Item 5.1
This time has been set-aside for the public to address the Board of Trustees on items that are NOT ON THE AGENDA, but the Board at this meeting will not act upon those items. ALL speakers must submit a “Request to Speak” form 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

JOINT MEETING WITH THE ASSOCIATED STUDENT GOVERNMENT

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

2:30 p.m.
Thursday, October 29, 2009

The Joint meeting with the ASG Officers will be held from 2:30 p.m. to 5:00 p.m.
The public is welcome.

1. PRELIMINARY FUNCTIONS

1.1 Call to Order/Establishment of a Quorum
1.2 Flag Salute
1.3 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. Members of the audience 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. (Members of the audience 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.)

1.4 Approval of Agenda ACTION
1.5 Approval of Minutes ACTION
   • October 14, 2009 – Business Meeting and Budget Study Session

2. ASG/BOARD OF TRUSTEES JOINT MEETING ITEMS

2.1 Update on Associated Student Government Goals INFORMATION
2.2 Update on Enrollment Management INFORMATION
2.3 Update on Financial Aid and Scholarships INFORMATION
2.4 Review of Changes to the Registration Process INFORMATION
2.5 Update on the Open Educational Resources (OER) Grant INFORMATION
2.6 Presentation of Annual Student Survey Results INFORMATION
BOARD OF TRUSTEES – BUSINESS MEETING ITEMS

3. 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 Ratification of Agreement Between Santa Clarita Community College District and B&B Manufacturing (Employee Training Institute)
3.2 Approval of Travel Authorizations Schedule T 09/10-8
3.3 Approval of Notices of Completion for the Dr. Dianne G. Van Hook University Center (Various)
3.4 Approval of Contract for Modernization Project: Gymnasium PE West (Ryan Welch Painting)
3.5 Approval of Contract for the Dr. Dianne G. Van Hook University Center Construction Project (Bird Solutions)
3.6 Approval of Contract for Site Repairs at the Canyon Country Campus (Calex Engineering Co.)
3.7 Approval of Contract for Re-Roofing Projects at the Valencia Campus (Various Sites)
3.8 Approval of Addendum #02 for Geotechnical Services for the Mentry Hall Expansion Construction Project (SubSurface Designs, Inc.)
3.9 Approval of Contract for Flooring for the Secondary Effects Project (Floor Connection, Inc.)
3.10 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project
3.11 Approval of Personnel Schedule PERS 2009/2010-7

4. HUMAN RESOURCES  
4.1 Approval of the Negotiated Collective Bargaining Agreement Between the Santa Clarita Community College District and the Part-time Faculty United-AFT Local 6262, for July 1, 2008 – June 30, 2011
4.2 Approval of the Part-time Adjunct Academic Salary Schedule E, Effective July 1, 2008

5. GENERAL  
5.1 Comments by Members of the Audience on Any Item NOT ON THE AGENDA

6. ANNOUNCEMENT OF NEXT MEETING
(Wednesday, November 11, 2009 – Business Meeting, 1:30 pm Closed Session, 3:00 pm Open Session, Hasley Hall Board Room, HSLH 137).
AND ADJOURNMENT

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.
**BACKGROUND / ANALYSIS:**
The officers of the Associated Student Government (ASG) Executive Board will present their progress on their annual goals, and share their activities planned for both campuses.

The ASG approved the following objectives/goals to focus on during this academic year:

- Participating in the California Community College Student Senate
- Advocacy
- Writing and publishing an ASG Strategic Plan
- Increasing student recruitment efforts and involvement in ASG
- Active participation in shared governance
- Redevelopment of *The Paw Print*

**FISCAL IMPLICATIONS:**
Not Applicable.

**RECOMMENDATIONS:**
This item is submitted for information only.
BACKGROUND / ANALYSIS:
Dr. Mitjl Capet, Assistant Superintendent/Vice President, Instruction will provide an overview of enrollment management at the Santa Clarita Community College District with an emphasis on the changes planned for Winter Session 2010 and the Spring 2010 semester. Specifically, the presentation will discuss:

- State dictated growth funding
- How funding targets translate into courses offered
- How FTES is calculated and the impact of enrollment on FTES
- Recent changes in state support
- The District’s response to changes in the level of state support

FISCAL IMPLICATIONS:
Not Applicable.

RECOMMENDATIONS:
This item is presented for information only.

Submitted by: Michael Wilding

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

Recommended by:
Michael Wilding
BACKGROUND / ANALYSIS:
The District has recently experienced remarkable growth in the number of students seeking financial assistance. The Financial Aid department has already disbursed over 8 million dollars in financial aid to students in the Fall 2009 semester. Changes in Federal and State legislation, the economy and record unemployment levels have attributed to increased awareness about the resources offered through the Financial Aid Office. The Financial Aid department has increased its staff, adopted new technology and expanded programs to accommodate the growing number of students in need of financial assistance.

