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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

BUSINESS MEETING

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

5:00 p.m.
Wednesday, August 27, 2008

The meeting will begin at 5:00 p.m. with a Board Workshop, followed by Closed Session.
Open Session will begin at 6:30 pm (public welcome).

1. PRELIMINARY FUNCTIONS
1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items
1.2 Board Workshop
1.3 CLOSED SESSION
1.3a Conference with Labor Negotiator
Santa Clarita Community College District Representative: Dr. Michael Wilding
Part Time Faculty United-AFT Local 6262
(pursuant to Government Code §54957.6)
1.4 Flag Salute
1.5 Welcome to Guests/Recognition of Staff Representative(s)
It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Audience members may address the Board at this time. When acknowledged by the President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Audience members may also request to speak to an agenda item being considered by the Board during the course of the meeting through recognition by the President of the Board.)
1.6 Approval of Agenda ACTION
1.7 Recognition/“Up Close and Personal” ORAL
• LEAP Solution Team Presentations:
  ✓ Integrating Enrollment Management Into Everyone’s Priorities and Onto All Desks
  ✓ Developing Learning Community Models
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 Agreement Between the Santa Clarita Community College District and the Santa Clarita
       Valley School & Business Alliance (William S. Hart Union High School District)

   3.2 Ratification of Contract Renewal between the Santa Clarita Community College District and Economic
       Modeling Specialists Inc. (EMSI)/CCbenefits

   5.1 Approval of Travel Authorizations Schedule T 08/09-5

   6.1 Approval of Notice of Completion for Roadway, Parking and Building Signage Project (Valencia
       Campus)

   6.2 Approval of Contract for Architectural Services for the Canyon Country Campus Construction Project
       (Kruger Bensen Ziemer Architects, Inc.)

   6.3 Approval of Contract for Maintenance Facility Workstation Shop Fixtures at the Canyon Country
       Campus (PVI Products)

   6.4 Approval of Addendum #01 to Contract for Equipment Rental for the Dr. Dianne G. Van Hook University
       Center Construction Project (Andy Gump)

   6.5 Approval of Addendum #01 to Contract for Geotechnical Services for the Dr. Dianne G. Van Hook
       University Center Construction Project (SubSurface Designs, Inc.)

   6.6 Approval of Contract for Fiber Optic Site Upgrade (Ventura Directional Drilling)

   6.7 Approval of Addendum #01 to Contract for the Canyon Country Campus Construction Project—Chiller
       Refurbishment (Advanced Centrifugal Systems, Inc.)

   6.8 Ratification of Contract for Environmental Consulting (Atkins Environmental H.E.L.P., Inc.)

   6.9 Ratification of Contract for Cafeteria Remodel Project (Scotty Chitwood Company)

   7.1 Approval of Personnel Schedule PERS 2008/2009-3

   7.2 Approval of Classified Administrator Employment Contract for Interim Director, Center for Applied
       Competitive Technologies (CACT)

   7.3 Approval of Classified Administrator Employment Contract for Part-Time Classified Administrator
       (Temporary)

   7.4 Approval of Classified Administrator Employment Contract for Human Resources Analyst

   7.5 Approval of Classified Administrator Employment Contract for Assistant Director, Campus Safety

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

   8.2 Approval of Agreement Between Santa Clarita Community College District and The Learning Edge
       North America, Inc.

3. INSTRUCTIONAL SERVICES

   3.3 Approval of Rental Agreement Between Santa Clarita Community College District and Long Beach Area
       Council, Boy Scouts of America (Camp Tahquitz)

4. STUDENT SERVICES

   None.

5. BUSINESS SERVICES

   5.2 Approval of Resolution No. 2008/09-03: Approval of Cash Borrowing Resolution, Temporary Transfers from
       the Los Angeles County Treasury

6. PHYSICAL PLANT, FACILITIES, and CONSTRUCTION

   6.10 Approval of Change Orders for Canyon Country Campus Construction Project

   6.11 Presentation of the Educational and Facilities Master Plans

7. HUMAN RESOURCES

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

12. **ANNOUNCEMENT OF NEXT MEETING** –
    Wednesday, September 10, 2008, Business Meeting, Closed Session at 5:00pm, Open Session at 6:30pm;
    Board Meeting Room, Hasley Hall 137, College of the Canyons.

    AND ADJOURNMENT

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

ITEM/TITLE Approval of Agreement Between the Santa Clarita Community College District and the Santa Clarita Valley School & Business Alliance (William S. Hart Union High School District)

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
The Santa Clarita Community College District has been in support of the SCV School and Business Alliance since 1998. The Alliance will work with the Santa Clarita Community College District this fiscal year to:

- Coordinate professional development training opportunities to support the integration of academic and career technical education courses.
- Coordinate annual “Educators in Industry” program providing hands-on professional development through tours of business and industry.
- Actively participate in COC/Hart District working groups to improve communications and relationships between the two districts.
- Work with Career Technical Education Consortium (CTEC) to implement work place learning opportunities.
- Act as liason between Career Technical Education (CTE) programs and employers.

Copies of the agreement are available from the Instruction Office upon request.

FISCAL IMPLICATIONS:
The total cost of this agreement is $15,000 and will be paid from the Tech Prep Grant. There is no fiscal implication to the District’s Unrestricted General Fund.

RECOMMENDATIONS:
Move Approval of this Agreement Between the Santa Clarita Community College District and the Santa Clarita Valley School and Business Alliance (William S. Hart Union High School District).

Submitted by: Audrey Green
Dean, Program Development

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

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

FULL AGENDA BOOK - PAGE 4
BUSINESS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Santa Clarita Community College District ("District"), a public community college district organized under the laws of the State of California, and Santa Clarita Valley School and Business Alliance ("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 Work. 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: 1) Partner on professional development training opportunities to support the integration of academic and career technical courses. 2) Coordinate annual “Educators in Industry” program providing hands-on professional development through tours of business and industry. 3) Actively participate in COC/Hart District working groups to improve communications and relationships between the two districts. 4) Work with Career Technical Education Consortium (CTEC) to implement workplace learning opportunities. 5) Act as liaison between Career Technical Education (CTE) programs and employers.

2. Term. Contractor shall commence providing services under this Agreement on November 8, 2008, and will diligently perform as required and complete performance by June 30, 2009.

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

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

5. 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.

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 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. **Materials.** 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.

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, attorney’s fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

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

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

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

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

13. Certification Regarding Debarment, Suspension or Other Ineligibility (Federal Executive Order 12549). By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
   b. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 12.a above, of this certification; and,
   d. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.

14. Assignment. This Agreement is for the exclusive services of Contractor. The obligations of the Contractor pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by Contractor without the express, written approval of District.

15. Compliance with Applicable Laws. The services completed herein must meet the approval of 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.

16. 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.

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

18. Delays. Delay, non-delivery, or any other failure to perform shall not be excused unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of Contractor and Contractor gives notice to District within 24 hours of both the delay or non-delivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on District to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of Contractor's control shall be excusable, and...
Contractor waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder.

19. Disputes. All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit.
   a. Should it be necessary for either party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing party shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.
   b. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to Contractor, or otherwise, Contractor agrees that it will not directly or indirectly stop or delay the work directed by District, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

20. Drug-Free Workplace Policy and Requirements. Contractor hereby certifies under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Los Angeles County Board of Education’s Alcohol and Drug-Free Workplace Policy 4020(a).

21. 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.

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

23. 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.

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

**DISTRICT:**
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Attention: Audrey Green, Dean, Program Devl
Telephone #: 661.362.3294
FAX #: 661.362.3043

**CONTRACTOR:**
Santa Clarita Valley School and Business Alliance
21515 Centre Pointe Parkway
Santa Clarita, CA 91350
Attention: Adriana Estrada, Exec. Director
Telephone #: 661.259.0033 x776 and/or x230
FAX #: 661.254.8653
25. **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.

26. **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.

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

28. **Time.** Time is of the essence in this Agreement. If at any time Contractor becomes aware of circumstances that may cause a delay in the Schedule, Contractor shall immediately give written notice of such circumstances to the District and shall immediately take action to remedy the situation. If Contractor does not remedy the situation within 48 hours, the District shall have the right, directly or through Contractor, to investigate such delays and to institute action at Contractor's expense, to prevent or mitigate any delay.

IN WITNESS WHEREOF, both parties agree.

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BACKGROUND / ANALYSIS:

The Santa Clarita Community College District will be renewing their contract with Economic Modeling Specialists Inc. (EMSI)/CCbenefits for access to their Strategic Advantage Module. The Strategic Advantage Module will provide useful data to the Santa Clarita Community College District such as: jobs by industry & occupation, including projections 10 years into the future, labor market workforce data by supply and demand, regional occupations, and a mapping module that displays labor market data on customized regional maps.

EMSI/CCbenefits will also be providing specialized Program Justification reports to the Santa Clarita Community College District as needed for new program development.

The Strategic Advantage license renewal is for the period July 1, 2008 – June 30, 2009. The cost of the one-year license renewal is $9,000, which includes technical assistance during the contract period. The cost of the three (3) Program Justification reports totals $2,139. Both contracts are available for review upon request from the Program Development Department or Institutional Development Department.

FISCAL IMPLICATIONS:
The total cost of the contract renewal is $9,000 and will be paid from both the Program Development Department and Institutional Development and Technology. The cost of the three justification reports needed for new program development is $2,139 and will be paid from the Institutional Development and Technology Office.

RECOMMENDATIONS:
Move Ratification of Contract Between the Santa Clarita Community College District and Economic Modeling Specialists Inc. (EMSI)/CCbenefits.

Submitted by: Audrey Green

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
**Professional Services Invoice**

**INVOICE #:**

2504

Please note our current address for your records.

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**BILL TO:**

College of the Canyons  
Attn: Audrey Greene  
26455 Rockwell Canyon Road  
Santa Clarita CA 91355

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**Description**

- Renewal of the Career Pathways Module - Strategic Advantage: $1,500.00
- Renewal of the Economic Forecaster - Strategic Advantage: $1,500.00
- Renewal of the Economic Impact Module - Strategic Advantage: $1,500.00
- Renewal of the Educational Analyst Module - Strategic Advantage: $1,500.00
- Renewal of Data in the Strategic Advantage: $3,000.00

Subscription dates: 07-01-08 through 06-30-09

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Please remit payment to "EMSI" at above address. Thank you.

**Total Amount Due:** $9,000.00

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Questions? Please call Elizabeth Scharl in Customer Accounts @ 208.892.5588.

FULL AGENDA BOOK - PAGE 11
October 11, 2007

Ms. Sharlene Coleal
Vice President, Business Services
College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

Contract: Strategic Advantage

Dear Ms. Coleal,

The purpose of this letter is to establish the contractual relationship between the College of the Canyons (COC) of Santa Clarita, California and EMSI/CCbenefits, Inc. (EMSI) of Moscow, Idaho for the provision of Strategic Advantage (SA).

This contract replaces and nullifies any previous agreements between COC and EMSI.

Duration and Pricing
Access to SA is provided for the price of $8,712 for the first nine months of subscription. This subscription includes the Economic Forecaster, Economic Impact, Career Pathways, Educational Analyst, and GIS modules; as well as county and ZIP-level for ten (10) counties. The contract period is from October 9, 2007 through June 30, 2008 and includes the guaranteed renewal pricing of $9,000 a year for 2 additional years (see Exit Clause below).

Exit Clause
This agreement gives COC the option to discontinue service for each year by providing written notice to EMSI within thirty days after receipt of an annual invoice from EMSI prior to the anniversary date of the subscription. In the event such notice is not provided within thirty days, the subscription to COC automatically carries over to the next year.

Applicable Law
California law will govern the contractual relationship between EMSI and COC. This letter sets forth the entire agreement between EMSI and COC. No other promises or agreements shall be binding unless signed by both parties.

Data Use Agreement
EMSI is an economic analysis firm that provides data useful in the strategic planning and impact assessment of community and technical colleges. The data provided by EMSI is solely for the use of the institution or organization that purchased such data and is not to be accessed by any other institution or organization without the express written consent of EMSI. EMSI data may not be shared. EMSI is not liable for misuse of the data, or any planning mistakes based on the said data. COC is fully responsible for the decisions that are made based on the data provided by EMSI.
For questions concerning the data or data sources, please consult the SA tutorial posted on the website, or contact EMSI at (208) 882-3567. EMSI data includes, but is not limited to, any information or report written or disseminated by EMSI or one of the products produced by EMSI. By using SA you agree to the above terms.

Publishing EMSI Data
All data retrieved from SA must be referenced to EMSI when results are presented publicly. No unreferenced public usage or presentation of data is allowed.

Timeline and Responsibilities

**EMSI agrees to—**
- Post SA immediately following contract signature, anticipated no later than October 9, 2007, which will include county and ZIP-level data for ten (10) counties:
  - **Economic Forecaster** – Jobs by Industry, Occupation, and Demographics data with projections 10 years into the future; graph, table, and map exportable data features.
  - **Economic Impact** – Regional single/multiple ZIP or county level model which consists of Economic Base, Input/Output Model, and Cluster Analysis.
  - **Career Pathways** – Labor market workforce data by supply and demand, unemployment, growth occupations, skills transferability, access to ONET data, and 10-year projections. Data is exportable into Excel.
  - **Educational Analyst** – Regional occupations, regional post-secondary institutions, educational attainment, high school graduations. Matches occupations to post-secondary programs. Many exportable data features.
  - **Geographic Information System Data** – EMSI's GIS is a mapping module that allows users to display labor market data on customized regional maps. The maps will allow users to:
    - View county and ZIP level data,
    - Custom build regions by clicking on the map or by using the "radius" feature,
    - View
      - Industry,
      - Occupation,
      - Demographics,
      - Competencies (Knowledge, Skills, Ability),
      - Educational Attainment,
      - High School Graduations, and
      - Completers
- Provide technical assistance as needed by phone or e-mail to COC during the contract period, at no additional charge;
- Notify COC whenever changes, modifications and/or improvements are made to SA during the contract period;
- Provide user-logins and access for up to ten (10) users at COC (the user accounts must be used by individuals employed at the organization and cannot be generic logins used by multiple people or shared amongst other people);
- Update the LMI (Labor Market Information) data imbedded in SA every six months with six-month-old data. Projected updates will occur at the end of the year (January) and middle of the year (June). (LMI data includes industry, occupation, and demographic data); and
- Provide all software updates at no additional cost throughout the contract period.

**COC agrees to—**
- Use SA exclusively for the internal purposes of COC; and
- Not offer projection services for sale to any other educational institutions in the region.

**Budget and payment schedule**

**Strategic Advantage License:**

Year 1  10-09-07 through 06-30-08:

$8,712  $8,712 due upon contract signature

If exit clause is not exercised:

Year 2  07-01-08 through 06-30-09:

$9,000

Year 3  07-01-09 through 06-30-10:

$9,000

For EMSI:

[Signature]

Kjell Christophersen  
President  
EMSI/CCbenefits, Inc.

[Signature]  
10.18.07

For COC:

[Signature]  
Sharlene Coleal  
Vice President, Business Services  
College of the Canyons

[Signature]  
10.12.07
July 22, 2008

Dr. Barry Gribbons,
Asst. Superintendent/Vice President
Institutional Development, Technology and Online Services
Santa Clarita Community College District
College of the Canyons
Rockwell Canyon Road
Santa Clarita, CA 91335

Work Agreement: Program Justification Reports

Dear Dr. Gribbons,

The purpose of this letter is to establish a work agreement between College of the Canyons of Santa Clarita, California (COC) and Economic Modeling Specialists, Inc. for the provision of (3) Program Justification Reports, deliverable by July 29, 2008.

Data Use Agreement
The data provided by EMSI may be published only with citation to EMSI. Neither the report itself nor any data included in the report may be resold. EMSI is not liable for misuse of the data, or any planning mistakes based on the said data. The institution or organization that purchases the data is fully responsible for the decisions that are made based on the data provided by EMSI.

Publishing EMSI Data
All report data must be referenced to EMSI when results are presented publicly. No unreferenced public usage or presentation of data is allowed.

Deliverables
EMSI agrees to deliver the Program Justification Reports to COC by July 29, 2008.

COC agrees to pay the full amount of $2,139 within 30 days of project startup, which will be July 22, 2008.

DATA DISCLAIMER
THE DATA, REPORTS, FORECASTS, AND/OR SERVICES PROVIDED BY ECONOMIC MODELING SPECIALISTS, INC (EMSI) ARE GENERATED USING GOVERNMENT DATA AND PROPRIETARY PROCESSES. EMSI USES ESTIMATES WHEN THERE ARE MISSING DATA POINTS, AND SUCH ESTIMATES ARE SUBJECT TO VARYING DEGREES OF ERROR. EMSI'S DATA, REPORTS, FORECASTS, AND SERVICES MAY DIFFER SIGNIFICANTLY FROM ACTUAL OUTCOMES AND ARE PROVIDED "AS IS," WITHOUT WARRANTY FOR A PARTICULAR PURPOSE OR PROJECT. BY PURCHASING THIS DATA, REPORT, PRODUCT, OR SERVICE, PURCHASER AGREES THAT EMSI SHALL NOT BE LIABLE FOR ECONOMIC LOSS ARISING FROM THEIR USE.

LIMITATION OF LIABILITY
EMSI SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SALE OF DATA, REPORTS, FORECASTS, OR SERVICES. EMSI'S MAXIMUM LIABILITY, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THAT EMSI RECEIVED FOR THE DATA, REPORT, FORECAST, OR SERVICE IN QUESTION.

For EMSI:

[Signature]
Andrew Crapuchettes
CEO
EMSI

For COC:

[Signature]
Barry Gribbons
Asst. Superintendent/V.P.
Institutional Development,
Technology and Online Services
College of the Canyons
BACKGROUND / ANALYSIS:

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

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

FISCAL IMPLICATIONS:

Travel expenditure requests for fiscal year 2008-09 totaling $13,296.22 will be included in the 2008-09 Tentative Budget.

RECOMMENDATIONS:

Move Approval of Travel Authorizations Schedule T 08/09-5.

