Agreement, this Agreement shall also terminate pursuant to any of the following:
4.1.2.1 **Destruction or Unsuitability of Property.** This Agreement shall terminate if the Property is Completely Destroyed or determined by the appropriate governmental authorities to be not suitable for occupancy, and Lessor determines that the Property will not be restored, replaced, or repaired notwithstanding the availability of any insurance proceeds.

4.1.2.2 **Lessor Facilities Need.** After a finding by Lessor’s Board of Trustees that any or all space at the Property is necessary to accommodate Lessor’s students, employees, programs, courses, training, or other activities, Lessor may terminate this Agreement upon providing Lessee with at least 120 days written notice before the effective date of termination.

4.1.2.3 **Lessee Noncompliance with Applicable Laws.** Lessor, at Lessor’s sole discretion and upon written notice to Lessee, may terminate this Agreement effective on the date stated in Lessor’s written notice if Lessee, in using the Leased Space or Common Areas, fails to comply with federal, state, local laws, or Lessor’s board policies and administrative procedures applicable to the use and operation of the Property.

4.1.2.4 **Receivership or Bankruptcy of, or Inability to Pay Debts by Lessee.** If Lessee shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (2) be unable, fail, or admit in writing Lessee’s inability generally to pay Lessee’s debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against Lessee under applicable federal bankruptcy law, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee any bankruptcy, reorganization, or insolvency proceeding, Lessor, at Lessor’s election and upon providing written notice to Lessee, may terminate this Agreement effective on the date specified in Lessor’s notice of termination.

4.1.2.5 **Order, Judgment, or Decree.** If an order, judgment, or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without Lessee’s application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for 30 consecutive days, Lessor, at Lessor’s election and upon providing written notice to Lessee, may terminate this Agreement effective on the date specified in Lessor’s notice of termination.

4.1.2.6 **Lessee’s Unauthorized Assignment or Transfer of Agreement.** Any assignment or transfer of this Agreement by Lessee in violation of Section 9.7 constitutes a material breach of this Agreement and Lessor, at Lessor’s sole discretion and upon written notice to Lessee, may terminate this Agreement effective on the date stated in Lessor’s written notice.

4.1.2.7 **Lessee’s Failure to Procure and Maintain Required Insurance.** If Lessee fails to provide any of the insurance as required below in this Agreement, Lessor, upon providing Lessee with written notice, may terminate this Agreement effective on the date stated in Lessor’s written notice.

**Section 4.2 Rights and Obligations Upon Termination.**
Upon termination of this Agreement, the following shall apply:

4.2.1 Payment. Unless specifically provided otherwise in this Agreement, Lessee shall pay Lessor all Lease Payment, Late Charge, and any other costs and fees that are due to Lessor as of the effective date of termination of this Agreement. Payment of these fees and costs must be received by Lessor within 10 business days of the effective date of termination of this Agreement.

4.2.2 Surrender and Vacate Property. By the end of business on the effective date of termination of this Agreement, Lessee shall completely surrender and vacate the Leased Space and all other portions of the Property or Campus on which Lessee may be occupying or using, including removal of all of Lessee's furnishings, equipment, supplies, and any other property. Any of Lessee's property that is not removed within 10 business days after notification by Lessor to Lessee shall be deemed abandoned and Lessor may keep the property without any compensation to Lessee, or remove and/or dispose of the property as Lessor deems proper. If Lessor incurs any cost to remove and/or dispose of the property, Lessor will invoice Lessee and Lessee shall pay Lessor within 15 business days of the date of the invoice.

4.2.3 Restoration of Leased Space and Property. Lessee shall satisfy all obligations under Subsection 2.5.2.

4.2.4 Return of Lessor Personal Property. No later than 10 business days following the effective date of termination of this Agreement, Lessee shall return to Lessor and completely surrender any of Lessor's equipment and property, including any keys that Lessor may have issued to Lessee, in Lessee's possession, custody, or control.

4.2.5 Reversion. Rights to Leased Space and Property. Lessee's right to use and occupy the Leased Space and the Property shall revert to Lessor. As titheholder to the Property and the Campus, Lessor shall have the right, upon termination of this Agreement, to recoup the full rights and benefits of such ownership, including but not limited to the full use of the Leased Space and Common Areas for Lessor's programs and services. Without any notice to Lessee, Lessor shall also have the right to re-enter and take possession of the Leased Space and eject Lessee, and Lessee's officers, employees, volunteers, students, invitees, and agents, and any of Lessee's tenants, assignees or other person or persons claiming any right under or through Lessee.

4.2.6 Reimbursement and Recovery of Costs. If Lessee fails to fulfill Lessee's obligations under Subsections 4.2.3 through 4.2.5, Lessor shall have, in addition to any and all rights provided in this Agreement and in applicable laws, the right to perform Lessee's obligations, and invoice and seek recovery from Lessee for any costs and damages that Lessor incurs or sustains in performing Lessee's obligations.

4.2.7 Holdover. If Lessee holds over in use of the Leased Space, such holding over shall not be deemed to extend the period for Lessee to use the Leased Space or to provide Lessee with any implied or expressed right to such use, but the use shall continue upon the covenants and conditions in this Agreement at 125 percent of the Lease Payment.

4.2.8 Survival of Section. The provisions of this Section shall survive termination of this Agreement.

Section 4.3 Force Majeure.
4.3.1 \textbf{Applicability and Relief}. The provisions in this Section shall apply if either Party is delayed or prevented from performing this Agreement by a Force Majeure Event, as that term is defined in the Subsection below. No Party shall be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay, and such failure or delay is beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have avoided the Force Majeure Event and such Force Majeure Event was not avoided.

4.3.2 \textbf{Force Majeure Event}. A "Force Majeure Event" shall mean events or circumstances beyond the Parties' reasonable control and occurring without any fault or negligence of a Party, and which by the exercise of due diligence by the Parties could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation. A Force Majeure Event shall not include events or circumstances that are within a Party's reasonable control or that occurs as a result of or arises from a Party's act or omission, which events or circumstances include, but are not limited to, failure by a Party and/or its subcontractors, suppliers, or agents to meet their legal or contractual obligations where no Force Majeure Event has occurred; disruption in services to a Party caused by one or more of the following: server failures, software glitches, disputes with subcontractors, suppliers, or other agents or parties, or disputes between a Party and that Party's employees.

4.3.3 \textbf{Notice and Dispute Resolution}.

4.3.3.1 \textbf{Force Majeure Notice}. Unless prevented from doing so due to a disruption of mail delivery and failure of electronic and other communication devices and services or due to other good causes, a Party seeking relief due to a Force Majeure Event must provide written notice ("Force Majeure Notice") to the other Party within 14 days of any events and/or circumstances asserted to constitute a Force Majeure Event. The Force Majeure Notice shall describe, at a minimum, the following and shall be effective when received by the other Party:

(a) The events and/or circumstances that are asserted to constitute a Force Majeure Event.

(b) The date on which the events and/or circumstances first occurred.

(c) The date the events and/or circumstances ceased or are anticipated to cease.

(d) Endeavors or steps taken by the Party seeking relief to avoid or mitigate having to suspend or terminate that Party's obligations under this Agreement.

(e) If the Force Majeure Notice is not provided to the other Party within 14 days of the events and/or circumstances asserted to constitute a Force Majeure Event, the reasons for failure to timely provide the Force Majeure Notice.

(f) The specific relief being sought. If a Party seeks to suspend its performance of one, several, or all provisions of this Agreement, that Party must specify the period during which the suspension is proposed to take effect and, where a suspension is sought only as to one or several provisions of this Agreement, the particular provision(s) that the Party seeks to suspend performance. If the
Party seeks to terminate this Agreement, the Party must specify the date upon which the termination is proposed to take effect.

(g) The name, title, and contact information for the Party's representative who is giving the Force Majeure Notice.

4.3.3.2 Force Majeure Objection. Within 14 days of receipt of the Force Majeure Notice, the other Party may object and dispute the Force Majeure Notice and any of the content of the Force Majeure Notice by providing the Party seeking relief written notice of the objection ("Force Majeure Objection"). The Force Majeure Objection shall state the following: (1) each ground for the objection, (2) the facts supporting the objection, (3) the specific provisions of this Agreement that support or relate to the objection, and (4) the name, title, and contact information for the Party's representative who is making the objection.

4.3.3.3 Dispute Resolution. Absent a mutual agreement otherwise, any dispute between the Parties with respect to this Section shall be subject to and handled in accordance with the dispute resolution process set forth below in Article 8.

4.3.3.4 Disruption of Required Notices. If a catastrophic event or other similar event or circumstance prevents the delivery of the notices required by this Section to the other Party at the addresses specified in this Agreement, a Party shall use its best efforts to provide the other Party with the notices within the time required by this Agreement. If all methods of giving notice are interrupted, the notices required by this Subsection shall be given as soon as practicable after the event or circumstance asserted to be a Force Majeure Event.

ARTICLE 5. PAYMENT.

Section 5.1 Lease Payment Amount and Schedule.

5.1.1 Lease Payment. In consideration for Lessee's use of the Leased Space and Common Areas and other benefits provided by Lessor to Lessee under this Agreement, Lessee shall pay Lessor a Lease Payment which reflects a 2% increase year-over-year starting with the 2009/2010 annual Lease Payment as a baseline.

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Annual Lease Payment</th>
<th>Monthly Installments Payable on the First of Each Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010/2011</td>
<td>$47,227</td>
<td>Beginning 9/1/10 : $3,935.58</td>
</tr>
<tr>
<td>2011/2012</td>
<td>$48,172</td>
<td>Beginning 9/1/11 : $4,014.33</td>
</tr>
<tr>
<td>2012/2013</td>
<td>$49,135</td>
<td>Beginning 9/1/12 : $4,094.58</td>
</tr>
<tr>
<td>2013/2014</td>
<td>$50,117</td>
<td>Beginning 9/1/13 : $4,176.41</td>
</tr>
<tr>
<td>2014/2015</td>
<td>$51,121</td>
<td>Beginning 9/1/14 : $4,260.08</td>
</tr>
</tbody>
</table>

5.1.2 Payment Schedule. Lessee shall pay the Lease Payment to Lessor on the first day of the calendar month on the Effective Date of the Agreement and each subsequent calendar month, without any invoice or request for payment from Lessor, in monthly installment in the amounts listed in 5.1.1 above.

5.1.3 Payment Adjustments. In the event of a pool closure for repair or maintenance issues caused by Lessor, and as mutually agreed upon, Lessor may waive some or all of the monthly Lease
Payment fee based on a pro-rated amount for the loss of facility use by Lessee, provided Lessee has scheduled use of the facility during such period.

5.1.4 Additional Costs. To the extent Lessee is required by other provisions of this Agreement to make payments in addition to the Lease Payment ("Additional Payment"), such Additional Payment, unless otherwise specifically provided, shall be paid to Lessor at the same time as the Lease Payment.

Section 5.2 Late Charge.

If Lessor does not receive from Lessee the Lease Payment or any other sum due under this Agreement within 10 business days when such an amount is due, Lessee shall pay to Lessor a late charge equal to one (1) percent of such overdue amount or the maximum amount allowed by law, whichever is less ("Late Charge"). The Parties agree that the Late Charge represents a fair and reasonable estimate of the costs Lessor will incur due to Lessee's late payment. Lessor's acceptance of the Late Charge does not constitute a waiver of Lessee's breach of this Agreement with respect to such overdue amount, and shall not preclude Lessor from exercising any of Lessor's other rights and remedies under this Agreement or applicable laws.