In addition, with the assistance of the Foundation staff, the District has increased the number of scholarships awarded through the Institutional Scholarship Program by 75%. Updates to the ONLINE application have expanded the number of applicants and improved the student award selection process.

For this item Mr. Tom Bilbruck, the Director of Financial Aid will discuss the growth in financial aid, what our financial aid department is doing to manage that growth, and the changes in the scholarship program.

FISCAL IMPLICATIONS:
None

RECOMMENDATIONS:
This item is presented for information only.

Submitted by: Tom Bilbruck
Director of Financial Aid and Scholarships.

Recommended by:
Michael Wilding

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
BACKGROUND / ANALYSIS:
The District currently uses a very effective registration priority system that ensures that students closest to their academic goals have the highest registration priority. Additionally, special populations are given a high registration priority. The District currently operates three registration cycles (Fall, Winter/Spring, and Summer). With the growth in enrollment we have designed an improved system that will consist of four cycles, utilize smaller but more frequent registration windows, and allow students to make changes throughout the registration cycle.

Ms. Jasmine Ruys, Director, Admissions and Records, will explain the registration priority system, and our planned changes that will be implemented during the Winter 2010 session.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
This item is presented for information only.

Submitted by:                Approval for submission to Board of Trustees:
Jasmine Ruys                Dr. Dianne G. Van Hook  
Director, Admissions and Records  Chancellor

Recommendation by:
Michael Wilding

2.4, Page 1
Oct. 29, 2009
## Background / Analysis:

The District has recently been awarded a 2-year $298,896 grant from US Department of Education to support the development of open educational resources (OER) and increase faculty and student awareness of this valuable resource. The major goals of the grant are:

- Expand the textbook rental program (TRiP) so students have access to affordable textbooks
- Train faculty on how to create online course material and how to integrate existing open-source content
- Expand the depth and breadth of course content available in the repository
- Offer students a variety of formats to obtain the content

Mr. John Makevich, Instructional Design Coordinator, will be at the meeting to explain the grant, what the work product will be, and the expected timelines for completion.

## Fiscal Implications:

None.

## Recommendations:

This item is presented for information only.
BACKGROUND / ANALYSIS:
Each Spring Semester, College of the Canyons administers a student survey to assess student satisfaction with services and collect other information intended to inform department and college-wide planning efforts. Dr. Barry Gribbons (Assistant Superintendent/Vice President, Institutional Development, Technology and Online Services) and Dr. Daylene Meuschke (Director, Institutional Research) will provide an overview of findings from the Spring 2009 survey and discuss implications for planning.

FISCAL IMPLICATIONS:
Not Applicable.

RECOMMENDATIONS:
This item is submitted for information only.

Submitted by:
Dr. Barry Gribbons

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

Recommended by:
Dr. Barry Gribbons
Asst. Supt/VP, Institutional Development, Technology and Online Services
<table>
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<th>CATEGORY</th>
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<tr>
<td>ITEM/TITLE</td>
<td>Ratification of Agreement Between Santa Clarita Community College District and B&amp;B Manufacturing (Employee Training Institute)</td>
</tr>
<tr>
<td>ACTION/CONSENT</td>
<td>X</td>
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<tr>
<td>ACTION</td>
<td></td>
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<td>INFORMATION</td>
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<td>DISCUSSION</td>
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**BACKGROUND / ANALYSIS:**

B&B Manufacturing secured a contract with the state Employment Training Panel to provide funding for training their employees. The company asked the Employee Training Institute to provide the training, and three different business writing classes are being conducted. This Board action is requested as ratification because the B&B Manufacturing had a very aggressive timeline to start the training.

The proposed agreement is available for review upon request in the Instruction Office.

**FISCAL IMPLICATIONS:**

B&B Manufacturing will pay ETI $10,800 for the three writing classes, which will more than cover the costs of training. There is no impact to the District's general fund.

**RECOMMENDATIONS:**

Move to ratify Agreement between the Santa Clarita Community College District and B&B Manufacturing (Employee Training Institute).

Submitted by: Dr. Bruce Getzan  
Dean, Economic Development  

Recommended by:  
Dr. Dena Maloney  
Founding Dean, Canyon Country Campus
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
College of the Canyons

AGREEMENT FOR INSTRUCTION OR SERVICES
PROVIDED BY
EMPLOYEE TRAINING INSTITUTE

This Agreement is made and entered into on the 26th day of August 2009 by and between the Santa Clarita Community College District (the "DISTRICT"), a public community college district organized under the laws of the State of California, and B&B Manufacturing (the "CONTRACTOR").