Submitted by:  
Kari Soffa

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

Recommended by:  
Sharlene L. Coleal
# Travel Authorization
## Board Of Trustees Meeting
### August 27, 2008

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## Approved Travel

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**GRAND TOTAL** $ 13,296.22

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<th>Administrative Oversight Codes</th>
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<td># Substitute Required</td>
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<td>IS · Instructional Services (2000)</td>
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<td>SS · Student Services (3000)</td>
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<td>DG · Business Services (4000)</td>
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<td>PS · Personnel Services (6000)</td>
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<td>AD · Administrative Services (7000)</td>
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<tr>
<td>IR · Institutional Research (8000)</td>
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<tr>
<td>CCC · Canyon Country Campus (8000)</td>
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BACKGROUND / ANALYSIS:
The following construction contract has been satisfactorily completed per the terms and conditions of the contract:

- Roadway, Parking and Building Signage Project, Vomar Products, Inc.

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

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
Move approval of Notice of Completion to Vomar Products, Inc. for Roadway, Parking and Building Signage Project (Valencia Campus).
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<tr>
<th>AGENDA CATEGORY</th>
<th>PHYSICAL PLANT, FACILITIES and CONSTRUCTION</th>
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<tbody>
<tr>
<td>ITEM/TITLE</td>
<td>Approval of Contract for Architectural Services for the Canyon Country Campus Construction Project</td>
</tr>
<tr>
<td></td>
<td>(Kruger Bensen Ziemer Architects, Inc.)</td>
</tr>
</tbody>
</table>

**BACKGROUND / ANALYSIS:**
There is an obvious need for a permanent trash facility as well as permanent monument signs for the CCC site. KBZ will provide design and construction drawings to satisfy these needs. These projects can be completed quickly allowing construction to begin as early as September; in fact, the signs are already being bid based on concept drawings and could be completed even sooner. The cost of the contract is $18,000 and includes the preparation of plans and specifications for the aforementioned projects.

Copies of this 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 $18,000 are included in the FY08/09 Tentative Budget.

**RECOMMENDATIONS:**
Move approval of contract for the Canyon Country Campus Construction Project as 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:
August 6, 2008

College of the Canyons
26456 Rockwell Canyon Road
Santa Clarita, CA 91355-1803

Attn: Jim Schrage

Re: Proposal for Architectural Services for Canyon Country Campus monument signs & trash enclosure.

Dear Mr. Schrage;

KBZ Architects, Inc. is pleased to submit this proposal for architectural and engineering services based on the basic scope of the work below:

1. Prepare plans and specifications for the trash enclosure on site storm drain system.

2. Prepare plans and specification for the trash enclosure access roadway, access walkway and retaining walls.

3. Prepare plan and specification for the monument signs engineering.

4. Prepare plans and specifications for the monument signs lighting.

5. Construction observation.

CONSULTANTS

Civil Engineering: Penfield & Smith
Site Electrical: Calpec Engineering
FEE FOR BASIC SERVICES

The Fee for Architectural Services and Engineering Services will be the stipulated sum of $18,000.00. (Eighteen Thousand Dollars).

Extra services, if required, will be performed on a time-and-material basis per rate sheet, attachment one. Reimbursable expenses (not included in fee) will be billed at KBZ's direct costs plus 15%. Reimbursable expenses include costs for reproduction and shipping.

KBZ and its consultants are committed and looking forward to working with College of the Canyons on this project.

Thank you for the opportunity to present this proposal.

Thierry H. Cassan, Principal
KRUGER BENSEN ZIEMER ARCHITECTS, INC

COLLEGE OF THE CANYONS

Enclosures:
Attachment One (Rate schedules and reimbursable expenses)
BACKGROUND / ANALYSIS:
With the expansion of the campus over the last year and in anticipation of future build-out, it is necessary to create a Facilities Maintenance shop at the CCC site. This project will allow the staff to carry out necessary repairs and renovations on site rather than remotely, i.e., on the Valencia campus.

The District would like to enter into a contract with PVI Products for the installation of workbenches, cabinets and shelving in the amount of $31,486. The District used the CUPCCAA (California Uniform Public Construction Cost Accounting Procedure) guidelines for this work. 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 which can only be used for bond-listed projects. Funds for this contract in the amount of $31,486 are included in the FY07/08 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for the Maintenance Shop Project as noted above.

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

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

Recommended by:
Contractor Agreement

THIS AGREEMENT is hereby entered into this ___ day of ___________, 2008, in the City of Santa Clarita, County of Los Angeles, by and between the Santa Clarita Community College District, a State of California community college district hereinafter referred to as “District” located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, and PVI Products, Inc. hereinafter referred to as “Contractor” located at 22902 Redwood Court, Saugus, CA 91390.

The Contractor shall furnish and provide all necessary tools, equipment, apparatus, facilities, transportation, labor and materials to complete all of the Project Work required in connection with the Project Work improvement commonly referred to as Maintenance Facility Workstation Shop Fixtures at the Canyon Country Campus Project.

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

Compensation and Invoicing. District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty One Thousand Four Hundred Eight-Six Thousand Dollars ($31,486). District shall pay Contractor after District’s Board of Trustee approval, completion of services by Contractor, and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during the prior month and shall include the invoice date, dates of service and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a net 30-day basis for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

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

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

Time. Time is of the essence in this Agreement.

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

Termination. The District may terminate this Agreement upon ten days’ written notice without cause and the Contractor shall be entitled to compensation based on the services completed to the satisfaction of the District. The District may terminate immediately upon default and may withhold from payments due Contractor on this or any other Agreement the amount necessary to complete the contracted Project Work.

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

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

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

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

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

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

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

**Labor Code.** Contractor shall comply with the applicable provisions of the California Labor Code §1770 including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the District’s Facilities Office. If applicable statues require payment of Prevailing Wages, Contractor shall maintain for audit by the District, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made and employee signatures. Copies of these records shall be furnished to the District upon request.

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

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

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

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

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

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

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

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

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

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

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

By: _____________________________  By: _________________________________
Title: ____________________________  Title: ________________________________
**BACKGROUND / ANALYSIS:**

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

The District entered into a contract for Equipment Rental with Andy Gump in the amount of $20,000 which was approved at the March 12, 2008 Board Meeting. At this time, the District would like to enter into Addendum #01 for in the amount of $15,000, making the total contract cost $35,000.

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

**FISCAL IMPLICATIONS:**

This is a joint State/GO Bond/Locally funded project. Funds for this addendum in the amount of **$15,000** are included in the FY08/09 Tentative Budget.

**RECOMMENDATIONS:**

Move approval of Addendum #01 for Equipment Rental for the Dr. Dianne G. Van Hook University Center Construction Project with Andy Gump as noted above.

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Approval for submission to Board of Trustees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>James C. Schrage</td>
<td>Dr. Dianne G. Van Hook</td>
</tr>
<tr>
<td>Vice President, Facilities Planning, Operations and Construction</td>
<td>Chancellor</td>
</tr>
</tbody>
</table>

Recommended by:

[Signature]
ADDENDUM #01
TO AGREEMENT FOR EQUIPMENT RENTAL SERVICES
FOR THE DR. DIANNE G. VAN HOOK UNIVERSITY CENTER
CONSTRUCTION PROJECT

The contract dated March 19, 2008 for Geotechnical Services for the Dr. Dianne G. Van Hook University Center Construction Project is hereby modified by Board action August 27, 2008 by and between the Santa Clarita Community College District, a California college district (“District”) and Andy Gump. (“Consultant”).

The agreement is modified as follows:

Additional fee of $15,000

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

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

By: ____________________________
Dianne G. Van Hook, Ed.D
Chancellor

“CONSULTANT”
ANDY GUMP

By: ____________________________
## Approval of Addendum #01 to Contract for Geotechnical Services for the Dr. Dianne G. Van Hook University Center Construction Project (SubSurface Designs, Inc.)

### BACKGROUND / ANALYSIS:

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

The District entered into a contract for Geotechnical Services with SubSurface Designs, Inc. in the amount of $15,000 which was approved at the April 16, 2008 Board Meeting. At this time, the District would like to enter into Addendum #01 to this contract in the amount of $15,000, making the total contract cost $30,000.

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

### FISCAL IMPLICATIONS:

This is a joint State/GO Bond/Locally funded project. Funds for this addendum in the amount of $15,000 are included in the FY08/09 Tentative Budget.

### RECOMMENDATIONS:

Move approval of Addendum #01 for Geotechnical Services for the Dr. Dianne G. Van Hook University Center Construction Project with SubSurface Designs, Inc. as noted above.

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<table>
<thead>
<tr>
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<tr>
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<td>Chancellor</td>
</tr>
</tbody>
</table>

Recommended by:

[Signature]

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FULL AGENDA BOOK - PAGE 31
ADDENDUM #01
TO AGREEMENT FOR GEOTECHNICAL SERVICES
FOR THE DR. DIANNE G. VAN HOOK UNIVERSITY CENTER
CONSTRUCTION PROJECT

The contract dated April 11, 2008 for Geotechnical Services for the Dr. Dianne G. Van Hook University Center Construction Project is hereby modified by Board action August 27, 2008 by and between the Santa Clarita Community College District, a California college district (“District”) and SubSurface Designs, Inc. (“Consultant”).

The agreement is modified as follows:

Additional fee of $15,000

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

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

By: ____________________________
    Dianne G. Van Hook, Ed.D
    Chancellor

“CONSULTANT”
SUBSURFACE DESIGNS, INC.

By: ____________________________
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for Fiber Optic Site Upgrade

(A Ventura Directional Drilling)

BACKGROUND / ANALYSIS:
As part of the District’s Technology Master Plan to upgrade the campus to 100% fiber-capable, it is necessary to install the final loop of the system. This will entail, at this point, boring a new 4” conduit to connect PE East (North Campus) to the Facilities Yard, which is the hub for the South Campus infrastructure loop. After this conduit is installed, we will be able to loop the entire campus with fiber optic cables for data and telecommunications. This contract is exclusive of the actual fiber optic cables.

The District would like to enter into a contract with Ventura Directional Drilling for the installation of the conduit for the infrastructure system in the amount of $31,500. The District used the CUPCCAA (California Uniform Public Construction Cost Accounting Procedure) guidelines for this work. 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 which can only be used for bond-listed projects. Funds for this contract in the amount of $31,500 are included in the FY07/08 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for Fiber Optic Site Upgrade to Ventura Directional Drilling 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:
Contractor Agreement

THIS AGREEMENT is hereby entered into this ___ day of ____________, 2008, in the City of Santa Clarita, County of Los Angeles, by and between the Santa Clarita Community College District, a State of California community college district hereinafter referred to as “District” located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, and Ventura Directional Drilling, Inc. hereinafter referred to as “Contractor” located at 22902 Redwood Court, Saugus, CA 91390.

The Contractor shall furnish and provide all necessary tools, equipment, apparatus, facilities, transportation, labor and materials to complete all of the Project Work required in connection with the Project Work improvement commonly referred to as Fiber Optic Site Upgrade Project.

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

Compensation and Invoicing. District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-One Thousand Five Hundred Dollars ($31,500). District shall pay Contractor after District’s Board of Trustee approval, completion of services by Contractor, and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during the prior month and shall include the invoice date, dates of service and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a net 30-day basis for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

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

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

Time. Time is of the essence in this Agreement.

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

Termination. The District may terminate this Agreement upon ten days’ written notice without cause and the Contractor shall be entitled to compensation based on the services completed to the satisfaction of the District. The District may terminate immediately upon default and may withhold from payments due Contractor on this or any other Agreement the amount necessary to complete the contracted Project Work.

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

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

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

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

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

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

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

Labor Code. Contractor shall comply with the applicable provisions of the California Labor Code §1770 including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the District’s Facilities Office. If applicable statues require payment of Prevailing Wages, Contractor shall maintain for audit by the District, certified payroll records applicable to this Agreement, stating wage rates, trades, payments made and employee signatures. Copies of these records shall be furnished to the District upon request.

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

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

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

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

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

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

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

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

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

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

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

By: _____________________________  By: _______________________________
Title: ____________________________  Title: _______________________________

CONTRACTOR
BACKGROUND / ANALYSIS:
The Canyon Country Campus is a 70-acre site located at 17200 Sierra Highway that the district developed to house a number of instructional and support buildings.

The District entered into a contract for Chiller Refurbishment with Advanced Centrifugal Systems, Inc. in the amount of $12,700 which was approved at the March 12, 2008 Board Meeting. At this time, the District would like to enter Addendum #01 to this contract in the amount $3,200, making the total contract cost $15,900. This addendum is needed due to the expense associated with additional chemical cleaning of the evaporator and condenser tubes.

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

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this addendum in the amount of $3,200 are included in the FY08/09 Tentative Budget.

RECOMMENDATIONS:
Move approval of Addendum #01 for Chiller Refurbishment for the Canyon Country Campus Construction Project with Advanced Centrifugal Systems, Inc. as noted above.

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

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

Recommended by:
ADDENDUM #01
TO AGREEMENT FOR REFURBISHING OF EXISTING SCREW CHILLER

The contract dated March 12, 2008 for Refurbishment of Screw Chiller for the Canyon Country Campus Construction Project is hereby modified by Board action August 27, 2008 by and between the Santa Clarita Community College District, a California college district ("District") and Advanced Centrifugal Systems, Inc. ("Consultant").

The agreement is modified as follows:

**Additional fee of $3,200**

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

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

“CONSULTANT”
ADVANCED CENTRIFUGAL SYSTEMS

By: ____________________________ By: ___________________________

Dianne G. Van Hook, Ed.D Chancellor

By: ___________________________

FULL AGENDA BOOK - PAGE 39
BACKGROUND / ANALYSIS:
As the District has grown over the years, the amount of environmental compliance requirements has also grown. It is now necessary to seek outside assistance with compliance issues required by various governmental agencies, such as AQMD for air quality, and State agencies overseeing hazardous materials and waste water compliance.

The District would like to ratify a contract for Environmental Consulting with Atkins Environmental H.E.L.P., Inc. payable at $1,000 per month for a total annual cost of $12,000. The term of the contract is August 1, 2008 to July 31, 2009. Services covered under this contract include, but are not limited to:
- The review of the District’s operations;
- Investigation, coordination and completion of required agency requirements and documentation;
- Collection of required samples, analyses and proper signage for conformance to regulations;
- Permit applications and development of planning documents and procedures required by oversight agencies.

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

FISCAL IMPLICATIONS:
Funds for this contract in the amount of $12,000 are included in the General Fund for Facilities Administration and are included in the FY08/09 Tentative Budget.

RECOMMENDATIONS:
Ratify contract for Environmental Consulting with Atkins Environmental H.E.L.P., Inc. as noted above.

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

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: [signature]
Agreement for Consulting Services

Consultation Services – Scope of Services

The items marked below (if applicable) will constitute a scope of work requiring assistance from Atkins Environmental H.E.L.P., Inc. (AHL). Assistance with (not responsible for) compliance or documenting accepted exemptions is the level of effort for this Agreement for Consulting Services.

General Environmental, Health & Safety Compliance

1. Air Quality Compliance (if applicable)
   - Coordination of required recordkeeping
   - Variance
   - Toxic Hot Spots (reporting not MRA)
   - Rule Amendments
   - Title V (MFR & Minor Permit Modifications)
   - Inspections (if scheduled)
   - Notices of Violation (NOV)/Notices to Comply (NTC)
   - Annual Emissions Report (ACR)

2. Worker Safety: Cal-OSHA and Federal OSHA (if applicable)
   - Process Safety Management
   - California Accidental Release Program (CalARP)
   - Risk Management Program
   - SB 198 Compliance (IEP Development)
   - Hazard Communication (HazCom) Standard Compliance
   - Accident Coordinate (Facilitate) Required Safety Meetings
   - OSHA Citations & Appeals
   - Establish/Maintain the following programs:
     - Lockout/Tagout
     - Powered Industrial Trucks (Forklifts)
     - Emergency Action/Evacuation/Alarms
     - Hearing Conservation
     - Respiratory Protection
     - Bloodborne Pathogens
     - Hazard Communication (HazCom)
     - Fire Prevention
     - Injury and Illness Prevention
     - Sexual Harassment
     - Waste Management
   - Training:
     - Lockout/Tagout
     - Powered Industrial Trucks (Forklifts)
     - Emergency Action/Evacuation/Alarms
     - Hearing Conservation
     - Respiratory Protection
     - Bloodborne Pathogens
     - Hazard Communication (HazCom)
     - Fire Prevention
     - Injury and Illness Prevention
     - Sexual Harassment
     - Waste Management

   - Compliance with Storage Requirements
   - Proper Storage and Labeling
   - HAZMAT Inventory Business Plan Development/Maintenance
   - Material Safety Data Sheet (MSDS) Management

4. Waste Water Compliance (if applicable)
   - Industrial Wastewater Permit Management
   - Wastewater Monitoring/Sampling/Analysis (excluding lab fees)
   - Operating Condition Compliance
   - Baseline Monitoring Report (BMRR)
   - Self Monitoring Reports (SMR) (excluding lab fees)
   - Notices of Violation (NOV)

5. Other Agencies/Environmental Health (if applicable)
   - Waste Management/Minimization
   - Coordination of Required Recordkeeping
   - Hazardous Waste Contingency Plan Development
   - Compliance with Storage/Handling Requirements
   - Proper Facility Signage and Labeling
   - Form R – Toxic Release Inventory Reporting
   - NPDES NOI, SWPPP, SWM (Stormwater Compliance)
   - SPCC Plans (Oil Spill Prevention, Control & Countermeasure)
   - Conduct Regulatory Compliance Inspections (Internal Audit):
     - Annually
     - Semi-Annually
     - Quarterly

Construction Industry Compliance

☑ Not Applicable

1. General Compliance (OSHA - 29 CFR § 1926)
   - General Safety and Health Provisions (Subpart C)
   - Occupational Health & Environmental Controls (Subpart I)
   - Personal Protective and Life Saving Equipment (Subpart P)
   - Fire Protection and Prevention (Subpart F)
   - Signs, Signals and Barricades (Subpart K)
   - Materials Handling, Storage, Use and Disposal (Subpart U)
   - Tools – Hand and Power & Machine Guarding (Subpart K)
   - Welding and Cutting (Subpart L)
   - Electrical Safety (Subpart M)
   - Scaffolding (Subpart M)
   - Floors and Wall Openings (Subpart M)
   - Cranes, Derrick, Hoists, Elevators & Conveyors (Subpart N)
   - Motor Vehicles, Mechanical Equipment and Marine Operations (Subpart N)
   - Excavations (Subpart P)
   - Concrete and Masonry Construction (Subpart Q)
   - Steel Erection (Subpart R)
   - Underground Construction, Rails, Cables, Conduits and Compressed Air (Subpart S)
   - Demolition (Subpart T)
   - Blasting and Use of Explosives (Subpart U)

Miscellaneous

☐ Health Hazards in Construction
☐ Asbestos Hazards in Construction/Building Inspections
☐ Confined Space
☐ Ladders & Stairways
☐ Storm Water Compliance
☐ Lead Based Paint Surveys

Terms & Cost:

1. Term of this Agreement for Consulting Services is for a one-year period:
   From August 1, 2020 to July 31, 2021

2. At the end of this period, this Agreement for Consulting Services will continue in full effect as outlined in this Agreement on a month-to-month basis.
3. Either party may terminate the agreement with 30 days notice.
4. AHL shall provide Client with Environmental, Health, and Safety related compliance management/consulting services for a maximum of 250 hours per month, for a fixed fee of $1,000.00 (billed monthly on the 1st of each month).
5. The scope of services will be mutually determined but specifically includes consultation services (as itemized) on page 1 of this Agreement for Consulting Services (Consultation Services) on an as needed basis.
6. Client will be responsible for any sampling and/or analytical fees.