ARTICLE 6. INSURANCE.

Section 6.1 Lessee.

6.1.1 Required Insurance. Lessee, at Lessee's cost, commencing on the Effective Date of and during the Term of this Agreement, shall procure and maintain in full force and effect the following insurance or, if self-insurance will be provided, coverage under such self-insurance shall, at a minimum, comply with the requirements set forth below:

6.1.1.1 Commercial General Liability Insurance with limits of liability of not less than $1,000,000 per occurrence for bodily injury, personal injury, advertising injury, and property damage. This insurance shall include contractual liability and products and completed operations coverage of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) Lessor and its Board of Trustees and members thereof, officers, employees, students, volunteers, and agents as additional insureds; and (ii) a written notice to be mailed to Lessor by insurer or self insurance administrator no later than 30 days prior to the effective date of any cancellation, non-renewal, or reduction of coverage of such insurance.

6.1.1.2 Commercial Automobile Liability with limits of liability of not less than $1,000,000 per occurrence, for owned, non-owned, and hired vehicles.

6.1.1.3 Workers' Compensation Insurance as required by the State of California and employers' liability insurance with limits of not less than $1,000,000.

6.1.1.4 Property insurance for any personal property that Lessee installs or places at the Property.

6.1.2 Lessee's Insurance Primary. Lessee's insurance shall be endorsed to be primary. Such endorsement shall state that Lessor's insurance coverage is excess of Lessee's insurance coverage and will not contribute with Lessee's insurance.
6.1.3 **Insurer Rating.** The insurance required above shall be provided by insurer(s) that are admitted by the State of California to transact insurance and have an A.M. Best rating of at least A-VII or higher. Lessor, in Lessor’s sole discretion, may waive in writing these requirements.

6.1.4 **Proof of Insurance.** Lessee shall provide proof of the above insurance to Lessor before any use or occupation of the Leased Space, including copies of the endorsements required above. Lessee shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days before the expiration of such insurance. Upon Lessor’s request, Lessee shall provide Lessor with a certified copy of any or all of the above-required insurance or other proof of the above insurance satisfactory to Lessor.

6.1.5 **Notice of Cancellation or Coverage Reduction.** The above insurance shall be endorsed to include a written notice to be mailed to Lessor by each insurer no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of such insurance.

6.1.6 **Deductible or Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by Lessor before their application. Lessee shall be solely responsible for payment of any deductibles or self-insured retentions for insurance that Lessee is required to procure under this Agreement.

6.1.7 **Claims-Made Policies.** If any of the above-required insurance is written on a claims-made basis, Lessee shall provide an extended reporting period (i.e., tail coverage) available for Lessor commencing on the termination of this Agreement for the coverage and limits specified in this Section and extending for five years from the termination of this Agreement.

6.1.8 **Procurement by Lessor.** If Lessee fails to provide any of the above-required insurance, Lessor may, but is not obligated to, procure and maintain such insurance. If Lessor elects to procure any of the above-required insurance, Lessor shall provide Lessee with written notice of this election at least 10 business days before Lessor procures the insurance. After providing Lessee with the 10-business day notice and if Lessor procures any of the above-required insurance pursuant to this Subsection, Lessee shall be responsible for the cost of such insurance and shall reimburse the cost of such insurance to Lessor no later than 10 business days of the date of the invoice from Lessor.

**Section 6.2  Lessor.**

During the Term of this Agreement, Lessor shall maintain insurance or self-insurance against claims for injuries to persons and damages to property (real and personal, including the structures on Lessor property and any Lessor-owned personal property).

**ARTICLE 7. INDEMNITY.**

**Section 7.1  Indemnity Obligations of Parties.**

To the fullest extent permitted by law and only in proportion to each Party’s respective liability, each Party ("Indemnifying Party") shall, defend, indemnify, and hold harmless the other Party ("Indemnified Party") and the Indemnified Party’s governing body, officers, employees, students, and agents from and against any claims, suits, and liability relating to this Agreement and arising out of any act or omission of, or caused by, the Indemnifying Party and/or the Indemnifying Party’s governing body, officers, employees, students, or agents. The Parties intend by the provisions in this Section and hereby agree that where the Parties are jointly liable, each Party’s obligation under this Section to the other Party shall only be in proportion to each Party’s liability. Each Party is solely liable for any claims, suits, and liability...
arising out of the sole act or omission of, or caused solely by, that Party and/or its governing body, officers, employees, students, or agents.

Section 7.2 Notice of Claim.

Where an Indemnifying Party is required by this Agreement to indemnify, defend, or hold harmless an Indemnified Party with respect to any claim by a third party, the Indemnified Party shall give prompt and reasonably detailed written notice of the circumstances to the Indemnifying Party, including, if known, the name of the third party and the amount of the third party's claim. If the amount of the third party's claim is not yet liquidated or otherwise determinable, the Indemnified Party shall include in the notice to the Indemnifying Party a reasonable, good faith estimate of the amount of the third party's claim. Any delay by the Indemnified Party in giving notice to the Indemnifying Party as required by this Section shall not relieve the Indemnifying Party of the Indemnified Party's indemnity, defense, and hold harmless obligations, unless the Indemnified Party's delay in giving notice results in actual prejudice and then only to the extent of the actual prejudice. The Indemnified Party shall not make any admission, make or accept any offer of settlement or compromise, or consent to entry of any judgment (other than a dismissal on the merits with prejudice without costs) or findings of fact, without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

Section 7.3 No Limitation by Insurance.

Neither the existence of any of the insurance coverage required to be carried by either Party pursuant to this Agreement, nor the minimum coverage limits specified in this Agreement with respect to any such coverage, shall be deemed to limit or restrict in any way a Party's liability arising under or out of this Agreement. Each Party shall be liable to the fullest extent provided under this Agreement and permitted by law without regard to whether insurance exists with respect to any liability on either Party's part under this Agreement.

Section 7.4 Survival of Obligations.

The obligations set forth in this Article shall survive the termination of this Agreement.

ARTICLE 8. DISPUTE RESOLUTION.

Section 8.1 Compliance; Exception for Injunctive Relief.

8.1.1 Compliance. Unless specifically provided otherwise in this Agreement, disputes between the Parties regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement, shall first be resolved using the dispute resolution process set forth in this Article. Except for an action to obtain injunctive relief in accordance with the Subsection immediately following, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with the provisions of this Article.

8.1.2 Injunctive Relief. A Party may seek injunctive relief without first complying with the dispute resolution process set forth in this Article to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the dispute resolution process.

Section 8.2 Notice of Dispute and Response Thereto.

8.2.1 Notice. The Party initiating the dispute resolution process shall prepare and send to the other Party a written notice of dispute ("Notice of Dispute") that shall include, at a minimum, the
following information: (1) a statement of the facts of the dispute, including information concerning the Parties’ prior attempts to resolve the dispute; (2) the specific provisions of this Agreement that are involved in the dispute; (3) the specific resolution sought by the Party; and (4) the name, title, and contact information of the Party’s representative who will be responsible for communicating and meeting with the other Party’s representative.

8.2.2 **Response.** Within 10 days of receiving the Notice of Dispute, the other Party shall respond in writing to the statements in the Notice of Dispute, and include the name, title, and contact information of that Party’s representative who will be responsible for communicating and meeting with the other Party’s representative (“Response to Dispute”).

8.2.3 **Non-Waiver of Privileges.** The requirements in the two preceding Subsections shall not be deemed as a waiver by either Party of the attorney-client privilege, attorney work product doctrine, or any other rights and privileges, whether in law or in equity, that either Party may have with respect to any dispute arising out of or related to this Agreement.

**Section 8.3 Informal Meeting.**

Unless the Parties mutually agree otherwise, within 10 days of the Response to Dispute, the representatives of each Party shall meet to try, in good faith, to resolve the dispute. If the Parties mutually agree, they may use and retain a mediator to assist them in the resolution of the dispute during the informal meeting. If a mediator is used, each Party shall pay one-half of the mediator’s fees and costs. Each Party shall be responsible for any attorney’s fees and costs that each Party may incur.

**ARTICLE 9. GENERAL PROVISIONS.**

**Section 9.1 Entire Agreement and Amendment.**

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

**Section 9.2 Applicable Law, Venue, and Interpretation.**

This Agreement, and the Parties’ rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by Lessor. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

**Section 9.3 Severability.**

If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties’ intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits under this Agreement.
Section 9.4 Notices.

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

<table>
<thead>
<tr>
<th>LESSOR</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant Superintendent, Vice President, Business Services</td>
</tr>
<tr>
<td></td>
<td>Santa Clarita Community College District</td>
</tr>
<tr>
<td></td>
<td>26455 Rockwell Canyon Road</td>
</tr>
<tr>
<td></td>
<td>Santa Clarita, CA 91365</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Canyons Aquatic Club</td>
</tr>
<tr>
<td></td>
<td>P.O. BOX 55125</td>
</tr>
<tr>
<td></td>
<td>Santa Clarita, CA 91365-0125</td>
</tr>
<tr>
<td>Attn:</td>
<td>Ron Mita, President, Board of Directors</td>
</tr>
</tbody>
</table>

A Party may change its/his/her designated representative and/or address for receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

Section 9.5 Binding Effect.

This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

Section 9.6 Cumulative Rights and Remedies.

Unless specifically provided in this Agreement, no right or remedy in this Agreement provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this Agreement, or now or hereafter existing at law or in equity.

Section 9.7 Assignment, Transfer, and Sublease.

Lessees shall not assign or transfer any of Lessee's rights or obligations under this Agreement (including by operation of law or change of control or merger) or sublease any or all portions of the Leased Space without Lessor's prior written consent.

Section 9.8 Waiver.
Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Agreement shall not constitute a waiver of, or estoppel with respect to the covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Agreement shall not be deemed or constitute a waiver by that Party of any other provision of this Agreement, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agree to in writing.

Section 9.9 Advertising.

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

Section 9.10 Headings.

The headings in this Agreement are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Agreement or of any of the provisions of this Agreement. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this Agreement.

Section 9.11 Execution by Facsimile or in Counterparts.

The Parties may execute this Agreement in counterparts such that their signatures may be on separate signature pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

Section 9.12 Authority to Execute Agreement.

Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind the Party to this Agreement.

Section 9.13 Conflicts in Agreement.

If there are any conflicts or inconsistencies between any of the provisions set forth in this Agreement and the provisions set forth in any other documents that are part of and constitute this Agreement, the conflicts or inconsistencies shall be resolved by giving precedence in the following order: Facilities Use Agreement, Exhibits.

Section 9.14 Approval of Lessor's Board of Trustees.