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

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

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

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

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

3. Compensation and Invoicing. Contractor agrees to pay the District:
   a. A minimum fee of Ten Thousand Eight Hundred DOLLARS ($10,800; 24 hour class x 3 classes x $150/hr) for a guaranteed minimum of NA (NA) program attendees for Instructional or Service Fees, Facility Use Fees and Student Fees, as detailed in Exhibit A.
   b. A fee of NA DOLLARS ($NA) per additional program attendee beginning with the NA (NA) person.
   c. An assessment fee of NA Dollars ($NA) per each group of employees assessed.
   d. The cost of books and/or materials at NA Dollars ($NA) per program attendee.
   e. A computer lab fee of NA Dollars ($NA).

Contractor will be invoiced upon execution of this Agreement by Contractor for fees described in 3.a. above. Contractor will be invoiced for all other charges, 3.b-d, on a monthly basis based on actual activity. All payments are due Net 30 and shall be made payable to Santa Clarita Community College District and be sent to: Employee Training Institute, Santa Clarita Community College District, 25455 Rockwall Canyon Road, Valencia, CA 91355.

4. Termination/Cancellation. Either party may, with or without cause, terminate this Agreement by providing written notice to the other party no later than seven (7) days prior to the first meeting of the class. If Contractor cancels this Agreement after this deadline, Contractor shall pay the District twenty (20%) percent of the total contract compensation in the amount of Two Thousand One Hundred Sixty DOLLARS ($2,160).

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

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

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

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

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

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

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

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

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

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

14. Notices. 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: Kristin Houser  
Telephone #: 661-362-3245  
Email: kristin.houser@canyons.edu

**CONTRACTOR:**
B&B Manufacturing  
29940 Reque Court  
Valencia, CA 91355  
Attn: Art Casillas  
Telephone #: (661) 294-6662  
Email: A_Casillas@BBMfg.com

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

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

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

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

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

IN WITNESS WHEREOF, both parties agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**  
BY:Sharlene L. Coleal  
Authorized Representative

Print Name: Sharlene L. Coleal  
Print Title: Vice President, Business Services  
Date: 10-4-09  
Board Meeting Date: 6-12-09  
Date of Approval: 6-10-09

**CONTRACTOR**
BY:  
Authorized Representative

Print Name: Arturo Casillas  
Print Title: Training Coordinator  
Date: 06-26-09  
Social Security #: 95-2076412

[Signature]

INSTRUCTION OR SERVICES FROM  
FULL AGENDA BOOK - PAGE 12  
FTI Inst or Serv rev 110905  
3 of 5
EXHIBIT A
TO AGREEMENT FOR INSTRUCTION OR SERVICES
PROVIDED BY EMPLOYEE TRAINING INSTITUTE

CONTRACTOR: B&B Manufacturing

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

   **Check (✓) One:**
   - [✓] Not for Credit
   - [ ] Credit
   - [ ] Non-Credit

   **Course Name:** Business Writing, 24 hours, for 3 groups of employees
   **Maximum Class Size:** 20
   **Instructor:** Marie Echavarri or substitute
   **Required Materials:** Thumb Drives
   **Class Start Date:** September 9, 2009
   **Class End Date:** No later than six (6) months after the latest signature date on the Agreement.

   **Class Location [Check (✓) One]:**
   - [✓] Contractor’s Site
   - [ ] District’s Site
   - [ ] Other

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

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

   **Details:** A 24-hour business writing class will be delivered to 3 different groups of employees. The first group is to be comprised of employees with English as a second language, and this class will focus on the basics of grammar, punctuation, and vocabulary. The second group will focus on technical writing, and communicating data clearly. And the third group will focus on letters, emails, and memos to customers and suppliers. All classes will focus on clarity of communication.

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

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

   **Check (✓) one:**
   - [✓] 4.1 The Contractor shall provide appropriate facilities to conduct the program specified herein and such facilities shall meet the requirements of State and local safety and health regulations during the term of the Agreement. Equipment, and duplicating services necessary for the presentation of the program, shall be furnished by the Contractor and shall be adequate and suitable for the program operated and the number of participants in attendance, unless otherwise agreed.
   - [ ] 4.2 The District shall provide appropriate classroom facilities for each class session (and for a reasonable time before and after each class session) at the location described in the paragraph, “Class Offerings” above, together with the following equipment and special services:

   **Details:**
AGENDA
CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Travel Authorizations Schedule T 09/10-8

ACTION/CONSENT [x]

ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:

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

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

FISCAL IMPLICATIONS:

Travel expenditure requests for fiscal year 2009-10 totaling $15,220.82 are included in the 2009-10 Adopted Budget.

RECOMMENDATIONS:

Move Approval of Travel Authorizations Schedule T 09/10-8.