Accept and Agree:

[Signature]

[Signature]

Date

08/03

08/07/2021

E.L. Brown President

Atkins Environmental H.E.L.P., Inc.
1.0 Services to be Provided

Atkins Environmental H.E.L.P., Inc. (AESH) through and by its officers, employees and subcontractors, hereafter AESH is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.

2.0 Payment Terms

Client agrees to pay AESH's invoices upon receipt. If payment is not received within 30 days from the Client's receipt of AESH's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month of the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made for AESH's invoice on account of liens or liquidated damages unless expressly included in the agreement. After five days prior notice to Client, AESH may suspend services until paid on any project where payment of the wages for work not reasonably in dispute is not received by AESH within 30 days of Client's receipt of AESH's invoice. Client receipt of invoices will be returned three days after mailing by AESH first class, with adequate postage attached.

3.0 Termination

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed service, Client agrees to pay AESH for all direct and indirect expenses incurred to date and associated with the services provided.

4.0 Standard of Care

AESH will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of AESH's profession practicing in the same or similar locality at the time of the services. AESH COLOSSAL EXPRESS OR IMPLIED, IS MADE OR INCREASED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

5.0 Insurance

AESH maintains adequate insurance coverage.

6.0 Professional Liability

FOR ADDITIONAL CONSIDERATION FROM AESH OF $15,000 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES TO AESH LIABILITY AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY INJURIES TO PROFESSIONAL ACTS, ERRORS OR OMISSIONS OF CONTRACT BY AESH WILL BE LIMITED TO IN AGGREGATE OF $3,000 ON AESH TOTAL CHARGES, WHICH EVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, AESH AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF $5,000 ON AESH TOTAL CHARGES, WHEREVER IS GREATER. THE ADDITIONAL CHARGE IS 1% OF AESH TOTAL CHARGES, OR $5,000, WHICHEVER IS GREATER. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.0 Site Operations

Client will arrange for right-of-way to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and permits required for the activities at the site.

AESH's field personnel are trained to institute field testing, drilling and/or sampling within a reasonable distance of each designated location. AESH's field personnel will avoid hazards and utilities, which are visible to them at the site. If AESH is advised by the presence of or potential presence of underground or overground obstacles, such as utilities, AESH will give special instructions to its field personnel. AESH is not responsible for any damage or loss due to undetected or unknown surface or subsurface conditions caused by Client or third parties, except to the extent such damage or loss is a result of AESH's negligence. Otherwise, Client agrees to the additional consideration of $1,000, to indemnify AESH, its directors, officers, employees, agents and subcontractors, from any such claims, suits or losses, including related reasonable attorney's fees.

AESH will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in AESH's proposal, our charges do not include cost of restoration due to any related damage, which may result. If Client requests AESH to repair such damage, we will do so at an appropriate additional cost.

Field tests or boring locations assessed by AESH's report shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

8.0 Field Representative

The presence of AESH or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, observation or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by AESH be involved in the project, AESH will advise such contractor(s) that AESH's services do not include supervision or direction of the means, methods or actual work of the contractor(s). No employees of agents. Client will inform contractor that the presence of AESH's field representative is for project administration, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of AESH) is involved in the project, Client agrees, in accordance with past practice and permitted contractual practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that AESH will not be responsible for job site safety or security on the project other than for AESH's employees and subcontractors, and that AESH does not have the duty or right to enter the work of the contractor.

9.0 Unforeseen Conditions or Occurrences

It is possible unforeseen conditions or occurrences may be encountered at the site which will substantially alter the necessary services, or to AESH involved in completing AESH's services. If this occurs, AESH will promptly notify and consult with Client, but it will act based on AESH's sole judgment. Where this judgment applies to AESH personnel involved is involved. Possible conditions could include:

a. Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal. If infeasible, AESH's judgment;

b. Agree with Client to modify the Scope of Services and the estimated charge to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;

c. Terminate the services effective on the date specified by AESH in writing.

10.0 Sample Disposal

Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission at AESH's request.
Agreement for Consulting Services

Terms and Conditions

11.0 Waste Disposal

11.1 If Client requests AEH to containize or handle wastes and/or fluids produced by AEH's activity, Client will provide a secure temporary storage location at or near the project site to prevent contamination with such containized wastes. Non-Hazardous Wastes will be disposed of by AEH for an additional charge at an appropriated licensed facility. Any Hazardous Wastes will be disposed of under manifest executed by Client at any property licensed facility selected by Client with AEH's assistance. No waste will be sent to such hazardous wastes.

12.0 Client Disclosure

Client agrees to advise AEH upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably be known by Client, existing in, or near the site that presents a potential danger to human health, the environment, or AEH's equipment. Client agrees to provide AEH containing related information, as it becomes available to the Client. By virtue of this Agreement providing services hereunder, AEH does not assume control or responsibility for any operator or for the operation of the site or for the performance or non-performance of the duties or responsibilities of the operators at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of their caution to notify the appropriate federal, state or local public agencies or any condition or disease, if necessary, any information which may be necessary to prevent damage to human health, safety, or the environment.

13.0 Environmental Indemnity

In connection with toxic or hazardous substances or conditions and the maximum extent permitted by law, for separate and individually measurable costs as a result of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or conditions, AEH will not be liable for any damages caused by AEH's negligence or willful misconduct resulting from:

a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or conditions;

b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or conditions found or identified at the site;

c. Toxic or hazardous substances or conditions introduced by the site by Client or third persons before, during or after the construction of AEH services;

d. Allegations that AEH is a generator, operator, owner, or operator of hazardous waste under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to the AEH services or.

Any third party suit or claim for damages against AEH alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or conditions at or from the project site before, during or after completion of AEH's services under this Agreement.

14.0 Equipment Contamination

AEH will endeavor to clean equipment and field equipment, which may become contaminated in the conduct of our services. Occasionally, such equipment may be left on Client's site for extended periods. If AEH is not responsible for any losses of field equipment or samples retained in storage.

15.0 Documents

All documents generated by AEH under this Agreement shall remain the property of AEH. Any unauthorized use or distribution of AEH's work shall be subject to the Client's satisfaction and at their discretion. AEH retains the right to use any product and related documents.

a. If Client desires to release or withdraw any project(s) required or necessary for this Agreement and is relieved of any responsibility and liability for AEH for the performance of such work, the release shall not affect any rights, duties, or obligations that may have accrued at any time prior to the release.

b. Client agrees all documents furnished to Client or Client's agents or assigns, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by AEH pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement.

c. Client shall furnish documents or information reasonably within Client's control and deemed necessary by AEH for the performance of our services. AEH may provide Client's documents in the performance of services required under this Agreement.

16.0 Claims

The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation prior to filing of any suit. However, in the event a claim results in litigation, the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
17.0 Opinions of Cost

If requested, AEH will use its best effort and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data. AEH's designs or AEH's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such work and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise. In writing with AEH, Client understands actual cost of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond AEH's control.

18.0 Testimony

Should AEH or any AEH employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and AEH is not a party in the dispute, then AEH shall be compensated by Client for the associated reasonable expenses and labor for AEH's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides AEH such compensation, Client will receive a credit or refund on any related double payments to AEH.

19.0 Confidentiality

AEH will maintain as confidential any documents or information provided by Client and will not release, source, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

20.0 Confidentiality

AEH will maintain as confidential any documents or information provided by Client and will not release, source, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

21.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of California.

22.0 Priority Over Form Agreements/Purchase Orders

The Parties agree the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and such forms as may be issued by Client to AEH as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

23.0 Survival

All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and AEH shall survive the completion of the services and the termination of this Agreement.

24.0 Severability

In the event any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

25.0 Assignment

This Agreement may not be assigned by either party without the prior permission of the other.
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Ratification of Contract for Cafeteria Remodel Project  X  ACTION/CONSENT

(Scotty Chitwood Company)

BACKGROUND / ANALYSIS:
The Cafeteria Remodel Project includes the remodeling of the existing serving area with new cabinetry, floors and ceilings, relocation of the Subway sandwich service area, updating the main dining room including floors and furnishings, staff dining room and the future addition of an exterior dining area.

The District would like to ratify a contract for the installation of new ceiling tiles in the serving area as part of this project with Scotty Chitwood Company in the amount of $13,978. The project is on an expedited timeline and ratification of this contract allowed the District to meet the schedule for completion.

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 $13,978 are included in the FY08/09 Tentative Budget.

RECOMMENDATIONS:
Ratify contract for the Cafeteria Remodel Project with Scotty Chitwood Company as noted above.

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

Recommended by:

James C. Schrage
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Scotty Chitwood Company ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Furnish and Install Tiles in Ceilings in Serving Area

1. Payment. The lump sum price for the Work is Thirteen Thousand Nine Hundred Seventy-Eight Dollars ($13,978).

2. Term. The term of this Agreement shall commence August 12, 2008 and shall end no later than August 31, 2008.

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

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

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

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

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

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

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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: Authorized Representative
Print Name Dianne G. Van Hook, Ed.D
Print Title Chancellor
Date Board Meeting Date of Approval

CONTRACTOR

BY: Authorized Representative
Print Name
Print
Print Title
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **INDEMNIFICATION:** CONTRACTOR and its successors or assigns agree to defend, indemnify and hold harmless the DISTRICT and its governing board, officers, employees, agents, subcontractors and volunteers from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by, alleged to be caused by or arising out of:
   - (a) The negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees;
   - (b) Any violations of federal, state, or local statutes or regulations arising out of or resulting from any neglectful act, error or omission of CONTRACTOR or its employees, agents, or subcontractors;
   - (c) The use of any copyrighted material or patented inventions; or
   - (d) CONTRACTOR's breach of its warranties or obligations under this Agreement.

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

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

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

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

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

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

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

Acknowledged Receipt: ____________________________

Initials/Date: ____________________________
AGENDA
CATEGORY HUMAN RESOURCES

ITEM/TITLE Approval of Personnel Schedule PERS 2008/2009-3

ACTION/CONSENT X

ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
Please see the attached.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:

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

Recommended by:
Diane M. Fiero
Asst. Supt/VP, Human Resources and Interim VP, Academic Affairs
A. ACADEMIC PERSONNEL

1. End of Service

   Employee # 0084267, resignation effective 8/17/08.

2. Employment – Regular

   No business.

3. Employment, Temporary Hourly as Needed

   These instructors are being hired for the Fall 2008 semester. Other individuals have been approved for this semester on prior agendas while other adjunct faculty will be presented as the need arises.

Adjunct Instructors: Fall 2008 (08/25/08 – 12/13/08)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaina</td>
<td>Evelina</td>
<td>ASL</td>
</tr>
<tr>
<td>Kian Kaufman</td>
<td>Sheiba</td>
<td>English</td>
</tr>
<tr>
<td>O'Sullivan</td>
<td>Jennifer</td>
<td>Photographic Technology</td>
</tr>
<tr>
<td>Ryan</td>
<td>Patricia</td>
<td>Business</td>
</tr>
<tr>
<td>Williams</td>
<td>Morgan</td>
<td>Dance</td>
</tr>
</tbody>
</table>

Noncredit Instructors: Fall 2008 (08/25/08 – 12/13/08)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dapp</td>
<td>Kelly</td>
<td>NC-Basic Skills Interdisciplinary</td>
</tr>
<tr>
<td>Dieters</td>
<td>Anne-Marie</td>
<td>NC-Basic Skills Interdisciplinary</td>
</tr>
<tr>
<td>Orland</td>
<td>Arleen</td>
<td>NC-Older Adults Computers</td>
</tr>
<tr>
<td>Steen</td>
<td>Linda</td>
<td>NC-Basic Skills Reading/English</td>
</tr>
</tbody>
</table>

* Denotes new instructors hired under equivalency

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

4. Authorization to Employ – Full-Time

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

6. **Other**
   a. Approval of Independent Contractor Payment for Services Rendered:
      No business.
   b. Approval of Contracts:
      No business.
   c. Approval of Guest Lecturers:
      No business.
   d. Approval for Payment of Supplementary Services in Addition to Regular Services for Part-time Faculty:
      No business.
   e. Other:
      Employee # 0084267, LACOE case # 4501-08-00003-01-06, closed.
B. **CLASSIFIED PERSONNEL**

1. **End of Service**
   Kirsti Susan Cromsigt, Program Accounting Technician (NSF Regional Center), effective September 10, 2008. Resignation. (Position #675210-CD02)

2. **Employment – Regular**
   Economic Development Specialist III, salary and start date pending.

3. **Employment – Adult Hourly**
   The following employees will not be allowed to meet or exceed 1000 hours and/or 180 days per academic year.
   a. Substitute.
      No business.
   b. Temporary.
      From time to time the District experiences a need to employ substitute and short-term/adult hourly employees. These individuals are employed and paid for less than 75 percent of a college year and are not part of the classified service. These individuals should be distinguished from students employed part-time, in any college work-study program, or in a work experience education program.

      At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:
      o replacement for an employee on leave (substitute);
      o working during a period of high student demand;
      o working on a special project of a short-term nature;
      o is in a position that enhances services to students;
      o is doing academic tutoring associated with the academic cycle; and
      o is in a seasonal position (for example a part-time coach).

      Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.
### Adult Hourly IV - $9.50 per hour
Hourly worker should have some basic and practical knowledge, skills, training, and/or experience in an office, department or classroom setting. Supervisor will provide some training. Performs a wider range of manual and clerical tasks and duties with slight difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hallman, Michael</td>
<td>Health Science</td>
<td>8/28/08 Pending Clearance</td>
<td>6/25/09</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Tejwani, Komal</td>
<td>EOPS/CARE</td>
<td>9/11/08 Pending Clearance</td>
<td>6/25/09</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Body, Kristen</td>
<td>PAC Box Office</td>
<td>9/02/08</td>
<td>6/25/09</td>
<td>Demand</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brunty, Jennifer L.</td>
<td>Counseling</td>
<td>8/28/08</td>
<td>6/25/09</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Ganevsky, Kent</td>
<td>TLC</td>
<td>8/28/08 Pending Clearance</td>
<td>6/25/09</td>
<td>Tutor</td>
</tr>
</tbody>
</table>

### Adult Hourly VIII - $15.00 per hour
Provides general and specialized assistance in an office, department or classroom. Has specialized skills or expertise that do not require specialized training. Performs general and specialized tasks and duties that have a greater degree of difficulty under direct supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>MacLean, Thomas</td>
<td>Welding Technology</td>
<td>8/29/08</td>
<td>6/25/09</td>
<td>Direct Service to Students</td>
</tr>
<tr>
<td>Karazi, Alfred</td>
<td>Welding Technology</td>
<td>8/29/08</td>
<td>6/25/09</td>
<td>Direct Service to Students</td>
</tr>
</tbody>
</table>
ETI and Economic Development – Contract Education Development
(Self-funded by business)

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelton, Crystalynn</td>
<td>SBDC</td>
<td>9/11/08</td>
<td>6/25/09</td>
<td>Project</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Hourly Rate</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelton, Crystalynn</td>
<td>SBDC</td>
<td>9/11/08</td>
<td>6/25/08</td>
<td>45.00</td>
<td>Project</td>
</tr>
</tbody>
</table>

End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original End Date</th>
<th>New End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baskin, Laura</td>
<td>Payroll Services</td>
<td>6/25/09</td>
<td>7/25/08</td>
</tr>
<tr>
<td>Brunty, Jennifer L.</td>
<td>Financial Aid</td>
<td>6/25/09</td>
<td>8/28/08</td>
</tr>
</tbody>
</table>

Additional names 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 Kirsti Susan Cromsigt. (Position #675210-CD02)

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:
   No business.

Additional names may be presented to the Board.

h. Other:
   Derek Lund, Senior Programmer / Analyst, return of position to 100% from 50%, effective October 6, 2008.
   (Position #678000-CD06)

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

1. End of Service
   No business.

2. Employment – Regular
   No business.

3. Employment – Hourly
   No business.

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

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

6. Other
   No business.
AGENDA
CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of Classified Administrator Employment  X  ACTION/CONSENT

Contract for Interim Director, Center for Applied Competitive

Technologies (CACT)

BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Mr. Keith Rypka, Interim Director, Center for Applied Competitive Technologies (CACT), effective August 20, 2008 through August 19, 2009 or when position is filled on a permanent basis, whichever is sooner.

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

FISCAL IMPLICATIONS:
Funds for this expenditure are budgeted in the 2008/2009 budget.

RECOMMENDATIONS:
Move approval of the Classified Administrator Employment Contract for Interim Director, CACT.

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/
Interim VP, Academic Affairs
The Santa Clarita Community College District (District) and Keith Rypka (Classified Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs Classified Administrator in the position of **Interim Director, Center for Applied Competitive Technologies.**

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

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

4. **Term of Contract:** The term of this Agreement shall be for the period **commencing August 20, 2008 and ending August 19, 2009 or when position is filled on a regular basis, whichever is sooner.** The term of this Agreement may be modified by mutual agreement of the parties.