Pursuant to Education Code section 81655, this Agreement is not valid and does not constitute an enforceable obligation against Lessor unless and until Lessor's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
Exhibit B

Pre-existing Conditions of Leased Space and Property
And Lessor and Lessee Equipment Ownership Listing

Pre –Existing Condition of Leased Space and Property:

- Walk through to be scheduled prior to contract execution

**Lessor Equipment List** (as of September 1, 2010)

1. Kick Boards
2. Weights
3. Swim Noodles
4. Life Saving Ring
5. Aqua Joggers
6. Pool Brushes
7. Pool Vacuum
8. Lane Lines
9. Back Stroke Flags
10. Floor Fans
11. Lockers in Storage Room
12. Exercise Ropes
13. Desk in Storage Room
14. Cabinets in Storage Room

**Lessee Equipment List** (as of September 1, 2010)

1. Tables
2. Ice Chests
3. Storage Containers
4. Sign Stands
5. Exercise Equipment
6. Trash Cans
7. Mats
8. Video Equipment
9. Micro Wave Oven
10. Small Refrigerator
11. Desks in Office
12. Chairs in Office
13. File Cabinets in Office
14. Shelving
15. Copier Machine in Storage Room
16. Fax Machine in Office
17. Document Shredder in Office
18. Paper Shredder
19. Fan in Office
Exhibit C
Facility Use Guidelines

1) **Facility Use** – Facility is available for use only during days and hours that the District is open. Facility use is limited to the Facility, dates and times as described in the Facility Use Schedule (“Schedule”) shown below. Participants shall not be at the Facility more than fifteen (15) minutes before each event start time and no more than fifteen (15) minutes after each event end time as described in Schedule. The Schedule will be strictly enforced. User will be assessed additional fees and costs for any use beyond the dates and times in the Schedule, see “Facility Use During Non-Scheduled Times” below.

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>DAY / DATE(S)</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>School Year – September through</td>
<td></td>
</tr>
<tr>
<td></td>
<td>May – 39 weeks):</td>
<td></td>
</tr>
<tr>
<td>COC Natatorium and</td>
<td>Mon, Tue, Wed, Thu</td>
<td>5:30 am - 7:00 am</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>Mon through Fri</td>
<td>2:00 pm - 8:00 pm</td>
</tr>
<tr>
<td></td>
<td>3 Saturdays of each month</td>
<td>8:00 am - 12:30 pm</td>
</tr>
<tr>
<td><strong>Summer Schedule</strong> - June through</td>
<td>Mon through Fri</td>
<td>1:00 pm - 8:00 pm</td>
</tr>
<tr>
<td>August – 13 weeks:</td>
<td>3 Saturdays of each month</td>
<td>8:00 am - 12:30 pm</td>
</tr>
</tbody>
</table>

2) **Exceptions to Schedule** – Exceptions to User’s use of the Facility as shown in Schedule above shall be regularly scheduled High School Swim Meets conducted as part of officially CIF-sanctioned inter-scholastic competition, and regularly scheduled College of the Canyons (“COC”) Swim Meets conducted as part of officially-sanctioned inter-scholastic competition.

3) **Facility Use During Non-Scheduled Times** – User agrees to make every effort to adhere to Schedule. However, adjustments may be made to the Schedule as necessary when (a) Facility is available to accommodate such a change and (b) required District staff, e.g., security, etc., is working its regular hours during the non-scheduled time being requested by User. There shall be no direct or indirect cost to the District to accommodate a Schedule change. If the non-scheduled use results in use of Facility for more hours than are in Schedule, User shall be assessed additional fees for use of the Facility at the existing contractual rate as well as actual charges to cover any costs incurred by the District related to use of Facility during non-scheduled times. District must approve any such Schedule change in advance. User shall be responsible for all costs and expenses related to Users’ use of Facility during District’s Winter Break (last two weeks of December) including, but not limited to, District staffing, etc. There is no access to the facility on legal holidays, such dates may be obtained from Campus Safety, unless coordinated with Campus Safety in advance under the terms included herein.

4) **Private Swim Lessons** – If private lessons are provided during use of Facility per Schedule, such lessons may only be through User. No private lessons may be offered or provided by any individual.

5) **District Liability Waivers** – All participants using Facility are required to sign a District waiver. Waiver will be provided to User by the District. User agrees not to allow any participant to use Facility until after User’s receipt of a signed District waiver. User agrees to submit the originally-signed District waivers for all participants prior to each session.
6) **Parking** – Parking available for User and User participants for up to six (6) sessions (2 winter, 2 spring and 2 summer) and approximately 200 to 300 participant vehicles per session. User will obtain Parking Permits from District three (3) weeks prior to each session. District shall bill User for the cost of printing. Parking Permits will bear the COC logo, will be color-coded by session and will list the dates of each session on the face of the permit. Parking Permits will allow free parking during the session specified in Lot 7 or Lot 8, with access up the stairs from the parking lots, and across the soccer field through the West door of the pool facility. Additional parking may be available in Lots 4, 5 and 6 with the purchase of a Day Parking Permit at One Dollar ($1.00). Pick-up/drop-off may also occur adjacent to Lot 5 at the designated curb near the old bus stop with access along the tennis courts into the West door of the pool. No parking or stopping is allowed in the following areas: Staff Parking Lots 1, 2, 3 and 9, as well as the access road from Lot 9 to the pool.

7) **Facility Use Limitations** – Equipment and services not directly related to the agreed upon Facility use are excluded from this Agreement unless specified in writing. Telephone use is authorized for local calls. User shall reimburse the District for any charges incurred by User or User's participants and/or non-participants to the phone line.

8) **Securing Facility at the End of Session(s)** – User agrees to be responsible for locking and securing Facility at the end of each session. User will not allow anyone access to the Facility and acknowledges that any person or persons authorized to use Facility will have their own separate means of entry.

9) **Supervision of Participants** – User agrees to provide, at a minimum, one (1) certified lifeguard at poolside whenever swimmers/participants are in the water. The lifeguard shall possess, as minimal qualifications, current Red Cross advanced lifesaving certificates or YMCA senior lifesaving certificates or have equivalent qualifications. Lifeguard shall be trained to administer first aid, including, but not limited to, cardiopulmonary resuscitation.

10)** Supervision of Non-Participant User-Related Minors** – For the safety of participants and non-participants and the security of the District, in the event non-participant User-related minors are at Facility during the session(s), User shall be responsible for providing adult personnel for their supervision and their compliance with all District policies, rules and regulations. User-related non-participant minors must remain under User or User-appointed adult supervision at Facility at all times and not be allowed to roam the campus, campus construction sites, locker rooms, etc. In the event District is made aware that User-related non-participant minors are not being supervised and/or are not abiding by requirements, District will require that such minors be removed from Facility.

11) **Visitor Rules** – To avoid disruption of classes as well as potential risk management issues, User's visitors/observes may not access student instructional areas or loiter in any of the surrounding campus areas without prior District permission.

12) **District Campus Security** – The District's campus Security has full authorization and authority to handle any and all issues, e.g., parking, disruptive individuals, non-supervision of participants/non-participants, etc., on behalf of the District.

13) **Locker Rooms** – Locker rooms will not be available to User when any concurrent event takes place and such locker rooms are used by the other event participants, e.g., COC and high school football games. User must provide adult supervision of locker room at all times whenever one or more Participants are in the locker room. Participant(s) may not be in the locker room without adult supervision. Non-participants are not permitted in the locker room. User and User Participants are not permitted in the locker room at any time other event participants are using the locker room.

14) **Incident Notification** – In the event of a Lessee-related accident or injury ("Incident"), Lessee shall notify District in writing within twenty-four (24) hours. In the event District is made aware of an Incident from a source other than User, District will notify User in writing within twenty-four (24) hours of District being notified.

15) **Third-Party 'On Location' Filming** – In the event Facility is required for third-party "on location" filming ("Filming"), Lessee agrees to cooperate with District's desire to facilitate such Filming with the understanding that:
a. District will notify Lessee as soon as a Filming date is known to allow Lessee to find an alternate facility or to re-schedule Facility.

b. Filming company may agree to pay costs and expenses related to the use of the alternate Facility.

16) **District's Right to Audit** – District reserves the right to randomly audit sessions to ensure that only enrolled participants who have signed District's waivers are using Facility and participating in User's program.

17) **Swim Meets** - On swim meet dates, Lessee agrees to pay a four (4) hour minimum for custodial services for the additional cleaning and supplies required due to the additional spectators at Facility.
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Notice of Completion for Re-Roofing Student Center, Towsley Hall, & Family Studies, (Lavey Roofing Services)

ACTION/CONSENT X

INFORMATION

DISCUSSION

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

- Re-Roofing Student Center, Towsley Hall, Family Studies, Lavey Roofing Services

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

FISCAL IMPLICATIONS:
N/A

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

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

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

Recommended by:

6.1, Page 1
Aug. 25, 2010
AGENDA
CATEGORY   PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Surplus District Property Other Than Land  ACTION/CONSENT

Under Board Policy 6550

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 equipment as surplus. The cost to repair the equipment exceeds any resale value it may yield.

- Emissions Inspection Analyzer
- Sun Engine Analyzer
- Turbec 100kW Microturbine, non-operable

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 listed 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 Contract for Concrete Testing Services

X  ACTION/CONSENT

for the Applied Technology Education Center

ACTION

at the Canyon Country Campus (DC Inspections)

INFORMATION

DISCUSSION

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

The District would like to enter into a contract for Concrete Testing Services for this project with DC Inspections (Bakersfield, CA) in the amount of $40,000.

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

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this contract in the amount of $40,000 are included in the FY10/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of contract for Concrete Testing Services for the Applied Technology Education Center at the Canyon Country Campus as noted above.

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

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

Recommended by:
J. Schrage
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and DC Inspections, 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: Concrete Testing Services for Applied Technology Center Construction Project at the Canyon Country Campus. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. **Term.** Contractor shall commence providing services under this Agreement on August 26, 2010, and will diligently perform as required and complete performance by December 31, 2012.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty-Thousand Dollars ($40,000). District shall pay Contractor after District's Board of Trustee ("Board") approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

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

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

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

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

8. Copyright/Trademark/Patent.
   a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
   b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>DC Inspections</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>2321 Perseus Court</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Bakersfield, CA 93308</td>
</tr>
<tr>
<td>Attn: Mr. Jim Schrage</td>
<td>Attn: Pat Robinett</td>
</tr>
<tr>
<td>Tele: 661-362-3222</td>
<td>Tele: 661-392-9001</td>
</tr>
<tr>
<td>FAX: 661-362-3169</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

IN WITNESS WHEREOF, parties hereby agree.

<table>
<thead>
<tr>
<th>SANTA CLARITA COMMUNITY COLLEGE DISTRICT</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>Signature of Authorized Representative</td>
<td>Signature of Authorized Representative</td>
</tr>
<tr>
<td>Print Name</td>
<td>Print Name</td>
</tr>
<tr>
<td>Dr. Dianne G. Van Hook</td>
<td></td>
</tr>
<tr>
<td>Print Title</td>
<td>Print Title</td>
</tr>
<tr>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Board Meeting-Date of Approval/Ratification</td>
<td>Social Security #</td>
</tr>
<tr>
<td></td>
<td>Or Federal Tax ID #</td>
</tr>
</tbody>
</table>
BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of an 110,000 sq. ft. building located at the southwest portion of the campus.

The District entered into a contract with Data Systems Worldwide, Inc./SARCOM (Woodland Hills, CA) at the January 20, 2010 board meeting to install a video monitoring system in the University Center. At this time the following change orders are ratified:

- Change Order #01 encompasses one item and there is no cost involved.
- Change Order #02 encompasses one item and results in a contract addition of $4,410.60.
- Change Order #03 encompasses one item and results in a contract addition of $675.89.