Submitted by: Kari Soffa

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

Chancellor

Recommended by: Sharlene L. Coleal
### TRAVEL AUTHORIZATION SCHEDULE
#### BOARD OF TRUSTEES MEETING
#### October 20, 2009

#### RATIFIED TRAVEL

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<th>End Date</th>
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<td>CSHP Seminar 2009</td>
<td>10/02-10/04/09</td>
<td></td>
<td>San Diego, CA</td>
<td>Pamela Borrelli</td>
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<td>Alpha Gamma Sigma Advisor Meeting</td>
<td>10/03/09</td>
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<td>Huntington Beach, CA</td>
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<td>Ventura, CA</td>
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<td>Chelsey Maple</td>
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<td>CSUN Counselor Institute</td>
<td>10/21/09</td>
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<td>Northridge, CA</td>
<td>Joan Jacobson</td>
<td>No Cost to District</td>
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<td>Interdisciplinary Field Studies- Language Immersion - Silent Weekend</td>
<td>10/23-10/25/09</td>
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**INSTRUCTIONAL FIELD TRIPS**

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## Travel Authorization Schedule
### Board of Trustees Meeting
October 29, 2009

### Club Field Trips

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### Grand Total
$15,220.82

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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>BS - Business Services (4000)</td>
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<td>CCC - Canyon Country Campus (9000)</td>
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**BACKGROUND / ANALYSIS:**
The following construction contracts have been satisfactorily completed per the terms and conditions of the contract for the Dr. Dianne G. Van Hook University Center:

- Bid Package #101, Earthwork, Grading, Site Clearing, C.A. Rasmussen
- Bid Package #113, Acoustical Ceilings, Preferred Ceilings
- Bid Package #117, Architectural Specialties, John Pence Building Specialties
- Bid Package #124, Telephone and Data, Vector Resources, Inc.
- Bid Package #126, Elevators, Mitsubishi Elevator
- Bid Package #127, Plumbing, Site Utilities, HPS Mechanical, Inc.
- Bid Package #128, Fire Sprinklers, J.G. Tate Fire Protection, Inc.
- Bid Package #130, Electrical, A-C Electric Co.

The Notices 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 Notices of Completion as herein noted.

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

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

Recommended by:
**AGENDA CATEGORY**  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

**ITEM/TITLE**  Approval of Contract for Modernization Project: Gymnasium PE West (Ryan Welch Painting)

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**BACKGROUND / ANALYSIS:**
As part of the District’s bond-listed modernization projects, the main gymnasium in the original Physical Education Center (PE West) is in need of painting. The District would like to enter into a contract with Ryan Welch Painting (Palmdale, CA) in the amount of $23,500 to have this work performed.

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

**FISCAL IMPLICATIONS:**
This is a GO Bond-funded modernization project, funds for which can only be used towards bond-listed projects. Funds for this contract in the amount of **$23,500** are included in the FY09/10 Adopted Budget.

**RECOMMENDATIONS:**
Move approval of contract for Modernization Project: Gymnasium PE West as noted above.

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

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

Recommended by:
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Ryan Welch Painting, 39339 Carolside Avenue, Palmdale, CA 93550 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): **Modernization Project: PE West Gymnasium Painting Project**

1. **Payment.** The lump sum price for the Work is Twenty-Three Thousand Five Hundred Dollars ($23,500).

2. **Term.** The term of this Agreement shall commence **October 30, 2009** and shall end no later than **November 30, 2009**.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. WORKERS: CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT’S work site and shall not again be permitted on DISTRICT’S work site 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 adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: ____________________

Initials/Date
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 provides classrooms and instructional space for programs offered by four-year partners at night and COC students by day.

The District would like to enter into a contract for with Bird Solutions (Vista, CA) in the amount of $14,990 for the installation of infestation prevention devices to control the nesting and breeding of birds.

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

FISCAL IMPLICATIONS:
The University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for this contract in the amount of $14,990 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for the Dr. Dianne G. Van Hook University Center Construction Project as noted above.
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Bird Solutions, 1338 North Melrose, Suite H, Vista, CA 92083 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Installation of Flex Track Electrical Bird Deterrent for the University Center Construction Project

1. Payment. The lump sum price for the Work is Fourteen Thousand Nine Hundred Ninety Dollars ($14,990).

2. Term. The term of this Agreement shall commence October 30, 2009 and shall end no later than November 30, 2009.

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

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

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

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

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

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

9. Documents. Parties hereunto subscribe to this Agreement, including all Agreement documents described below:
   a. ☑ Scope of Work/Proposal (If not described in 1. above, document is attached hereto and made a part hereof).
   b. ☐ Specifications (If not described in 1. above, document is attached hereto and made a part hereof).
   c. ☐ Payment Bond (If checked, must be submitted to District prior to commencing Work).
   d. ☐ Labor and Materials Release (If checked, must be submitted to District prior to payment).
   e. ☐ Other: ________________________________
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 CONTRACTOR's service and shall not again be permitted on DISTRICT'S worksite without the written consent of the DISTRICT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: ________________________

Initials/Date: ________________________
AGENDA CATEGORY: PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE: Approval of Contract for Site Repairs at the Canyon Country Campus (Calex Engineering Co.)