5. **Salary:**

   A. The salary of the Classified Administrator shall be **$71,000.00** annually, payable at the rate of **$5,916.67** per month effective August 20, 2008. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

   B. The Classified Administrator will be reimbursed, on a monthly basis, for actual costs, including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

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

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

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

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

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

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

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

A. Classified Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative paid administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.
B. A maximum of fifteen (15) days of unused vacation may be exchanged for cash compensation each fiscal year. Exceptions to this may be made by the Chancellor.

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

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

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

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

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

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

9. **Evaluation:** Classified Administrator shall be evaluated according to District’s policies and procedures relating to the evaluation of classified managers. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 6, or to the right of the District not to renew this Agreement.

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

11. **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

____________________________________  ______________________
Keith Rypka, Classified Administrator        Date

Date Approved by Board of Trustees:          August 27, 2008
AGENDA
CATEGORY: HUMAN RESOURCES

ITEM/TITLE: Approval of Classified Administrator Employment

Contract for Part-Time Classified Administrator

(Temporary)

ACTION/CONSENT

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Mr. Peter Bellas, Part-Time Classified Administrator (Temporary), effective August 4, 2008 and ending on or before December 15, 2008, at a rate of $60.00 per hour.

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

FISCAL IMPLICATIONS:

Funds for this expenditure are budgeted in the 2008/2009 budget.

RECOMMENDATIONS:

Move approval of the Classified Administrator Employment Contract for Part-Time Classified Administrator (Temporary).

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/Interim VP, Academic Affairs
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT

The Santa Clarita Community College District (District) and Peter Bellas (Classified Administrator) hereby mutually agree to the following:

1. Position: District hereby employs Classified Administrator in the position of Part-time Classified Administrator (Temporary).

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

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

4. Term of Contract: The term of this Agreement shall be for the period commencing August 4, 2008 and ending on or before December 15, 2008. The term of this Agreement may be modified by mutual agreement of the parties.

5. Salary:

A. The salary of the Classified Administrator shall be $60.00 per hour effective August 4, 2008. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

B. The Classified Administrator will be reimbursed, on a monthly basis, for actual costs, including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

C. Salary to be paid Classified Administrator may be increased during any part of the term of this Agreement at the sole discretion of the District based on modification of the job description or based on merit. “Merit” as used in this section means a determination in the sole discretion of the District governing board that:
1. the quality of Classified Administrator’s performance has been so extraordinarily high that recognition beyond that provided by the Evaluation Process is warranted; and/or

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

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

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

9. Evaluation: Classified Administrator shall be evaluated according to District’s policies and procedures relating to the evaluation of classified managers. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 6, or to the right of the District not to renew this Agreement.

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

11. 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

Peter Bellas, Classified Administrator   _____________________
                                           Date

Date Approved by Board of Trustees:    August 27, 2008
<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Approval of Classified Administrator Employment</th>
<th>ACTION/CONSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract for Human Resources Analyst</td>
<td>ACTION</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INFORMATION</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DISCUSSION</td>
</tr>
</tbody>
</table>

**BACKGROUND / ANALYSIS:**

Attached is the Classified Administrator Employment Agreement for Ms. Yvette Barrios, as Human Resources Analyst, effective October 1, 2008 – June 30, 2010.

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

**FISCAL IMPLICATIONS:**
Funds for this expenditure are budgeted in the 2008/2009 budget.

**RECOMMENDATIONS:**
Move approval of the Classified Administrator Employment Contract for Human Resources Analyst.

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

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

1. Position: District hereby employs Classified Administrator in the position of Human Resources Analyst.

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

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

4. Term of Contract: The term of this Agreement shall be for the period commencing October 1, 2008 and ending June 30, 2010. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Section 11 of this Agreement.

5. Salary:

   A. The salary of the Classified Administrator shall be $76,000 annually, payable at the rate of $6,333.34 per month effective October 1, 2008. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

   B. The Classified Administrator will be reimbursed, on a monthly basis, for actual costs, including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.

   C. Salary to be paid Classified Administrator may be increased during any part of the term of this Agreement at the sole discretion of the District based on modification of the job description or based on merit. ”Merit” as
Ms. Yvette Barrios

used in this section means a determination in the sole discretion of the District governing board that:

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

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

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

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

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

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

A. Classified Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative paid administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.
B. A maximum of fifteen (15) days of unused vacation may be exchanged for cash compensation each fiscal year. Exceptions to this may be made by the Chancellor.

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

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

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

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

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

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

9. Evaluation: Classified Administrator shall be evaluated according to District’s policies and procedures relating to the evaluation of classified managers. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 6, or to the right of the District not to renew this Agreement in accordance with Section 11.

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

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

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

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

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

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

District Representative ___________________________ Date __________

Yvette Barrios, Classified Administrator ___________________________ Date __________

Date Approved by Board of Trustees: **August 27, 2008**

HRO: 11/06
BACKGROUND / ANALYSIS:

Attached is the Classified Administrator Employment Agreement for Mr. Edward Arambula, Assistant Director, Campus Safety, effective August 14, 2008 through June 30, 2010.

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

FISCAL IMPLICATIONS:
Funds for this expenditure are budgeted in the 2008/2009 budget.

RECOMMENDATIONS:
Move approval of the Classified Administrator Employment Contract for Assistant Director, Campus Safety.

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/
Interim VP, Academic Affairs
The Santa Clarita Community College District (District) and Edward Arambula (Classified Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs Classified Administrator in the position of **Assistant Director, Campus 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 Classified Administrator agrees to perform all of the duties and accepts all of the responsibilities as specified in the job description for the named position, and all duties and responsibilities which may be delegated to the Classified Administrator by the Chancellor, or appropriate supervising Classified Administrator, in accordance with the laws, rules, regulations, policies, and procedures set forth above and in accordance with the District's Board Policy.

4. **Term of Contract:** The term of this Agreement shall be for the period **commencing August 14, 2008 and ending June 30, 2010.** The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Section 11 of this Agreement. This contract may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.

5. **Salary:**

   A. The salary of the Classified Administrator shall be **$75,000** annually, payable at the rate of **$6,250.00** per month effective August 14, 2008. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

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

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

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

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

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

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

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

A. Classified Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative paid administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to
a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

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

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

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

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

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

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

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

9. Evaluation: Classified Administrator shall be evaluated according to District’s policies and procedures relating to the evaluation of classified managers. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 6, or to the right of the District not to renew this Agreement in accordance with Section 11.

10. Seniority Rights: As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.
11. **Renewal of this Agreement:** Renewal of this Agreement is subject to the sole discretion of the District’s Board of Trustees. Notice of any decision not to renew this Agreement shall be provided to Classified Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.

12. **Miscellaneous Provisions:**

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

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

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

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

<table>
<thead>
<tr>
<th>District Representative</th>
<th>Date</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Edward Arambula, Classified Administrator</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date Approved by Board of Trustees: **August 27, 2008**
BACKGROUND / ANALYSIS:
Computer Support Services is contracting with Microsoft Corporation through Computerland, their agent for the renewal of our Annual Microsoft Software License Agreement. This agreement, negotiated by the Foundation for California Community Colleges, allows participating institutions to run the majority of Microsoft’s software on District-Owned machines for a flat annual rate based on FTE information obtained from the Chancellor’s office. Our participation in this agreement began in 1999 and has greatly reduced the costs associated with licensing and monitoring the installation of Microsoft software on District machines.

In addition to the right to install Microsoft software on 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 increased $2,641.50 from $40,171 in 2007-08 to $42,812.50 for 2008-09. The additional cost reflects an increase in our FTE from last year based on the Chancellor’s office information.

The agreement covers the period October 1, 2008 through September 30, 2009 and is presented to the Board for approval. Copies of the agreement have been distributed under separate cover and are available upon request from the office of Institutional Development and Technology.

FISCAL IMPLICATIONS:
The cost for the license agreement in the amount of $42,812.50 is included in the 2008/09 Tentative Budget.

RECOMMENDATIONS:
Move approval of the Agreements 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
Please complete, fax or email a copy of this sheet along with a PO made payable to ComputerLand of Silicon Valley by **August 29, 2008** or earlier.

ComputerLand of Silicon Valley
478 W. San Carlos St
San Jose, CA 95110
Federal Tax ID # 77-0269631
**Attn: Sheri York  (syork@cland.com)**
Toll Free Number: 800-639-1319
**Fax: 408-519-3260**

**Please note:**
- This form is designed for online data entry and auto-calculation. You may print and enter by hand if you wish.
- Enter the full FTE count provided to you on the FTE calculation letter for any desktop products or options.
- Order 5 or more server licenses and receive a complementary TechNet Plus Subscription.

**ENTER DATA IN THE YELLOW SHAD ED AREAS**

1. **Contact information:**

<table>
<thead>
<tr>
<th>Institution Name:</th>
<th>Santa Clarita Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact Name:</td>
<td>Jim Temple</td>
</tr>
<tr>
<td>(This person will receive all notifications from Microsoft regarding the agreement)</td>
<td>Jim Temple</td>
</tr>
<tr>
<td>Primary Contact Phone:</td>
<td>661-362-3535</td>
</tr>
<tr>
<td>Primary Contact Email:</td>
<td><a href="mailto:jim.temple@canyons.edu">jim.temple@canyons.edu</a></td>
</tr>
<tr>
<td>Download Fulfillment Contact Name:</td>
<td>Jim Temple</td>
</tr>
<tr>
<td>Download Fulfillment Contact Phone:</td>
<td>661-362-3535</td>
</tr>
<tr>
<td>Download Fulfillment Contact Email:</td>
<td><a href="mailto:jim.temple@canyons.edu">jim.temple@canyons.edu</a></td>
</tr>
</tbody>
</table>

**Total for PO (calculated from following pages) $** 42,812.50
2. Choose which Desktop Bundle your college will be purchasing for Faculty and Staff - You must include ALL of your institution FTE Count (supplied by the Chancellor's office) for the desktop bundle products. You may choose to transition to the bundle with Enterprise CALs. Pick ONE of the bundles below:

<table>
<thead>
<tr>
<th>Item Price Per FTE (A)</th>
<th>FTE Count (B)</th>
<th>Multiply A x B and enter total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Campus Desktop Bundle with Core CALs:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2004 Professional</td>
<td></td>
<td></td>
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<tr>
<td>• Windows Vista Enterprise Upgrade</td>
<td></td>
<td></td>
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<tr>
<td>• Office SharePoint Designer (formerly FrontPage)</td>
<td></td>
<td></td>
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<tr>
<td>• Visual Studio Professional</td>
<td></td>
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<tr>
<td>• Core CALs which include:</td>
<td></td>
<td></td>
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<tr>
<td>Windows Server CAL</td>
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<tr>
<td>Exchange Server Standard CAL</td>
<td></td>
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<tr>
<td>Office SharePoint Server Standard CAL</td>
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<td></td>
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<tr>
<td>Configuration Manager CML (formerly SMS CALs)</td>
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<td></td>
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<tr>
<td>$53.25</td>
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<tr>
<td><strong>Enhanced Campus Desktop Bundle with Core CALs + the Microsoft Desktop Optimization Pack:</strong></td>
<td></td>
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</tr>
<tr>
<td>• Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2008</td>
<td></td>
<td></td>
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<tr>
<td>• Windows Vista Enterprise Upgrade</td>
<td></td>
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<tr>
<td>• Office SharePoint Designer</td>
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<tr>
<td>• Visual Studio Professional</td>
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<td></td>
</tr>
<tr>
<td>• Core CALs (see list above)</td>
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<td></td>
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<tr>
<td>• Microsoft Desktop Optimization Pack including:</td>
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<tr>
<td>SoftGrid Application Virtualization</td>
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<tr>
<td>Asset Inventory Services</td>
<td></td>
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<tr>
<td>Diagnostic and Recovery Toolset</td>
<td></td>
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<tr>
<td>Advanced Group Policy Management</td>
<td></td>
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<tr>
<td>$56.75</td>
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<tr>
<td><strong>Campus Desktop Bundle with Enterprise CALs:</strong></td>
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<td></td>
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<tr>
<td>• Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2004 Professional</td>
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<tr>
<td>• Windows Vista Enterprise Upgrade</td>
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<tr>
<td>• Office SharePoint Designer</td>
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<tr>
<td>• Visual Studio Professional</td>
<td></td>
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<tr>
<td>• Enterprise CALs which include Core CALs listed above plus:</td>
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<tr>
<td>Exchange Server Enterprise CAL</td>
<td></td>
<td></td>
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<tr>
<td>Office SharePoint Server Enterprise CAL</td>
<td></td>
<td></td>
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<tr>
<td>Office Communications Server Standard CAL</td>
<td></td>
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<tr>
<td>Office Communications Server Enterprise CAL</td>
<td></td>
<td></td>
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<tr>
<td>System Center Operations Manager Client OML</td>
<td></td>
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<tr>
<td>Windows Rights Management Services</td>
<td></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 in section 4)</td>
<td></td>
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<tr>
<td>$64.50</td>
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<tr>
<td>625</td>
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<tr>
<td>$40,312.50</td>
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<tr>
<td><strong>Enhanced Campus Desktop Bundle with Enterprise CALs + the Microsoft Desktop Optimization Pack:</strong></td>
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<tr>
<td>• Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2004 Professional</td>
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<tr>
<td>• Windows Vista Enterprise Upgrade</td>
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<td>• Office SharePoint Designer (formerly FrontPage)</td>
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<tr>
<td>• Visual Studio Professional</td>
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<tr>
<td>• Enterprise CALs (See list above)</td>
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<tr>
<td>• Microsoft Desktop Optimization Pack including:</td>
<td></td>
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<tr>
<td>SoftGrid Application Virtualization</td>
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<tr>
<td>Asset Inventory Services</td>
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<tr>
<td>Diagnostic and Recovery Toolset</td>
<td></td>
<td></td>
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<tr>
<td>Advanced Group Policy Management</td>
<td></td>
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<tr>
<td>$68.00</td>
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</tr>
</tbody>
</table>
3. Choose Optional Desktop Products

Note: You must include **ALL** of your institution FTE Count for the optional products

<table>
<thead>
<tr>
<th>Optional Product</th>
<th>Price</th>
<th>Count</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>SQL Server CAL</td>
<td>$4.00</td>
<td>625</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Visio Pro</td>
<td>$4.00</td>
<td></td>
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<tr>
<td>Project Pro</td>
<td>$5.00</td>
<td></td>
<td></td>
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<tr>
<td>Encarta</td>
<td>$3.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terminal Services CALs</td>
<td>$4.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Enterprise CALs</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. **Server Options.** Indicate the quantity of optional server licenses you wish to purchase under the Microsoft Campus Agreement. Keep in mind that the server licenses purchased under the Campus Agreement will need to be renewed on a yearly basis. If you subscribe to FIVE or more server licenses under the Campus Agreement, you will be able to obtain the FREE Technet subscription!

<table>
<thead>
<tr>
<th>Item Name</th>
<th>Price per license</th>
<th>Number of licenses</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Server Enterprise</td>
<td>$360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Server Standard</td>
<td>$64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange External Connector</td>
<td>$4,505</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Client Sec Mgmt Console (must include a Forefront Console to run ForeFront Client Security Suite included in ECAL)</td>
<td>$20</td>
<td></td>
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</tr>
<tr>
<td>Forefront Client Sec Mgmt Console w/SQL Tech (must include a Forefront Console to run ForeFront Client Security Suite included in ECAL)</td>
<td>$495</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Sec Server Mgmt Console All Lng Monthly Subscription MVL Services</td>
<td>$20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ILM Server</td>
<td>$1,328</td>
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<tr>
<td>ILM Server Live Edition (for Live@Edu deployment only)</td>
<td>$180</td>
<td></td>
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<tr>
<td>ILM Server External Connector</td>
<td>$1,600</td>
<td></td>
<td></td>
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<tr>
<td>ISA Server Enterprise (1 Processor License)</td>
<td>$518</td>
<td></td>
<td></td>
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<tr>
<td>ISA Server Standard (1 Processor License)</td>
<td>$118</td>
<td></td>
<td></td>
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<tr>
<td>Office Communication Server Enterprise</td>
<td>$363</td>
<td></td>
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<tr>
<td>Office Communication Server Standard</td>
<td>$64</td>
<td></td>
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<tr>
<td>Office Communication Server External Connector Enterprise</td>
<td>$182</td>
<td></td>
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<tr>
<td>Office Communication Server External Connector Standard</td>
<td>$182</td>
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<tr>
<td>Office Forms Server</td>
<td>$399</td>
<td></td>
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<tr>
<td>Office Forms Server for Internet Sites</td>
<td>$2,023</td>
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<tr>
<td>Office Groove Server</td>
<td>$399</td>
<td></td>
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<tr>
<td>Office SharePoint Server</td>
<td>$99</td>
<td></td>
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</tr>
<tr>
<td>Office SharePoint Internet Server</td>
<td>$3,699</td>
<td></td>
<td></td>
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<tr>
<td>Office SPS for Search Standard</td>
<td>$743</td>
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<tr>
<td>Office SPS for Search Enterprise</td>
<td>$5,218</td>
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<tr>
<td>Office SPS for Search Standard with SQL Tech</td>
<td>$888</td>
<td></td>
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<tr>
<td>Project Server</td>
<td>$33</td>
<td></td>
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<tr>
<td>Project Server with PPS</td>
<td>$602</td>
<td></td>
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</tr>
<tr>
<td>Project External Connector</td>
<td>$3,185</td>
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<tr>
<td>Project Portfolio Server</td>
<td>$399</td>
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</tr>
<tr>
<td>Project Portfolio External Connector</td>
<td>$3,185</td>
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<td></td>
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<tr>
<td>SQL Server Enterprise (1 Processor License)</td>
<td>$2,155</td>
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<tr>
<td>SQL Server Enterprise 32 Bit</td>
<td>$765</td>
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<tr>
<td>SQL Server Enterprise 64 Bit</td>
<td>$765</td>
<td></td>
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<tr>
<td>SQL Server Enterprise Itanium 64</td>
<td>$765</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Standard (1 Processor License)</td>
<td>$518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Standard 32 Bit</td>
<td>$80</td>
<td></td>
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</tr>
<tr>
<td>SQL Server Standard 64 Bit</td>
<td>$80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Standard Itanium 64</td>
<td>$80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Rights Management Services External Connector</td>
<td>$1,654</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Terminal Services External Connector</td>
<td>$733</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Server Datacenter (1 Processor License)</td>
<td>$130</td>
<td></td>
<td></td>
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<tr>
<td>Windows Server Enterprise</td>
<td>$126</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Server External Connector</td>
<td>$181</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Server Standard</td>
<td>$39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Web Server</td>
<td>$22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BizTalk Server Standard (1 Processor License)</td>
<td>$772</td>
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</tr>
</tbody>
</table>

servers continued next page
**PLEASE READ - System Center Licensing:** System Center products consist of Manager Server Licenses and Management Licenses for the managed devices. Each server managed by a System Center Server will need either an Enterprise ML or Standard ML for that product. Configuration Manager MLs for the desktop client are included in the Core CAL that is part of your Desktop Bundle. Operations Manager MLs for the desktop client are part of the Enterprise CAL Suite (which includes the Core CAL licensing).