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

FISCAL IMPLICATIONS:
This is a joint State/GO Bond/Locally funded project. Funds for these change orders in the amount of $5,086.49 are included in the in the FY10/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of change orders for the Surveillance System at the Dr. Dianne G. Van Hook University Center Construction Project 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

Recommended by:
Surveillance System for University Center Project
Change Order Recap

**Issue date: 2/24/10**
Contractor: Data Systems Worldwide/SARCOM
Change Order #: 01
Item #: 1 Replace wireless video solution with a wired solution.
Reason: Due to presence of existing wireless infrastructure in the areas where the surveillance system was installed, a direct wired solution was required.
Cost: $0

**Issue date: 2/24/10**
Contractor: Data Systems Worldwide/SARCOM
Change Order #: 02
Item #: 1 Add PoE Switches to support video project.
Reason: Needed additional switches to support hardware.
Cost: $4,410.60

**Issue date: 8/1/10**
Contractor: Data Systems Worldwide/SARCOM
Change Order #: 03
Item #: 1 Miscellaneous Hardware
Reason: Unforeseen miscellaneous hardware to finalize project.
Cost: $675.89
# Approval of Personnel Schedule PERS 2010/2011-03

## 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

   Adjunct Instructors: Fall 2010 (08/23/10 – 12/11/10)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dobias</td>
<td>Jan</td>
<td>Astronomy</td>
</tr>
<tr>
<td>Jobe</td>
<td>Corinna</td>
<td>Physics</td>
</tr>
<tr>
<td>Koerner*</td>
<td>Jeffrey</td>
<td>Engineering</td>
</tr>
</tbody>
</table>

   New instructors hired under equivalency, if any, are noted with an asterisk (*).
   Additional names of adjunct and noncredit instructors may be presented to the Board.

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

5. Authorization to Employ – Other
   No business.

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

   b. Approval of Contracts:
      No business.

   c. Approval of Guest Lecturers:
      No business.
      Additional names of guest lecturers may be presented to the Board.

   d. Approval for Payment of Supplementary Services in Addition to Regular Services for Part-time Faculty:
### Categorical funded payments:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date(s) of Service</th>
<th>Service(s) Performed</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glapa-Grossklag, Anna</td>
<td>7/14/10</td>
<td>NC ESL Assessment Training</td>
<td>$66.00</td>
</tr>
<tr>
<td>Khoury, Margaret</td>
<td>7/14, 7/22, 7/28 &amp; 7/29/10</td>
<td>ESL Assessment</td>
<td>$264.00</td>
</tr>
<tr>
<td>Prier, Susan</td>
<td>7/14 &amp; 7/28/10</td>
<td>ESL Assessment Training</td>
<td>$115.50</td>
</tr>
</tbody>
</table>

e. Other:

No business.
B. **CLASSIFIED PERSONNEL**

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

2. **Employment – Regular**

   No business.

3. **Employment – Adult Hourly**

   The following employees will not be allowed to **meet or exceed** 1000 hours and/or 180 days per academic year.

   a. **Substitute.**

      No business.

   b. **Temporary.**

      From time to time the District experiences a need to employ substitute and short-term/adult hourly employees. These individuals are employed and paid for less than 75 percent of a college year and are not part of the classified service. These individuals should be distinguished from students employed part-time, in any college work-study program, or in a work experience education program.

      At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:

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

      Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.
Adult Hourly I - $8.00 per hour
Entry level. No specific knowledge, skills, training and/or experience required in an office department or classroom setting. Supervisor will train. Provides basic support and assistance. Performs manual or clerical tasks and duties 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>McGowan, Meredith</td>
<td>Library</td>
<td>8/26/10</td>
<td>6/25/11</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

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>Liams-Antoine, Shelly</td>
<td>ECE</td>
<td>8/26/10</td>
<td>6/25/11</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>Aaver, Keri</td>
<td>Career Services</td>
<td>8/30/10</td>
<td>6/25/11</td>
<td>Direct Service to Students</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>Candib, Linda H.</td>
<td>PAC</td>
<td>9/09/10</td>
<td>6/25/11</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>Fuentes, Nydia</td>
<td>ETI</td>
<td>8/26/10</td>
<td>6/25/11</td>
<td>Project</td>
</tr>
</tbody>
</table>

Additional names of temporary adult hourly employees may be presented to the Board.
4. **Authorization to Employ – Full-Time**
   No business.

5. **Authorization to Employ – Part-Time**
   Program Accounting Technician (NSF Regional Center) (60%), replacement for Jennifer Moy. Position has been reduced from 75% to 60%. This is a grant funded position. (Position #675210-CD02)

   Custodian I – Restroom Specialist (Graveyard Shift) (47.5%), new district funded position. (Position #653000-CD28) SS PP

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tannehill, Sean</td>
<td>SBDC</td>
</tr>
</tbody>
</table>

   h. Other:
   Samuel Bolanos, Instructional Laboratory Technician (Computer Networking), payment for additional services rendered as an IS
Instructor for Community Education’s Junior High Summer 2010 Institute, from July 1, 2010 through July 30, 2010, in the amount of $2,257.00.

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

1. End of Service
   Dr. Bruce Getzan, Dean, Economic Development. Resignation effective October 4, 2010. (Position #684000-AM01)

2. Employment – Regular
   Clara Fabiana Marton, Interim Site Supervisor, Center for Early Childhood Education (ECE) – Canyon Country Campus, $43,000.00 annual salary (10 month position), effective August 26, 2010. (Position #692500-CM03)

3. Employment – Hourly
   No business.

4. Authorization to Employ – Full-Time
   Dean, Economic Development, replacement for Dr. Bruce Getzan. District funded position. (Position #684000-AM01)

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

6. Other
   Peter Bellas, Part-time Classified Administrator (Temporary) (Economic Development), extension of current contract through October 31, 2010 at the rate of $60 per hour.

   Jon Aasted, Director, Contract, Procurement and Risk Management Services, will receive a cell phone allowance and/or equipment reimbursement effective August 1, 2010.
AGENDA
CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of Educational Administrator Employment  ACTION/CONSENT

Contract for Division Dean, Allied Health and  ACTION

Public Safety  INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:


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

FISCAL IMPLICATIONS:
Funds for this expenditure have been included in the 2010/2011 budget.

RECOMMENDATIONS:
Move approval of the Educational Administrator Employment Contract for Division Dean, Allied Health and Public Safety.

Submitted by:        Approval for submission to Board of Trustees:

Diane M. Fiero  Dr. Dianne G. Van Hook
Asst Supt/VP, Human Resources  Chancellor
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

The Santa Clarita Community College District (District) and Ms. Cynthia Dorroh (Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs the Educational Administrator in the position of **Division Dean, Allied Health & Public Safety.**

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **August 12, 2010 and ending June 30, 2012.** The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 10 and 11 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Administrator shall be **$130,000.00** annually, payable at the rate of **$10,833.34** per month effective **August 12, 2010.** Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

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

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

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

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

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

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

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

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

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

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

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

E. Administrators who receive the cash in lieu of medical benefits and 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 who are not enrolled in cash in lieu and new administrators 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 shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

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

9. **Retreat Rights:** The retreat rights for Educational Administrators and former faculty members hired on or after July 1, 1990, shall be in accordance with Education Code Section 87458 and applicable District policy.
10. **Termination of Agreement:** This Agreement may be terminated for cause in accordance with applicable law. If this Agreement is terminated for any reason other than cause, the maximum cash settlement that may be agreed to is the monthly salary times the number of months unexpired in the Agreement, but not greater than eighteen (18) months.

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 the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

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

__________________________________________ ___________________
Cynthia Dorroh, Educational Administrator   Date

Date Approved by Board of Trustees:   **August 25, 2010**
AGENDA
CATEGORY HUMAN RESOURCES

ITEM/TITLE Approval of Educational Administrator Employment

X ACTION/CONSENT

Contract for Division Dean, Mathematics, Sciences and Engineering

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Attached is the Educational Administrator Employment Agreement for Mr. Omar Torres, Division Dean, Mathematics, Sciences & Engineering effective August 12, 2010 through June 30, 2012.

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

FISCAL IMPLICATIONS:

Funds for this expenditure have been included in the 2010/2011 budget.

RECOMMENDATIONS:

Move approval of the Educational Administrator Employment Contract for Division Dean, Mathematics, Sciences & Engineering.

Submitted by: Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

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

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

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

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **August 12, 2010 and ending June 30, 2012.** The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 10 and 11 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Administrator shall be **$118,000.00** annually, payable at the rate of **$9,833.34** per month effective **August 12, 2010.** Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

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

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

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

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

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

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

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

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

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

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

E. Administrators who receive the cash in lieu of medical benefits and 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 who are not enrolled in cash in lieu and new administrators 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 shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

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

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

10. Termination of Agreement: This Agreement may be terminated for cause in accordance with applicable law. If this Agreement is terminated for any reason other than cause, the maximum cash settlement that may be agreed to is the monthly salary times the number of months unexpired in the Agreement, but not greater than eighteen (18) months.
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 the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

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

____________________________  ____________________________
Omar Torres, Educational Administrator   Date

Date Approved by Board of Trustees: **August 25, 2010**
BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Mr. Hsiawen Hull, Assistant Director, Technology Services, effective August 12, 2010 through June 30, 2012.

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 included in the 2010/2011 budget.

RECOMMENDATIONS:

Move approval of the Classified Administrator Employment Contract for Assistant Director, Technology Services.

Submitted by:  Approval for submission to Board of Trustees:

Diane M. Fiero  Dr. Dianne G. Van Hook
Asst Supt/VP, Human Resources  Chancellor

Recommended by:

Diane M. Fiero

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

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

1. **Position:** District hereby employs the Classified Administrator in the position of **Assistant Director, Technology Services**.

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **August 12, 2010** and ending **June 30, 2012**. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 10 and 11 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**
   
   A. The salary of the Administrator shall be **$87,944.04** annually, payable at the rate of **$7,328.67** per month effective **August 12, 2010**. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

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

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

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

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

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

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

A. Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of 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 who are currently enrolled in the cash in lieu of medical benefits program will continue to receive this benefit. The amount of the cash-in-lieu of medical benefits would remain at the employee’s 2005-2006 established rate.

E. Administrators who receive the cash in lieu of medical benefits and 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 who are not enrolled in cash in lieu and new administrators 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 shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

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

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

10. **Termination of Agreement:** This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District without cause, the Administrator shall be paid a sum not to exceed the salary due through the end of the term of this Agreement.
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 the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

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

______________________________  ____________________
Hsiawen Hull, Classified Administrator  Date

Date Approved by Board of Trustees:  **August 25, 2010**
### AGENDA

**CATEGORY**  
HUMAN RESOURCES

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<tr>
<td>Contract for Director, Distance and Accelerated Learning</td>
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### BACKGROUND / ANALYSIS:

Attached is the Educational Administrator Employment Agreement for Mr. John Makevich, Director, Distance and Accelerated Learning effective August 12, 2010 through June 30, 2012.

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.

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**FISCAL IMPLICATIONS:**

Funds for this expenditure have been included in the 2010/2011 budget.

**RECOMMENDATIONS:**

Move approval of the Educational Administrator Employment Contract for Director, Distance and Accelerated Learning.