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

BACKGROUND / ANALYSIS:
As part of the District’s GO Bond-listed repair projects, the District would like to enter into a contract with Calex Engineering Co. (Newhall, CA) in an amount not-to-exceed $51,000 to install various erosion control devices at the Canyon Country Campus. The scope of this work is necessary in order to provide additional water control measures in various areas as the campus expands and includes emergency clean-up erosion control on an as-needed basis.

The District used the informal bidding guidelines of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for projects $125,000 or less in obtaining bids.

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

FISCAL IMPLICATIONS:
This is a GO Bond-listed project, funds for which can only be used towards bond listed projects. Funds for this contract in the amount of $51,000 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of Contract for Site Repairs at the Canyon Country Campus as noted above.

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

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

Recommended by:
THIS AGREEMENT is hereby entered into this ___ day of ___________, 2009, 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 Calex Engineering Co. hereinafter referred to as “Contractor” located at 23651 North Pine Street, Newhall, CA 91321.

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 Site Repairs (Erosion Control Devices) for the Canyon Country 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 Fifty-One Thousand Dollars ($51,000). District shall pay Contractor after District’s Board of Trustee approval, completion of services by Contractor, and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during the prior month and shall include the invoice date, dates of service and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a net 30-day basis for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

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

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

Time. Time is of the essence in this Agreement.

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

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

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

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

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

Insurance Requirements for Subcontractors. Minimum coverage amounts for each policy of insurance to be obtained and maintained by each subcontractor to the Contractor as shall be as follows:
• Project Workers Compensation Insurance
  (California Labor Code §3700) In accordance with applicable law
• Employers Liability Insurance $1,000,000 (One Million Dollars)
• Commercial General Liability Insurance
  (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: ________________________________
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contracts for Re-Roofing Projects at the Valencia Campus (Various Sites)

ACTION/CONSENT
• ACTION
• INFORMATION
• DISCUSSION

BACKGROUND / ANALYSIS:
The District would like to enter into the following contracts for reroofing of buildings on the Valencia campus as noted below. The total amount of these contracts is $43,832 for labor only; materials will be furnished by the District. The District used the informal bidding guidelines of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) for projects $125,000 or less in obtaining bids.

- Re-roofing Administration, Library and Maintenance & Operations - Chapman Coast, Fullerton, CA, $15,000
- Re-roofing Student Center, Towsley Hall, Family Studies - Lavey Roofing Services, Santa Ana, CA $28,832

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

FISCAL IMPLICATIONS:
This is a GO Bond-listed project, funds for which can only be used for bond-listed projects. Funds for these contracts in the amount of $43,832 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of contracts for the Re-Roofing Projects at the Valencia Campus for various sites as noted above.

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

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

Recommended by:
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
College of the Canyons

FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Chapman Coast, 2301 East Orangethorpe Avenue, Fullerton, CA 92831 ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Reroofing of Administration, Library and M&O Buildings at College of the Canyons Valencia Campus

1. Payment. The lump sum price for the Work is Fifteen Thousand Dollars ($15,000).

2. Term. The term of this Agreement shall commence October 30, 2009 and shall end no later than December 31, 2009.

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

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

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

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

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

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

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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BY: __________________________
Print Name __________________________
Print Title __________________________

CONTRACTOR
BY: __________________________
Print Name __________________________
Print Title __________________________

Date Board Meeting __________________________
Date of Approval __________________________

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

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

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

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

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

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

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

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

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

10. PROTECTION OF WORK AND PROPERTY: The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Agreement services. In an emergency affecting life and safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT’S site, shall not again be permitted to act, at his discretion, to prevent such threatened loss or injury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledged Receipt: ____________

[Signature]

Initiates/Date
Contractor Agreement

**THIS AGREEMENT** is hereby entered into this ___ day of ___________, 2009, 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 Lavey Roofing Services, Inc., hereinafter referred to as “Contractor” located at 1217 E. Wakeham Avenue, Santa Ana, CA 92705.

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 Reroofing of Student Center, Towsley Hall and Family Studies Buildings at College of the Canyons Valencia Campus.

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 Twenty-Eight Thousand Eight Hundred Thirty Two Dollars ($28,832). 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: _____________________________  
Title: ____________________________

**CONTRACTOR**
Lavey Roofing Services, Inc.

By: _______________________________  
Title: _______________________________
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Addendum #02 for Geotechnical Services for the Mentry Hall Expansion Construction Project (SubSurface Designs, Inc.)