<table>
<thead>
<tr>
<th>Product</th>
<th>License Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC Configuration Manager Server (formerly SMS)</td>
<td>ML per server</td>
<td>$52</td>
</tr>
<tr>
<td>SC Configuration Manager Server w/SQL Tech (formerly SMS)</td>
<td>ML per server</td>
<td>$118</td>
</tr>
<tr>
<td>SC Configuration Manager Server Mgmt Lic (ML) Enterprise</td>
<td>ML per server</td>
<td>$39</td>
</tr>
<tr>
<td>SC Data Protection Manager</td>
<td>ML per server</td>
<td>$52</td>
</tr>
<tr>
<td>SC Data Protection Mgmt License (ML) Enterprise</td>
<td>ML per server</td>
<td>$39</td>
</tr>
<tr>
<td>SC Data Protection Mgmt License (ML) Standard</td>
<td>ML per server</td>
<td>$14</td>
</tr>
<tr>
<td>SC Operations Manager (formerly MOM)</td>
<td>ML per device</td>
<td>$52</td>
</tr>
<tr>
<td>SC Operations Manager w/SQL Tech</td>
<td>ML per device</td>
<td>$118</td>
</tr>
<tr>
<td>SC Operations Management License (ML) Enterprise</td>
<td>ML per server</td>
<td>$39</td>
</tr>
<tr>
<td>SC Operations Management License (ML) Standard</td>
<td>ML per server</td>
<td>$14</td>
</tr>
<tr>
<td>SC Server Management Suite (ML) Enterprise - Includes:</td>
<td></td>
<td>$78</td>
</tr>
<tr>
<td>- Enterprise Server Management Licenses for Operations Manager, Configuration Manager and Data Protection Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- System Center Virtual Machine Manager 2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Rights to manage an unlimited number of operating system environments (OSEs) on a single physical server</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC Server Management Suite (ML) Standard</td>
<td></td>
<td>$28</td>
</tr>
<tr>
<td>SC Virtual Machine Manager 2007 Workgroup Edition</td>
<td></td>
<td>$45</td>
</tr>
</tbody>
</table>

This Workgroup edition is limited to management of 5 physical host servers per management server console. Similar to the version of Virtual Machine Manager sold as part of the Server Management Suite Enterprise, a separate Server license for the management server software is not required.

**Total for PO:** $42,812.50
Product & Server License Option Sheet

Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2008 (y 1 of 3)

Please complete, fax or email a copy of this sheet along with a PO made payable to ComputerLand of Silicon Valley by **August 29, 2008** or earlier.

ComputerLand of Silicon Valley
478 W. San Carlos St
San Jose, CA 95110
Federal Tax ID # 77-0269631
**Attn: Sheri York** (syork@cland.com)
Toll Free Number: 800-639-1319
Fax: 408-519-3260

Please note:
- This form is designed for online data entry and auto-calculation. You may print and enter by hand if you wish.
- Enter the full FTE count provided to you on the FTE calculation letter for any desktop products or options.
- Order 5 or more server licenses and receive a complementary TechNet Plus Subscription.

### ENTER DATA IN THE YELLOW SHADED AREAS

1. **Contact information:**

<table>
<thead>
<tr>
<th>Institution Name:</th>
<th>Santa Clarita Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact Name:</td>
<td>Jim Temple</td>
</tr>
<tr>
<td>(This person will receive all notifications from Microsoft regarding the agreement)</td>
<td></td>
</tr>
<tr>
<td>Primary Contact Phone:</td>
<td>661-362-3535</td>
</tr>
<tr>
<td>Primary Contact Email:</td>
<td><a href="mailto:jim.temple@canyons.edu">jim.temple@canyons.edu</a></td>
</tr>
<tr>
<td>Download Fulfillment Contact Name:</td>
<td>Jim Temple</td>
</tr>
<tr>
<td>Download Fulfillment Contact Phone:</td>
<td>661-362-3535</td>
</tr>
<tr>
<td>Download Fulfillment Contact Email:</td>
<td><a href="mailto:jim.temple@canyons.edu">jim.temple@canyons.edu</a></td>
</tr>
</tbody>
</table>

**Total for PO (calculated from following pages)** $42,812.50
2. Choose which Desktop Bundle your college will be purchasing for Faculty and Staff - You must include ALL of your institution FTE Count (supplied by the Chancellor’s office) for the desktop bundle products. You may choose to transition to the bundle with Enterprise CALs. Pick **ONE** of the bundles below:

<table>
<thead>
<tr>
<th>Campus Desktop Bundle with <strong>Core CALs</strong>:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>* Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2004 Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Windows Vista Enterprise Upgrade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Office SharePoint Designer (formerly FrontPage)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Visual Studio Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Core CALs which include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Server CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Server Standard CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office SharePoint Server Standard CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration Manager OML (formerly SMS CALs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Price:</strong> $53.25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- OR -

<table>
<thead>
<tr>
<th>Enhanced Campus Desktop Bundle with <strong>Core CALs + the Microsoft Desktop Optimization Pack</strong>:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>* Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Windows Vista Enterprise Upgrade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Office SharePoint Designer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Visual Studio Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Core CALs (see list above)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Microsoft Desktop Optimization Pack including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SoftGrid Application Virtualization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asset Inventory Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic and Recovery Toolset</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advanced Group Policy Management</td>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td><strong>Total Price:</strong> $56.75</td>
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- OR -

<table>
<thead>
<tr>
<th>Campus Desktop Bundle with <strong>Enterprise CALs</strong>:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>* Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2004 Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Windows Vista Enterprise Upgrade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Office SharePoint Designer (formerly FrontPage)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Visual Studio Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Enterprise CALs which include Core CALs listed above:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Server Enterprise CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Communications Server Standard CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Communications Server Enterprise CAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Center Operations Manager Client OML</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Rights Management Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Security Suite (*must include one of the two ForeFront Client Sec Mgmt Consoles under the Server options in section 4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Price:</strong> $64.50</td>
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</tbody>
</table>

- OR -

<table>
<thead>
<tr>
<th>Enhanced Campus Desktop Bundle with <strong>Enterprise CALs + the Microsoft Desktop Optimization Pack</strong>:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>* Office 2007 Enterprise for Windows (now includes OneNote and Groove) and Office for Mac 2004 Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Windows Vista Enterprise Upgrade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Office SharePoint Designer (formerly FrontPage)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Visual Studio Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Enterprise CALs (See list above)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Microsoft Desktop Optimization Pack including:</td>
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<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Asset Inventory Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic and Recovery Toolset</td>
<td></td>
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<tr>
<td>Advanced Group Policy Management</td>
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<td></td>
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</tr>
<tr>
<td><strong>Total Price:</strong> $68.00</td>
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</tbody>
</table>
3. Choose Optional Desktop Products

Note: You must include ALL of your institution FTE Count for the optional products

<table>
<thead>
<tr>
<th>Product</th>
<th>Price</th>
<th>Count</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQL Server CAL</td>
<td>$4.00</td>
<td>625</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>Visio Pro</td>
<td>$4.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Pro</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encarta</td>
<td>$3.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terminal Services CALs</td>
<td>$4.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Enterprise CALs</td>
<td>$5.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. **Server Options.** Indicate the quantity of optional server licenses you wish to purchase under the Microsoft Campus Agreement. Keep in mind that the server licenses purchased under the Campus Agreement will need to be renewed on a yearly basis. If you subscribe to FIVE or more server licenses under the Campus Agreement, you will be able to obtain the FREE Technet subscription!

<table>
<thead>
<tr>
<th>Item Name</th>
<th>Price per license</th>
<th>Number of licenses</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Server Enterprise</td>
<td>$360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange Server Standard</td>
<td>$64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchange External Connector</td>
<td>$4,505</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Client Sec Mgmt Console (must include a Forefront Console to run</td>
<td>$20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Client Security Suite Included in ECAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Client Sec Mgmt Console w/SQL Tech (must include a Forefront</td>
<td>$495</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Console to run Forefront Security Suite Included in ECAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forefront Sec Server Mgmt Console All Lng Monthly Subscription MVL</td>
<td>$20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ILM Server</td>
<td>$1,328</td>
<td></td>
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</tr>
<tr>
<td>ILM Server Live Edition (for Live@Edu deployment only)</td>
<td>$180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ILM Server External Connector</td>
<td>$1,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ISA Server Enterprise (1 Processor License)</td>
<td>$518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ISA Server Standard (1 Processor License)</td>
<td>$118</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Communication Server Enterprise</td>
<td>$363</td>
<td></td>
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<tr>
<td>Office Communication Server Standard</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Office Communication Server External Connector Enterprise</td>
<td>$182</td>
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<td></td>
</tr>
<tr>
<td>Office Communication Server External Connector Standard</td>
<td>$182</td>
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<td></td>
</tr>
<tr>
<td>Office Forms Server</td>
<td>$399</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Forms Server for Internet Sites</td>
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<tr>
<td>Office Groove Server</td>
<td>$399</td>
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<tr>
<td>Office SharePoint Server</td>
<td>$399</td>
<td></td>
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<tr>
<td>Office SharePoint Internet Server</td>
<td>$3,699</td>
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<tr>
<td>Office SPS for Search Standard</td>
<td>$743</td>
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<tr>
<td>Office SPS for Search Enterprise</td>
<td>$5,218</td>
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<tr>
<td>Office SPS for Search Standard with SQL Tech</td>
<td>$888</td>
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<tr>
<td>Project Server</td>
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<tr>
<td>Project Server with FPS</td>
<td>$602</td>
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<tr>
<td>Project External Connector</td>
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<tr>
<td>Project Portfolio Server</td>
<td>$399</td>
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<tr>
<td>Project Portfolio External Connector</td>
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<tr>
<td>SQL Server Enterprise (1 Processor License)</td>
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<tr>
<td>SQL Server Enterprise 32 Bit</td>
<td>$765</td>
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<tr>
<td>SQL Server Enterprise 64 Bit</td>
<td>$765</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Enterprise Itanium 64</td>
<td>$765</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Standard (1 Processor License)</td>
<td>$518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Standard 32 Bit</td>
<td>$80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQL Server Standard 64 Bit</td>
<td>$80</td>
<td></td>
<td></td>
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<tr>
<td>SQL Server Standard Itanium 64</td>
<td>$80</td>
<td></td>
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</tr>
<tr>
<td>Windows Rights Management Services External Connector</td>
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<tr>
<td>Windows Terminal Services External Connector</td>
<td>$733</td>
<td></td>
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<tr>
<td>Windows Server Datacenter (1 Processor License)</td>
<td>$130</td>
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<td></td>
</tr>
<tr>
<td>Windows Server Enterprise</td>
<td>$126</td>
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<tr>
<td>Windows Server External Connector</td>
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<td></td>
<td></td>
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<tr>
<td>Windows Server Standard</td>
<td>$39</td>
<td></td>
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</tr>
<tr>
<td>Windows Web Server</td>
<td>$22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BizTalk Server Standard (1 Processor License)</td>
<td>$772</td>
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<td></td>
</tr>
</tbody>
</table>

*servers continued next page*
PLEASE READ - System Center Licensing: System Center products consist of Manager Server Licenses and Management Licenses for the managed devices. Each server managed by a System Center Server will need either an Enterprise ML or Standard ML for that product. Configuration Manager MLs for the desktop client are included in the Core CAL that is part of your Desktop Bundle. Operations Manager MLs for the desktop client are part of the Enterprise CAL Suite (which includes the Core CAL licensing).

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Price</th>
<th>ML Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC Configuration Manager Server (formerly SMS)</td>
<td>$52</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Configuration Manager Server w/SQL Tech (formerly SMS)</td>
<td>$118</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Configuration Manager Server Mgmt Lic (ML) Enterprise</td>
<td>$39</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Configuration Manager Server Mgmt Lic (ML) Standard</td>
<td>$14</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Data Protection Manager</td>
<td>$52</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Data Protection Mgmt License (ML) Enterprise</td>
<td>$39</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Data Protection Mgmt License (ML) Standard</td>
<td>$14</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Operations Manager (formerly MOM)</td>
<td>$52</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Operations Manager w/SQL Tech</td>
<td>$118</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Operations Management License (ML) Enterprise</td>
<td>$39</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Operations Management License (ML) Standard</td>
<td>$14</td>
<td>*ML</td>
</tr>
<tr>
<td>SC Server Management Suite (ML) Enterprise - Includes:</td>
<td>$78</td>
<td></td>
</tr>
<tr>
<td>- Enterprise Server Management Licenses for Operations Manager, Configuration Manager and Data Protection Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- System Center Virtual Machine Manager 2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Rights to manage an unlimited number of operating system environments (OSEs) on a single physical server</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC Server Management Suite (ML) Standard</td>
<td>$28</td>
<td></td>
</tr>
<tr>
<td>Includes Standard Server Management Licenses for Operations Manager, Configuration Manager and Data Protection Manager</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SC Virtual Machine Manager 2007 Workgroup Edition
This Workgroup edition is limited to management of 5 physical host servers per management server console. Similar to the version of Virtual Machine Manager sold as part of the Server Management Suite Enterprise, a separate Server license for the management server software is not required. $45

**Total for PO**: $42,812.50
# AGENDA CATEGORY
INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES

## ITEM/TITLE
Approval of Agreement Between Santa Clarita Community College District and The Learning Edge North America, Inc.

### BACKGROUND / ANALYSIS:
The Santa Clarita Community College District’s Distance Learning Department is contracting with The Learning Edge North America for the purchase of EQUELLA digital repository and content authoring software system. EQUELLA integrates with our current Content Management System for online courses, Blackboard and will provide students and faculty alike a location to create, store, search and retrieve digital content applicable to their courses. The system is installed in-house which provides the college with greater flexibility with the management and deployment of the system. Learning Edge is a leading software solutions provider in the educational market and EQUELLA has been used in Universities and Community Colleges since 2002.

The annual license fee in the amount of $16,100 is for a one year term effective upon receipt of the signed agreement. The fee covers the application, technical support and software updates throughout the term of the agreement. The cost for the initial installation of the system and end-user training is $11,200 for a total solution cost of $27,300.

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

Copies of the agreement are available upon request in the office of Institutional Development, Technology and Online Services office.

### FISCAL IMPLICATIONS:
Funds in the amount of $27,300 will be included in the 2008/09 Adopted Budget.

### RECOMMENDATIONS:
Move approval of the Agreement between Santa Clarita Community College District and The Learning Edge North America, Inc.

---

Submitted by: James Temple

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

Recommended by: Dr. Barry Gribbons

---

Chancellor
The Customer hereby agrees to purchase the below Software licenses and services from TLE, and TLE agrees to license and supply to Customer the Software stated herein subject to the attached Terms & Conditions (the “Terms & Conditions”).

### Item 1: Customer
- **Company Name:** College of the Canyons
- **Web Page:** www.canyons.edu
- **Contact Name:** James Glapa-Grossklag
- **Position:** Dean of Distance Learning
- **Phone:** (661) 363-3632
- **Fax:**
- **Email:** james.glapa-grossklag@canyons.edu
- **Address:** 17200 Sierra Highway, Santa Clarita, CA 91351
- **Billing Contact:** James Glapa-Grossklag

### Item 2: Software & Specification
- **Software Version:** 3.2
- **Specification:** 3.2

### Item 3: Commencement & Delivery
- **Commencement Date:** June 30, 2008
- **Delivery Date:** June 29, 2009

### Item 4: Maintenance
- **Maintenance Commencement Date:** n/a
- **Maintenance Services:** n/a
- **Maintenance Fees First Year:** No charge during initial Maintenance Term
- **Maintenance Fees Second Year:** $ n/a
- **Subsequent annual maintenance fees at TLE’s then standard maintenance fee rates**

### Item 5: License Fee
- **Scope:** Annual agreement, one-time services costs
- **Number of Educators:** Up to 200 faculty
- **License Fee:** $16,100
- **Services Fee:** $11,200
- **Total Fee:** $27,300

The Customer acknowledges that it has read, understood and agrees to the attached terms and conditions which form part of this Agreement.

---

**College of the Canyons:**
- **By:**
- **Name:**
- **Title:**
- **Date:**

**The Learning Edge North America, Inc.:**
- **By:**
- **Name:**
- **Title:**
- **Date:**
1. **DEFINITIONS**

Acceptance Date is the date upon which the Software is accepted as provided in Section 6 of this Agreement;

Additional Services any services which are not specified in or are excluded by this License Agreement, including but not limited to installation, training or any maintenance or support beyond the Maintenance Services.

Agreement is the Schedule, these Terms and Conditions, and Exhibits 1, 2, 3 and 4 attached hereto.

Commencement Date is the date specified in Item 3 of the Schedule;

Customer is the party to this Agreement identified in Item 1 to the Schedule.

Customization Fees are the fees to be paid to TLE for the Customization Services as set forth in the Customization SOW.

Customization Services is the software customization, implementation, and/or installation services to be provided by TLE as specified in the Customization SOW.

Customization SOW is the statement of work describing the Customization Services to be performed and the applicable Customization Fees, and which is attached as Exhibit 3 hereto.

Delivery Date is the date specified in Item 3 of the Schedule;

Documentation is the technical and user documentation provided by TLE with the Software that describes the functionality of the base Software (prior to any modifications made by TLE specifically for Customer as described in the Specifications), including any release notes provided with Enhancements or Updates;

Educator means a person or organization with responsibility for developing, managing or delivering learning resources. This includes staff roles such as instructional designers, managers in educational institutions, learning technologists, teaching and learning support staff, and staff developers, as well as teachers.