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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
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

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

1. **Position:** District hereby employs the Educational Administrator in the position of **Director, Distance and Accelerated Learning**.

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

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

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

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **August 12, 2010 and ending June 30, 2012**. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 10 and 11 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Administrator shall be **$87,308.00** annually, payable at the rate of **$7,275.67** per month effective **August 12, 2010**. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.
B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

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

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

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

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

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

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

A. Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of 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 who are currently enrolled in the cash in lieu of medical benefits program will continue to receive this benefit. The amount of the cash-in-lieu of medical benefits would remain at the employee’s 2005-2006 established rate.

E. Administrators who receive the cash in lieu of medical benefits and 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 who are not enrolled in cash in lieu and new administrators 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 shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

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

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

10. Termination of Agreement: This Agreement may be terminated for cause in accordance with applicable law. If this Agreement is terminated for any reason other than cause, the maximum cash settlement that may be agreed to is the monthly salary times the number of months unexpired in the Agreement, but not greater than eighteen (18) months.
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 the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

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

__________________________________________ ___________________
John Makevich, Educational Administrator   Date

**Date Approved by Board of Trustees:** **August 25, 2010**
## AGENDA

**CATEGORY**  
HUMAN RESOURCES

### ITEM/TITLE

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<th>Approval of Amendment to the Classified Administrator Employment Contract for Director, Re-entry Programs and Veterans Affairs</th>
<th>ACTION/CONSENT</th>
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</table>

### BACKGROUND / ANALYSIS:

Attached is the Amendment to the Classified Administrator Employment Agreement for Mr. Renard Thomas, Director, Re-entry Programs and Veterans Affairs, effective August 12, 2010 through June 30, 2012.

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 is included in the 2010/2011 budget.

### RECOMMENDATIONS:

Move approval of the Amendment to the Classified Administrator Employment Contract for Director, Re-entry Programs and Veterans Affairs.

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
AMENDMENT TO CONTRACT FOR
Admissions & Records Project Manager – Veterans Affairs and Athletics

The Santa Clarita Community College District (District) and Mr. Renard Thomas (Administrator) hereby mutually agree to the following amendments to the Classified Administrator’s Agreement. All other provisions of the Agreement and previous amendments remain in effect.

1. Position:

The District hereby employs the Classified Administrator in the position of Director, Re-entry Programs and Veterans Affairs.

4. Term of Agreement:

The term of this Agreement shall be for the period commencing August 12, 2010 and ending June 30, 2012. The term of this Agreement may be modified by mutual agreement of the parties. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. Salary:

A. The salary of the Administrator shall be $80,000.04 annually, payable at the rate of $6,666.67 per month effective August 12, 2010. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

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

District Representative 

Renard Thomas, Classified Administrator

Date Approved by Board of Trustees: August 25, 2010
## BACKGROUND / ANALYSIS:

The Santa Clarita Community College District contracts with Microsoft Corporation through Computerland, their agent for the renewal of our Annual Microsoft Software License Agreement. Our participation began in 1999 and has greatly reduced the costs associated with licensing and monitoring the installation of Microsoft software on District machines. This agreement, negotiated by the Foundation for California Community Colleges, is in the final year of a 3 year term and allows participating institutions to run the majority of Microsoft’s software on District-Owned machines for a flat annual rate based on FTE employee information obtained from the Chancellor’s office. The Foundation for California Community College has started negotiations with Microsoft on a new agreement beginning in 2011.

In addition to the right to install Microsoft software on all District-owned computer systems, this agreement covers any upgrades to Microsoft software during the agreement period. As an added benefit to our employees, the District’s participation in this program provides District employees the opportunity to purchase work-at-home rights to select Microsoft titles at an average savings of 70% off retail pricing.

The price of the agreement has decreased $4,437.00 from $45,348.75 in 2009-10 to $40,911.75 in 2010-11. The reduction reflects a decrease in our FTE from last year based on information the Foundation obtains from the Chancellor’s office. The agreement covers the period October 1, 2010 through September 30, 2011 and is presented to the Board for approval.

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

## FISCAL IMPLICATIONS:

The cost for the license agreement in the amount of $40,911.75 is included in the 2010/11 Tentative Budget.

## RECOMMENDATIONS:

Move approval of the Agreement between Santa Clarita Community College District and Computerland.

Submitted by: James Temple

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

Chancellor

Recommended by: Dr. Barry Gribbons
Renewal Worksheet #82840-42304-87510-2 of College of the Canyons

Validated Renewal Worksheet for Campus Agreement Licensing

College of the Canyons
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2010 (Year 3 of 3)

Please use this quote to generate and submit your PO no later than Friday, August 27, 2010 to insure a timely renewal for everyone.

Purchase Order to be made payable to: ComputerLand of Silicon Valley by FAX: 408-519-3260
482 West San Carlos Str.
San Jose, CA 95110
Federal Tax ID 77-0269631
by E-mail: syork@cland.com

Submit Purchase Order by fax or e-mail:

• Choose a Desktop Bundle for Faculty and Staff

<table>
<thead>
<tr>
<th>Desktop Bundle for Faculty &amp; Staff</th>
<th>Item Price (per FTE)</th>
<th>Select</th>
<th>FTE Count</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Basic Faculty/Staff Desktop Bundle with Enterprise CALs consisting of:</td>
<td>$61.25</td>
<td>✔️</td>
<td>627</td>
<td>$38,403.75</td>
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<tr>
<td>• Office Enterprise or Pro Plus for Windows and Office for Mac</td>
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<td>• Windows Enterprise Upgrade</td>
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<td>• Core CALs</td>
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<td>• Enterprise CALs which include:</td>
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<tr>
<td>* Exchange Server Enterprise CAL</td>
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<tr>
<td>* Office SharePoint Server Enterprise CAL</td>
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<tr>
<td>* Office Communications Server Standard CAL</td>
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<td>* Office Communications Server Enterprise CAL</td>
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<td></td>
<td></td>
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<tr>
<td>* System Center Client Management Suite</td>
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<tr>
<td>* Active Directory Rights Management Services</td>
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<tr>
<td>* ForeFront Security Suite (*must include one of the two ForeFront Client Sec Mgmt Consoles under the Server options)</td>
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<tr>
<td>* Forefront Unified Access Gateway CAL</td>
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### Choose Optional Faculty/Staff Desktop Products

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<th>Part Number</th>
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<th>FTE Count</th>
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<td>$2,508.00</td>
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**TOTAL** $40,911.75
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Change Order for the Applied Technology Education Center Construction Project at the Canyon Country Campus

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

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

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

- Contract Package #02, Tilt-Up Building Piles, Calex Engineering, Change Order #02 encompasses one item and results in a contract addition of $8,750.

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this change order in the amount of $8,750 are included in the FY09/10 Tentative Budget.

RECOMMENDATIONS:
Move approval of change order for the Applied Technology Education 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: 

6.5, Page 1
Aug. 25, 2010

FULL AGENDA BOOK - PAGE 133
Canyon Country Campus-Applied Technology Center
Change Order Recap

Issue date: 08/11/10
Contractor: Calex Engineering
Change Order: # 02-002
Item # 1: COR 02-002
Background: At Gridline C & 7, Calex repaired subterranean drains at a depth of 30’. Calex craned a man into the holes for repairs at Pile #1, 2 & 7.
Reason for Request: Unforeseen Construction Conditions
Requested By: Owner
Cost: $8,750
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Pre-Construction Services for
the Administration/Student Services Building (gkkworks)

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

BACKGROUND / ANALYSIS:
The Administration/Student Services Project includes the construction of a new Administration/Student Services Building to replace the existing facility. The existing facility was built to serve a campus of 6,000 students and student services support staff are currently scattered throughout the campus. This project will enable these departments to be centralized as well as provide additional space for counseling. The new Administration/Student Services Building will provide better public access and present a better public image in the proposed building configuration. The project will also construct a pedestrian bridge that will provide a direct circulation link to the Library and upper parking lots.

The District would like to enter into a contract for Pre-Construction Services with gkkworks (Sacramento, CA) in the amount of $111,000. Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a joint District/State-funded project, consisting of a 50/50 match of State funds and local GO bond funds, which can only be used towards Bond-listed projects. Funds for this contract in the amount of $111,000 are included in the FY10/11 Tentative Budget.

RECOMMENDATIONS:
Move approval of Contract for Pre-Construction Services for the Administration/Student Services Building as noted above.

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

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

Recommended by:
This Master Agreement for Project and Construction Management Services (Pre-Construction) ("Agreement") is entered into this ___ day of _______, by and between Santa Clarita Community College District, a California Community College District ("District") and gkkworks, herein referred to as “the CM.”

WHEREAS, the District is engaged in the planning, development and design of a work of improvement commonly described as Student Services and Administration Building ("the Project").

WHEREAS, in connection with the Project, the District has retained tBP Architecture ("the Architect") to provide design professional services for the Project.

WHEREAS, the CM submitted a proposal (the “CM Proposal”) dated December 16, 2009 to perform or provide the Basic Services described herein; by this reference, the CM Proposal is incorporated herein by this reference.

WHEREAS, the CM is a professional project and construction manager, duly qualified and capable of providing the Basic Services described herein in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and CM agree as follows:

AGREEMENT

1 BASIC SERVICES; GENERAL

1.1 General. CM shall provide Basic Services and authorized Additional Services for the Project, as more particularly enumerated in this Agreement.

1.2 Completion of Project Basic Services. All Basic Services and authorized Additional Services for the Project shall be performed and completed by employees of the CM. To the extent that the District has established a Project Budget and/or a Project Schedule for the Project, the Basic Services of the CM shall include confirmation that the Project Budget and the Project Schedule are sufficient and reasonable for the Project. If in the course of performing Basic Services for the Project, the CM determines that the Project Budget or Project Schedule established by the District are insufficient for the Project, the CM shall notify the District Representative of such determination, along with specific recommendations for measures to modify the Project or the Project Budget/Schedule. The CM's Basic Services shall include the implementation of measures to modify the Project, Project Budget or Project Schedule, as directed or authorized by the District.

1.3 Meetings and Conferences. The CM acknowledges that completing the Pre-Construction Services relating to the Project and the CM's completion of Basic Services for the Project under this Agreement involves the input or collaboration of a number of parties, including without limitation, the District's personnel, District shared governance committees, end-users, academic and operational departments of the District, the District's Board of Trustees and the community at large. The CM agrees that although not specifically enumerated in this Agreement, the scope of the CM's Basic Services in connection with the Project shall be its attendance and participation in meetings and conferences with the various parties engaged in an element of the Project as requested or directed by the District. The CM’s Basic Services for the
Project shall include the CM’s taking, transcribing and/or distribution of minutes of such meetings, as directed or authorized by the District.

1.4 Relationship of CM to Other Project Participants. CM’s services hereunder shall be provided in conjunction with contracts between the District and: (i) the Architect; and (ii) others providing services in connection with design or other pre-construction services relating to the Project, including without limitation consultants for the Project who are retained by the District (collectively “Project Consultants”).