ACTION/CONSENT ✓ ACTION INFORMATION DISCUSSION

BACKGROUND / ANALYSIS:
The Mentry Hall Expansion Construction Project is 27,683 sq. ft. addition that will provide additional classroom space for various programs including CAD, RTV, Photography, Graphics and Media Design and Printing as well as offices and support spaces for these programs.

The District entered into a contract with SubSurface Designs, Inc. for geotechnical services for this project at the February 6, 2008 Board meeting. Addendum #02 in the amount of $15,000 is needed at this time for additional geotechnical services for this project. Copies of the addendum are available upon request from the Facilities Office.

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 $15,000 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of Addendum #02 for Geotechnical Services for the Mentry Hall Expansion Construction Project as noted above.

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

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

Recommended by:

FULL AGENDA BOOK - PAGE 38
ADDENDUM #02
TO AGREEMENT FOR GEOTECHNICAL SERVICES FOR
MENTRY HALL EXPANSION CONSTRUCTION PROJECT

The contract dated January 30, 2008 for Geotechnical Services for Mentry Hall Expansion Project is hereby modified by Board action October 29, 2009 by and between the Santa Clarita Community College District, a California college district (“District”) and SubSurface Designs (“Contractor”).

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

By: ____________________________ By: ___________________________
Dr. Dianne G. Van Hook
Chancellor
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Contract for Flooring for the Secondary
Effects Project (Floor Connection, Inc.)  X ACTION/CONSENT

BACKGROUND / ANALYSIS:
The Secondary Effects Project consists of converting the space vacated as a result of the completion of the Dr. Dianne G. Van Hook University Center. Five of the former Academy of the Canyons modular buildings will be converted in order to accommodate various district administrative and student support departments on the Valencia campus.

The District would like to enter into a contract with Floor Connection, Inc. (San Luis Obispo, CA) for labor and materials to furnish and install flooring in these modular buildings in the amount of $17,455.

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

FISCAL IMPLICATIONS:
This is a GO Bond-listed project, funds for which can only be used for bond-listed projects. Funds for this contract in the amount of $17,455 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of Contract Flooring for the Secondary Effects Project as noted above.

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

Recommended by:

James C. Schrage
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
College of the Canyons

FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and Floor Connection, Inc., 141 Brisco Road, Arroyo Grande, CA 93420 ("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 Milliken "Starnet" Carpet Files for Secondary Effects Project

1. Payment. The lump sum price for the Work is Seventeen Thousand Four Hundred Fifty-Five Dollars ($17,455).

2. Term. The term of this Agreement shall commence October 30, 2009 and shall end no later than November 30, 2009.

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

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

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

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

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

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

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

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

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

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

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

e. ☐ Other:

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:
Print Name Dr. Dianne G. Van Hook
Print Title Chancellor
Date Board Meeting
Date of Approval

CONTRACTOR

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

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

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

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

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

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

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

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

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

10. **PROTECTION OF WORK AND PROPERTY:** The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Agreement services. In an emergency affecting life and safety of life or of adjoining property, which may arise from operations under the Agreement, CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT's worksite and shall not again be permitted on DISTRICT's worksite without the written consent of the DISTRICT.

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 assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM/TITLE: Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project

BACKGROUND / ANALYSIS:
The University Center is a partially funded GO Bond project that includes the construction of a 110,000 sq. ft. permanent University Center. The University Center provides classrooms and instructional space for programs offered by four-year partners at night and COC students by day.

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

- Contract Package #102, Building/Site Concrete and Asphalt Paving, Mendez Concrete, Change Order #02 encompasses two items and results in a contract deduction of $93,680.

FISCAL IMPLICATIONS:
The University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders for a deduction in the amount of $93,680 are included in the FY09/10 Adopted Budget.

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

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

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

Recommended by:
University Center Project
Change Order Recap

Issue date: 10/14/09

Contractor: Mendez Concrete
Change Order # 102-002

Item # 1 COR 102-007
Background: Delete retaining walls at east/north oak trees – alternate wall design was pursued for cost savings
Reason for Change: Value Engineering
Requested by: Lundgren Management
Cost: $(196,084.03)

Item # 2 COR 102-008
Background: Provide colored, stamped concrete at rear patio, additional excavation for trenches, additional curb/gutter and drainage swales at front/back of building as requested by owner
Reason for Change: Requested by: Owner
Cost: $102,403.55
## AGENDA

### CATEGORY

**HUMAN RESOURCES**

### ITEM/TITLE

Approval of Personnel Schedule PERS 2009/2010-7

### ACTION/CONSENT

- [x] ACTION/CONSENT
- [ ] ACTION
- [ ] INFORMATION
- [ ] DISCUSSION

### BACKGROUND / ANALYSIS:

Please see the attached.