Effective Date means the date the Schedule is signed as indicated under the signature line thereto (and if the dates under the signature line are not the same, then the later of the two dates).

Enhancement is any new functionality or changes to the existing functionality of the Software made generally available (without any additional charge) to TLE’s customers who have purchased Maintenance Services;

Error means a failure of the Software to materially conform to the Documentation (as modified by the Specifications and by any subsequent release notes), and which failure can be replicated by TLE;

Initial Maintenance Term is 12 months from the Maintenance Commencement Date;

License is the License of the Software granted by this Agreement;

License Fee is the charge for the Software license specified in Item 5 of the Schedule;

Maintenance Commencement Date is the date specified in Item 4 of the Schedule being the date on which the Maintenance Services commence;

Maintenance Fee is the charge (specified in Item 4 of the Schedule) for Maintenance Services;

Maintenance Services is the software Maintenance Services to be provided by TLE as specified in Item 4 of the Schedule and in Exhibit 2;

Minimum Requirements are the minimum hardware and software necessary to operate the Software as initially set forth in Exhibit 4. TLE may update the Minimum Requirements from time to time to reflect the then current requirements of the Software and reflect changes in industry standards, provided, however, that the Minimum Requirements may not be modified until at least eighteen months after the Maintenance Commencement Date.

Schedule is the License and Services Purchase Schedule, signed by Customer and TLE, and to which these Terms and Conditions are attached;

Scope is specified in Item 5 of the Schedule.

Software is the computer program and related documentation specified in Item 2 of the Schedule and includes any Enhancements, Updates, or other modifications of the Software provided to the Customer by TLE;

Specifications are the technical specifications for the Customization Services to be performed by TLE as set forth in Exhibit 3;

TLE is The Learning Edge North America, Inc.;

Update is any minor update, fix or bug patch to the Software either (a) made generally available (without any additional charge) to TLE’s customers who have purchased Maintenance Services or (b) made available to Customer to address any Error pursuant to TLE’s Maintenance Services or warranty obligations hereunder.

2. **LICENSE OF SOFTWARE**

TLE grants Customer the right during the term of this Agreement to install and operate on a server one production instance of the Software, accessible by multiple networked computers on Customer’s computer network. Customer may make a reasonable number of backup copies and may operate an instance of the Software in parallel as a backup in case the first instance fails.

The Software may be used by Customer only for the benefit of the department, school, division, or subsidiary specified under Scope on the Schedule hereto, in which case it may not be shared or used for the benefit of other departments, divisions, or subsidiaries of Customer.

In addition to any other restrictions set forth herein, Customer shall not, and shall not permit any third party, to: modify or create any derivative work of any part of the Software or Documentation except for those parts of the Software, if any, that are intended to be user-definable or user-customizable as set forth in the Documentation; rent, lease, or loan the Software; disassemble, decompile or reverse engineer the Software or otherwise attempt to gain access to the source code of the Software; or sell, license, sublicense, publish, display, distribute, assign or otherwise transfer to a third party the Software or Documentation, any copy thereof, or any rights thereto, in whole or in part, without TLE’s prior written consent (except as expressly permitted under Section 14.2 below).

3. **MAINTENANCE SERVICES**

TLE will provide to Customer the Maintenance Services, set out in Exhibit 2 to this Agreement in accordance with the terms of this Agreement during the Initial Maintenance Term for no additional charge.

After the expiration of the Initial Maintenance Term, the Maintenance Services shall automatically renew for successive periods of 12 months (each a “Maintenance Renewal Term”) unless either party provides written notice to the contrary not later than one month prior to the expiration of the Initial Maintenance Term or any Maintenance Renewal Term, or unless otherwise terminated in accordance with this
Agreement. Customer shall pay TLE the Maintenance Fee for each Maintenance Renewal Term.

For each Maintenance Renewal Term, the Customer shall pay the Maintenance Fee before or within fourteen after commencement of such Maintenance Renewal Term.

The Maintenance Fee for the first Maintenance Renewal Term shall be the amount stipulated in Item 4 of the Schedule. For all subsequent Maintenance Renewal Terms, the Maintenance Fee shall be such charge as is stipulated by TLE, provided that TLE must notify Customer of any Maintenance Fee increase at least sixty days prior to the commencement of any Maintenance Renewal Term.

TLE shall not be obligated to provide Maintenance Services if (a) Customer’s hardware and software systems do not meet the then current Minimum Requirements, (b) Customer has failed to pay the applicable Maintenance Fee or (c) Customer has modified the Software (except as expressly authorized by TLE), regardless whether the Initial Maintenance Term or the Maintenance Renewal Term is still in effect.

4. CUSTOMIZATION SERVICES; ADDITIONAL SERVICES

TLE will provide to Customer the Customization Services, set out in Exhibit 3 to this Agreement.

To the extent Customer requests Additional Services be provided by TLE, the parties may enter into one or more statements of work subject to the terms hereof and which shall describe the services to be performed and the additional fees to be paid to TLE for such Additional Services.

5. PAYMENT

Fees; Late Fees. The License Fee shall be due and shall be paid by Customer within fourteen (14) days after the Commencement Date. The Maintenance Fee for any Maintenance Renewal Term shall be due as set forth in Section 3.3. The Customization Fees shall be due and payable as set forth in the Customization SOW. TLE reserves the right to charge and collect a service fee on any unpaid, past-due license fee amounts equal to one and one-half percent (1 1/2 %) per month (or if such amount exceeds the maximum permitted by applicable law, then the maximum rate permitted by applicable law). Customer will reimburse TLE for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for delinquent amounts.

Number of Educators; Additional Fees. If the number of Customer's Educators exceeds at any time the number of Educators specified in Item 5 of the Schedule, the Customer shall promptly notify TLE and either (a) promptly pay TLE to purchase a license for the additional number of Educators at TLE's then standard rates or (b) terminate this Agreement.

Taxes. All payments due hereunder shall be net of any applicable sales, use, and other taxes, and Customer agrees to pay (or reimburse TLE, as the case may be) any taxes due in connection with this Agreement, excluding taxes on TLE’s income, for which TLE is solely responsible. If Customer is a tax-exempt entity and provides TLE with a valid certificate evidencing such tax-exempt status, then TLE shall not assess Customer for taxes not payable by tax-exempt entities.

Right to Audit. TLE or TLE’s duly authorized representative may upon reasonable prior written notice examine the Customer’s records and computer system during Customer’s normal business hours to verify Customer’s use of the Software complies with the terms of this Agreement. To the extent such examination reveals that Customer’s use of the Software would have required additional licenses from TLE, then Customer shall promptly pay TLE the additional licensing fees. Any such examination shall be at the TLE’s sole expense unless such examination reveals that Customer’s use of the Software would have required additional licenses from TLE with an aggregate license fee total in excess of five percent (5%) of the License Fee, in which event the Customer shall reimburse TLE for all reasonable expenses of the examination.

6. DELIVERY AND ACCEPTANCE

TLE shall deliver the Software to Customer on or before the Delivery Date (the “Software Deliverable”). Except as set forth expressly in the Customization SOW, TLE is not obligated to install the Software or provide any Additional Services. If TLE is performing Customization Services pursuant to a Customization SOW, then, unless stated otherwise in the Customization SOW, the Software Deliverable shall contain the customizations set forth in the Customization SOW and, if required under the Customization SOW, shall have been installed and integrated to the extent expressly set forth therein.

Customer acknowledges that (a) its failure to perform or promptly perform its obligations as set forth in the Customization SOW (including to provide information or review proposals) and/or (b) changes requested by it to the scope of Customization Services or Specifications (which TLE has warned Customer may delay delivery), may delay TLE’s completion of the Customization Services and may cause TLE to not deliver the Software Deliverable by the Delivery Date. If the Software Deliverable by the Delivery Date shall not be deemed a breach of this Agreement to the extent such delay is due to such failures or requests made by Customer.

Customer may conduct acceptance tests (“Acceptance Testing”) with respect to the Software Deliverable within seven (7) days of the later of Delivery Date or the date the Software is delivered to Customer. Customer shall either notify TLE in writing that the Software Deliverable is accepted (“Acceptance”) or deliver to TLE a written notice providing complete details of the nature of any Errors found during its Acceptance Testing. If Customer does not notify TLE during such seven day period of an Error, then Customer shall be deemed to have accepted the Software Deliverable. Upon receipt of any such notice of Errors, TLE shall, at its own cost and expense, correct the Software Deliverable and/or its implementation within thirty (30) days of such notice so that it performs in accordance with the applicable Specifications and Documentation and upon such correction give written notice to Customer that the Software Deliverable is again ready for testing. Upon receipt of such notice, Customer shall again perform the Acceptance Testing as set forth above. If the Software as rectified or replaced contains an Error, or if TLE needs more than thirty (30) days to correct such Software, then the Customer may, at its option, allow a further period during which substantial performance is to be achieved or, alternatively and as its sole remedy, terminate this Agreement, return the Software, and receive a refund of the License Fee.

If the Customization SOW specifies that a Software Deliverable will be delivered and tested on different dates and/or in stages, then Customer shall perform Acceptance Testing as described above for each such deliverable or phase as set forth in the Customization SOW.

7. INTELLECTUAL PROPERTY

TLE and its licensors own and shall retain all proprietary rights, including any and all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the Software and Documentation delivered to Customer under this Agreement. Customer acknowledges that the license granted under this Agreement does not provide it with title to or ownership of the Software or Documentation, but only a right of limited use under the terms and conditions of this Agreement. Except for the rights expressly granted herein, no other rights are granted or licensed, and Customer’s use of the Software and Documentation and all rights, title and interest in the Software and Documentation shall at all times remain the property of TLE or TLE’s licensors.

Customer shall have no rights to the source code for the Software and Customer agrees that, except to the extent otherwise required by law or expressly provided for in this Agreement, only TLE shall have the right to maintain, enhance, or otherwise modify the Software.
8. CONFIDENTIAL INFORMATION
The parties will keep any information concerning the management, operations, properties, business or procedures of the other party which is not in the public domain ("Confidential Information") secret and confidential, except where required to disclose it by law.

The parties agree to take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information.

The parties agree to refrain from revealing any Confidential Information to any third party otherwise than in the proper discharge of obligations under this Agreement or as required by law.

9. WARRANTIES
Software Limited Warranty. TLE represents and warrants that the Software shall perform materially as set forth in the Specifications and Documentation for ninety days after the Acceptance Date. Customer's exclusive remedy for any breach by TLE of the warranty given in this Section 10.1 shall be for TLE to either (a) repair or replace the Software so that the Software performs materially as described in the Specifications and Documentation or (b) if TLE is unable to accomplish (a) using commercially reasonable efforts, for TLE to provide a full refund of the License Fee for any affected Software upon return of such Software and any copies made thereof.

Services. TLE represents and warrants that the services to be provided by TLE hereunder shall be rendered in a timely and professional manner by qualified personnel consistent with professional practices standard in the industry for similar services and in compliance with all applicable laws, rules, regulations or orders.

Authority. TLE has the necessary corporate authority to enter into this Agreement and perform its obligations hereunder.

Disclaimer of Warranties. The express representations and warranties in this Section 10 are the only representations and warranties made by either party with respect to the Software and any deliverables provided or services performed hereunder, express or implied, and are made in lieu of all other representations and warranties, including but not limited to, implied warranties of fitness for a particular purpose, non-infringement, and warranties of merchantability. In addition to and without limitation of the foregoing, each party expressly disclaims any warranty with respect to the quality or continuity of third-party telecommunication or information systems or services, or server connection speeds or that the Software is error-free. This disclaimer of warranty constitutes an essential part of this License Agreement. Customer's modification of the Software (other than customizations of the Software the functionality of the Software allows users to make and which is documented and permitted in the Documentation) shall void the warranty in Section 10.1.

10. LIMITATION OF LIABILITY
Except with respect to TLE's indemnification obligations under Section 12 or either party's breach of its obligations under Section 8 (Confidentiality), in no event shall either party be responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive damages or losses arising under this Agreement, or for any loss of profits, loss of revenue, loss resulting from interruption of business or loss of use or data, even if that party has been advised of the possibility of such damages or losses, including but not limited to under any contract, negligence, strict liability or other theory, arising out of or relating in any way to this Agreement or its implementation.

Except with respect to TLE's indemnification obligations under Section 12 or either party's breach of its obligations under Section 8 (Confidentiality), in no event shall the aggregate liability of TLE arising out of or relating in any way to this Agreement or its implementation exceed the total amounts paid by Customer to TLE under this Agreement.

11. INDEMNITY
TLE Duty of Indemnification. TLE agrees to defend, indemnify and hold Customer and its officers, directors, employees, and agents, successors and permitted assigns (the "Indemnified Parties") harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") arising from or in connection with any claim that Software infringes or misappropriates any copyright, trade secret or trademark of any third party. TLE shall have no liability or obligation to Customer hereunder with respect to any infringement of the intellectual property of a third party to the extent based upon and due to (a) use of the Software in combination with devices or products not provided by TLE except to the extent specified or required by TLE or the Documentation, (b) use of the Software in an application or environment for which such Software is not designed or contemplated, or (c) modifications, alterations or enhancements of the Software not created by or for TLE.

Should the Software become, or in TLE's opinion, be likely to become the subject of a claim or an injunction preventing their use as contemplated herein, TLE may, at its option (a) procure for Customer the right to continue, as applicable, using the Software, (b) replace or modify the Software so that it becomes non-infringing, provided that such replacement or modification does not impair the functionality of the Software, or, if (a) and (b) are not commercially reasonable for TLE, then (c) TLE may elect to terminate the licenses granted hereunder to the Software and refund Customer the License Fee as depreciated over a five (5) year straight line basis from the Acceptance Date without further liability to TLE. This Section 12.2 states the entire liability of TLE with respect to infringement of third party intellectual property right by the Software or any part thereof or by their operation.

Customer shall notify TLE promptly of any Damages or claims for Damages in respect of which the Customer or any other Indemnified Party intends to claim such indemnification, and TLE shall assume the defense of any related third party action, suit or proceeding with counsel mutually satisfactory to such Indemnified Party. The indemnity agreement in this Section 12 shall not apply to amounts paid in settlement of any claim, loss, damage or expense if such settlement is effected without the consent of TLE, which consent shall not be withheld or delayed unreasonably. The Indemnified Parties shall provide reasonable cooperation with TLE and its legal representatives at TLE's expense in the defense of any matter covered by this indemnification. The failure of Company to deliver prompt notice to TLE after becoming aware of any such matter, if prejudicial to TLE's ability to defend such action, shall relieve TLE of any liability to the Indemnified Parties under this Section 12 with respect to such matter.

12. TERMINATION
Term. This Agreement shall commence on the Effective Date and shall continue until terminated under Section 5.2, 6.2, 12.2, 13.2 or 13.3.

Termination for Material Breach. Either party has the right to terminate this Agreement if the other party is in default of any material obligation under this Agreement, the Services Agreement, or the Maintenance Agreement, which default is incapable of cure or which, being capable of cure, has not been cured (a) for a breach of any obligation to pay any license fees, service fees, or other amounts owed hereunder, thirty (30) days and (b) for all other breaches of this Agreement, ninety (90) calendar days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing). The parties agree that the failure of party to pay any amounts owed hereunder to the other party when due shall be deemed a material breach of this Agreement.

Termination for Acts of Insolvency. Either party may terminate this Agreement by written notice to the other, if the other party makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

Effect of Termination. In the event this Agreement is terminated, (a) all rights of Customer, and licenses granted, in Section 2 shall terminate, but all other rights and obligations of both parties including without limitation those set forth in Sections 1, 5, 7, 8, 10, 11, 12, 14 and this Section 13.4 shall survive said termination and (b) Customer shall return or destroy all copies of the Software and Documentation in its possession.

13. MISCELLANEOUS

Force Majeure. Neither party shall be liable for any failure to perform this Agreement to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision (“Force Majeure Event”). Notwithstanding the foregoing, in the event that any Force Majeure Event prevents the performance of any material obligation of a party for a period of three months or more, the other party may terminate this Agreement by written notice.

Assignment. Customer shall not assign or otherwise transfer any of its rights and obligations under this Agreement except with the prior written consent of the TLE, which consent shall not be unreasonably withheld, and any such attempted assignment or transfer without such consent will be void; provided, however, that Customer may assign this Agreement without the consent of TLE to a successor to its business in connection with the merger, consolidation, or sale of all or substantially all of its assets.

Governing Law. All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive laws of California without regard to its conflicts of law provisions. Other than as necessary to enforce any final judgment, award or determination, any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the California without regard to its conflict of laws provisions. In any such action, both Parties submit to the personal jurisdiction of the courts of California and waive any objections to venue of such courts.

Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever.

Notices. Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by a party pursuant to the terms of this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) on the next business day after timely delivery to an overnight courier, (c) on the third business day after deposit in the U.S. mail (certified or registered mail receipt requested, postage prepaid), and (d) upon confirmation of receipt by facsimile transmission; in each case addressed to the party at such party’s address as set forth on the Schedule or as subsequently modified by the receiving party pursuant to written notice.

Entire Agreement; Modifications. This Agreement, including the exhibits hereto, contains the entire agreement between the parties relating to the matters covered by it, superseding all other oral or written representations, understandings, proposals or other communications between the parties. This Agreement may be modified only by a written instrument signed by an authorized representative of each party.

Purchase Orders. This Agreement supersedes any prior purchase orders placed by the Customer with TLE, whether for the supply of Software, Maintenance Services or other goods or services, and any subsequent Purchase Order is deemed to be an order incorporating the terms and conditions of this Agreement. If there is any inconsistency between this Agreement, the terms and conditions stipulated or referred to by the Customer or the Customer's order, or any provision contained in any other TLE document, this Agreement shall prevail to the extent of that inconsistency.

Severability. If one or more of the provisions of this Agreement are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, such provision or provisions shall be severable from this Agreement so that the validity or enforceability of the remaining provisions of this Agreement, or the validity of the provision(s) in question in any other jurisdiction, shall not be affected thereby.

Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. Signatures on facsimile copies of this Agreement shall be deemed to be execution of this Agreement.