1.5 CM Project and Construction Management Team. CM will establish a project and construction management team appropriately staffed to perform the Basic Services for the Project. CM’s personnel and the specific roles, authority and responsibility of the CM’s personnel are subject to the reasonable approval of the District; if any of the CM’s District-approved personnel are removed from the Project, the District shall have the reasonable right of approval of the CM’s replacement personnel. Prior to commencement of the Basic Services, the CM shall designate in writing a Project Manager who shall be reasonably satisfactory to the District and who shall have the overall responsibility for performance of CM’s obligations hereunder and be authorized to act on behalf of the CM in discharge of CM’s obligations in connection with the Project. The CM’s Project Manager for the Project shall be, or under the supervision of same, at all times while providing Basic Services for the Project, a contractor or architect licensed under California law or an engineer registered under California law. All of the Basic Services for the Project shall be performed by the CM’s Project Manager or by other employees of the CM acting under the direction and control of the CM’s Project Manager.

1.6 Regulatory Agencies. The Basic Services of the CM shall include coordination, management and scheduling of the services of the Architect and Project Consultants with the procedures or processes for review(s) of Project Design Documents or the issuance of approvals, permits and other authorizations from regulatory agencies relating to the design, bidding or construction of the Project. The foregoing shall include without limitation, and as applicable to the Project, the review, approvals, permits and other authorizations issued by the Division of State Architect (“DSA”), the California Community Colleges Chancellor’s Office, State of California Department of Finance and the State of California Public Works Board.

1.7 CM Standard of Care. CM shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CM’s services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the Design Documents for the Project. The CM shall be liable to the District for all losses, costs, expenses, damages or other liabilities arising out of the failure or refusal of the CM to complete the Basic Services for the Project in accordance with the foregoing.

1.8 Document Management and Controls. The CM is responsible for management and control of document generation, transmission and archiving for the Project, as more particularly set forth herein. As used herein, “documents” refer to all drafts, copies and originals of Drawings, Specifications, calculations, memos, reports, notes and other materials of a written, graphic or electronic nature which relate in any manner to the Project.
1.8.1 **District Processes and Procedures.** The CM’s generation, transmission and archival of documents relating to the Project shall conform to the processes and procedures established by the District, including modifications thereto implemented from time-to-time by the District.

1.8.2 **Web-Based Management and Control of Documents.** The District reserves the right to utilize an internet based document management and control system for Project records. If the District elects to implement such an internet based documents management system, the Contract Price hereunder shall not be subject to modification and all of the following shall apply. The District will provide the CM and its personnel with access to software and training materials for the District’s documents management and control systems without cost or charge to the CM. The CM agrees to, without additional compensation, maintain and implement such compatible technology as is necessary for use of the District documents management and control software. The CM and its personnel shall use the District provided document management software solely and exclusively in connection with the discharge of the CM’s obligations relating to the Project and not for any other purpose or other project. The Basic Services of the CM includes training the CM’s personnel to use the District’s document management software and the use thereof in connection with management and control of the documents for the Project.

2 **BASIC SERVICES; DESIGN PHASE MANAGEMENT**

2.1 **General.** The Basic Services of the CM during the Design Phases of the Project includes the CM’s scheduling, management and coordination of the services, work product, and other related activities and functions of the Architect, the Architect’s Design Consultants and the Project Consultants so that: (i) the progress of development and completion of the Design Documents for the Project conforms to the Project Schedule; (ii) the Design Documents incorporate and reflect District established requirements for the Project (including scope, time and budget); and (iii) that the different services and work product of the various participants to the Project are clear, coordinated and consistent. The CM acknowledges that this Agreement does not set forth in detail all of the activities, actions and other services of the CM necessary to complete and discharge the responsibilities described above. The CM agrees that notwithstanding the absence of detailed descriptions of the activities, actions and other services of the CM, the CM’s Basic Services hereunder includes all such activities, actions and services of the CM necessary or appropriate to complete the foregoing described obligations of the CM.

2.2 **Selection and Retention of Architect for Project.** If the District has not selected and retained an Architect for the Project, as requested or directed by the District, the CM shall assist the District in: (i) development documents, and implementation of, procedures and processes for issuance of requests for proposals/qualifications to potential architectural services firms and their proposed Design Consultants; (ii) review and evaluations of proposals submitted in response to such requests; (iii) participate with the District in interviews of potential architectural services firms for the Project; and (iv) recommendations to the District for the selection of an Architect for the Project. As requested by the District, the CM shall assist in the negotiations of terms and conditions as well as preparation of the contract between the District and the Architect for the Project.

2.3 **Architect Billings.** The Basic Services of the CM shall include the CM’s review of billing statements submitted to the District by the Architect for fees and costs related to the Project. The CM’s review of such billings shall: (i) be completed in a timely manner so
that the District can make payment of the undisputed determined to be due on each such billing within the time established by law or by the terms of the contract between the District and Architect; (ii) include verification of the amount properly due the Architect; and (iii) written recommendation to the District Representative of the amount properly due the Architect on each billing statement. If the CM determines that any portion of an Architect’s billing statement reflects fees, expenses or other charges are not due the Architect, the Basic Services of the CM includes the CM’s establishment of the basis for such determination and the CM’s participation in discussions and other communications with the Architect and/or the District to fully resolve of any claim or dispute arising out of or related to any such determination.

2.4 Design Schedule. The CM shall develop schedules acceptable to the District Representative and the Architect relating to the completion of iterations of the Design Documents for the Project and the submittal of such iterations of the Design Documents to DSA for review and issuance of the construction permit for the Project (“the Design Schedule”). The Design Schedule shall incorporate details of the Architect’s progression in development of the Design Documents for the Project, including without limitation, the dates for the Architect’s completion of major milestone activities, such as: (i) completion of programming; (ii) completion of Preliminary Plans; (iii) fifty percent (50%) completion of Working Drawings; (iv) one hundred percent (100%) completion of Working Drawings; (v) submittal of Working Drawings to DSA for review and issuance of construction permit; and (vi) DSA issuance of construction permit. During the course of the Architect’s development of Design Documents through the date of DSA issuance of the construction permit for the Project, the CM shall update the Design Schedule on a monthly basis, or more frequently as determined by the District based on the circumstances of the development of Design Documents. Not later than the fifth (5th) working day of each calendar month during the Architect’s preparation of Design Documents, the CM shall provide the District Representative with the then current monthly updated Design Schedule. A material obligation of the CM under this Agreement is the management and coordination of the services/work product production of the Architect and the Project Consultants so that Design Documents are completed in accordance with the Design Schedule for the Project. If any updated Design Schedule reflects progression of the development and completion of the Design Documents for the Project behind the initial Design Schedule, the CM shall identify the factors causing or contributing to such delay, identify measures to conform the progress of Design Documents development and completion to the initial Design Schedule. The CM shall implement such measures as directed or authorized by the District.

2.5 Review of Design Documents. The CM, including the CM’s Project Manager for the Project shall review the Design Documents prepared by the Architect for the Project during the Design Documents Phase of the Project to: (i) obtain a complete understanding of the design intent and scope of the Project; (ii) verify that the Design Documents reflect conformity to the District’s requirements for the Project, including without limitation, budget, schedule and occupancy requirements; and (iii) verify that the progress in completing Design Documents for the Project conforms to the Design Schedule. If the CM is unable to verify the matters described in (ii) or (iii) above, the CM shall notify the District Representative in writing of such inability and in such written notice, the CM shall set forth the basis for its inability to so verify along with recommendations for specific measures to conform the Design Documents to the District’s requirements and/or the Design Schedule. The CM shall implement such measures as directed or authorized by the District. The CM acknowledges that the obligations and responsibilities of the CM hereunder to review Design Documents
prepared by the Architect: (i) do not set forth specific intervals of the Design Documents development at which the CM must conduct reviews of the Design Documents; and (ii) is on-going throughout the Architect’s development of Design Documents for the Project, until DSA has reviewed the Design Documents and issued a construction permit therefor.

2.6 DSA Reviews/Permitting. The CM shall review then current DSA rules, regulations and other regulatory materials to determine the extent of alternatives to the traditional development of completed Design Documents for a project followed by submittal to DSA for review and issuance of the Construction Permit, including without limitation, the “collaborative DSA review process” described at Education Code §81133.1. Prior to the Architect’s commencement of its preparation of Design Documents for the Project, the CM shall make recommendations to the District Representative for engaging in alternative means of DSA review of the Design Documents for the Project in order to expedite: (i) completion of the Project Design Documents; and (ii) DSA’s issuance of a construction permit for the Project. The CM shall implement such alternatives as directed or authorized by the District.

3 CM COMPENSATION

3.1 Contract Price. The compensation due the CM for Basic Services for the Project is $111,000. Payment of the Contract Price for the Project will be made by the District in accordance with the terms hereof. The Contract Price includes the fee of the CM and any Sub-Consultant to the CM, personnel expenses of the CM and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the CM and sub-consultants to and from the Site, travel, insurance and other overhead costs associated with or arising out of performance and completion of Basic Services for the Project.

3.2 Reimbursable Expenses. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement (“Reimbursable Expenses”) which are reimbursable to the CM. If any Reimbursable Expense is approved in advance by the District, the CM’s reimbursement shall be limited to the actual costs, without mark-ups or multiples.

3.3 Additional Services. If the District shall authorize or direct CM to perform or provide Additional Services described generally in this Agreement as outlined in agreed upon task orders, CM shall be compensated for its personnel providing such Additional Services in accordance with the Rate Schedule attached hereto as Exhibit “A” (“the Rate Schedule”) and incorporated herein by this reference.

3.4 District Payments.

3.4.1 CM Billings to District. During the Term of this Agreement, the CM will submit monthly billings for payment of the Contract Price. The CM’s billings shall: (i) identify each member of the CM’s personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-half hour; and (iv) limited by the amount(s) allocated to each Phase of the CM’s Basic Services for the Project, or portions thereof.

3.4.2 Allocation of Contract Price. The Contract Price for the Project is allocated to each Phase of the Basic Services as described below. The portion of the
Contract Price to be disbursed by the District for each Phase or portion of Basic Services for the Project shall be limited by the allocation thereof as set forth below.

Design Phase Management $111,000 (100%) of Contract Price

3.4.3 District Payments to CM. Within thirty (30) days of receipt of CM’s billing invoices, District will make payment to CM of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due CM hereunder because of any penalty, assessment liquidated damages or other amounts withheld by the District from payment to the Architect. The District may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured it failure(s) of performance, less costs, damages or losses sustained by the District as a result of such failure(s) of performance of material obligations hereunder. If at any time the District does not pay to CM all sums invoiced, District shall within thirty (30) days of the CM’s submission of its billing invoice, provide CM with written documentation describing the basis for the District’s withhold or deduction of the Contract Price and shall pay the balance of CM’s invoice not subject to withholding or deduction.

4 INSURANCE AND INDEMNITY

4.1 CM Insurance.

4.1.1 Workers Compensation and Employers Liability Insurance. The CM shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which the CM may be liable. The CM shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee’s employment by Consultant. The Employer’s Liability Insurance required of the CM hereunder may be obtained by the CM as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained by the CM hereunder.