### FISCAL IMPLICATIONS:

N/A

### RECOMMENDATIONS:


Submitted by: Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

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

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

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

3. **Employment, Temporary Hourly as Needed**
   
   These instructors are being hired for the specified session. Other individuals have been approved on prior agendas while other adjunct faculty will be presented as the need arises.

   **Adjunct Instructors: Fall 2009 (10/30/09 – 12/12/09)**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distor</td>
<td>Solimer</td>
<td>Nursing – Clinical</td>
</tr>
<tr>
<td>Thomas-Miller</td>
<td>Essele</td>
<td>Nursing – Clinical</td>
</tr>
</tbody>
</table>

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

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

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

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

   b. **Approval of Contracts:**
      
      No business.

   c. **Approval of Guest Lecturers:**
      
      Jay Westbrook, MSN, RN, Guest Lecturer for Nursing 110 Fundamentals for Sandy Carroll/Mary Corbett on November 23, 2009. Lecture on end of life nursing care.

      Patrick Morrison, Guest Lecturer for Larry Hurst in the Art Gallery on October 20, 2009. Artist question and answer discussion to accompany the exhibition, Patrick Morrison: Garden Night Life Paintings.
d. Approval for Payment of Supplementary Services in Addition to Regular Services for Part-time Faculty:

No business.

e. Other:

Cindy Lynn, FS/ECE instructor, reissuance of stale-dated payroll warrant #W6459669 dated 10/22/99 in the amount of $311.92.
B. **CLASSIFIED PERSONNEL**

1. **End of Service**

   No business.

2. **Employment – Regular**

   Mr. Daniel Cardona, Custodian II (Graveyard Shift), Classified

   Represented Salary Schedule B, Range 15, Step 2 ($3,115.00/month),
   effective January 5, 2010.  (Position #653000-CD26)

   Ms. Isabel Yabuta, Custodian II (Graveyard Shift), Classified

   Represented Salary Schedule B, Range 15, Step 2 ($3,115.00/month),
   effective January 4, 2010.  (Position #653000-CD27)

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 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>Parker, Daniel</td>
<td>Facilities</td>
<td>10/30/09</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
</tbody>
</table>

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**End of Service**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Original End Date</th>
<th>Revised End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pineda, Veronica</td>
<td>CCC</td>
<td>6/25/10</td>
<td>10/15/09</td>
</tr>
</tbody>
</table>

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

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

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

f. Information:
No business.

g. Volunteers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palmer, Terra</td>
<td>PE/Athletics</td>
</tr>
</tbody>
</table>

No business.

h. Other:
Shamiran Rogers, Student Services Specialist II – Transcripts (Admissions & Records), temporary out of class assignment during maternity leave of Student Services Specialist III (Admissions & Records). From Classified Represented Salary Schedule B, Range 18, Step 5 ($3,892.00/month) to Classified Represented Salary Schedule B, Range 20, Step 6 ($4,218.00/month), effective October 16, 2009.

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.

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

ITEM/TITLE Approval of the Negotiated Collective Bargaining Agreement

Between the Santa Clarita Community College District and the Part-time Faculty United-AFT Local 6262, for July 1, 2008 – June 30, 2011

BACKGROUND / ANALYSIS:
On June 11, 2008, the Board of Trustees conducted a hearing and adopted re-opener proposals for the agreement between the District and AFT local 6262. The entire contract was opened for negotiation.

After several months of negotiations the changes to the collective bargaining agreement (available under separate cover) between the Santa Clarita’s Community College District and the Part-Time Faculty United-AFT Local 6262 for July 1, 2008 – June 30, 2011, are being presented for approval. The agreement has been approved by the representatives of the bargaining units and ratified by the membership of the Association.

- Highlights of this agreement include:
  - A 1% increase to the Adjunct Faculty Salary Schedule E retroactive to July 1, 2008;
  - Includes temporary, part-time faculty teaching up to 67% (from 60%) consistent with changes to ed. code;
  - Non-grievance language in Article 6 (Assignment and Scheduling) will sunset on March 1, 2011 or at such time as the total classroom sections (exclusive of non-credit, CWEE, and ISAs) offered equals or exceeds 4,460 (2008-2009 levels), whichever comes first;
  - Reimbursement for mileage between sites when assigned to multiple work locations in one day;
  - All faculty parking permits will look the same beginning fall 2009;
  - Article 18 (Academic Freedom) has been removed. In its place, Board Policy 614 -Academic Freedom will be included as Appendix C to the Agreement;
  - Contract may be re-opened in 2010/2011. Articles to be re-opened include Article 10 (Total Compensation) and up to two (2) additional articles from each side.

FISCAL IMPLICATIONS:
Funding to meet this contract obligation is included in the 2008/09 and 2009/10 adopted budgets.