No Waiver. No failure on the part of a Party hereto to exercise, and no delay in its exercise of, any right, power or privilege hereunder shall operate as a waiver thereof. Moreover, no single or partial exercise by a Party of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
EXHIBIT 1: SOFTWARE SPECIFICATION

General

Equella™ is a java application comprising of a Learning Content Management System with an XML repository and a content authoring or assembling system.
EXHIBIT 2: MAINTENANCE SERVICES

MAINTENANCE SERVICES

The Maintenance Fee includes the following Maintenance Services:

- Telephone and email support as described below.
- Access to updated Documentation on TLE’S website.
- The provision of Updates and Enhancements (as defined in the Agreement).

The Maintenance Fee includes 2nd and 3rd level business hours telephone and email support based on the following terms:

Issue priorities will be responded to based on the following table:

<table>
<thead>
<tr>
<th>Priority Levels</th>
<th>Priority Level</th>
<th>General Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A – Critical</td>
<td>A Software Application is completely unavailable</td>
</tr>
<tr>
<td></td>
<td>B – High</td>
<td>The functionality, availability or performance of a Software Application is degraded but a short-term bypass exists or the function which is unavailable is a non critical function.</td>
</tr>
<tr>
<td></td>
<td>C – Normal</td>
<td>Any other Errors in a Software Application.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Levels</th>
<th>Priority Level</th>
<th>Target Response Time</th>
<th>Target Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Critical</td>
<td>1 Business Hour</td>
<td>4 Business Hours</td>
</tr>
<tr>
<td></td>
<td>High</td>
<td>2 Business Hours</td>
<td>2 Business Days</td>
</tr>
<tr>
<td></td>
<td>Normal</td>
<td>1 Business Day</td>
<td>4 Business Days</td>
</tr>
</tbody>
</table>

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<tr>
<th></th>
<th>Maximum Response Time</th>
<th>Maximum Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>4 Business Hours</td>
<td>1 Business Day</td>
</tr>
<tr>
<td>High</td>
<td>1 Business Day</td>
<td>3 Business Days</td>
</tr>
<tr>
<td>Normal</td>
<td>2 Business Days</td>
<td>6 Business Days</td>
</tr>
</tbody>
</table>

The Customer will make available to TLE free of charge all information, facilities and services reasonably required to enable TLE to perform the Maintenance Services effectively, including such telecommunications facilities as are reasonably required for testing and diagnostic purposes.

Maintenance Services do not include support for third party vendor hardware/software nor integration of third party vendor hardware/software, including but limited to the hardware and software listed on Exhibit 4 for which Customer shall be solely responsible for installing and maintaining.

TLE shall not be obligated to provide Customer email or telephone support or respond to reported Errors if Customer has not installed the most recent Update provided by TLE to Customer and if TLE believes such Error may be addressed by installing such Update.

For purposes of clarity, “working days” shall mean Monday through Friday, except for holidays observed by TLE. “Working hours” shall mean TLE’s normal business hours in its Boston, Massachusetts’s offices on business days.
Executive Summary

College of the Canyons is currently managing a large Blackboard instance and serving up content across multiple disciplines and institutions as well as divisions within the company. This presents challenges in making content sharable/reusable in an efficient manner. EQUELLA has the potential to provide a robust, scalable, and configurable repository to support and enable content sharing across College of the Canyons customer base. This proposal is for the provision of deployment services for the implementation of EQUELLA as a content repository. The engagement will focus on the initial planning, implementation, integration into Blackboard and training.

This quotation is based on the recent discussions held between the College of the Canyons and TLENA teams during several conversations via telephone in late April and May.

Assumptions

The following assumptions were used in determining the estimates:

1. College of the Canyons will provide the consultant with the appropriate and required information to allow the scoping to be performed.
2. College of the Canyons will provide the consultant the required access to all systems to effect the scoping to be performed.

Tasks and Estimates

Typically an implementation of EQUELLA LCMS involves the following services:

- Initial Assessment
- Project Management
- Administration Console Training
- Analysis and Configuration
- Integration
- Data Migration
- End User Training

The level of requirement an organization has for TLENA services depends upon the scale of the trial or implementation, and the business model for implementation: in particular the level of staffing within the business area and (once initial training has occurred) the amount of implementation work that the client wishes/has resources to undertake versus the work that they want to have provided as services.

Generally we recommend a blended approach with TLENA consultants working in conjunction with local staff to facilitate a full knowledge transfer of the system. Suggested staff requirements: roles and skills document for a pilot EQUELLA implementation is available from TLENA that assists organizations in planning for an implementation.

Our daily consultancy rate is $175/hour for project management and our senior consultants. Based on our discussions it is recommended that College of the Canyons budget for 4 days for the implementation of EQUELLA at a total cost of $11,200 to cover Basic User Training, Configuration, Integration and Administration Console Training. (Refer to details below)
Day 1 – Strategic Planning Session
- Hold a Strategic Planning meeting with your team and ascertain your business requirements
- Prepare a report on the outcomes of the strategic meeting and prepare a strategy for the implementation of Equella
- Time will be spent with technical staff and configuring the system. This includes system level administration such as setting up integrations with LDAP or Active Directory servers, integrations with VLE/LMS's. This also allows time to be spent with technical staff showing log file locations, troubleshooting advice and generally structured to help staff feel comfortable in supporting the system

Day 2 – With Project Team
Overview and discussion
- Extended system demo of all functionality
- Discussion of data model with product
- Introduction to Equella terminology
- Discussion of College of the Canyons requirements
- Whiteboard initial configuration requirements
- Initial configuration of system including:
  - Metadata schemas
  - Contribution wizards
  - Power searches
  - Hierarchy editor
  - Access control rules
  - Workflows

Day 3 - Training
Train the Trainer - using Equella:
- Getting to know the Resource Centre
- Searching for Items
- Downloading Items
- Contributing Items (basic, advanced)
- The Activity Assembler
- Searching for Items
- Creating Activity Plans
- My Web Drive
- Reinforcement Activities
- Activity plans within Activity Centre
- Resources & Support
- Insight into configurable elements of Equella

Days 4 - Advanced Consulting (as needed, and may not need to be on-site)
- Our consultant will spend time with your key staff providing advanced Administration Console training that will provide your staff with expert product knowledge to maximize the benefits of implementing a Learning Content Management System.
- Reinforcement Activities
- Activity plans within Activity Centre
- Resources & Support
- Insight into configurable elements of Equella

Quotation

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Days of Consulting</td>
<td>$11,200</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>To be determined and approved by both parties before travel. Best effort will be made not to exceed $2,500.</td>
</tr>
</tbody>
</table>
AGENDA
CATEGORY  INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Rental Agreement Between Santa Clarita Community College District and Long Beach Area Council, Boy Scouts of America (Camp Tahquitz)

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:

The College of the Canyons is instituting a field study program to allow students to have extended “hands on” experiences. Camp Tahquitz offers amenities that can be used not only in sciences, but also the arts and humanities. The agreement has been reviewed by fiscal services and our District attorney. The District would pay only for the time and facilities that are used for instruction. The camp owners have made minor modifications to the facilities to enhance the College’s use.

FISCAL IMPLICATIONS:
The costs for facility use, laptops and mileage will be included in the 2008-2009 Adopted Budget

RECOMMENDATIONS:
Move approval of Rental Agreement between Santa Clarita Community College District and Long Beach Area Council, Boy Scouts of America (Camp Tahquitz).

Submitted by: Mitjl Capet

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

Recommended by:
Dr. Mitjl Capet
Asst Supt/VP, Instruction
RENTAL AGREEMENT

This Agreement is made between the Santa Clarita Community College District (“District”) and the Long Beach Area Council, Boy Scouts of America (Council).

1. GENERAL

The District, as part of its overall educational mission, has an interest in providing students with additional educational opportunities not necessarily found on an existing campus of the District. These activities will be collectively known as “field study activities”.

a. The District will provide the activities at a field location rented from Council.

b. Addresses for purposes of providing Notice:
   1) The mailing address for the field location is: Camp Tahquitz, 41700 State Highway 38, Angelus Oaks, CA 92305.
   2) The mailing address for the Long Beach Area Council, Boy Scouts of America is: 401 E. 37th Street, Long Beach, CA 90807.
   3) The mailing address for the Santa Clarita Community College District is: 26455 Rockwell Canyon Road, Santa Clarita CA 91355

c. Prior to any use of the property by the District, both the District and the Council will provide each other with a Certificate of Insurance as follows:
   1) The Certificate of Insurance must state that the limits of liability are not less than One Million Dollars ($1,000,000) Combined Single Limit.
   2) The District and the Council will provide each other with a Hold Harmless Agreement (see Appendix “Hold Harmless Agreement”)
   3) If the District engages the service of a non-District entity to provide additional services for the field study activities (for example, food services), any such entity will provide a Hold Harmless Agreement and Certificate of Liability that names the Council as additional insured.

d. The representative of the Council is Lee Martin, Scout Executive, or his designee. He will ensure that there is a Council property manager (usually the Camp Ranger) to work with the field study activities.

e. The representative of the District is Dianne G. Van Hook, Chancellor, or her designee. She will designate a certificated field study liaison to be present at all field study activities and to serve as the liaison with the Council.

f. No individual, while acting as a Council employee, may receive any remuneration from the District. However, this is not intended to prevent any Council employee, while not acting in a Council capacity, from participating in any program of the District.

g. No individual, while acting as a District employee, may receive any form of remuneration from the Council. However, this is not intended to prevent any District employee, while not acting in a District capacity, from participating in any Council program as a volunteer.

2. TERM

The term of this Agreement shall commence on August 28, 2008, and terminate on August 31, 2009.

3. SCHEDULING

The District understands that the primary use of the facility is for the scouting programs sponsored by the Council. The Council understands the importance of not scheduling competing groups when the District is present:

a. The field location shall be made available to the District on the dates mutually agreed upon by the parties and set out in the “2008/2009 Academic Calendar” attached to this Agreement and incorporated herein by reference.

b. Upon written request, additional dates may be added upon mutual agreement.

c. The District will provide the Council with at least a thirty (30) day notice if a scheduled “Weekly”, “Bridge” or Weekend” session is cancelled. If District cancels less than thirty (30)
days prior to scheduled session, it may pay Council a flat fee, as mutually agreed upon, for costs associated with Council’s efforts to prepare camp for the session.

4. FIELD STUDY ACTIVITIES

The District is anticipating the following formats for its field study activities:

a. **Weekend:** This is a session of three (3) weekends, each weekend running from Friday evening through Sunday afternoon. This will include housing, food service/kitchen facility and the internet café.

b. **Week:** This is a session of two (2) weeks, each week running from Monday morning through Friday afternoon/evening. This will include housing, food service/kitchen facility and the internet café.

c. **One Day Trip:** This is a one (1)-day event that will utilize the property and possibly the internet café. Housing will not be used for one-day trip events.

5. PARTICIPANTS

To ensure the health and safety of all individuals on the Council property, and to ensure the integrity of the District's programs, only students 18 years of age or older and enrolled in District's courses with a field study component will be allowed to participate in field study activities at the field location.

6. FACILITIES

To enable the District to provide the necessary educational programs, the Council will provide the following facilities:

a. **Student Housing** - Students will be housed in the eight (8) small cabins known as “Family Cabins”. **Male and female students shall be housed separately.**

b. **Family Cabin Showerhouse**, which includes:
   1) Four (4) separate, hot-water showers;
   2) Male restroom facility;
   3) Female restroom facility.

c. **Teaching Facilities** - will be made available at the two (2) Family Cabin Pavilions as well as the interior of the Kiwanis Lodge.
   1) In the Kiwanis Lodge, the Council will ensure enough banquet-style tables and chairs are available to meet the maximum occupancy required by the Fire Department.
   2) For each of the two (2) teaching pavilions, the Council will provide at least two (2) banquet-style tables, and a minimum of thirty (30) portable chairs per pavilion.

d. **Additional teaching facilities** may include the natural environment of the camp.

e. **Faculty Housing** - will be provided by the Council for employees of the District while working in their capacity as a District employee:
   1) Unless specific prior approval has been arranged, individuals not acting in the capacity of a District employee may not use any facilities considered as faculty housing.
   2) The Council will ensure separate facilities for male and female faculty members.
   3) At no point will more than three (3) individuals share a faculty housing unit.
   4) Specific facilities will be determined for each individual session, e.g.:
      a) **Week-End Activities**
         1. Program Director Cabin
         2. Camp Director Cabin
         3. Health Lodge
         4. Upper Kiwanis Lodge
      b) **Week-Long Activities**
         1. Program Director Cabin
         2. Camp Director Cabin
         3. Health Lodge
         4. Upper Kiwanis Lodge
      c) **One-Day Trip**
         1. Program Director Cabin
2. Camp Director Cabin  
3. Health Lodge  
4. Upper Kiwanis Lodge  
f. Food Service/Kitchen Facility  
g. Parking spaces – sufficient number of parking spaces will be guaranteed for District staff and students for the duration of each individual field study activity.

7. SMOKING  
The Council and the District agree that the field study location will be designated as a non-smoking area. This includes the interior of any faculty residence, student residence, internet café or teaching area.

8. COUNCIL SERVICES INCLUDED  
To help the District prepare for the field study activities, the Council agrees to complete, at Council expense, no later than August 19, 2008:  
a. Conversion of the two (2) family cabin pavilions into teaching areas.  
b. Installation of a modem for Satellite Internet service.  
c. Installation of two (2) outdoor lights for the family cabin area.  
d. Installation of outdoor lights and electrical outlets in the family cabin teaching pavilions.  
e. Installation or repair of all windows and blinds in the family cabins.  
f. Installation of privacy curtains for the family cabin bedrooms.  
g. Installation of wardrobes, one (1) per cabin, similar to Stor-It-All 48" White Multi-Purpose Storage Cabinet Model: WS48MP  
h. Council will ensure that any remodeling of facilities will adhere to all ADA requirements.

Additionally, Council will initiate a refurbishment of the restroom/shower facilities to be completed during the Fall 2008 semester. Any refurbishment will meet all applicable ADA requirements.

9. MAINTENANCE  
The Council is responsible for maintenance of any and all facilities used by the field study activities.  
a. All buildings used by the District will meet health and safety standards established by the Boy Scouts of America, National Camping Association, and County of San Bernardino.  
b. The Council will provide for recycle trash bins as part of the regular trash service.

10. INTERNET CAFE  
The Council will make Satellite Internet available for the District’s educational programs.  
a. This service will be made available at the Commissary building (see attached map).  
b. Although the Council will make every attempt to ensure internet service, the Council is not responsible for outages caused by weather, outages resulting from malfunctioning of equipment provided by the Satellite Internet Provider or disruptions from the Internet Satellite Service provider.  
c. The District acknowledges that the speed of the connection may be impacted by the Fair Use Policy of the Internet Service Provider.  
d. The District will provide the necessary wiring and modems to connect District computers.  
e. The Council, at Council expense, will provide secure, lockable storage for all District owned technology.  
f. Students and District staff will adhere to District Policy 815, “Acceptable Use of Computers for Students, Faculty, Staff”, copy attached hereto and made a part hereof.  
   1) A copy of this Policy will be prominently posted at the Commissary, as well as any other area with District computers.  
   2) It is understood that references to the “college’s computer system” will include the District’s network equipment, as well as the satellite equipment of the Council.
11. STUDENT GUIDELINES
The District will ensure that all participants in the field study activities are aware of specific regulations applicable to Camp Tahquitz.
   a. Such regulations will be shared with each participant at an orientation.
   b. A copy of the regulations will be placed in each lodging facility.
   c. The student guidelines will include, at a minimum, the following items listed in the Appendices “Standards of Student Conduct” and “Field Location Regulations”.

12. DAMAGE AND SECURITY
The District and the Council agree:
   a. Before every field study session commences, the Council Ranger and District Liaison will inspect the facilities before they are used by the District. Any existing damage will be noted at that time.
   b. At the end of session the Council Ranger and the District Liaison will check the facilities used by the field study participants.
   c. The District is responsible for the cost of any damage to Council property or facilities caused by documented and verified misuse, vandalism or unauthorized use by field study participants or staff.

13. RATE STRUCTURE AND INVOICING
Specific rental rates for the 2008/2009 Academic Year are in the Appendix “Schedule of Fees-2008/2009 Academic Year”, attached hereto and made a part hereof. District will be billed for the actual number of family cabins utilized. Additional fees for other facilities will be mutually agreed upon and billed based on use.

Council shall send invoice to the District’s Accounts Payable Office no later than 15 days after any use of the facility by the District.

14. ADDITIONAL ACTIVITIES
   a. The District may, at times, be interested in using additional facilities beyond those mentioned above. Examples of such facilities would include, but are not limited to, the pool, lake, climbing towers and ropes (COPE) course.
   b. Any request for additional facilities will be made at least three (3) weeks prior to their intended use. An additional fee, based on the in-effect “Schedule of Fees” will be charged for these facilities.
   c. The District understands that the Council is obligated to adhere to BSA regulations on the use of camp facilities, especially for the pool, lake, climbing tower and ropes course. All District use will be in accord with the BSA guidelines.

15. ADDITIONAL DOCUMENTATION
   a. Council will provide the District with three (3) copies of all current BSA “National Camp Visitation Standards”. The District will distribute these copies to the District’s Risk Management Office, Instruction Office and District Field Location liaison.
   b. The District shall provide the Council with three (3) copies of any student/faculty participation guidelines. The Council will distribute these copies to the Council’s business office, as well as the on-site camp ranger.
   c. When these documents are updated, the most recent edition will be provided as appropriate.

16. TERMINATION OF THIS AGREEMENT
Since students are scheduled up to ninety (90) days in advance, this Agreement may be terminated by either party upon written notice at least ninety (90) calendar days prior to the end of the Fall Semester, December 13, 2008; Winter Semester, February 7, 2009; or the Spring Semester, June 4, 2009.
**17. HOLD HARMLESS**

The District agrees to indemnify, hold harmless, assume liability for, and defend Council, its officers, agents, servants, employees and directors from any and all costs and expenses including but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the Council, its officers, agents, servants, employees and directors may pay or become obligated to pay on account of any, all and every demand, claim, assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the District’s use of real or personal property belonging to the Council, its officers, agents, servants, employees and directors, or by any act or omission by said organization, entity, or persons, its members, officers, agents, servants, employees and directors.

The Council agrees to indemnify, hold harmless, assume liability for, and defend the District, its officers, agents, servants, employees and directors from any and all costs and expenses including but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the District, its officers, agents, servants, employees and directors may pay or become obligated to pay on account of any, all and every demand, claim, assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the Council’s use of real or personal property belonging to the District, its officers, agents, servants, employees and directors, or by any act or omission by said organization, entity, or persons, its members, officers, agents, servants, employees and directors.

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815. Acceptable Computer Use for Faculty, Administrators, and Staff

815.1 Scope of Utilization Guidelines:
The Santa Clarita Community College District will provide an environment with clear guidelines for the utilization of computer resources, including document preparation, software usage and infringement of U.S. Copyright Law, retention of privacy, E-mail and rights and expectations of users.

815.2 Sanctions:
Faculty, administrators, and staff (users) must acknowledge that violations of this policy, and/or failure to cooperate with procedures set in place by Computer Support Services (CSS), may result in the disabling of an account and referral of the violator to the Dean of Personnel, or appropriate campus administrator for disciplinary action, as well as possible referral to law enforcement authorities for criminal prosecution.

CSS reserves the right to disable accounts without notice to halt or prevent suspected violations of computing policies. CSS reserves the light to monitor and/or access any computer on campus with or without prior notice to the assigned user.

Users must be aware that computer files, electronic mail ("E-mail") and other such accounts are not private in an absolute sense, and various persons such as administrators and operations personnel may, from time to time, access individual accounts to inspect, as necessary, to either render requested assistance and/or to troubleshoot various computers and/or users.

From time to time, E-mail service may be interrupted or discontinued for operational needs and/or in accordance with established account administration procedures.

815.3 Responsibilities of Faculty, Administrators, and Staff:
All faculty, administrators, and staff (users) will be expected to be responsible for and adhere to the following:

Computer Support Services ("CSS") users are liable for any and all activities on their accounts. AD relevant federal and state laws, as well as district and campus regulations and policies apply. Misuse of computing, networking or informational resources may result in the loss of computing privileges.

815.4 Examples of Computer Misuse:
Misuse of computing, networking or informational resources may result in the loss of computing privileges and may subject the user to disciplinary action as pertains to College regulations, and criminal prosecution under applicable statutes. Examples of misuse include, but are not limited to, activities described as follows:

A. Users may not violate applicable federal or state laws and district policies, including, but not limited to: the transmission of threats, harassment, obscenity, and pornography; theft or unauthorized access or use of college resources.

B. Users acknowledge that reproduction or distribution of copyrighted works, including, but not limited to, images, text or software, without permission of the owner, is an infringement of U.S. Copyright
Law and is subject to civil damages and/or criminal penalties including fines and imprisonment. This includes activities such as making software available for copying on your computer and connecting that computer to the campus network (whether via dial-in or the on-campus network).

C. Users may not allow access by anyone other than the recognized (assigned) user to his/her computer account and/or college resources without CSS authorization. Such access will be considered unauthorized and subject to disciplinary measures. Account sharing, generally indistinguishable from symptoms of account piracy, will be considered as a serious violation to Board Policy. Further, College facilities may not be used for non-College commercial purposes or personal financial gain. This includes establishing a personal, commercial Web site on your personal on-campus computer which is made accessible to the world via a connection to the campus network.

D. Users of CSS equipment shall refrain from posting material to electronic bulletin boards, news groups, or mail lists which is illegal, inappropriate or otherwise at variance with accepted codes of network etiquette.

E. Users shall refrain from capturing passwords, collecting or using tools designed to check for computer system or network security vulnerabilities without prior written approval from CSS.

F. Users shall refrain from the CSS altering the college computer system in any fashion. This includes installing, downloading and/or removing any software or hardware, or changing hardware configurations without specific and explicit written permission from CSS and with authorization from the Dean of Professional Programs.

G. Users shall not install or run any program intended to damage or place an excessive work load on the College system or network. This includes, but is not limited to, programs known as computer viruses, Trojan horses, and/or worms, tying up special equipment, running simultaneous computer intensive jobs, or unnecessarily filling up public areas of disk space preventing others from computer accessibility.
SCHEDULE OF FEES
Academic Year 2008/2009

1. Base rental fees:
   a. Family Cabins (including use of the family cabin shower house and Food Service Kitchen facility):
      i. $120 per cabin per night
   b. Instructional Areas (faculty lodging, Kiwanis lodge, family cabin pavilions, outdoor environment and internet café):
      i. $200 per calendar day.
   c. One-day field trip fee:
      i. $5.00 per person (may be waived in exchange for assistance provided by course)

b. Payment procedure:
   a. The Council will provide the District with an invoice no later than thirty (30) days after any use of the facility by the District.
   b. The invoice will be sent to Accounts Payable at the District office in Santa Clarita.

c. Additional fees:
   a. Additional fees may be charged for use of other camp facilities (e.g., ropes course, pool, climbing wall, ropes course, etc).
   b. These additional fees may include stipends for Council-provided, certified and trained individuals to operate the facility per BSA guidelines.
   c. Any individual provided by the Council will be considered an agent of the Council, and not an employee or volunteer of the District.
   d. No additional facilities will be provided to the District unless a signed Agreement detailing those additional facilities has been approved by the appropriate representatives of the Council and the District.
   e. All requests for additional facilities must be made no later than three (3) weeks prior to the desired use of the additional facilities.
2008/2009 ACADEMIC CALENDAR

Weekly sessions (Monday 8:00 through Friday 7:00 pm)
  Week 2a: January 5 – 9, 2009
  Week 2b: January 12 – 16, 2009

  Week 3a: January 19-23, 2009
  Week 3b: January 26-30, 2009

Bridge Sessions (“A” sessions run Monday 8:00 am through Wednesday noon; “B” sessions run Wednesday noon through Friday 7:00 pm)
  Bridge 1a: August 11-13, 2008
  Bridge 1b: August 13 – 15, 2008

  Bridge 2a: February 2-4, 2009
  Bridge 2b: February 4 – 6

Weekends (Friday 5:00 pm through Sunday 12 noon)
  Weekend 1a: September 5-7, 2008
  Weekend 1b: September 18 – 20, 2008
  Weekend 1c: October 3 – 5, 2008

  Weekend 2a: October 24-26, 2008
  Weekend 2b: November 7-9, 2008
  Weekend 2c: November 21 – 23, 2008

  Weekend 3a: March 6-8, 2009
  Weekend 3b: March 20-22, 2009
  Weekend 3c: April 3-5, 2009

  Weekend 4a: May 1-3
  Weekend 4b: May 15 17
  Weekend 4c: May 29-31

Field trips (one day, no lodgings or food service provided. Internet café may be used)
  ✓ Field trips will only be available on weekdays.
  ✓ Any Friday field trip must finish prior to any scout group arriving at camp.
  ✓ The District liaison will schedule field trips with at least a 15 day notice.
  ✓ No field trip may interfere with council activities, other rental groups, or council employee holiday schedule
STANDARDS OF STUDENT CONDUCT
FOR FIELD STUDY ACTIVITIES
REV 4/08

Students participating in College of the Canyons’ Field Studies activities should never forget that they are representing the College of the Canyons:

➢ Any misconduct on the part of program participants may reflect on the Field Study activities as a whole, and may produce undesirable results for all program participants.

➢ Abuse of the hospitality of a host facility on the part of a few may result in the loss of opportunities for many.

➢ While on Field Studies activities, students remain subject to all college regulations on student conduct.

➢ It is important that all program participants observe and abide by the guidelines of both the college and the host facility.

➢ Participants in Field Studies activities may be subject to dismissal from the program if they violate college rules or otherwise conduct themselves in such a way as to jeopardize or embarrass themselves, their fellow students, or the Field Studies activities.

➢ In most cases, dismissal means that student status will be terminated and students will be sent home at their own expense.

➢ Students may be subject to dismissal under certain conditions, including, but not limited to the following situations:
  o Failure to attend class and participate in required program activities;
  o Failure to maintain an acceptable level of academic performance;
  o Misconduct as defined in the Student Handbook, College Catalog, and/or in the Schedule of Classes.
  o Trade in, consumption of, or other involvement in the use of dangerous or illegal drugs or narcotics, or violation of any local law or ordinance with respect to these substances.
  o Violations of regulations established by the host facility.

I acknowledge the receipt of the code of conduct, as well as a copy of the Field Location regulations.

_______________________________________ ________________________________________
Please Print Name       Signature/Date


**COC FIELD LOCATION REGULATIONS**

The following are basic regulations that all COC Students and Staff need to adhere to while using the field location at Camp Tahquitz. These are designed not only for your protection, but also for the protection of Camp Tahquitz/Field Location, as well as the Camp Tahquitz/Field Location’s flora and fauna.

1. To maintain an emergency record of who is on the property, all participants must check in on arrival at the facility, and must check out upon departure. An accurate record must be kept at all times. This is not optional!
2. No alcoholic beverages, chemical substances, or weapons of any kind are allowed at Camp Tahquitz.
3. Please stay out of any facility or area that is not being used by the field study activities.
4. To maintain the natural environment and to protect the local wildlife, no pets are allowed at Camp Tahquitz.
5. Please protect the environment of the area for future students. Do not walk into or across any meadow area (meadows are fragile ecosystems that are easy to destroy and hard to repair);
   5.1. Stay on established trails (cutting trails encourages soil erosion);
   5.2. Do not pick flowers or cut down live trees (this will allow for healthy environmental growth).
6. Fires are only allowed in designated locations.
   6.1. Inside facilities, fires may only be built in designated fireplaces. Fires must be kept within normal limits, and not allowed to grow to a point that could provide a safety hazard.
   6.2. Open fires outside facilities may only be held in designated fire zones.
   6.3. Warm ashes should never be removed from fires. If ashes are cold (no flame over 24 hours), they must be placed in designated metal buckets.
   6.4. Self-contained propane, charcoal, or similar camping-style stoves may be used in designated areas.
   6.5. The ability to have fires may be curtailed or cancelled due to weather and forest conditions,
7. Minor first aid should be reported to your instructor. Major first-aid needs to be reported to the COC liaison.
8. To maintain the natural environment, vehicle use must be limited.
   8.1. All vehicles must be driven in accord with California Vehicle Code regulations. Each passenger is required to have a seat belt.
   8.2. Private vehicles may not use the internal camp roads.
   8.3. All vehicles must be parked in a designated parking lot. Forest Service regulations ask that all vehicles be parked facing out.
9. There is an abundance of wildlife that calls Camp Tahquitz home. To protect both individuals and wildlife, please be aware of the following:
   9.1. Do not feed any animals. Do not harass or touch any animals.
   9.2. Do not leave open food containers in cars or cabins.
   9.3. All trash must be securely placed in appropriate dumpsters. Dumpsters should be locked to keep bears away from the contents.
   9.4. Please help us maintain the Field Location for future use. Please place trash in lined containers.
10. You will need to check out with your instructor before you leave. Please be sure that your cabin, and any other facility that you have used, is cleaned. You may be charged for any damage to property or facilities caused by your misuse.
**AGENDA CATEGORICAL BUSINESS SERVICES**

**ITEM/TITLE**  Approval of Resolution No. 2008/09-03:
- Approval of Cash Borrowing Resolution, Temporary Transfers from the Los Angeles County Treasury

**BACKGROUND / ANALYSIS:**

On May 14, 2008, the Board of Trustees approved Temporary borrowing of cash from the Los Angeles County Treasurer for a maximum of $20 million. This borrowing was put in place to cover anticipated cash flow shortages as a result of an expected delay in the 2008-09 State Budget. District’s apportionment payments and construction reimbursement payments for 2008-2009 will not be transmitted until there is an approved State Budget.

At this time it appears there may be additional delays before a budget bill is passed. Some estimates indicate a State Budget may not be approved until October 2008. To proactively ensure that the District has adequate cash flow to pay general operating bills, payrolls, and keep funds flowing to our construction projects until State funds are again available, this board item replaces the May 14th resolution authorizing $20 million in temporary borrowing with a new resolution authorizing $40 million.

There is no direct interest charge for borrowing from the County Treasury, and Districts may borrow up to a maximum of 85% of anticipated revenues. However, the District’s interest income is reduced due to not receiving our monthly apportionment allocations at the end of each month beginning July 31, 2008.

**FISCAL IMPLICATIONS:**

Approval of this resolution will allow for up to $40 million in Los Angeles County Treasury funds to be available to the District should cash flow shortages occur.

**RECOMMENDATIONS:**

Move Approval of Resolution No. 2008/09-03: Approval of Cash Borrowing Resolution, Temporary Transfers from the Los Angeles County Treasury.

Submitted by: Sharlene L. Coleal

Approval for submission to Board of Trustees: Dianne G. Van Hook
Superintendent-President

Recommended by: Sharlene L. Coleal
CASH BORROWING RESOLUTION

Temporary Transfers from the Los Angeles County Treasurer

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, Article XVI, Section 6, of the California Constitution allows for borrowing from the Los Angeles County Treasurer (Treasurer), and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: $40,000,000
2. For Fiscal Year: 2008-09
3. Shall not exceed 85 percent of the anticipated revenues accruing to the district.
4. Shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.
5. Shall be replaced from revenues accruing to the district before any other obligation of the district is met from such revenue.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Santa Clarita Community College District hereby requests the Treasurer to make temporary transfers of funds.

Certification of the Clerk of the Governing Board

The agenda with this item for action was posted as required by law.

This resolution was adopted by the governing board on: August 27, 2008

Date

Signature: ____________________________

Clerk of the Governing Board
BACKGROUND / ANALYSIS:
The Canyon Country Educational Center is located at 17200 Sierra Highway.

The following contract revision is being recommended at this time. Copies of the recap sheet have been distributed under separate cover and are available upon request.

- Contract Package #108, Off-site Street Improvements, AC Paving, R.C. Becker, Change Orders #15, #16 and #17 encompass three items and result in a contract addition of $149,988.

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 $149,988 are included in the FY08/09 Tentative Budget.

RECOMMENDATIONS:
Move approval of changes order for the Canyon Country Campus Construction Project as 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:

James C. Schrage
Vice President, Facilities Planning, Operations and Construction
Canyon Country Education Center
Change Order Recap

**Issue date:** 08/14/08

**Contractor:** RC Becker

**Change Order:** 108-15

**Total Cost:** $25,762.89

**Background:** Remove excess asphalt from median. Original price was for 8" thick AC, average thickness was 14" thick. Slurry backfill for extra depth next to median curbs.

**Reason for Change:** Unforeseen Conditions.

**Issue date:** 08/14/08

**Contractor:** RC Becker

**Change Order:** 108-16

**Total Cost:** $78,364.57

**Background:** The original City of Santa Clarita approved design for the improvements on Sierra Highway included a median. This raised a major concern with local business owners because the median obstructed access to their businesses. Through a number of meetings with the City, the business owners, Lundgren Management and the College a new design was agreed upon that included a new left turn pocket and a shortening of the median at the north end. Work was performed by RC Becker included removing the existing curb and gutter from the median, grading of the new areas, forming and tying in the new curbs and paving the new turn areas.

**Reason for Change:** Addition to Scope.

**Issue date:** 08/14/08

**Contractor:** RC Becker

**Change Order:** 108-17

**Total Cost:** $45,861.00

**Background:** Issue #1 When the curb and gutter at the entrance and exit was placed there was an elevation issue. The elevation for on site and off site did not correspond and this resulted in an uneven flow line. Curb and gutter at these locations was demoed and replaced to match the street elevations. Issue #2 Due to a change in plans to the location of the proposed storm drain in front of the gas station it was necessary to remove and haul away remaining sidewalk curb and gutter. Then new curb and gutter was formed and placed and AC behind the walk was patched back. Issue #3 Sidewalk on Sierra Highway was removed and replaced in two locations to install two new parkway culverts that tie into the existing down drains.

**Reason for Change:** Correct construction deficiency/ Addition to scope.
## Board of Trustees Meeting

### AGENDA

**CATEGORY**  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>Presentation of the Educational and Facilities Master Plans</th>
<th>ACTION/CONSENT</th>
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</thead>
</table>

**BACKGROUND / ANALYSIS:**

In Fall 2005, the staff at College of the Canyons began the process of developing and preparing a new master plan to guide its development through the year 2012. The fourth of its kind in the 39-year history of College of the Canyons, this one is different from the others in that it combines both long-range educational planning and the projections for facilities needed to enable the programs to take shape and become reality.

Faculty and staff from over 100 departments provided input into the plan and provided data and curriculum detail to the planners, which was commenced with the assistance of a Consultant and was completed by District Administration. Combined with the educational and training trends and needs of our valley, and population data (historical and projections), the context for predicting our future was described in detail in the Educational Master Plan portion of this document.

Once the programs the College hopes to deliver over the next five to ten years were described and the projections for the numbers of students we would serve established, the stage was set for the College to move forward on the second part of the master plan: to describe the facilities needed to house these programs on the COC campus and place those facilities on the physical layout of the campus. In addition, the plan also addresses the newest site of the District, the Canyon Country campus, and reflects the projected demands created by population growth throughout our service area.

(Continued)

### FISCAL IMPLICATIONS:

N/A

### RECOMMENDATIONS:

Presented as Information Only.

Submitted by: Jim Schrage/Barry Gribbons

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

Chancellor

Recommended by:
Background/Analysis (cont’d):

Highlights of the master plan to be presented to the Board at the time of the meeting will focus on the following topics:
- Historical enrollment patterns
- Enrollment projections for the future
- Demographics of the District’s service area
- Program growth and development.
- Alternatives for meeting the growth projections

As it relates to the current campuses:
- Historical timeline
- Site features and factors
- Circulation
- Organization of buildings
- Campus Architecture

And, with an eye toward the future:
- Goals of the Facility Master Plan
- Theoretical size limits
- Future space needs
- Concepts of campus development
- Circulation
- New projects 2008-2017 including new buildings, new additions, and new site projects
- Campus maps

This Master Plan will be the document that the District will use to guide the development of the District’s program and structure in the years to come. As our community changes and external variables impact College of the Canyons, we will remain flexible and adjust so we can continue to meet the community’s needs. This master plan provides a context and structure within which we will do so.
AGENDA
CATEGORY  GENERAL

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

ACTION/CONSENT  
ACTION  X
INFORMATION  
DISCUSSION  

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:  

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