4.1.2 Commercial General Liability and Property Insurance. The CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect the CM from the types of claims set forth below which may arise out of or result from the CM services under this Agreement and for which the CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the CM’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the CM, or (b) by another person; (iii) claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (d) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (e) contractual liability insurance applicable to the CM’s obligations under this Agreement; and (f) for completed operations. District shall be an additional named insured to the CM’s Commercial General Liability insurance policy.
4.1.3 **Professional Liability Insurance.** The CM shall procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

4.1.4 **Coverage Amounts.** Minimum coverage amounts for policies of insurance obtained by the CM for the Project shall be as follows:

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<th>Insurance Policy</th>
<th>Minimum Coverage Amount</th>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>In accordance with applicable law</td>
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<tr>
<td>Employer’s Liability</td>
<td>One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate</td>
</tr>
<tr>
<td>(including coverage for automobile liability and property casualty)</td>
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</tr>
<tr>
<td>Professional Liability</td>
<td>Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate</td>
</tr>
</tbody>
</table>

4.1.5 **Policy Endorsements; Evidence of Insurance.** Prior to commencing performance of Basic Services for the Project, the CM shall deliver Certificates of Insurance to the District Representative which evidence each of the policies of insurance in the minimum coverage amounts required in connection with the Project. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4.2 **District General Liability Insurance.** District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of the Project.

4.3 **Indemnity.**

4.3.1 **CM Indemnity of District.** The CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of the CM’s services hereunder or the negligent, willful acts omissions or other conduct of CM, the employees, agents or representatives of the CM, a Sub-Consultant to the CM or the employees, agents or representatives of a Sub-Consultant. The Indemnified Parties are: the District, the District’s Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the District. The CM’s obligations hereunder shall survive termination of this Agreement and/or the completion of Basic Services, until barred by the applicable statute of limitations.

4.3.2 **District Indemnity of CM.** The District shall indemnify, defend and hold harmless the CM from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, work of the omissions or other conduct of the District.
5 TERM OF AGREEMENT; TIME

5.1 Term. The Term of this Agreement shall commence on __________ and shall terminate as of the date of DSA’s issuance of the construction permit for the Project.

5.2 Time. All of the Basic Services and authorized Additional Services for the Project shall be completed by the CM in a prompt and diligent manner, time is of the essence under this Agreement. If a schedule for completion of Basic Services in connection with the Project is agreed upon between the District and the CM, the CM’s performance and completion of Basic Services shall be in accordance with such schedule. The CM shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the CM to complete Basic Services for the Project in accordance with an agreed upon schedule, provided that the CM’s liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the CM.

6 TERMINATION; SUSPENSION

6.1 Termination for Default. Either the District or CM may terminate this Agreement upon seven (7) calendar days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District’s right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to CM if: (i) CM becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CM or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CM or any of CM’s property on account of CM’s insolvency; or (ii) if CM disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due CM, if any shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District’s termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due, if any, shall be made by District only after completion of the Design Documents for the Project and DSA’s issuance of the construction permit therefor. CM shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of CM’s default hereunder, to the extent that such losses, damages or other costs exceed any amount due CM hereunder for Basic Services or authorized Additional Services.

6.2 District’s Right to Suspend. The District may, in its discretion, suspend all or any part of the design of the Project or CM’s services provided, however, that if the District shall suspend design of the Project or CM’s services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by CM or the acts or omissions of CM, upon rescission of such suspension, the Contract Price will be subject to adjusted to provide for actual costs and expenses incurred by CM as a direct result of the suspension and resumption of design of the Project or CM’s services hereunder.
6.3 District’s Termination of Agreement for Convenience of the District. The District may, at any time, upon seven (7) days advance written notice to CM terminate, in whole or in part, this Agreement for the District’s convenience and without fault, neglect or default on the part of CM. In such event, the Agreement (or portions thereof as designated by the District) shall be deemed terminated seven (7) days after the date of the District’s written notice to CM or such other time as the District and CM may mutually agree upon. In such event, the District shall make payment of the Contract Price to the CM for services provided through the date of termination plus actual costs incurred by CM directly attributable to such termination. Except as set forth herein, no other payment or compensation (including without limitation, overhead costs, anticipated profits, loss of prospective economic advantage, etc.) shall be due the CM upon the District’s termination of this Agreement.

6.4 CM Suspension of Services. If the District shall fail to make payment of undisputed portions of the Contract Price for the Project when due CM hereunder, CM may, upon seven (7) calendar days advance written notice to the District, suspend further performance of services hereunder until payment of the undisputed portions of the Contract Price in full is tendered by the District. In such event, CM shall have no liability for any delays or additional costs to complete design the Project due to, or arising out of, such suspension. Except as expressly set forth herein, the CM shall have no other right to suspend its performance and completion of Basic Services in accordance with the terms of this Agreement.

7 MISCELLANEOUS

7.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or CM. In the event of conflict or inconsistency between the provisions of this Agreement and the CM Proposal, the terms of this Agreement shall prevail.

7.2 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of CM and the District. Neither CM nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

7.3 Authority. The individual(s) executing this Agreement on behalf of CM warrant and represent that she/he is authorized to execute this Agreement and bind CM to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District’s Board of Trustees, to bind District to all terms hereof.

7.4 CM Personnel. At all times while at any District owned/operated facility, the CM’s personnel shall comply with all applicable District rules, regulations and policies. Personnel who violate the District’s rules, regulations and policies may be prohibited from access to District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.

7.5 Notices. Notices under this Agreement shall be addressed and delivered as follows:
If to District:
Jim Schrage
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA  91355

If to CM:
Mark Brown
gkkworks
2355 Main Street, Ste 220
Irvine, CA  92614

7.6  Disputes.

7.6.1  Continuation of CM Services.  Except in the event of the District’s failure to make payment of undisputed portions of the Contract Price when due the CM for the Project, notwithstanding any disputes between District and CM arising hereunder, CM shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

7.6.2  Mandatory Mediation.  All claims, disputes and other matters in controversy between the CM and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services (“JAMS”). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the CM commencing arbitration proceedings pursuant to Paragraph 10.6.3 below.

7.6.3  Arbitration.  All claims, disputes or other matters in controversy between CM and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of JAMS. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the CM only if it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The District and CM hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the arbitration award if, after review of thereof, the Court determines either that the arbitration award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, CM and District agree that any arbitration proceedings initiated between CM and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor.

7.6.4  CM Compliance with Government Code §900 et seq.  The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CM’s submission of claims to the District. The CM’s strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CM’s initiation of any other dispute resolution procedure or proceeding.
7.7 Definitions.

7.7.1 Construction Contract. A Contract for Construction of the Project.

7.7.2 Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soils reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.

7.7.3 Architect. The Architect is the firm or individual retained by the District in connection with the Project to provide architectural and related design services in connection with the Project. References to the Architect include Design Consultants retained by the Architect to prepare or provide any portion of the Design Documents for the Project.

7.7.4 Project Budget. The Project Budget is to the total costs allocated by the District for design, bidding and construction of the Project by Contractors, exclusive of fees and costs of the Architect, CM and District Consultants, Site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project which are not included in the scope of the Construction Contract for the Project. The Project Budget established by the District may be modified by the District from time-to-time.

7.7.5 Construction Cost Estimates. Construction Cost Estimates are estimates of the then current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor’s profit, overhead and administrative cost as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for construction of the Project and Changes to the Project during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Budget, if any.

7.7.6 Construction Budget. The “Construction Budget” is the portion of the Project Budget allocated for construction of the Project.

7.7.7 Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractor’s general administrative and overhead costs/profit) necessary to complete construction of the Project.

7.7.8 District Representative. The District Representative is the District employee, or his/her designee, who is authorized to on the District’s behalf with respect to the Project and this Agreement. The District Representative is authorized to render decisions on behalf of the District and to carry out the District’s responsibilities under this Agreement. The District Representative is Jim Schrage.

7.8 Time. Time is of the essence in the performance and completion of obligations under this Agreement.

7.9 Entire Agreement. This Agreement, the CM Proposal and Exhibit A (Rate Schedule) are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and CM concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by a subsequent writing executed by the District and CM.
IN WITNESS WHEREOF, the District and CM have executed this Agreement as of the date set forth above.

“DISTRICT”
SANTA CLARITA COMMUNITY COLLEGE
DISTRICT

By:__________________________________
Title: _____________________________
Date:_____________________________

“CM”
gkkworks

By:___________________________________
Title:_________________________________
Date:_________________________________
# EXHIBIT A
## RATE SCHEDULE

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EXHIBIT B:
ADDITIONAL SERVICES

8 ADDITIONAL SERVICES; VALUE ENGINEERING

8.1 General. The CM’s review of Design Documents for the Project shall include value engineering and life-cycle cost analysis (“Value Engineer Review”). If, upon completing its Value Engineer Review of the Design Documents, the CM believes that Work of the Project depicted in the Design Documents, construction processes/procedures, specified materials/equipment or other aspects of the Design Documents can be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project, the CM shall identify the same in writing (“the Value Engineering Recommendations”) for review and acceptance by the District.

8.2 Value Engineering Recommendations. The CM shall submit the Value Engineering Recommendations to the District Representative for review, consideration and acceptance by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM’s Value-Engineering Recommendations. If the District accepts any of the CM’s Value Engineering Recommendations, the CM shall monitor and review the Design Documents modified by the Architect for confirmation that the District accepted Value Engineering Recommendations are incorporated into the Construction Documents to be issued on behalf of the District for bidding and construction of the Project.

8.3 CM Value Engineer Reviews. The CM shall conduct Value Engineer Reviews of the one hundred percent (100%) completed Preliminary Plans (“the 100% Preliminary Plans”) and the fifty percent (50%) completed Working Drawings (“the 50% Working Drawings”). Unless otherwise agreed to in writing by the District Representative, the CM shall complete its Value Engineering reviews of the Design Documents within ten (10) days of its receipt of Design Documents for such purposes and the CM shall submit its Value Engineering Recommendations to the District Representative within fourteen (14) days of its receipt of Design Documents for such purposes.

9 ADDITIONAL SERVICES; CONSTRUCTABILITY REVIEW

9.1 General. The CM shall conduct Constructability Reviews of the Design Documents to ascertain whether the Project, as depicted in the Design Documents: (i) accurately and completely reflect the District’s use/occupancy and Project Budget objectives for the Project; and (ii) the Design Documents for the Project are free of errors, omissions, conflicts, or other deficiencies that are patently observable so that the Contractor(s) can construct the Project as depicted in the Design Documents without delays, disruptions or additional costs resulting from errors, omissions, conflicts or other deficiencies in the Design Documents (“Constructability Reviews”). The scope of the CM’s Constructability Reviews shall include: (i) confirmation that the various components of Design Documents prepared by the Project Consultants and/or the Architect and its Design Consultants have been coordinated and are consistent with each other so as to eliminate conflicts within or between components of the Design Documents; (ii) confirmation that there are no errors, omissions or other deficiencies in the Design Documents except for compliance with code requirements, structural calculations, specified dimensions, and the sufficiency of the Architect’s design of building systems including but not limited to roofing, building skin, mechanical,
electrical, data, fire alarm and security to perform as intended. The CM’s Constructability Reviews do not supersede the responsibility of the Architect to provide correct and coordinated Design Documents for the Project, but such Constructability Reviews shall constitute representations of the CM to the District that the Design Documents subject to the CM’s Constructability Review reflect conformity to the District’s requirements for the Project and that the Design Documents are clear, coordinated, consistent and without errors or omissions.