RECOMMENDATIONS:
Move approval to adopt the negotiated collective bargaining agreement between the Santa Clarita Community College District and the Part-time Faculty United-AFT Local 6262, for July 1, 2008 – June 30, 2011.

Submitted by: Michael Wilding
 Recommended by: Diane M. Fiero

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

Diane M. Fiero
Asst. Supt/VP, Human Resources
BACKGROUND / ANALYSIS:
The District recently completed negotiations with the Part-time Faculty United- AFT Local 6262 (AFT) which included a change to the Part-time Adjunct Academic Salary Schedule E. The salary schedule has been updated to reflect the agreed 1% increase.

The salary schedule is attached and the total compensation worksheet is available upon request.

FISCAL IMPLICATIONS:
The costs of implementing this agreement are included in the 2009-2010 Adopted Budget. A 1% Total Compensation allocation is being applied, on-going, to all cells of the Academic Adjunct Salary Schedule E retroactive to 7/1/08. In addition, in 2008-2009, adjunct faculty received 1.41% in salary schedule increases due to step advancements on their salary schedule, including advancements for participation in the Associate Program, resulting in an increase in their Total Compensation of 2.41%.

RECOMMENDATIONS:
Move approval to adopt the Part-time Adjunct Academic Salary Schedule E, effective July 1, 2008.

Submitted by:  
Diane Fiero

Recommended by:  
Diane M. Fiero  
Assistant Superintendent/Vice President, Human Resources

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook  
Chancellor
Hourly Rate 1 2 3
53.30 57.01 58.72

Method of placement on the Academic Adjunct (Hourly) Salary Schedule is:

1. All hourly instructors are initially placed on Step 1 of the Academic Adjunct (Hourly) Salary Schedule.

2. Advancement to Step 2 of the Salary Schedule requires that an adjunct (hourly) instructor complete four (4) semesters of service (excluding summer and intersessions).

3. Advancement to Step 3 of the Salary Schedule requires that an adjunct (hourly) complete eight (8) semesters of service at Step 2.

Salary Schedule effective 07/01/08.  For Board Approval: October 29, 2009

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
ACADEMIC ASSOCIATE ADJUNCT SALARY SCHEDULE (E)
2008-2009

Hourly Rate 1 2 3
58.63 62.71 64.60

Method of placement on the Academic Associate Adjunct (Hourly) Salary Schedule is based on the following:

1. The completion of the three (3) phases of the Associates Program:
   - Teaching Skills Workshop
   - Advanced Teaching Workshop
   - Reflection on Classroom Teaching

OR

2. The completion of twelve (12) units of teaching methodology and/or coursework in the area of assignment. Coursework completed in the Institute of Teaching and Learning for courses EDU 088, EDU 101, and the semester-long workshop, Microteaching, shall count toward eligibility for placement on the Academic Associate Adjunct Salary Schedule if the class was taken after July 2006. The coursework must be pre-approved by the CIO. For courses taken between July 1, 2006 and January 1, 2007 the CIO will review and approve.

Salary Schedule effective 07/01/08.  For Board Approval: October 29, 2009
**AFT**  
**Total Compensation Calculation**  
**FY 2008-2009**

### Salaries - All Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjunct Fall/Spring (2008-09 Adopted Budget)</td>
<td>$6,083,952</td>
</tr>
<tr>
<td>Adjunct Summer School (2008-09 Adopted Budget)</td>
<td>$927,952</td>
</tr>
<tr>
<td>Adjunct Winter Intercession (2008-09 Adopted Budget)</td>
<td>$409,872</td>
</tr>
<tr>
<td>Adjunct Counselors (2008-09 Adopted Budget)</td>
<td>$313,260</td>
</tr>
<tr>
<td>Adjunct Librarians (2008-09 Adopted Budget)</td>
<td>$85,894</td>
</tr>
<tr>
<td>Adjunct Flex (2008-09 Adopted Budget)</td>
<td>$62,000</td>
</tr>
<tr>
<td>Adjunct Substitute (2008-09 Adopted Budget)</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

**Total Salaries (Total Compensation)** $8,002,930

### Additional Compensation - 2008-09 Budget

- **Step Increases**  
  - (Advancement to Step 2 or 3 of Salary Schedule E) 1.06% $84,463
- **Associate Program Increases**  
  - (Advancement to the Academic Associate portion of Salary Schedule E) 0.35% $28,338

**Totals** 2.41% $192,830

### Cost Proposals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less:</td>
<td>$8,002,930</td>
</tr>
<tr>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$-</td>
</tr>
<tr>
<td>Total Cost Proposals</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Balance Available for Salary Schedule Increase**  
1.00% $80,029

**Salary Schedule % Increase**  
1.00%