9.2 Constructability Comments. The CM shall submit written Constructability Review comments (“Constructability Comments”) to the District Representative for review and consideration by the District. The District shall have the sole and exclusive discretion to accept some, all or none of the CM’s Constructability Comments. If the District accepts any of the CM’s Constructability Comments, the CM shall monitor and review the Design Documents modified by the Architect for confirmation that the District accepted Constructability Comments are incorporated into the Design Documents issued on behalf of the District for bidding and construction by Contractors. If the CM determines that the Architect has not incorporated into the Design Documents the Constructability Comments accepted by the District, the CM shall advise the District of measures to ensure that the Design Documents issued for bidding by Contractors incorporate the District accepted Constructability Comments. The CM shall implement such measures as directed or authorized by the District.

9.3 CM Constructability Reviews. The CM shall conduct Constructability Reviews of the 100% Preliminary Plans and the 50% Working Drawings. Unless otherwise agreed to in writing by the District Representative, the CM shall complete its Constructability Reviews of the Design Documents within ten (10) days of its receipt of Design Documents for such purposes and the CM shall submit its Constructability Comments to the District Representative within fourteen (14) days of its receipt of Design Documents for such purposes.

9.4 District Review of Value Engineering Recommendations and Constructability Review Comments. Upon receipt of the CM’s Value Engineering Recommendations and the CM’s Constructability Comments, the District shall promptly complete review of the same. Upon the District’s completion of such reviews, the CM and the District Representative shall meet and confer, as necessary, to determine which of the CM’s Value Engineering Recommendations and Constructability Comments are to be incorporated by the Architect into the Design Documents for the Project. The CM shall monitor the Architect’s modifications to the Design Documents for confirmation that the District accepted Constructability Comments and Value Engineering Recommendations are incorporated into the Design Documents. If in the course of such monitoring, the CM determines that the Architect has not fully incorporated such District accepted Constructability Comments and/or Value Engineering Recommendations into the Design Documents, the CM shall notify the District Representative in writing of such determination, along with recommendations of the CM for measures to ensure that the Architect incorporates District accepted Constructability Comments and/or Value Engineering Recommendations into the Design Documents. The CM shall implement such measures as directed or authorized by the District.

10 ADDITIONAL SERVICES; CONSTRUCTION BUDGET; ESTIMATE OF CONSTRUCTION COSTS The CM shall review the District’s Construction Budget for the Project, review Estimates of Construction Costs prepared by others for the Project, and/or prepare Estimates of Construction Costs, as set forth herein.
10.1 **CM Review and Acceptance of Construction Budget.** The Basic Services of the CM for the Project includes the CM’s review of the District established Construction Budget for the Project prior to the CM’s commencement of any other Basic Services for the Project. If, based upon such review, the CM accepts the Construction Budget, the CM’s Project Manager shall notify the District Representative in writing of the CM's acceptance of the Construction Budget. If, based upon such review, the CM believes that the Construction Budget is insufficient to cover the costs to construct the Project or if the CM believes that the Construction Budget exceeds costs necessary to construct the Project, the CM’s Project Manager shall notify the District Representative in writing of such determination, along with recommendations for adjustment of the Construction Budget or modification of requirements of the Project so that the costs to construct the Project conforms to the Construction Budget. The CM’s recommendations for modifications of Project requirements in order to conform scope and requirements of the Project with the Construction Budget shall be specific in nature, including without limitation and as applicable, specific portions of the Project and/or specific building systems, materials, equipment to be incorporated into the Project. In such event, the CM’s Project Manager shall review the District’s modifications of Project requirements and/or the District’s adjustments of the Construction Budget; if acceptable, the CM’s Project Manager shall notify the District Representative in writing of the CM’s acceptance of the modified Project and/or Construction Budget. The process for the District’s modification of the Project and/or the Construction Budget shall continue until the CM accepts the District’s Construction Budget and the Project requirements.

10.2 **General.** All of the CM’s Estimates of Construction Costs shall be: (i) in the format with such detailed breakdown of estimated costs for construction of the Project as directed by the District Representative; (ii) organized by the standard specifications sections established by the Construction Specifications Institute; and (iii) based upon the then current market conditions for labor, materials and equipment in the locality of the Project necessary to complete construction of the Project in accordance with the Design Documents. If any of the CM’s Estimates of Construction Costs for the Project exceed the Construction Budget established by the District for the Project by five percent (5%) or greater, the CM shall make recommendations to the District, for measures to reduce the Estimate of Construction Costs to conform with the Construction Budget for the Project. If any of the CM’s Estimates of Construction Costs for the Project are less than the Construction Budget for the Project by five percent (5%) or more, the CM shall make recommendations to the District for items to incorporate into the Project to conform the CM’s Estimate of Construction Costs with the Construction Budget for the Project.

10.3 **Estimate of 100% Preliminary Plans.** Upon the District’s determination of which of the Value Engineering Recommendations and/or Constructability Comments of the CM to the 100% Preliminary Plans the District will accept, the CM shall prepare an Estimate of the Construction Costs to construct the Project as depicted in the 100% Preliminary Plans, as modified by the District accepted Value Engineering Recommendations and/or Constructability Comments (“the 100% Preliminary Plans Estimate”). The CM shall complete preparation of the 100% Preliminary Plans Estimate and submit the same to the District Representative for review within fourteen (14) days of the District’s determination of which Constructability Comments or Value Engineering Recommendations of the CM to the 100% Preliminary Plans will be accepted by the District.

10.4 **Estimate of 50% Working Drawings.** Upon the District’s determination of which of the Value Engineering Recommendations and/or Constructability Comments of the CM to
the 50% Working Drawings the District will accept, the CM shall prepare an Estimate of the Construction Costs to construct the Project as depicted in the 50% Working Drawings, as modified by the District accepted Value Engineering Recommendations and/or Constructability Comments (“the 50% Working Drawings Estimate”). The CM shall complete preparation of the 50% Working Drawings Estimate and submit the same to the District Representative for review within fourteen (14) days of the District’s determination of which Constructability Comments or Value Engineering Recommendations of the CM to the 50% Working Drawings will be accepted by the District.

10.5 Verification of Others’ Estimate(s) of Construction Costs. The Basic Services of the CM for the Project shall include the CM’s review of Estimate(s) of Construction Costs for the Project prepared by others. Such review shall include, without limitation, confirmation by the CM that the Estimate(s) of Construction Costs: (i) accurately and completely reflect the scope of work depicted in the then existing Design Documents for the Project; (ii) reflect the then current marketplace prices for labor, materials and other items or services necessary for completing construction of the Project in accordance with the then existing Design Documents for the Project; and (iii) conformity (within five percent (5%)) of the Construction Budget for the Project. If the CM determines that it cannot confirm any of the foregoing, the CM shall notify the District Representative in writing of such determination, along with recommendations for modification of the Design Documents for the Project so that the CM can confirm conformation of such requirements. The CM shall implement such recommendations as directed or authorized by the District.

10.6 Preliminary Construction Cost Estimate (Architect’s Scope 2.4.4). The Architect shall prepare and deliver to the District a Preliminary Construction Cost Estimate for the Project as depicted in the Final Schematic Design Documents. If the Preliminary Construction Cost Estimate materially exceeds the District’s Project Construction Budget, the Architect shall consult with the District and revise the Schematic Design Documents as necessary so that the Preliminary Construction Cost Estimate for the Work depicted in the Final Schematic Design Documents is consistent with the Project Construction Budget. Revisions of the Schematic Design Documents to conform with the Project Construction Budget shall be without adjustment to the Contract Price unless the District shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

10.7 Design Development Construction Cost Estimate (Architect’s Scope 2.5.5). The Architect shall prepare a Construction Cost Estimate for the Work of the Project depicted in the Final Design Development Documents; if the construction cost Estimate materially exceeds the Project Construction Budget without fault or neglect of the District, the Architect shall revise the Design Development documents as necessary so that the Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Revisions of the Design Development Documents to conform with the Project Construction Budget shall be without adjustment to the Contract Price unless the District shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

10.8 Detailed Construction Cost Estimate (Architect’s Scope 2.6.4). Based upon the Work of the Project depicted in the Construction Documents approved by the District, Architect shall prepare a detailed Construction Cost Estimate for the Work depicted in the
approved Construction Documents. If the detailed Construction Cost Estimate materially exceeds the Project Construction Budget, Architect shall revise the Construction Documents as necessary so that the detailed Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Revisions of the detailed Construction Cost Estimate shall be without adjustment to the Contract Price unless the District shall have directed modifications or inclusions to the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.
AGENDA CATEGORY  HUMAN RESOURCES

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BACKGROUND / ANALYSIS:
The Santa Clarita Community College District’s contract re-opener proposal with the California School Employees Association, Chapter 725 (CSEA) for FY10/11 was presented at the July 14, 2010 Board of Trustees 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 Santa Clarita Community College District requests that the following articles be negotiated:

- Article 19 (Wages)
- Article 21 (District Paid Benefits)

FISCAL IMPLICATIONS:
Dependent upon the outcome of negotiations and the development of the Statewide budget.

RECOMMENDATIONS:
Move approval to adopt the Santa Clarita Community College District’s contract re-opener proposal with the California School Employees Association, Chapter 725 (CSEA) for FY10/11.

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

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

Recommended by: James C. Schrage
**AGENDA**

**CATEGORY**  HUMAN RESOURCES

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**BACKGROUND / ANALYSIS:**

The law requires that initial proposals, including re-opener proposals, be presented to the Board of Trustees in open session. Following the open session announcement of re-opener proposals, a public hearing is held regarding the proposal to allow the public to provide input before bargaining begins. The public hearing for 2010/2011 negotiations regarding the District’s proposal has been tentatively scheduled for the September 8th Board meeting.

In addition to Total Compensation, which is opened by mutual agreement, the District is specifically interested in the following article:

- ARTICLE 8 – EVALUATIONS

**FISCAL IMPLICATIONS:**

None.

**RECOMMENDATIONS:**

Present the Santa Clarita Community College District contract re-opener proposal with the College of the Canyons Part Time Faculty United AFT, Local 6262, for period beginning July 1, 2010 and announce that a public hearing will be conducted at the September 8th Board meeting.

Submitted by: Michael Wilding

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook

Chancellor

Recommended by:

Diane M. Fiero

Asst. Supt/Vice President, Human Resources
### AGENDA

**CATEGORY**  HUMAN RESOURCES

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### BACKGROUND / ANALYSIS:

A public hearing is open to allow an opportunity for public input regarding the 2010-2011 contract re-opener proposals submitted by Local 6262 Part-Time Faculty United (AFT).

Part-Time Faculty United - AFT is interested in the following articles:

- ARTICLE 10 – Total Compensation
- ARTICLE 6 – Assignment and Scheduling
- New Article - Office Hours

### FISCAL IMPLICATIONS:

Subject to the negotiations process.

### RECOMMENDATIONS:

Announcement of Public Hearing – information only.

Submitted by: Michael Wilding

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

Chancellor

Recommended by: Diane M. Fiero

Asst. Supt/Vice President, Human Resources
<table>
<thead>
<tr>
<th>AGENDA CATEGORY</th>
<th>GENERAL</th>
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</thead>
<tbody>
<tr>
<td>ITEM/TITLE</td>
<td>Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items</td>
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**BACKGROUND / ANALYSIS:**

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

**FISCAL IMPLICATIONS:**

N/A

**RECOMMENDATIONS:**

Action, if any, to be determined.

Submitted by: Dianne G. Van Hook

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

Chancellor

Recommended by: