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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

BUSINESS MEETING

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

2:30 p.m.
Wednesday, November 11, 2009

The meeting will begin at 2:30 p.m. with Closed Session.
Open Session will begin at 4:00 p.m. (public welcome).

1. PRELIMINARY FUNCTIONS

1.1 Call to Order/Establishment of a Quorum - Public Comment on Closed Session Items

1.2 CLOSED SESSION
1.2a Conference with Labor Negotiators (pursuant to Government Code §54957.6)
Santa Clarita Community College District Representative: Dr. Dianne Van Hook
All Unrepresented Employees

1.3 Flag Salute

1.4 Approval of Agenda ACTION

1.5 Welcome to Guests/Recognition of Staff Representative(s)
It is the desire of the Board to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Audience members may address the Board at this time. When acknowledged by the President of the Board, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Audience members may also request to speak to an agenda item being considered by the Board during the course of the meeting through recognition by the President of the Board.)

1.6 Approval of Minutes ACTION
   • October 29, 2009 – Joint Meeting with the ASG Officers

1.7 Recognition / “Up Close and Personal” ORAL
   • COC Hockey Team
2. **CONSENT CALENDAR**

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

   3.1 Approval of New and Modified Courses and Programs
   3.2 Approval of Contract Between Santa Clarita Community College District and ACCENT for Educational Travel, Summer Session 2010
   3.3 Approval of Renewal of Contracts Between Santa Clarita Community College District and Health Care Facilities (Various) for Nursing Program (Allied Health)
   3.4 Approval of Renewal of Contract Between Santa Clarita Community College District and California State University, Los Angeles for Nursing Program (Allied Health)
   3.5 Approval of Amendment to the Contract Between Santa Clarita Community College District and Kaiser Foundation Hospital for Nursing Program (Allied Health)
   5.1 Approval of Purchase Order Schedule PO 09/10-4
   5.2 Approval of Travel Authorizations Schedule T 09/10-9
   5.3 Approval of Quarterly Financial Status Report: Quarter Ended September 30, 2009
   6.1 Approval of Notices of Completion (Window Coverings and Exterior Signage)
   6.2 Approval of Release of Retention for the Dr. Dianne G. Van Hook University Center Construction Project (Air-Ex Air Conditioning, Inc., Nevell Group, Inc., and Santa Barbara Glass)
   6.3 Approval of Addendum #01 for the Aliso Clean Room Remodel Project (Pacific Mechanical Services)
   6.4 Approval of Addendum #10 to Construction Administration Contract for the Dr. Dianne G. Van Hook University Center Construction Project (Flewelling & Moody)
   6.5 Approval of Contract for Temporary Construction Workers for the Dr. Dianne G. Van Hook University Center Tenant Improvement Project (SelectRemedy)
   6.6 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project (Various)
   6.7 Approval of Contract for the Del Valle Regional Training Center for Geotechnical Services (J.C. Chang & Associates)
   6.8 Approval of Contract for the Del Valle Regional Training Center for Labor Compliance Services (The Solis Group)
   6.9 Approval of Contract for Scheduled Maintenance Project: Replace Walk-In Refrigerator/Freezer in Kitchen, Student Center (Advanced Centrifugal Systems)
   6.10 Approval of Contract for Testing and Inspection Services for the Mentry Hall Expansion Construction Project (DC Inspections)
   7.1 Approval of Personnel Schedule PERS 2009/2010-08

3. **INSTRUCTIONAL SERVICES**

   3.6 Approval of Payments for Supplementary Services for Full-Time Faculty; Information on Full-Time Faculty Reassigned Time, Overload and Extra Session Payments to Date 2009-2010
   3.7 Ratification of Agreement Between Santa Clarita Community College District and Butte College (Global Corporate College Training for Sam’s Club Through the Employee Training Institute)
   3.8 Presentation of Accountability Reporting for the Community Colleges (ARCC/AB1417) Report and Update on the Skills4Success Initiative

4. **STUDENT SERVICES**

   None.

5. **BUSINESS SERVICES**

   See Consent Calendar.
6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**  
See Consent Calendar.

7. **HUMAN RESOURCES**  
See Consent Calendar.

8. **INSTITUTIONAL DEVELOPMENT, TECHNOLOGY and ONLINE SERVICES**  
None.

9. **POLICIES AND PROCEDURES**  
None.

10. **GENERAL**  
10.1 Acceptance of Annual Gifts to the College of the Canyons Foundation for the Period July 1, 2008 through June 30, 2009  
ACTION

10.2 Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items  
ACTION

11. **REPORTS**  
11.1 Academic Senate Report  
ORAL

11.2 Classified Senate Report  
ORAL

11.3 Other Organization/Committee Reports  
ORAL

11.4 Board Liaison Committee Member Report  
ORAL

11.5 Chancellor’s Report  
ORAL

11.6 Reports and/or Announcements by Board Members, Student Trustee, and/or Staff on Meetings and Conferences Attended  
ORAL

11.7 Comments by Members of the Audience on Any Item NOT ON THE AGENDA  
ORAL

11.8 New Requests/Recap of Requests Made During the Meeting by Board Members to Have an Item Placed On A Future Agenda  
ORAL

12. **ANNOUNCEMENT OF NEXT MEETING**  
Wednesday, December 2, 2009 – Organizational and Business Meeting, 5:00 pm – Closed Session, 6:30 pm – Open Session, Board Meeting Room (HSLH-137), Hasley Hall, College of the Canyons.

**AND ADJOURNMENT**

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If you need a disability-related modification or accommodation (including auxiliary aids or services) to participate in the public meeting, or if you need an agenda in an alternate form, please contact the Chancellor’s Office at College of the Canyons at least 24 hours before the scheduled meeting.
BACKGROUND / ANALYSIS:
The following list represents 14 new courses, 60 course modifications, 2 new programs and 8 program modifications that were approved by the Curriculum Committee of the Academic Senate, and subsequently by the Academic Senate for the September 3rd, 2009 through October 1st, 2009 Curriculum Committee meetings. Of the 14 new courses that were approved, 8 are new Non-Credit courses and 3 are new Honors courses. Curriculum is constantly evaluated to ensure course content and delivery methods meet the needs of the community at large. This agenda item represents a major effort on the part of the faculty to implement the Program Reviews for their departments and initiate changes to ensure courses and programs remain current in each field of study. As each piece of curriculum is processed, the Student Learning Outcomes (SLO) are also updated.

In addition, the Curriculum Committee approved 24 courses to be deleted from our inventory and 11 courses were approved to be offered via a distance learning format since the beginning of the 2009-2010 Academic Year.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
Move approval of new and modified courses and programs.

Submitted by: Patrick Backes
Curriculum Coordinator

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

Approval for submission to Board of Trustees:
Dr. Dianne G. Van Hook
Chancellor
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

PAGE: Two
AGENDA CATEGORY: INSTRUCTIONAL SERVICES
ITEM TITLE: Approval of New and Modified Courses and Programs
MEETING DATE: November 11, 2009

New Courses:
MEA  110  Writing for Journalism and New Media
MEA  230  Online Production and New Media Management
SOCI  136  Field Experience in Qualitative Research

New Honors Courses:
ANTHO  101H  Physical Anthropology – Honors
HIST  102H  The Role of Women in US History – Honors
SOCI  200H  Introduction to Women’s Studies – Honors - *Approved for Distance Learning Format

New Non Credit Courses:
NC.ESL  1A  Beginning Low A
NC.ESL  1B  Beginning Low B
NC.ESL  2A  Beginning High A
NC.ESL  2B  Beginning High B
NC.ESL  3A  Intermediate Low A
NC.ESL  3B  Intermediate Low B
NC.ESL  4A  Intermediate High A
NC.ESL  4B  Intermediate High A

New Programs:
ESL Beginning Level  4 Courses - NC.ESL 1A, 1B, 2A, 2B.
ESL Intermediate Level  4 Courses - NC.ESL 1A, 1B, 2A, 2B.

Modified Courses:
ARCHT  140  Materials and Methods of Construction - *Approved for Distance Learning Format
ARCHT  180  Codes and Zoning Regulations - *Approved for Distance Learning Format
BIOSCI  130  Contemporary Issues in Environmental Biology
CIT   140  Survey of Microsoft Office Programs
CIT   171  Website Development II
CIT   174  Web Development: Fireworks
CMPNET 153  Wireless LANs
CONST  101  Intro to Construction and Construction Engineering - *Approved for Distance Learning Format
ECON   170  Economic History of the U.S. - *Approved for Distance Learning Format
ENGL   106  Creative Writing – Nonfiction
ENGL   264  Study of Fiction
ENGL   265  Introduction to Drama
ENGL   273  World Literature I - *Approved for Distance Learning Format
FRNCH  150  Beginning Conversational French
GEOG   101  Physical Geography - *Approved for Distance Learning Format
GERMAN  101  Elementary German I
GMD    041  Introduction to Design
GMD    070  Introduction to Web Graphics
GMD    071  Introduction to Dreamweaver
GMD    074  Introduction to Flash

*Approved for Distance Learning Format

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3.1, Page 2
Nov. 11, 2009
Modified Courses (cont):
GMD  077  Introduction to After Effects
GMD  094L  Graphics Lab
GMD  097L  Multimedia Lab
GMD  101  Introduction to Digital Media
GMD  142  2-D Computer Illustrations
GMD  144  Graphic Design I
GMD  145  Type and Typography
GMD  172  Desktop Video
GMD  177  Web Page Design I
HIST  170  Economic History of the U.S. - *Approved for Distance Learning Format
HLHSCI  051  AHA BLS for Healthcare Providers (CPR)
ID  091  Art and Accessories in Interior Design - *Approved for Distance Learning Format
ID  097  Special Topics: Interior Design - *Approved for Distance Learning Format
ID  105  Introduction to Production Design - *Approved for Distance Learning Format
KPEA  112  Sailing
KPEA  119  Backpacking and Wilderness Survival
KPEA  120  Rock Climbing
KPEI  152  Conditioning for Intercollegiate Sports
KPEI  153  Off Season Conditioning for Intercollegiate Sports
KPET  108  Theory and Analysis of Soccer
MATH  026  Arithmetic – Computer Assisted
MFGT  132  CAD/CAM II
MEA  102  History of Animation
MEA  125  News Reporting and Anchoring
MEA  225  Advanced News Media Production
MUSIC  090L  Electronics Music Lab
MUSIC  116  Performance Ensembles for Music Theater
MUSIC  173  Jazz Vocal Ensemble
PARLGL  105  Tort Law
PARLGL  107  Legal Ethics
PHOTO  090L  Photographic Lab Practices
PHOTO  091L  Advanced Photography Lab
REAL  150  Mortgage Loan Brokering
REC  124  Challenge Ropes Course Experience
SOCI  198  Special Topics in Sociology
SOCI  198C  Child Maltreatment
SOCI  198G  Society, Environment and Religion
SOCI  198H  Society, Genocide, and Human Rights
SOCI  198S  Voice of a Stranger
SOCI  200  Introduction to Women’s Studies
Program Modifications:
Fine Art Photography Certificate of Achievement  Reduced units from 30 to 21
Manufacturing Technology A.S. Degree  Revised Required Courses & Electives
Manufacturing Technology Certificate of Achievement  Revised Required Courses & Electives
Music; Composition A.A. Degree  Increased units from 18 to 24
Music; Concert Performance A.A. Degree  Increased units from 18 to 24
Music; Performance/Guitar A.A. Degree  Increased units from 18 to 24
New Media Journalism A.A. Degree  Updated Program Title, Units from 24 to 26.5
Paralegal Studies A.A. Degree  Increased units from 30 to 31

Course Deletions:
ANIM  140  Introduction to 3-D Studio/Max Animation
ANIM  240  Advanced 3-D Studio/Max Animation
BIOSCI  218  Introduction to Oceanography
BIOSCI  231  Advanced Topics in Biotechnology
CMPSCI  191  CGI Programming: Perl
ECE  173  Childhood Nutrition
ECON  130  Consumer Electronics
ECON  140  Real Estate Economics
ECON  230  Comparative Economic Systems
ENGR  112  Mechanical Drafting II
GMD  271  Advanced Digital Photography
HIST  299  Directed Study in History
MATH  120  Math for Liberal Arts Students
MFGT  103  Introduction to Automated Manufacturing
MFGT  133  CAD/Cam III
PHOTO  165  Digital Photography I
PSYCH  150  Crisis Intervention and Management
RTVF  076  Intro to DVD Studio Pro
RTVF  082  Intro to Avid Digital Editing
RTVF  115  Writing for Broadcasting
RTVF  175  Intro to Radio Production
RTVF  255  Advanced Screenplay Writing
RTVF  290  RTVF Portfolio
WEL  150  Welding Technology
BACKGROUND / ANALYSIS:
Educational travel provides students an opportunity to broaden their knowledge and personal perspectives, as well as to enhance their ability to effectively apply what they have learned in a broader world context. Professors Pierre Etienne and Robert Walker are offering an interdisciplinary study program, French and Art, that consists of 32 days/30 nights in Summer 2010. The courses are: French 150, Beginning Conversational French, French 198, Special Topics in French Language, Literature, and Culture, and Art 205, Landmarks of Art. The program extends from June 10 to July 10, 2010, in Paris, France.

The trip will be booked through ACCENT International Consortium for Academic Programs Abroad, Ltd. (ACCENT). ACCENT has been providing service related to educational travel for 18 years. In Summer 2006 and 2008, Professors Etienne and Walker conducted a similar educational travel program to Paris utilizing ACCENT and experienced excellent service.

ACCENT is a fully bonded and state-licensed travel agency (California Seller of Travel number 1013432-40), with the expertise and experience needed to provide travel service. ACCENT will book the trip (air, lodging, transfers, special site visits, meals, classroom space, and study excursions). The contract is distributed under separate cover and is available through the Instruction Office upon request.

FISCAL IMPLICATIONS:
None. All costs associated with the contract are borne by the participants.

RECOMMENDATIONS:
Move approval of Contract Between Santa Clarita Community College District and ACCENT International Consortium for Academic Programs Abroad, Ltd. for Educational Travel, Summer Session 2010.

Submitted by:
Mr. James Glapa-Grossklag
Dean, Distance Learning Programs and Training

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

Recommended by:
Dr. Mitjl Capet
Asst. Superintendent/VP, Instruction
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR/FIELD STUDY
TRAVEL AGREEMENT

Paris, France (“Paris Trip”)

June 9, 2010, to July 10, 2010 (“Trip Period”)

THIS EDUCATIONAL TOUR/FIELD STUDY TRAVEL AGREEMENT (“Agreement”) is made this day of 2009 (“Effective Date”), between Santa Clarita Community College District (“District”), a California community college district and political subdivision of the State of California, located in Los Angeles County, State of California, and ACCENT INTERNATIONAL CONSORTIUM FOR ACADEMIC PROGRAMS ABROAD, LIMITED (“ACCENT”), a California corporation in good standing. The District and ACCENT may be referred to herein individually as “Party” and collectively as “Parties.”

A. WHEREAS, the District has an Educational Tour/Field Study Program, which is designed to provide District’s students who enroll in related and appropriate courses opportunities to broaden their knowledge of, and exposure to, other people and cultures by traveling to, touring, and studying in other states in the United States or other countries. Courses within the District’s Educational Tour/Field Study Program are taught and supervised by District faculty members (“Trip Instructors”).

B. WHEREAS, ACCENT is an organization that works with colleges and universities to provide study abroad programs that can be incorporated as part of college or university courses. ACCENT offers a study abroad program in Paris, France, and has an office in Paris (“ACCENT Paris Program”), France, known as the ACCENT Paris Center, located at 89, rue du Faubourg Saint Antoine, 75011 Paris, France (“ACCENT Paris Center”).

C. WHEREAS, District desires to incorporate certain components of the ACCENT Paris Program as set forth in this Agreement into the District’s Educational Tour/Field Study Program.

D. WHEREAS, the District and ACCENT desire to enter into this Agreement and to set forth the terms and conditions whereby District students who are enrolled in related and appropriate District courses as part of the District’s Educational Tour/Field Study Program may incorporate ACCENT’s Paris Program as part of the students’ learning experience and course work. The travel to and from, study and stay in, and tour in and around Paris, France as arranged by ACCENT for District under this Agreement are referred to collectively as “the Paris Trip”. The Paris Trip, the ACCENT Paris Program (to the extent and scope set forth in this Agreement), and the related District Educational Tour/Field Study Program courses are collectively referred to in this agreement as “the Paris Program”.

IN CONSIDERATION of the covenants, promises and agreements of the District and ACCENT herein contained, District and ACCENT hereby covenant, promise and agree as follows:

1. INSTRUCTIONAL SERVICES BY DISTRICT. Except as provided in Paragraphs 4 and 11 of Exhibit A, District shall arrange for, and provide, at District’s expense, all instructional services to District’s students participating in the (“Trip Participants”), including but not limited to appropriate course announcements, course descriptions and registration prerequisites, selection and registration of Trip Participants, conduct pre-trip orientation for Trip Participants and Trip Instructors regarding College’s academic and other requirements relating to the Paris Program, lectures by Trip Instructors, supervision of Trip Participants during course instruction, trips, and excursions that are part of the Paris Program, instruction by Trip Instructors and evaluation, for the Paris Program.

2. TRAVEL AND LOGISTICAL SUPPORT SERVICES BY ACCENT. ACCENT, directly and through subcontractors retained by ACCENT, shall arrange for and provide all travel arrangements, pre-departure and other orientations as set forth in Paragraph 4 of Exhibit A, orientation and promotional materials, transportation (not including transportation from and to Paris, France), lodging for Trip Participants and Trip Instructors, use of
the ACCENT Paris Center by Trip Instructors, Trip Participants, guest speakers or lecturers to the Paris Program, and logistical support services for the Paris Program (collectively “Services”), the details of which are set forth in Exhibit A attached hereto and made a part of this Agreement.

3. PROMOTIONAL MATERIAL. ACCENT may prepare and provide, at ACCENT’s own expense, promotional material, which must have the written approval of the District’s Dean-Distance Learning and Training, before publication and distribution to District students who may be interested in participating in the Paris Trip. Such material shall prominently display the statement: “INSTRUCTIONAL ACTIVITIES PROVIDED BY COLLEGE OF THE CANYONS.”

4. PAYMENTS.

   a. No Payment by District and Trip Instructors. The Parties understand and agree that District and Trip Instructors are not responsible for and shall not pay ACCENT for any portion of the Trip Fees listed in Paragraph 13 of Exhibit A. In addition and except as expressly provided in this Agreement, District and Trip Instructors are not obligated to and shall not pay ACCENT for any costs and expenses for or relating to the Paris Program.

   b. Payment by Trip Participants for Paris Program.

      (1) Trip Participants shall pay all Trip Fees set forth in Paragraph 13 of Exhibit A and any travel expenses directly to ACCENT, except where ACCENT retains a separate travel agency to provide travel arrangements for the Paris Trip in which case ACCENT shall provide in writing to District and Trip Participants all information necessary for the Trip Participants to make payments directly to the travel agency. All checks drawn by Trip Participants to ACCENT shall be made to the order of “ACCENT”.

      (2) ACCENT shall manage all Trip Fees and other payments collected by ACCENT from Trip Participants in accordance with applicable federal and California laws and regulations, and the requirements of this Agreement. Any and all Trip Fees and other payments received by ACCENT shall be held in trust for the benefit of the Trip Participants who paid the Trip Fees and such other payments.

      (3) All Trip Fees are itemized and set forth in Paragraph 13 of Exhibit A. Cost figures in Paragraph 13 shall not be changed, except where the costs are based on tariffs and foreign exchange rates in effect on the Effective Date and the possibility of such changes is expressly stated in Exhibit A. Changes in costs due to tariffs or foreign exchange rates do not require an amendment to Exhibit A and this Agreement.

5. CANCELLATION OF PARIS PROGRAM AND TERMINATION OF AGREEMENT.

   a. Cancellation of Participation in Paris Program by Trip Participants. Trip Participants may cancel their participation in the Paris Program in accordance with and subject to Paragraph 15 of Exhibit A. Except as provided in c. below, cancellation by Trip Participants in the Paris Program shall not result in the termination of this Agreement.

   b. Cancellation of Paris Program Not related to State Department Warning or Insufficient Trip Participants.

      (1) Cancellation by District. District, upon written notice to ACCENT not later than seventy (70) days before the Trip Departure Date stated in Paragraph 1 of Exhibit A, may cancel the Paris Program and terminate this Agreement.

      (2) Force Majeure. The provisions in this paragraph shall apply if either Party is delayed or prevented from performing any act or rendering any services required under this Agreement by a Force Majeure Event, as that term is defined below. No Party shall be liable for any failure or delay in performing this Agreement if the failure or delay is proximately caused by a Force Majeure Event, and such failure or delay is beyond the control of the Parties and which by the exercise of due diligence by the Parties could not reasonably have avoided the Force Majeure Event and such Force Majeure Event was not avoided. A “Force Majeure Event” shall mean events or circumstances beyond the Parties’ reasonable control and occurring without any fault or negligence of a Party, and which by the exercise of due diligence by the Parties could not reasonably
have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts, including sanction, embargo, and import or export regulation, or order. A Force Majeure Event shall not include events or circumstances that are within a Party’s reasonable control or that occurs as a result of or arises from a Party’s act or omission, which events or circumstances include, but are not limited to, failure by a Party and/or its subcontractors, suppliers, or agents to meet their legal or contractual obligations where no Force Majeure Event has occurred; disruption in services to a Party caused by one or more of the following: server failures, software glitches, disputes with subcontractors, suppliers, or other agents or parties, or disputes between ACCENT and its employees.

(3) In the event of a cancellation of the Paris Program as provided in b.(1) or b.(2) above, ACCENT shall refund, in full, within a reasonable time but by no later than thirty (30) days after the effective cancellation date or the occurrence of the Force Majeure Event, all Trip Fees and other payments received by ACCENT from Trip Participants, minus any non-recoverable charges or expenses (e.g., the airlines may impose a cancellation fee (typically $150), and/or certain pre-paid deposits to hotels or accommodation providers may not be refundable) incurred by ACCENT in which case ACCENT shall provide written notice to District and the applicable Trip Participants itemizing such charges or expenses with supporting documentation.

c. Cancellation of Paris Program Due to Insufficient Number of Trip Participants.

(1) Either Party may, upon written notice to the other Party not later than thirty (30) days prior to the Trip Departure Date stated in Paragraph 1 of Exhibit A (or fewer days of notice upon the express mutual, written agreement of District and ACCENT), cancel the Paris Program and terminate this Agreement if the minimum number of Trip Participants in the Paris Program is below twenty-five (25) students at the time of the written notice.

(2) In the event of a cancellation of the Paris Program as provided in c.(1) above, ACCENT shall refund, in full, within a reasonable time but by no later than thirty (30) days after the effective cancellation date, all Trip Fees and other payments received by ACCENT from Trip Participants, minus any non-recoverable charges or expenses (e.g., the airlines may impose a cancellation fee (typically $150), and/or certain pre-paid deposits to hotels or accommodation providers may not be refundable) incurred by ACCENT in which case ACCENT shall provide written notice to District and the applicable Trip Participants itemizing such charges or expenses with supporting documentation.

d. Cancellation of Paris Program by District Related to U.S. Department of State Travel Warning.

(1) ACCENT actions shall be based on the official travel warnings issued by the U.S. Department of State (“State Department”) relating to travel to France. There are two distinct levels of travel warnings:

(a) The State Department recommends that U.S. citizens avoid and deter travel to a particular country.
(b) The State Department publishes travel warnings in which U.S. citizens visiting or living in a particular country must immediately evacuate the country.

(2) In the case that one of the warnings in d.(1) above or other warnings recommending against travel to France is issued by the State Department, ACCENT will immediately notify District of the warning(s) and consult with District in terms of cancellation of the Paris Program. District, in District’s discretion, may cancel the Paris Program by providing written notice to ACCENT of the cancellation of the Paris Program and the effective date of such cancellation, in which case one of the following three scenarios shall apply:

(a) Scenario 1 – District Cancels the Paris Program Before Trip Participants Paid Trip Fees. In this event, the following shall apply:

   i. ACCENT will waive all Cancellation Fees set forth in Paragraph 15 of Exhibit A.
   ii. This Agreement shall terminate effective the date stated in District’s written notice of cancellation, excepting the obligations.
(b) Scenario 2 - District Cancels the Paris Program After Trip Participants Paid Trip Fees But Prior to the Trip Departure Date. In this event, the following shall apply:

i. ACCENT will waive all Cancellation Fees set forth in Paragraph 15 of Exhibit A.

ii. ACCENT will make every reasonable effort to recover all Trip Fees and other payments made to suppliers of services, such as airlines, hotels, institutes and others. ACCENT will also make every reasonable effort to refund and obtain refunds of all Trip Fees and other payments paid by Trip Participants. However, some portion of the Trip Fees and other payments made by Trip Participants may not be refundable and/or a portion may take awhile until it is refunded by the service providers, in which case ACCENT shall provide written notice to District and the applicable Trip Participants stating information to this effect. For example, the airlines may impose a cancellation fee (typically $150), and/or certain pre-paid deposits to hotels or accommodation providers may not be refundable.

iii. Except for ACCENT’s obligations set forth in (b) i. and ii. above and as may otherwise be expressly reserved in other provisions, this Agreement shall terminate effective the date stated in District’s written notice of cancellation.

(c) Scenario 3 – District Cancels the Paris Program While In Progress. In this event, the State Department will have issued a travel warning stating that U.S. citizens must evacuate France while the Paris Program is in progress. In such event, the following shall apply:

i. ACCENT will make every reasonable effort to fly the Trip Participants and Trip Instructors back to their point of origin (e.g., if a Trip Participant flew from San Francisco, ACCENT will make every reasonable effort to have that Trip Participant returned to San Francisco) at the Trip Participants’ and Trip Instructors’ expense, as swiftly as possible.

ii. ACCENT will waive all Cancellation Fees set forth in Paragraph 15 of Exhibit A.

iii. ACCENT shall make every reasonable effort to obtain refunds of Trip Fees and other payments made by Trip Participants for unused services from suppliers and ACCENT’s subcontractors. However, some payments may not be refundable and/or the payments may take awhile until they are actually refunded by the service providers, in which case ACCENT shall provide written notice to District and the applicable Trip Participants stating information to this effect.

iv. Except for ACCENT’s obligations set forth in (c) i., ii., and iii. above and as may otherwise be expressly reserved in other provisions, this Agreement shall terminate effective the date stated in District’s written notice of cancellation.

e. Termination of Agreement and Cancellation of Paris Program – Other Grounds:

(1) This Agreement may also be terminated during the Term for any of the following grounds, and in each case, the Paris Program shall be deemed cancelled on the effective termination date of this Agreement:

(a) District may, at District’s discretion and upon thirty (30) days written notice to ACCENT, terminate this Agreement if ACCENT materially breaches any of the material terms and conditions of this Agreement.

(b) The Parties may terminate this Agreement by mutual agreement set forth in writing and signed by the Parties.

(c) If ACCENT shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of ACCENT, or of all or a substantial part of the assets of ACCENT, (2) be unable, fail, or admit in writing ACCENT’s inability generally to pay ACCENT’s debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against ACCENT under applicable federal bankruptcy law, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against ACCENT in any bankruptcy, reorganization, or insolvency proceeding, District, at District’s election and upon providing written notice to ACCENT may terminate this Agreement effective on the date specified in District’s notice of termination.
(d) If an order, judgment, or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of ACCENT or of all or a substantial part of the assets of ACCENT, in each case without ACCENT’s application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for thirty (30) consecutive days, District, at District’s election and upon providing written notice to ACCENT, may terminate this Agreement effective on the date specified in District’s notice of termination.

(e) If ACCENT fails to provide any of the insurance required of ACCENT by this Agreement, District, upon providing ACCENT with written notice, may terminate this Agreement effective on the date stated in District’s written notice.

(f) Any assignment or transfer of this Agreement by ACCENT constitutes a material breach of this Agreement and District, at District’s sole discretion and upon written notice to ACCENT, may terminate this Agreement effective on the date stated in District’s written notice.

(2) In the event of termination of this Agreement and cancellation of the Paris Program for any of the grounds set forth in (1) above, ACCENT shall waive all Cancellation Fees set forth in Paragraph 15 of Exhibit A and return to Trip Participants all Trip Fees and other payment made by Trip Participants.

(3) The termination or expiration of this Agreement shall not relieve any Party from any liability arising from breach of this Agreement.

6. RESTRICTIONS ON TRIP PARTICIPANTS. Each Trip Participant shall be registered in the District course related to the Paris Program. Though registration in the course is open to the public, some individuals may be denied admission by District on the basis of academic prerequisites or other constraints. ACCENT SHALL NOT MAKE THE PARIS TRIP AND PARIS PROGRAM AS SET FORTH IN THIS AGREEMENT AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF THE DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT’S ASSISTANT SUPERINTENDENT, VICE PRESIDENT-INSTRUCTION, IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS PARTICIPATE IN THE PARIS PROGRAM, WHETHER WITH OR WITHOUT DISTRICT’S WRITTEN PERMISSION, ACCENT HEREBY ASSUMES ALL COSTS, EXPENSES, DAMAGES, AND LIABILITY FOR SUCH NON-STUDENT PARTICIPATION. Prior to the Trip Departure Date, ACCENT shall provide the District’s Dean-Distance Learning and Training, at the address set forth below, with a roster of all Trip Participants and Trip Instructors, showing each person’s name, address and telephone number; emergency contact, address and telephone number; as well as the same information for any non-student the District has agreed, in writing, to allow to participate in the Paris Program.

7. EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE. ACCENT shall forward a copy of all correspondence between ACCENT and any Trip Participant or Trip Instructor to District’s Dean-Distance Learning and Training, to the address set forth below.

8. INDEMNIFICATION.

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

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

c. Survival of Obligations. The obligations set forth in this Paragraph 7 shall survive the termination of this Agreement.

d. No Limitation by Insurance. Neither the existence of any of the insurance coverage required to be carried by ACCENT pursuant to this Agreement, nor the minimum coverage limits specified in this Agreement with respect to any such coverage, shall be deemed to limit or restrict in any way ACCENT’S liability arising under or out of this Agreement. The Parties shall be liable to the fullest extent provided under this Agreement and permitted by law without regard to whether insurance exists with respect to any liability on the Parties’ part under this Agreement.

9. AFFIRMATIVE ACTION. ACCENT shall not discriminate 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 in ACCENT’s acceptance, assignment, or treatment of Trip Participants and Trip Instructors.

10. LIQUIDATED DAMAGES. ACCENT acknowledges that the District is a public educational entity that makes no economic gain on travel arrangements for the Paris Trip. If ACCENT fails to perform in accordance with this Agreement, and should such failure by ACCENT cause hardship to the Trip Participants, it would be impracticable and difficult for the Parties to fix the amount of damages sustained by Trip Participants. Therefore, the District and ACCENT shall presume that the minimum amount of damages that will be sustained by Trip Participants will be One Hundred Dollars ($100.00) per Trip Participant. ACCENT shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Trip Participant from claiming, and from being awarded, upon proper proof thereof, damages in a greater amount than the liquidated damages amount specified in this paragraph, and shall not preclude District from seeking any and all damages and loss pursuant to this Agreement or in equity or law resulting from ACCENT’s failure to perform in accordance with this Agreement. In addition to the amount provided in this paragraph, Trip Participants shall be entitled to and ACCENT shall refund the full amount of all Trip Fees and any other payments paid by the Trip Participants within thirty (30) days of the termination of this Agreement.

11. TRAVEL AGENTS. All travel agents used by ACCENT to arrange for transportation shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent’s association.

12. TRIP PARTICIPANT AND TRIP INSTRUCTOR’S INSURANCE REQUIREMENTS. Trip Participants and Trip Instructors shall procure and maintain insurance as required by Paragraph 10 of Exhibit A.

13. GENERAL LIABILITY INSURANCE. ACCENT shall, for the full duration of the Trip Period, maintain a comprehensive, worldwide, general liability policy or policies insuring ACCENT’s activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, arising out of ACCENT’s operation or (b) personal injury arising out of ACCENT’s operations.

a. ACCENT shall provide a valid Certificate of Insurance and/or other proof of insurance satisfactory to District for the Paris Program to the District’s Contract Services’ office naming the District and District’s Board of Trustees, officers, employees, and agents as additional insured with a per occurrence limit of not less than Seven Million Dollars ($7,000,000.00) with evidence that the policy covers the worldwide exposures of the Paris Program. The Certificate of Insurance and/or other proof of insurance as District may require shall be submitted
with this executed Agreement to the Contract Services’ office by no later than thirty (30) days prior to the Trip Departure Date.

b. ACCENT represents that it has in effect Commercial General Liability Insurance of Seven Million Dollars ($7,000,000), each occurrence limit, and shall maintain in full force and effect such insurance for the full duration of the Trip Period.

14. ACCENT INFORMATION AND IDENTIFICATION. ACCENT shall maintain on file with the District, at all times during the Term of this Agreement, an accurate information sheet listing the person(s) at ACCENT responsible for assisting District with the Paris Program and providing the Services under this Agreement along with the(ir) address, telephone number, facsimile number and email address.

15. EXCLUSIVITY. This Agreement shall not be an exclusive Agreement with ACCENT. District may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.

16. TERM. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until ninety-days (90) after the Trip Return Date stated in Paragraph 1 in Exhibit A (“Term”, unless this Agreement is terminated during the Term as provided above in this Agreement.

17. NO ASSIGNMENT/TIME IS OF THE ESSENCE. This Agreement is for the particular services of ACCENT and shall not be assignable by ACCENT, in whole or in part, without the prior written consent of District; however, ACCENT shall be entitled to utilize appropriate subcontractors necessary to fulfill the specifications in Exhibit A hereto. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon, and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the respective Parties hereto. Trip Participants and Trip Instructors are intended third party beneficiaries of this Agreement. Other than as stated in this paragraph, there are no other intended or incidental third party beneficiaries to this Agreement.

18. NO MODIFICATION OF AGREEMENT. This Agreement constitutes the full and complete understanding of the Parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. No prior or contemporaneous agreements, representations or understandings that are not set forth herein shall be binding upon the Parties. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties.

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

To the District: Sharlene L. Coleal
Assistant Superintendent, Vice President-Business Services
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355

To ACCENT: Ms. Allison Keith, Director
870 Market Street Suite #1026
San Francisco, CA 94102

20. CONTROLLING LAW. This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. ACCENT warrants and agrees that any suit brought by District or any Trip Participant against ACCENT based upon or to enforce this Agreement may be brought in any federal or California court of competent jurisdiction.
jurisdiction, with venue in Los Angeles County. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.

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

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

22. **INDEPENDENT CONTRACTOR.** Contractor is retained as an independent contractor. Contractor and all of Contractor’s officers, employees, and agents are not officers, employees, or agents of District.

23. **ADVERTISING.** Other than as expressly stated in this Agreement, Party shall not use the other Party’s name or logo in any descriptive or promotional literature or communication of any kind without the other Party’s prior written consent.

24. **AUTHORITY TO SIGN.** Each person signing this Agreement on behalf of a Party represents that he or she is authorized to sign on behalf of, and to commit and bind the Party to this Agreement.

25. **APPROVAL OF DISTRICT’S BOARD OF TRUSTEES.** Pursuant to Education Code section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District’s Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:  
Authorized Representative  
Print  
Name  SHARLENE L. COEAL  
Print  
Title  VICE PRESIDENT, BUSINESS SERVICES  

ACCENT

BY:  
Authorized Representative  
Print  
Name  RAY VERNON  
Print  
Title  EXECUTIVE DIRECTOR, ACCENT  

Board Meeting  
Date of Approval
EXHIBIT A

SPECIFIC TRIP DETAILS

1. Trip Dates:

<table>
<thead>
<tr>
<th>Trip Departure Date</th>
<th>Arrive Paris</th>
<th>Trip Return Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depart U.S.</td>
<td>Thursday, June 10, 2010</td>
<td>Saturday, July 10, 2010</td>
</tr>
<tr>
<td>Arrive Paris</td>
<td>Wednesday, June 9, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Number of nights: 30

2. Paris Program Housing & Food for Trip Participants:

(a) Double occupancy rooms in the Cité Universitaire, located at 39 Boulevard Jourdan in Paris, France, 75014 or similar student residences or homestays (stay within the residence of a family) located in Paris, France will be provided for the duration of the Trip Period for the Paris Program to Trip Participants.

(b) Exact housing placements for Trip Participants will be given to each Trip Participants with a copy to the Trip Instructors upon arrival in Paris, France.

(c) Supplemental Program Fee, as listed in Paragraph 13 below, will be charged for a homestay (single occupancy room) or a single room in a student residence, when available. Single rooms are limited and availability will not be known until approximately 1-2 weeks prior to the Trip Departure Date.

(d) ACCENT is able to provide the housing referenced in (a) above up to the maximum number of Trip Participants specified in the “Pricing” paragraph (35 Trip Participants). If the maximum number of spaces has been filled, ACCENT will find comparable or alternative housing options for Trip Participants in Paris France, based on availability.

(e) Trip Participants housed in homestays will receive breakfast daily. No other meals are included in the Paris Program.

3. Transportation:

(a) Optional Round-Trip Group Flight.

(i) ACCENT will organize an optional round-trip group flight from LAX to Paris on a regularly scheduled airline. **AIRFARE IS NOT INCLUDED IN THE TRIP FEES.** ACCENT will communicate in writing information regarding the optional round-trip, at a minimum stating the flight schedule, the airports of departure and arrival, and the price of the round-trip, to District’s Dean-Distance Learning and Training, Trip Instructors, and Trip Participants by no later than December 1, 2009. Trip Participants and Trip Instructors who will be taking the group flight must notify ACCENT in writing with a copy to District’s Dean-Distance Learning and Training by no later than March 1, 2010.

(ii) The group flight must have a minimum of 10 persons consisting of Trip Participants and/or Trip Instructors. Trip Participants and Trip Instructors who will be taking the round-trip group flight shall pay in full to ACCENT the required payment by no later than March 1, 2010. Space on the group flight cannot be guaranteed after flight payment deadline of March 1, 2010.

(iii) ACCENT representative(s) will meet Trip Participants and Trip Instructors who take the group flight at the appropriate airport in Paris on June 10, 2010 (Paris Arrival Date).

(iv) For group flight Trip Participants and Trip Instructors, ACCENT will arrange a transfer by rental bus, taxi or shuttle from the airport to each person’s assigned housing on the day of arrival, and from designated departure point in Paris to the airport on the group departure date.
(b) **Non-group-flight Trip Participants and Trip Instructors** are responsible for checking in at the ACCENT Paris Center between 9 a.m. and 5 p.m. on the Paris Arrival Date (June 10, 2010) and are responsible for all transportation/transfer arrangements and costs. Trip Participants or Trip Instructors who are unable to check-in by 5 p.m. on the Paris Arrival Date must be prepared to make and pay for their own accommodations for the first night, checking into the ACCENT Paris Center the following morning by 9 a.m.

(f) **Transit Pass.** ACCENT shall provide a transit pass, valid on bus and métro for the duration of the Trip Period, to each Trip Participant.

4. **Orientation Program:**

(a) **A pre-departure orientation** program will be conducted by ACCENT on District’s Valencia Campus for all Trip Participants and Trip Instructors. ACCENT staff will address general aspects of study abroad and cross-cultural learning, and provide practical information regarding preparation and travel to France.

(i) A pre-departure handbook will be provided by ACCENT to all Trip Participants and Trip Instructors. Specifically designed for Trip Participants going on the Paris Program, the handbook gives vital information about preparing a stay in Paris.

(ii) An internet-based orientation will be conducted by ACCENT with Trip Participants and Trip Instructors who are unable to attend the pre-departure orientation.

(b) **An on-site orientation** in Paris conducted by ACCENT covers practical matters as well as cross-cultural living and learning, giving Trip Participants and Trip Instructors the tools they need to make the most of their time in Paris. An information briefing is provided on the Paris Arrival Date followed by a more extensive orientation program the next day.

(i) General orientation: includes a tour of the ACCENT Paris Center facilities and addresses local customs, money, personal safety, emergency contingency plan, telephones, communications, transportation, etc.

(ii) Housing orientation: provides information specific to living in Paris and in student residences or homestays.


(c) **A faculty orientation meeting** in Paris conducted by ACCENT for the Trip Instructors will address topics including: program academics, student safety, ACCENT Paris Center facilities and staff, administrative matters, alcohol and harassment policies and faculty cell phone use.

5. **Academic Program:**

(a) **Classrooms:** ACCENT will provide classroom space at the ACCENT Paris Center or other comparable location(s) for 134 hours. The Parties shall decide and agree on the exact use, hours of use, and location by no later than 30 days before the Trip Departure Date.

(b) **Access to Equipment:** Trip Instructors may schedule with ACCENT staff at the ACCENT Paris Center access to and use of DVD/VCR (U.S. and French systems), monitor, overhead projector, digital imaging projector, slide projectors, screens, radio/cassette/CD players, and limited audio-visual library.

6. **Museum Entries:**

(a) ACCENT shall provide €60 per Trip Participant and Trip Instructor for course-related visits and guides within Paris not covered by the National Museum Card (see (b) below).

(b) ACCENT shall provide a student identification card for each Trip Participant allowing free entry to most national museums in Paris. This arrangement depends on the goodwill of the French government and ACCENT cannot guarantee continuation of this service. If the aforementioned service is withdrawn, it is the responsibility of the Trip Participants to pay entrance fees for course-related visits not covered (a) above.
7. **Cultural Program and Excursions:**
   (a) ACCENT shall provide two one-day excursions, including entry costs, guide and transport (accompanied by ACCENT staff) to:
      (i) Giverny/Rouen
      (ii) Chartres
      (iii) Upon mutual agreement of the Parties, alternative excursions in place of one or both excursions in (i) and/or (ii).
   (b) ACCENT shall offer the following optional excursion, the cost of which shall be paid by Trip Participants directly to ACCENT in U.S. dollars prior to departure:
      (i) **Normandy/Brittany:** One three-day, two-night excursion to Normandy/Brittany, including entry costs, guides, and transport (shared with other groups and accompanied by ACCENT staff). Accommodation in two-star hotel (double/triple rooms). Breakfast provided daily. Cost: $420, with a minimum of 15 participants (total from District and other groups).

8. **ACCENT Paris Center/Administrative Assistance:**
   (a) The ACCENT Paris Center will be open 9:00am - 5:00pm weekdays to Trip Participants and Trip Instructors for the duration of the Trip Period (closed weekends/French national holidays).
   (b) Within the ACCENT Paris Center, Trip Participants and Trip Instructors have limited access to a Macintosh-based computer lab with Internet access and WiFi network Monday through Friday during regular business hours indicated above. A classroom within the ACCENT Paris Center also serves as a study room, when available.
   (c) The ACCENT Paris staff will coordinate housing arrangements and excursions, and will resolve any logistical problems that may arise.
   (d) ACCENT will provide Trip Participants and Trip Instructors with a list of emergency telephone numbers for ambulances, hospitals, doctors, taxis, etc. at the orientation conducted by ACCENT after arrival in Paris. During the Trip Period, an ACCENT staff member will be assigned to be reasonably accessible to Trip Participants and Trip Instructors by telephone 24 hours a day/7 days a week in the case of a serious emergency.
   (e) Extensive practical and cultural information is available at the ACCENT Paris Center, allowing Trip Participants and Trip Instructors to take full advantage of their time in Paris: travel guides and information, a lending library of English and French books (both academic and fiction), and listings of practical locations of banks, doctors, laundry facilities, etc.
   (f) The experienced ACCENT staff is available to provide general information, crisis intervention and referrals to other professionals as needed.
   (g) ACCENT will make all arrangements for class/visit scheduling.
   (h) Access to a general office within the ACCENT Paris Center is provided for the Trip Instructors and other faculty members. The office includes shared use of a photocopier, fax machine, Macintosh computer with Internet access, ADSL lines and WiFi for Internet access from a laptop (should a faculty choose to bring one) and a telephone.
   (i) ACCENT administrative services are available to Trip Instructors (faxing and photocopying). Any charges incurred through use of these services are at District’s expense and must either be paid on-site or by invoice at the end of the Paris Program.

9. **Trip Instructor Housing and Services:**
   (a) Provisions indicated in this paragraph are included in the Paris Program for two accompanying Trip Instructors at no cost to District or the Trip Instructors.
   (b) **Housing and Telephone**
      (i) Two one-bedroom apartments shall be provided for the two Trip Instructors. Note: Housing may include land line telephone, but land line access is not guaranteed.
      (ii) Cell phones will be distributed to the Trip Instructors on a loan basis upon arrival. The phone is provided for general communication use and for use as part of ACCENT’s...
emergency communication network. Trip Instructors are responsible for charges incurred by the use of this phone including loss of/damage to the phone until it is returned to ACCENT.

(iii) Utilities (gas, electricity, telephone) charges are not included and shall be paid by the Trip Instructors directly to the service providers. A security deposit of $500 must be paid to ACCENT by each Trip Instructor for each apartment at least thirty (30) days prior to the Trip Departure Date. Phone, damages and any excessive cleaning costs to the apartment will be deducted from this deposit. Any remaining amount will be returned to the payor/Trip Instructor after receipt of final utilities bills for period during which a Trip Instructor was in the apartment (approximately three months following the Trip Period).

(c) Transportation and Excursions/Visits

(i) Transportation and entries on course-related visits and excursions are included.

(ii) Transportation, accommodations and entries on the optional Normandy/Brittany weekend excursion are included with a minimum excursion participation of 10 Trip Participants for one Trip Instructor or 20 Trip Participants for two Trip Instructor. Otherwise, a Trip Instructor who wishes to participate in this optional excursion shall be responsible for making the $420 payment to ACCENT.

(iii) Two round-trip transatlantic tickets on the scheduled group flight from LAX to Paris included.

(iv) For any Trip Instructor taking the group flight, transportation is included from the group arrival point in Paris to his or her lodging upon arrival.

(v) Any Trip Instructor who is not taking the group-flight is responsible for checking in at the ACCENT Paris Center and for transportation costs to his or her lodging.

(vi) A Paris transit pass, valid on bus and métro, is included for each Trip Instructor.

(d) Additional expenses

Should Trip Instructors wish to invite guests or others who are not Trip Participants to accompany them on any part of the Paris Program, they must seek approval from ACCENT. Upon approval by ACCENT, the Trip Instructors or the permitted participants are responsible for paying ACCENT (on-site) for the share of any additional housing, transportation, food, excursion ticket, and other additional costs.

10. Insurance and Liability:

(a) Trip Participants and Trip Instructors.

(i) It is the responsibility of all Trip Participants and Trip Instructors to obtain their own medical/repatriation and trip cancellation insurance. ACCENT requires proof of such insurance from each Trip Participant and Trip Instructor.

(ii) ACCENT recommends that Trip Participants and Trip Instructors obtain personal property insurance.

(iii) ACCENT advises District that that it would be prudent to require Trip Participants and Trip Instructors who carry costly laptops, cameras, Ipods, and/or other costly valuables to France to purchase private insurance to compensate them for any losses, whether due to theft, damage, breakage or other causes. Should District decide not to require such insurance, the District is advised to urge Trip Participants and Trip Instructors in writing to voluntarily purchase such insurance.

(iv) Upon request by District, and/or Trip Participants or Trip Instructors, ACCENT will supply information to such Participants concerning health/travel/cancellation insurance options.

(v) ACCENT will provide each Trip Participant with an International Student Identity Card, which includes a limited emergency health insurance policy for necessary hospitalization, medical transportation, in-hospital doctor fees, etc. Proof of supplemental medical coverage is required from all Trip Participants.
(vi) Trip Participants or Trip Instructors who choose to or who are required to obtain a visa from French consulate may be subject to additional insurance requirements.

(b) **ACCENT:** During the Trip Period, ACCENT shall procure and maintain insurance in full force and effect as required by Paragraph 13 of this Agreement.

(c) **Alcohol Use:** ACCENT defers to District’s authority over the supervision and use of alcoholic beverages by Trip Participants and Trip Instructors. See attached Contract Addendum RE: Authority and Responsibility for Use of Alcohol.

11. **Pre-departure Services:**

   (a) By no later than November 1, 2009, ACCENT will produce a PDF version of a program brochure for the Paris Program to be approved by District. ACCENT shall include the following language in the program brochure for the Paris Program:

   Although the Santa Clarita Community College District (“District”) has attempted to determine the accuracy of the information in this brochure, the District does not guarantee the accuracy of the information or assume any liability with respect to the contents of the brochure. Courses offered, together with other related matters contained herein, are subject to change without notice by the administration and/or Governing Board of the District for reasons related to enrollment, finances, scheduling, dates and costs or for any other reason, at the discretion of the District. The District further reserves the right to add, amend or repeal any of its rules, regulations, policies and procedures.

   Travel, housing, meals and other logistical arrangements are provided by a contracting agency not affiliated with the District. Any costs and damages related to such arrangements, including cancellation fees and non-refunding of payments, are the responsibility of and are at the sole risks of each participant. Participants will be required to sign a travel release, releasing the District from any liability. The District assumes responsibility only for providing a supervising instructor and appropriate academic units for courses. All courses are subject to approval by the Governing Board of Santa Clarita Community College District. All students must enroll for course credit (credit/no credit option available when indicated in the catalog); no auditors are allowed. Units and course grades will be awarded by the District.

   (b) ACCENT will assist COC in promoting the Paris Program and will be an integral part of the recruiting process for the Paris Program.

   (c) ACCENT will work in collaboration with District throughout the enrollment process for the Paris Program.

12. **Subcontracting:** ACCENT will perform the Services, subcontracting as necessary with Opportunities in International Learning, Standing Euro Tours, and other organizations. District reserves the right to object to ACCENT’s use of particular subcontractors. Upon such an objection, the Parties shall meet and confer in good faith regarding an amicable resolution.

13. **Paris Program Pricing/Trip Fees:**

   (a) **Base Program Fee.** Each Trip Participant shall pay directly to ACCENT the following Base Program Fee:

      (i) Pricing per Trip Participant for a minimum of 30 to a maximum of 35 Trip Participants for the Paris Program is: $2,940.

      (ii) Pricing per Trip Participants for a minimum of 25 to a maximum of 29 Trip Participants for the Paris Program is: $3,090.

      (iii) Included in the Base Program Fee in (i) and (ii) is $80 per Trip Participant that ACCENT shall give to the Trip Instructors for expenses related to the Paris Program.

   (b) **Supplemental Program Fee** to be paid directly to ACCENT by each Trip Participant who, subject to availability, elects the supplement is:
(i) Single room supplement $300
(ii) Homestay supplement $300

(c) **Security Deposit**: Each Trip Participant shall pay to ACCENT a security deposit of $150. ACCENT shall refund this Security Deposit to each Trip Participant who has paid the Security Deposit within 3 months following the Program Return Date, less any charges for damages, unreturned items, etc. If ACCENT deducts any amount from the Security Deposit, ACCENT shall provide District and the applicable Trip Participant with an itemization of the deductions, including the specific item(s) and amount of the charge, and include any supporting documentation for the deductions.

(d) The Base Program Fee, any Supplemental Program Fee, and Security Deposit are referred to collectively as "Trip Fees". Except for the Trip Fees and as expressly provided in this Agreement, ACCENT shall not charge or assess against Trip Participants any other costs or expenses relating to the Paris Program.

14. **Payment & Enrollment Deadlines:**

(a) **Payment Schedule.** All Trip Fees will be paid directly to ACCENT by each Trip Participant:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before March 31, 2010</td>
<td>$250 non-refundable first payment due with application</td>
</tr>
<tr>
<td>April 1, 2010</td>
<td>Remaining balance due to guarantee a place on Paris Trip</td>
</tr>
</tbody>
</table>

(b) Trip Participants who are participating in the optional round-trip group flight (see Paragraph 3 above) must pay in full to ACCENT the required payment by no later than March 1, 2010. Space on the group flight cannot be guaranteed after flight payment deadline of March 1, 2010.

(c) Trip Participants will be accommodated, up to a maximum of 35, on a space available basis until April 1, 2010. After this deadline, the Paris Program is considered closed. Additional participants, to bring total Trip Participants to 35, may be able to join the Paris Program on a case-by-case basis, depending on conditions at the time and at ACCENT’s sole discretion.

(d) A Trip Participant’s failure to make any payment of the Trip Fees one week after the date when the Trip Fees are due shall automatically cancel the Trip Participant from the Paris Program. In the event of such cancellation, the provisions of paragraph 15 below shall apply. All payments of Trip Fees are effective the day they are received by the ACCENT San Francisco Center. ACCENT, in its sole discretion, may reinstate a Trip Participant subject to availability of space and late enrollment fees.

15. **Refunds of Trip Fees and Other Payments, and Cancellation Fees For Cancellation by Trip Participants.**

(a) Any cancellation of the Paris Program by a Trip Participant must be made in writing to the ACCENT San Francisco Center, located at 870 Market Street, Suite 1026, San Francisco, California 94102, and is effective the date of the receipt by ACCENT. ACCENT shall acknowledge receipt of such cancellation notice upon ACCENT’s receipt of the notice, and communicate such acknowledgment to the canceling Trip Participant with a copy to District.

(b) In the event of a cancellation of the Paris Program by a Trip Participant, the following Cancellation Fees shall apply:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Cancellation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>70 days or more prior to Trip Departure Date</td>
<td>$250</td>
</tr>
<tr>
<td>50-69 days prior to Trip Departure Date</td>
<td>$500</td>
</tr>
<tr>
<td>30-49 days prior to Trip Departure Date</td>
<td>$750</td>
</tr>
<tr>
<td>8-29 days prior to Trip Departure Date</td>
<td>$1000</td>
</tr>
<tr>
<td>0-7 days prior to Trip Departure Date</td>
<td>No refund of Trip Fees</td>
</tr>
</tbody>
</table>

(c) After deducting the applicable Cancellation Fees, ACCENT shall refund to a Trip Participant all remaining amount of the Trip Fees as well as any other payment made by the Trip Participant
within 15 days of the date that ACCENT received the cancellation notice from the Trip Participant.
EXHIBIT B

DISTRICT AUTHORITY AND RESPONSIBILITY FOR USE OF ALCOHOL

1. Trip Participants and Trip Instructors shall comply with District’s Board Policy 3560 in any use of alcohol during the Paris Program. District shall be responsible for and shall supervise Trip Participants during hours where Trip Participants are participating in courses, excursions, visits or other activities that are part of the curriculum for the Paris Program. In all other activities and events, and during all other hours, the Parties acknowledge that Trip Participants and Trip Instructors are adults who are expected to comport themselves maturely if their cultural experience should include exposure to or use of France’s gastronomy, including wine, and alcoholic beverages.

2. ACCENT believes the authority and responsibility to buy and serve alcoholic beverages must be that of the District. Accordingly, when the District chooses to make alcohol available to Trip Participants and Trip Instructors, ACCENT, as a service provider, will cooperate and assist the District, subject to (3) and (4) below.

3. During hours where Trip Participants are participating in courses, excursions, visits or other activities that are part of the curriculum for the Paris Program, it is understood that the District is fully responsible for supervision of the Trip Participants and Trip Instructors who may consume alcoholic beverages, and the District agrees to hold ACCENT harmless, to defend, and to indemnify ACCENT, including attorneys’ fees and costs, from any liability or damages claims which arise directly or indirectly in connection with use of alcohol by the Trip Participants and Trip Instructors.

4. It is also understood that the District is responsible for instructing the Trip Instructors to act in conformity with District’s alcohol use policy and when the Trip Instructors authorize or acquiesce in their own use or Trip Participants’ alcohol use during hours where the Trip Instructors and Trip Participants are participating in courses, excursions, visits or other activities that are part of the curriculum for the Paris Program, the District shall be responsible to ACCENT as set forth in (3) above.
BACKGROUND / ANALYSIS:
The Board is being presented with renewals to the agreements which the Santa Clarita Community College District currently has in place for our Allied Health students. These contracts are for health care facilities where College of the Canyons sends our COC nursing and other Allied Health students to receive their clinical experience.

These contracts will allow our students to continue to receive clinical experience at these sites. The sites presented for renewals are:

- Sherman Oaks Hospital and Health Center
- Glendale Adventist Medical Center
- Henry Mayo Newhall Memorial Hospital
- Mission Community Hospital
- Santa Clarita Home Health

Copies of these contracts are available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
There is no fiscal impact to the Santa Clarita Community College District.

RECOMMENDATIONS:
Move approval of renewal of contracts between Santa Clarita Community College District and Health Care Facilities (Various) for Nursing Program (Allied Health).

Submitted by: Sue Albert
Dean, Allied Health

Recommended by:
Dr. Mitjl Capet
Asst Superintendent/VP, Instruction

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

SHERMAN OAKS HOSPITAL & HEALTH CENTER
ALLIED HEALTH STUDENT EDUCATION AGREEMENT

This Agreement is made by and between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter referred to as “TRAINING INSTITUTION” and SHERMAN OAKS HOSPITAL & HEALTH CENTER, Los Angeles County, California, hereinafter referred to as “CENTER”.

RECITALS

WHEREAS, TRAINING INSTITUTION has approved healthcare education programs which require clinical experience; and

WHEREAS, CENTER has the facilities for providing this clinical experience and;

WHEREAS, it is essential for students in healthcare education programs at TRAINING INSTITUTION to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to CENTER to contribute to the education of a future supply of healthcare professionals;

NOW THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the parties hereto do hereby agree as follows:

I. GENERAL RESPONSIBILITIES OF TRAINING INSTITUTION

A. TRAINING INSTITUTION shall designate students from those enrolled in the Nursing Program for Registered Nurses (RN), Licensed Vocational Nursing (LVN), Certified Nursing Assistant (CNA) and/or other Allied Health Programs for assignment to CENTER for clinical experience.

B. TRAINING INSTITUTION shall require of those enrolled in the Allied Health Programs, completion of “Statement of Criminal Clearance” prior to participation in Allied Health Programs. Submission of “Statement of Criminal Clearance” is a TRAINING INSTITUTION prerequisite for participation within Allied Health Programs as set forth in regulation mandates by the State of California, Department of Health Services.

TRAINING INSTITUTION represents and warrants that prior to student’s participation in this program, it has conducted a criminal background check to include, as a minimum, a state and county criminal history investigation and a state sex offender search where the student resides and where CENTER is located. Any criminal history identified shall be reported to CENTER.

C. TRAINING INSTITUTION shall annually examine each student and instructor for physical fitness and provide certification to CENTER of physical fitness, immunization for measles; mumps; rubella; varicella or titres to demonstrate immunity; Hepatitis B (for students and instructors working in moderate-to-high risk areas) or documentation of declination of Hepatitis vaccination; and negative tuberculin skin test within the past 12 months (if positive PPD then normal chest x-ray is required). Students must sign a school waiver form if they do not wish to receive specific vaccines.

D. TRAINING INSTITUTION shall provide evidence of students’ training in infection control procedures, blood borne pathogen exposure control (per OSHA regulations), and Material Safety Data Sheet (MSDS) and hazardous substances procedures prior to the students beginning their clinical assignments which will include a course in phlebotomy. CENTER will supply TRAINING INSTITUTION with a list of hazardous substances in pertinent departments if requested.
E. TRAINING INSTITUTION shall require current Cardiac Pulmonary Resuscitation (CPR) certification and a Current Fire Card of each student prior to beginning the clinical rotation. Evidence of CPR certification and a current Fire Card for all students will be provided to CENTER prior to the students beginning their rotation.

F. TRAINING INSTITUTION shall designate no student who will reach the sixth month of pregnancy during clinical experience except those recommended by their personal physician.

G. TRAINING INSTITUTION shall require that their students wear an appropriate, designated student uniform or lab coat, which student shall be required to provide, in keeping with requirements and dress code as described in the College of the Canyons’ “Nursing Student Handbook”. All students and instructors shall be required to wear a photo ID nametag stating their name and institution and designating them as a student or instructor.

H. TRAINING INSTITUTION shall provide adequate, on-site supervision of students per program requirements and as described in the “Nurse Practice Act”, while training is in effect unless other arrangements are specifically agreed upon by CENTER and TRAINING INSTITUTION.

I. TRAINING INSTITUTION shall provide secretarial service for attendance and academic records and the preparation of official reports for local, state and other supervisory groups.

J. TRAINING INSTITUTION shall prepare the necessary schedules, directives and memoranda relating particularly to the healthcare education program for the clinical divisions at CENTER operating within the healthcare program.

K. TRAINING INSTITUTION shall, prior to the start of each school semester, furnish CENTER Education Director, or designated representative, the following information:

1. A schedule of dates on which clinical instruction will be given at CENTER.

2. A list indicating the total number and names of student nurses who will be assigned to CENTER for clinical experience during that semester. TRAINING INSTITUTION shall notify CENTER, in advance, of any changes in assignment of students for clinical experience made during the semester.

L. TRAINING INSTITUTION shall provide for the development, organization and implementation of curriculum for clinical instruction given at CENTER. TRAINING INSTITUTION will provide the Education Director of CENTER with the following:

1. Current clinical goals and objectives for each semester.

2. Evidence that validation of instructors’ approval by Board of Registered Nursing (BSN) and California licenses are on file at TRAINING INSTUTION unless other faculty arrangements are made with CENTER (e.g., CENTER employees act as instructors for program).

M. TRAINING INSTITUTION shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all students whose presence causes a danger to persons or property or threatens to disrupt the instructional process.

N. TRAINING INSTITUTION agrees to carry Workers’ Compensation Insurance on students working at CENTER during clinical assignments and to maintain such records as are required for audit purposes by the insuring agency. Workers’ Compensation Insurance will be adequate to protect TRAINING INSTITUTION and CENTER from claims under Workers’ Compensation Acts.

O. TRAINING INSTITUTION shall secure and maintain insurance as set forth below, adequate to protect it from claims which may arise from the performance of this Agreement; and TRAINING INSTITUTION shall furnish to CENTER certificates upon request of such insurance which shall include a minimum thirty (30) day cancellation clause:
1. Workers' Compensation Insurance as required by statutory insurance requirement of the State of California.

2. Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than One Million Dollars ($1,000,000) for each occurrence, and Property Damage limit of not less than Two Million Dollars ($2,000,000).

3. Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for its instructors and students per occurrence and Three Million Dollars ($3,000,000) in aggregate to protect TRAINING INSTITUTION and HOSPITAL from claims arising through the performance of this Agreement.

4. Student Accident insurance.

P. TRAINING INSTITUTION acknowledges and agrees that it is a “Business Associate” as such term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and rules and regulations promulgated thereunder, and covenants to comply with comprehensive privacy and security policies and procedures related to individually-identifiable health information. TRAINING INSTITUTION agrees that it shall be bound by the obligations of a Business Associate as such obligations are more specifically defined in the HIPAA, Exhibit A, attached hereto and made a part hereof.

Q. TRAINING INSTITUTION agrees to indemnify, defend and hold harmless CENTER and each of its officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against TRAINING INSTITUTION, CENTER or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by TRAINING INSTITUTION, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of CENTER.

R. TRAINING INSTITUTION shall instruct all faculty members as well as students regarding the confidentiality of all information obtained concerning any patient, event or occurrence at CENTER.

II. GENERAL RESPONSIBILITIES OF CENTER

A. CENTER shall provide clinical experience and observational opportunities of educational value in appropriate clinical facilities for learning experiences for students designated by TRAINING INSTITUTION.

B. CENTER shall accept students designated by TRAINING INSTITUTION for clinical experience assignments. Student-faculty ratio will not exceed 1:15. (Faculty to be provided by TRAINING INSTITUTION unless other arrangements are made with CENTER.)

C. CENTER shall provide an Education Director who shall coordinate the training programs, the arrangement for classrooms, the use of visual aids and student orientation to the organization, including basic safety issue.

D. CENTER shall provide qualified healthcare personnel in each area where students are receiving clinical experience.

E. CENTER shall provide suitable classroom facilities for the clinical instructor when available.

F. CENTER shall provide access to library and medical records for use by students as appropriate and as mutually defined by CENTER and TRAINING INSTITUTION.
G. CENTER recognizes that TRAINING INSTITUTION is responsible for the learning experiences of the students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of the observer with subsequent clarification to follow between the healthcare instructor and CENTER.

H. CENTER shall at all times retain the authority and responsibility for patient care and related duties when students are providing care within a patient care unit/development.

I. CENTER reserves the right to terminate at any time and for any reason, the clinical experience of any student.

J. CENTER shall provide, at TRAINING INSTITUTION’s cost, emergency medical treatment for those students and instructors who are injured while at CENTER. All students shall be covered by TRAINING INSTITUTION for Accident Insurance and Workers’ Compensation Insurance.

K. CENTER shall provide TRAINING INSTITUTION with copies of appropriate policies and procedures, as CENTER deems appropriate.

L. CENTER agrees to make their inservice programs open to students as appropriate.

M. CENTER agrees to indemnify, defend and hold harmless TRAINING INSTITUTION, the District’s Board of Trustees, College of the Canyons Foundation and each of their, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against CENTER, TRAINING INSTITUTION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CENTER, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of TRAINING INSTITUTION.

III. TRAINING INSTITUTION AND CENTER FURTHER AGREE:

A. Designated students shall be subject to the rules and regulations of TRAINING INSTITUTION and CENTER.

B. The semester dates and the days and hours of the clinical experience assignments shall be mutually agreed upon by TRAINING INSTITUTION and CENTER.

C. Individual health insurance coverage is a responsibility of the students although the student may be covered by TRAINING INSTITUTION in some instances.

D. Students shall receive no salary or stipend for the clinical service they may give in the course of the clinical experience.

E. CENTER will not furnish any uniform or transportation for the students.

F. The standards of the healthcare programs shall be maintained by TRAINING INSTITUTION and CENTER at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

G. It is understood by both CENTER and TRAINING INSTITUTION that abuse of drugs, alcoholic beverages or other chemicals can result in unsafe patient care. It is, therefore, mandatory that the instructor have authority to take appropriate corrective action in the clinical area concerning student conduct and performance in this regard.

H. TRAINING INSTITUTION and CENTER shall not discriminate 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 in its acceptance, assignment, treatment, evaluation or
compensation of students who participate in programs sponsored or arranged by TRAINING INSTITUTION.

IV. TERMINATION OF AGREEMENT

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party one full semester advance written notice. The students then enrolled in the program at CENTER shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either party may terminate this Agreement at any time for cause upon delivery of a written notice to the other party if the other party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other party stating the specific default.

V. PROVISIONS OF THE AGREEMENT

A. Assignment. Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party.

B. Amendment. This Agreement may not be amended except by written Agreement signed by both parties.

C. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the parties and their respective successors and permitted assigns.

D. Non-Assumption of Liabilities. Neither party shall be liable for the prior, existing or future obligations, liabilities or debts of the other party.

E. Impossibility of Performance. Neither party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

F. Waiver. The waiver or failure of either party to enforce the terms of this Agreement shall not constitute a waiver of the party’s rights under this Agreement with respect to any other violation.

G. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

H. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

I. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter contained herein. No representations, promises, understandings or agreements, oral or written, not contained in this Agreement or its exhibits shall have any force or effect.

J. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as either party shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

To CENTER: Sherman Oaks Hospital & Health Center 4929 Van Nuys Boulevard
To TRAINING INSTITUTION: Santa Clarita Community College District
College of the Canyons
26455 North Rockwell Canyon Road
Santa Clarita, CA  91355
Attention: Sue Albert, Nursing

VI. TERM OF AGREEMENT

This Agreement shall commence upon signing by both parties and shall terminate on December 31, 2010, except as provided for in Section IV, Termination of Agreement, above.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year shown below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT        SHERMAN OAKS HOSPITAL & HEALTH CENTER

BY: ____________________________________________  BY: ____________________________________________

Authorized Representative

Print Name  MITJL CAPET
Print Name
Print Title  ASST SUPT/VP - INSTRUCTION
Print Title
Date
Date

Board
Date  11-11-09
EXHIBIT A
HIPAA BUSINESS ASSOCIATE

For purposes of this Exhibit, Hospital/Clinic/Healthcare Facility acknowledges that it is a "Covered Entity" [defined in paragraph 1(b) below] and shall hereinafter be referred to as such; and Training Institution acknowledges that it is a "Business Associate" [defined in paragraph 1(a)] and shall hereinafter be referred to as such.

RECITALS

A. Under the Agreement, Business Associate has access to certain Covered Entity Data [defined in paragraph 1(f)], which includes both patients' protected health information ("PHI") and non-PHI disclosed or made available by or on behalf of Covered Entity to Business Associate and derivatives thereof.

B. Covered Entity and Business Associate are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other privacy laws which protect the security and confidentiality of a patient's PHI; and, in accordance with HIPAA, Covered Entity and Business Associate are required to enter into a contract containing specific requirements restricting the use and disclosure of PHI.

1. Definitions:

(a) "Business Associate" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d) below] and which includes a third party that performs functions for or on behalf of Covered Entity and has access to Covered Entity's PHI and uses such PHI in the performance of its functions.

(b) "Covered Entity" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d)], which includes a hospital, since it provides health care and transmits health information in electronic form in the course of its standard functions.

(c) "Patient" shall have the same meaning as the term "individual" under the Privacy Rule [defined in paragraph 1(d)] and shall include a person who qualifies as a personal representative.

(d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, subparts A and E and amendments thereto.

(e) "Protected Health Information" ("PHI") shall have the same meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to patient; or the past, present or future payment of for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

(f) "Covered Entity Data" shall mean PHI and non-PHI, disclosed or made available by or on behalf of Covered Entity to Business Associate, and shall include derivatives thereof created by Business Associate or his agents.

(g) "Designated Record Set" shall have the same meaning given to such term under HIPAA and shall include patients' medical or billing records or any group of records which contains PHI that are used, in whole or in part, by or for Covered Entity to make decisions about patients.

(h) "Data Aggregation" shall have the same meaning given to such term under HIPAA and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to healthcare operations of Covered Entity.

(i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement. Business Associate warrants and represents that each of the data elements of any PHI that it may access or receive from Covered Entity is minimally necessary to provide the services under the Agreement.

(b) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only for the purpose that the disclosure was made and that such person will prevent its further use or disclosure.

(c) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use PHI to provide data aggregation services only for Covered Entity.

3. Obligations of Business Associate:

(a) Business Associate agrees to not use or further disclose Covered Entity Data other than as permitted or required by the Agreement, this Exhibit or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent further use or disclosure of Covered Entity Data...
other than as provided for by the Agreement and this Exhibit.

(c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of Covered Entity Data by Business Associate in violation of the Agreement and this Exhibit.

(d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of Covered Entity Data not provided for by the Agreement and/or this Exhibit, including any requests for inspection, copying or amendment of such information.

(e) Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom it provides Covered Entity Data, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. Notwithstanding the foregoing or anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service under the Agreement without the express written consent of an authorized representative of the Covered Entity and only after such agent or subcontractor has agreed in writing to comply with the same restrictions and conditions that apply to Business Associate under the Agreement and this Exhibit with respect to such information.

(f) Business Associate agrees to provide prompt access to Covered Entity Data in designated record sets to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA. If Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(g) Business Associate agrees to promptly make amendment(s) to Covered Entity Data requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to meet the requirements of HIPAA. If Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(h) Business Associate agrees to promptly make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Business Associate agrees to document and provide to Covered Entity all disclosures of Covered Entity Data and information related to such disclosures, and shall do so in the time and manner designated by Covered Entity, to enable it to meet privacy law requirements for an accounting of such disclosures.

(j) Business Associate agrees to cooperate with the Covered Entity and its medical staff to preserve and protect the confidentiality of Covered Entity Data accessed or used pursuant to the Agreement and will not disclose or testify about such information after the termination of the Agreement.

(k) Business Associate agrees to maintain a record of all requests for inspection, copying, amendment(s) and requests for disclosure of Covered Entity Data not provided for by the Agreement, including those initiated by Patient, Covered Entity, or third parties, and to promptly provide such documentation to Covered Entity upon request.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with a copy of its notice of privacy practices as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

5. Effect of Breach of Obligations

Should Business Associate breach any of its obligations herein, Covered Entity shall have the option to either:

(a) Provide Business Associate an opportunity to cure the breach and end the violation within the time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as specified by Covered Entity, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its payment obligations and obligations and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) Immediately terminate this Agreement, without prejudice to other legal remedies available to Covered Entity.

6. Effect of Termination

(a) Upon termination of this Agreement, Business Associate shall promptly return to Covered Entity all Covered Entity Data or, upon Covered Entity's request, destroy such data. This provision shall apply to Covered Entity Data in the possession of subcontractors or agents of Business Associate. Upon destruction of Covered Entity's Data, Business Associate shall certify in writing that such information has been destroyed. Notwithstanding the foregoing, Business Associate shall notify Covered Entity in writing about its intent to destroy data within ten (10) days before such date of destruction. If Covered Entity requests the return of any Covered Entity Data, Business Associate shall comply as requested.

(b) If the return or destruction of Covered Entity Data is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of Covered Entity Data is infeasible; Business Associate shall extend the protections of this Exhibit to such data and shall limit its further use or disclosure to purposes that make its return or destruction infeasible.
This Agreement is made by and between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter referred to as "TRAINING INSTITUTION" and GLENDALE ADVENTIST MEDICAL CENTER, Los Angeles County, California, hereinafter referred to as "CENTER".

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WHEREAS, CENTER has the facilities for providing this clinical experience and;

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K. TRAINING INSTITUTION shall, prior to the start of each school semester, furnish CENTER Education Director, or designated representative, the following information:

   1. A schedule of dates on which clinical instruction will be given at CENTER.
   2. A list indicating the total number and names of student nurses who will be assigned to CENTER for clinical experience during that semester. TRAINING INSTITUTION shall notify CENTER, in advance, of any changes in assignment of students for clinical experience made during the semester.

L. TRAINING INSTITUTION shall provide for the development, organization and implementation of curriculum for clinical instruction given at CENTER. TRAINING INSTITUTION will provide the Education Director of CENTER with the following:

   1. Current clinical goals and objectives for each semester.
   2. Evidence that validation of instructors’ approval by Board of Registered Nursing (BSN) and California licenses are on file at TRAINING INSTITUTION unless other faculty arrangements are made with CENTER (e.g., CENTER employees act as instructors for program).

M. TRAINING INSTITUTION shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all students whose presence causes a danger to persons or property or threatens to disrupt the instructional process.

N. TRAINING INSTITUTION agrees to carry Workers’ Compensation Insurance on students working at CENTER during clinical assignments and to maintain such records as are required for audit purposes by the insuring agency. Workers’ Compensation Insurance will be adequate to protect TRAINING INSTITUTION and CENTER from claims under Workers’ Compensation Acts.

O. TRAINING INSTITUTION shall secure and maintain insurance as set forth below, adequate to protect it from claims which may arise from the performance of this Agreement; and TRAINING INSTITUTION shall furnish to CENTER certificates upon request of such insurance which shall include a minimum thirty (30) day cancellation clause.
1. Workers’ Compensation Insurance as required by statutory insurance requirement of the State of California.

2. Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than One Million Dollars ($1,000,000) for each occurrence, and Property Damage limit of not less than Two Million Dollars ($2,000,000).

3. Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for its instructors and students per occurrence and Three Million Dollars ($3,000,000) in aggregate to protect TRAINING INSTITUTION and HOSPITAL from claims arising through the performance of this Agreement.

4. Student Accident insurance.

P. TRAINING INSTITUTION acknowledges and agrees that it is a “Business Associate” as such term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and rules and regulations promulgated thereunder, and covenants to comply with comprehensive privacy and security policies and procedures related to individually-identifiable health information. TRAINING INSTITUTION agrees that it shall be bound by the obligations of a Business Associate as such obligations are more specifically defined in the HIPAA, Exhibit A, attached hereto and made a part hereof.

Q. TRAINING INSTITUTION agrees to indemnify, defend and hold harmless CENTER and each of its, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against TRAINING INSTITUTION, CENTER or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by TRAINING INSTITUTION, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of CENTER.

R. TRAINING INSTITUTION shall instruct all faculty members as well as students regarding the confidentiality of all information obtained concerning any patient, event or occurrence at CENTER.

II. GENERAL RESPONSIBILITIES OF CENTER

A. CENTER shall provide clinical experience and observational opportunities of educational value in appropriate clinical facilities for learning experiences for students designated by TRAINING INSTITUTION.

B. CENTER shall accept students designated by TRAINING INSTITUTION for clinical experience assignments. Student-faculty ratio will not exceed 1:15. (Faculty to be provided by TRAINING INSTITUTION unless other arrangements are made with CENTER.)

C. CENTER shall provide an Education Director who shall coordinate the training programs, the arrangement for classrooms, the use of visual aids and student orientation to the organization, including basic safety issue.

D. CENTER shall provide qualified healthcare personnel in each area where students are receiving clinical experience.

E. CENTER shall provide suitable classroom facilities for the clinical instructor when available.

F. CENTER shall provide access to library and medical records for use by students as appropriate and as mutually defined by CENTER and TRAINING INSTITUTION.
G. CENTER recognizes that TRAINING INSTITUTION is responsible for the learning experiences of the students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of the observer with subsequent clarification to follow between the healthcare instructor and CENTER.

H. CENTER shall at all times retain the authority and responsibility for patient care and related duties when students are providing care within a patient care unit/development.

I. CENTER reserves the right to terminate at any time and for any reason, the clinical experience of any student.

J. CENTER shall provide, at TRAINING INSTITUTION’s cost, emergency medical treatment for those students and instructors who are injured while at CENTER. All students shall be covered by TRAINING INSTITUTION for Accident Insurance and Workers’ Compensation Insurance.

K. CENTER shall provide TRAINING INSTITUTION with copies of appropriate policies and procedures, as CENTER deems appropriate.

L. CENTER agrees to make their inservice programs open to students as appropriate.

M. CENTER agrees to indemnify, defend and hold harmless TRAINING INSTITUTION, the District's Board of Trustees, College of the Canyons Foundation and each of their, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against CENTER, TRAINING INSTITUTION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CENTER, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of TRAINING INSTITUTION.

III. TRAINING INSTITUTION AND CENTER FURTHER AGREE:

A. Designated students shall be subject to the rules and regulations of TRAINING INSTITUTION and CENTER.

B. The semester dates and the days and hours of the clinical experience assignments shall be mutually agreed upon by TRAINING INSTITUTION and CENTER.

C. Individual health insurance coverage is a responsibility of the students although the student may be covered by TRAINING INSTITUTION in some instances.

D. Students shall receive no salary or stipend for the clinical service they may give in the course of the clinical experience.

E. CENTER will not furnish any uniform or transportation for the students.

F. The standards of the healthcare programs shall be maintained by TRAINING INSTITUTION and CENTER at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

G. It is understood by both CENTER and TRAINING INSTITUTION that abuse of drugs, alcoholic beverages or other chemicals can result in unsafe patient care. It is, therefore, mandatory that the instructor have authority to take appropriate corrective action in the clinical area concerning student conduct and performance in this regard.

H. TRAINING INSTITUTION and CENTER shall not discriminate 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 in its acceptance, assignment, treatment, evaluation or
compensation of students who participate in programs sponsored or arranged by TRAINING INSTITUTION.

IV. TERMINATION OF AGREEMENT

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party one full semester advance written notice. The students then enrolled in the program at CENTER shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either party may terminate this Agreement at any time for cause upon delivery of a written notice to the other party if the other party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other party stating the specific default.

V. PROVISIONS OF THE AGREEMENT

A. Assignment. Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party.

B. Amendment. This Agreement may not be amended except by written Agreement signed by both parties.

C. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the parties and their respective successors and permitted assigns.

D. Non-Assumption of Liabilities. Neither party shall be liable for the prior, existing or future obligations, liabilities or debts of the other party.

E. Impossibility of Performance. Neither party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

F. Waiver. The waiver or failure of either party to enforce the terms of this Agreement shall not constitute a waiver of the party’s rights under this Agreement with respect to any other violation.

G. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

H. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

I. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter contained herein. No representations, promises, understandings or agreements, oral or written, not contained in this Agreement or its exhibits shall have any force or effect.

J. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as either party shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

To CENTER: Glendale Adventist Medical Center
1509 Wilson Terrace
VI. TERM OF AGREEMENT

This Agreement shall commence upon signing by both parties and shall terminate on December 31, 2010, except as provided for in Section IV, Termination of Agreement, above.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year shown below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:  
Authorized Representative
Print Name SHARLENE L. COLEAL
Print Title ASST SUPT/VP – BUSINESS SERVICES
Date Board Date 11-11-09

GLENDALE ADVENTIST MEDICAL CENTER

BY:  
Authorized Representative
Print Name
Print Title
Date
EXHIBIT A
HIPAA BUSINESS ASSOCIATE

For purposes of this Exhibit, Hospital/Clinic/Healthcare Facility acknowledges that it is a “Covered Entity” [defined in paragraph 1(b) below] and shall hereinafter be referred to as such; and Training Institution acknowledges that it is a “Business Associate” [defined in paragraph 1(a)] and shall hereinafter be referred to as such.

RECITALS

A. Under the Agreement, Business Associate has access to certain Covered Entity Data [defined in paragraph 1(f)], which includes both patients’ protected health information (“PHI”) and non-PHI disclosed or made available by or on behalf of Covered Entity to Business Associate and derivatives thereof.

B. Covered Entity and Business Associate are required to comply with the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other privacy laws which protect the security and confidentiality of a patient’s PHI; and, in accordance with HIPAA, Covered Entity and Business Associate are required to enter into a contract containing specific requirements restricting the use and disclosure of PHI.

1. Definitions:
   (a) “Business Associate” shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d) below] and which includes a third party that performs functions for or on behalf of Covered Entity and has access to Covered Entity’s PHI and uses such PHI in the performance of its functions.
   (b) “Covered Entity” shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d)], which includes a hospital, since it provides health care and transmits health information in electronic form in the course of its standard functions.
   (c) “Patient” shall have the same meaning as the term “individual” under the Privacy Rule [defined in paragraph 1(d)] and shall include a person who qualifies as a personal representative.
   (d) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, subparts A and E and amendments thereto.
   (e) “Protected Health Information” ("PHI") shall have the same meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to patient; or the past, present or future payment of for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.
   (f) “Covered Entity Data” shall mean PHI and non-PHI, disclosed or made available by or on behalf of Covered Entity to Business Associate, and shall include derivatives thereof created by Business Associate or his agents.
   (g) “Designated Record Set” shall have the same meaning given to such term under HIPAA and shall include patients’ medical or billing records or any group of records which contains PHI that are used, in whole or in part, by or for Covered Entity to make decisions about patients.
   (h) “Data Aggregation” shall have the same meaning given to such term under HIPAA and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to healthcare operations of Covered Entity.
   (i) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures by Business Associate

   (a) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement. Business Associate warrants and represents that each of the data elements of any PHI that it may access or receive from Covered Entity is minimally necessary to provide the services under the Agreement.
   (b) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only for the purpose that the disclosure was made and that such person will prevent its further use or disclosure.
   (c) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use PHI to provide data aggregation services only for Covered Entity.

3. Obligations of Business Associate:

   (a) Business Associate agrees to not use or further disclose Covered Entity Data other than as permitted or required by the Agreement, this Exhibit or as required by law.
   (b) Business Associate agrees to use appropriate safeguards to prevent further use or disclosure of Covered Entity Data.
other than as provided for by the Agreement and this Exhibit.

(c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of Covered Entity Data by Business Associate in violation of the Agreement and this Exhibit.

(d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of Covered Entity Data not provided for by the Agreement and/or this Exhibit, including any requests for inspection, copying or amendment of such information.

(e) Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom it provides Covered Entity Data, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. Notwithstanding the foregoing or anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service under the Agreement without the express written consent of an authorized representative of the Covered Entity and only after such agent or subcontractor has agreed in writing to comply with the same restrictions and conditions that apply to Business Associate under the Agreement and this Exhibit with respect to such information.

(f) Business Associate agrees to provide prompt access to Covered Entity Data in designated record sets to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA. If Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(g) Business Associate agrees to promptly make amendment(s) to Covered Entity Data requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to meet the requirements of HIPAA. If Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(h) Business Associate agrees to promptly make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Business Associate agrees to document and provide to Covered Entity all disclosures of Covered Entity Data and information related to such disclosures, and shall do so in the time and manner designated by Covered Entity, to enable it to meet privacy law requirements for an accounting of such disclosures.

(j) Business Associate agrees to cooperate with the Covered Entity and its medical staff to preserve and protect the confidentiality of Covered Entity Data accessed or used pursuant to the Agreement and will not disclose or testify about such information after the termination of the Agreement.

(k) Business Associate agrees to maintain a record of all requests for inspection, copying, amendment(s) and requests for disclosure of Covered Entity Data not provided for by the Agreement, including those initiated by Patient, Covered Entity, or third parties, and promptly provide such documentation to Covered Entity upon request.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with a copy of its notice of privacy practices as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

5. Effect of Breach of Obligations

Should Business Associate breach any of its obligations herein, Covered Entity shall have the option to either:

(a) Provide Business Associate an opportunity to cure the breach and end the violation within the time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as specified by Covered Entity, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its payment obligations and obligations and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) Immediately terminate this Agreement, without prejudice to other legal remedies available to Covered Entity.

6. Effect of Termination

(a) Upon termination of this Agreement, Business Associate shall promptly return to Covered Entity all Covered Entity Data or, upon Covered Entity's request, destroy such data. This provision shall apply to Covered Entity Data in the possession of subcontractors or agents of Business Associate. Upon destruction of Covered Entity's Data, Business Associate shall certify in writing that such information has been destroyed. Notwithstanding the foregoing, Business Associate shall notify Covered Entity in writing about its intent to destroy data within ten (10) days before such date of destruction. If Covered Entity requests the return of any Covered Entity Data, Business Associate shall comply as requested.

(b) If the return or destruction of Covered Entity Data is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of Covered Entity Data is unfeasible; Business Associate shall extend the protections of this Exhibit to such data and shall limit its further use or disclosure to purposes that make its return or destruction unfeasible.
This Agreement is made by and between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter referred to as “TRAINING INSTITUTION” and HENRY MAYO NEWHALL MEMORIAL HOSPITAL, Los Angeles County, California, hereinafter referred to as “HOME HEALTH”.

RECITALS

WHEREAS, TRAINING INSTITUTION has approved healthcare education programs which require clinical experience; and

WHEREAS, HOME HEALTH has the facilities for providing this clinical experience and;

WHEREAS, it is essential for students in healthcare education programs at TRAINING INSTITUTION to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to HOME HEALTH to contribute to the education of a future supply of healthcare professionals;

NOW THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the parties hereto do hereby agree as follows:

I. GENERAL RESPONSIBILITIES OF TRAINING INSTITUTION

A. TRAINING INSTITUTION shall designate students from those enrolled in the Nursing Program for Registered Nurses (RN), Licensed Vocational Nursing (LVN), Certified Nursing Assistant (CNA) and/or other Allied Health Programs for assignment to HOME HEALTH for clinical experience.

B. TRAINING INSTITUTION shall require of those enrolled in the Allied Health Programs, completion of “Statement of Criminal Clearance” prior to participation in Allied Health Programs. Submission of “Statement of Criminal Clearance” is a TRAINING INSTITUTION prerequisite for participation within Allied Health Programs as set forth in regulation mandates by the Sate of California, Department of Health Services.

TRAINING INSTITUTION represents and warrants that prior to student’s participation in this program, it has conducted a criminal background check to include, as a minimum, a state and county criminal history investigation and a state sex offender search where the student resides and where HOME HEALTH is located. Any criminal history identified shall be reported to HOME HEALTH.

C. TRAINING INSTITUTION shall annually examine each student and instructor for physical fitness and provide certification to HOME HEALTH of physical fitness, immunization for measles; mumps; rubella; varicella or titres to demonstrate immunity; Hepatitis B (for students and instructors working in moderate-to-high risk areas) or documentation of declination of Hepatitis vaccination; and negative tuberculin skin test within the past 12 months (if positive PPD then normal chest x-ray is required). Students must sign a school waiver form if they do not wish to receive specific vaccines.

D. TRAINING INSTITUTION shall provide evidence of students’ training in infection control procedures, blood borne pathogen exposure control (per OSHA regulations), and Material Safety Data Sheet (MSDS) and hazardous substances procedures prior to the students beginning their clinical assignments which will include a course in phlebotomy. HOME HEALTH will supply TRAINING INSTITUTION with a list of hazardous substances in pertinent departments if requested.
E. TRAINING INSTITUTION shall require current Cardiac Pulmonary Resuscitation (CPR) certification and a Current Fire Card of each student prior to beginning the clinical rotation. Evidence of CPR certification and a current Fire Card for all students will be provided to HOME HEALTH prior to the students beginning their rotation.

F. TRAINING INSTITUTION shall designate no student who will reach the sixth month of pregnancy during clinical experience except those recommended by their personal physician.

G. TRAINING INSTITUTION shall require that their students wear an appropriate, designated student uniform or lab coat, which student shall be required to provide, in keeping with requirements and dress code as described in the College of the Canyons’ “Nursing Student Handbook”. All students and instructors shall be required to wear a photo ID nametag stating their name and institution and designating them as a student or instructor.

H. TRAINING INSTITUTION shall provide adequate, on-site supervision of students per program requirements and as described in the “Nurse Practice Act”, while training is in effect unless other arrangements are specifically agreed upon by HOME HEALTH and TRAINING INSTITUTION.

I. TRAINING INSTITUTION shall provide secretarial service for attendance and academic records and the preparation of official reports for local, state and other supervisory groups.

J. TRAINING INSTITUTION shall prepare the necessary schedules, directives and memoranda relating particularly to the healthcare education program for the clinical divisions at HOME HEALTH operating within the healthcare program.

K. TRAINING INSTITUTION shall, prior to the start of each school semester, furnish HOME HEALTH Education Director, or designated representative, the following information:

1. A schedule of dates on which clinical instruction will be given at HOME HEALTH.

2. A list indicating the total number and names of student nurses who will be assigned to HOME HEALTH for clinical experience during that semester. TRAINING INSTITUTION shall notify HOME HEALTH, in advance, of any changes in assignment of students for clinical experience made during the semester.

L. TRAINING INSTITUTION shall provide for the development, organization and implementation of curriculum for clinical instruction given at HOME HEALTH. TRAINING INSTITUTION will provide the Education Director of HOME HEALTH with the following:

1. Current clinical goals and objectives for each semester.

2. Evidence that validation of instructors’ approval by Board of Registered Nursing (BSN) and California licenses are on file at TRAINING INSTITUTION unless other faculty arrangements are made with HOME HEALTH (e.g., HOME HEALTH employees act as instructors for program).

M. TRAINING INSTITUTION shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all students whose presence causes a danger to persons or property or threatens to disrupt the instructional process.

N. TRAINING INSTITUTION agrees to carry Workers’ Compensation Insurance on students working at HOME HEALTH during clinical assignments and to maintain such records as are required for audit purposes by the insureing agency. Workers’ Compensation Insurance will be adequate to protect TRAINING INSTITUTION and HOME HEALTH from claims under Workers’ Compensation Acts.

O. TRAINING INSTITUTION shall secure and maintain insurance as set forth below, adequate to protect it from claims which may arise from the performance of this Agreement; and TRAINING INSTITUTION shall
furnish to HOME HEALTH certificates upon request of such insurance which shall include a minimum thirty (30) day cancellation clause:

1. Workers’ Compensation Insurance as required by statutory insurance requirement of the State of California.

2. Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than One Million Dollars ($1,000,000) for each occurrence, and Property Damage limit of not less than Two Million Dollars ($2,000,000).

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4. Student Accident insurance.

P. TRAINING INSTITUTION acknowledges and agrees that it is a “Business Associate” as such term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and rules and regulations promulgated thereunder, and covenants to comply with comprehensive privacy and security policies and procedures related to individually-identifiable health information. TRAINING INSTITUTION agrees that it shall be bound by the obligations of a Business Associate as such obligations are more specifically defined in the HIPAA, Exhibit A, attached hereto and made a part hereof.

Q. TRAINING INSTITUTION agrees to indemnify, defend and hold harmless HOME HEALTH and each of its, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against TRAINING INSTITUTION, HOME HEALTH or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by TRAINING INSTITUTION, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of HOME HEALTH.

R. TRAINING INSTITUTION shall instruct all faculty members as well as students regarding the confidentiality of all information obtained concerning any patient, event or occurrence at HOME HEALTH.

II. GENERAL RESPONSIBILITIES OF HOME HEALTH

A. HOME HEALTH shall provide clinical experience and observational opportunities of educational value in appropriate clinical facilities for learning experiences for students designated by TRAINING INSTITUTION.

B. HOME HEALTH shall accept students designated by TRAINING INSTITUTION for clinical experience assignments. Student-faculty ratio will not exceed 1:15. (Faculty to be provided by TRAINING INSTITUTION unless other arrangements are made with HOME HEALTH.)

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D. HOME HEALTH shall provide qualified healthcare personnel in each area where students are receiving clinical experience.

E. HOME HEALTH shall provide suitable classroom facilities for the clinical instructor when available.

F. HOME HEALTH shall provide access to library and medical records for use by students as appropriate and as mutually defined by HOME HEALTH and TRAINING INSTITUTION.
G. HOME HEALTH recognizes that TRAINING INSTITUTION is responsible for the learning experiences of the students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of the observer with subsequent clarification to follow between the healthcare instructor and HOME HEALTH.

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J. HOME HEALTH shall provide, at TRAINING INSTITUTION's cost, emergency medical treatment for those students and instructors who are injured while at HOME HEALTH. All students shall be covered by TRAINING INSTITUTION for Accident Insurance and Workers' Compensation Insurance.

K. HOME HEALTH shall provide TRAINING INSTITUTION with copies of appropriate policies and procedures, as HOME HEALTH deems appropriate.

L. HOME HEALTH agrees to make their inservice programs open to students as appropriate.

M. HOME HEALTH agrees to indemnify, defend and hold harmless TRAINING INSTITUTION, the District's Board of Trustees, College of the Canyons Foundation and each of their, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against HOME HEALTH, TRAINING INSTITUTION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by HOME HEALTH, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of TRAINING INSTITUTION.

III. TRAINING INSTITUTION AND HOME HEALTH FURTHER AGREE:

A. Designated students shall be subject to the rules and regulations of TRAINING INSTITUTION and HOME HEALTH.

B. The semester dates and the days and hours of the clinical experience assignments shall be mutually agreed upon by TRAINING INSTITUTION and HOME HEALTH.

C. Individual health insurance coverage is a responsibility of the students although the student may be covered by TRAINING INSTITUTION in some instances.

D. Students shall receive no salary or stipend for the clinical service they may give in the course of the clinical experience.

E. HOME HEALTH will not furnish any uniform or transportation for the students.

F. The standards of the healthcare programs shall be maintained by TRAINING INSTITUTION and HOME HEALTH at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

G. It is understood by both HOME HEALTH and TRAINING INSTITUTION that abuse of drugs, alcoholic beverages or other chemicals can result in unsafe patient care. It is, therefore, mandatory that the instructor have authority to take appropriate corrective action in the clinical area concerning student conduct and performance in this regard.
H. TRAINING INSTITUTION and HOME HEALTH shall not discriminate 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 in its acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by TRAINING INSTITUTION.

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A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party one full semester advance written notice. The students then enrolled in the program at HOME HEALTH shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either party may terminate this Agreement at any time for cause upon delivery of a written notice to the other party if the other party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other party stating the specific default.

V. PROVISIONS OF THE AGREEMENT

A. Assignment. Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party.

B. Amendment. This Agreement may not be amended except by written Agreement signed by both parties.

C. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the parties and their respective successors and permitted assigns.

D. Non-Assumption of Liabilities. Neither party shall be liable for the prior, existing or future obligations, liabilities or debts of the other party.

E. Impossibility of Performance. Neither party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

F. Waiver. The waiver or failure of either party to enforce the terms of this Agreement shall not constitute a waiver of the party’s rights under this Agreement with respect to any other violation.

G. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

H. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

I. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter contained herein. No representations, promises, understandings or agreements, oral or written, not contained in this Agreement or its exhibits shall have any force or effect.

J. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as either party shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.
To HOME HEALTH: Henry Mayo Newhall Memorial Hospital  
23845 McBean Parkway  
Valencia, CA 91355-2083  
Attention: Glenda Schneider

To TRAINING INSTITUTION: Santa Clarita Community College District  
College of the Canyons  
26455 North Rockwell Canyon Road  
Santa Clarita, CA 91355  
Attention: Sue Albert, Nursing

VI. TERM OF AGREEMENT

This Agreement shall commence upon signing by both parties and shall terminate on December 31, 2010, except as provided for in Section IV, Termination of Agreement, above.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year shown below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
HENRY MAYO NEWHALL MEMORIAL HOSPITAL

BY:  
Authorized Representative

Print Name  MITJL CAPET  
Print Title  ASST SUPT/VP - INSTRUCTION  
Date

BY:  
Authorized Representative

Print Name  
Print Title  
Date

Board Date  11-11-09
EXHIBIT A
HIPAA BUSINESS ASSOCIATE

For purposes of this Exhibit, Hospital/Clinic/Healthcare Facility acknowledges that it is a "Covered Entity" [defined in paragraph 1(b) below] and shall hereinafter be referred to as such; and Training Institution acknowledges that it is a "Business Associate" [defined in paragraph 1(a)] and shall hereinafter be referred to as such.

RECITALS

A. Under the Agreement, Business Associate has access to certain Covered Entity Data [defined in paragraph 1(f)], which includes both patients' protected health information ("PHI") and non-PHI disclosed or made available by or on behalf of COVERED ENTITY TO BUSINESS ASSOCIATE and derivatives thereof.

B. COVERED ENTITY and BUSINESS ASSOCIATE are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other privacy laws which protect the security and confidentiality of a patient's PHI; and, in accordance with HIPAA, COVERED ENTITY and BUSINESS ASSOCIATE are required to enter into a contract containing specific requirements restricting the use and disclosure of PHI.

1. Definitions:

(a) "Business Associate" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d) below] and which includes a third party that performs functions for or on behalf of COVERED ENTITY and has access to COVERED ENTITY's PHI and uses such PHI in the performance of its functions.

(b) "Covered Entity" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d)], which includes a hospital, since it provides health care and transmits health information in electronic form in the course of its standard functions.

(c) "Patient" shall have the same meaning as the term "individual" under the Privacy Rule [defined in paragraph 1(d)] and shall include a person who qualifies as a personal representative.

(d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, subparts A and E and amendments thereto.

(e) "Protected Health Information" ("PHI") shall have the same meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to patient; or the past, present or future payment of for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

(f) "Covered Entity Data" shall mean PHI and non-PHI, disclosed or made available by or on behalf of COVERED ENTITY to BUSINESS ASSOCIATE, and shall include derivatives thereof created by BUSINESS ASSOCIATE or his agents.

(g) "Designated Record Set" shall have the same meaning given to such term under HIPAA and shall include patients' medical or billing records or any group of records which contains PHI that are used, in whole or in part, by or for COVERED ENTITY to make decisions about patients.

(h) "Data Aggregation" shall have the same meaning given to such term under HIPAA and shall include the combining of PHI received or created by BUSINESS ASSOCIATE to permit data analyses relating to healthcare operations of COVERED ENTITY.

(i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures by BUSINESS ASSOCIATE

(a) Except as otherwise limited in the Agreement and this Exhibit, BUSINESS ASSOCIATE may use or disclose COVERED ENTITY Data only for the benefit of COVERED ENTITY and to perform functions, activities, or services as specified in the Agreement. BUSINESS ASSOCIATE warrants and represents that each of the data elements of any PHI that it may access or receive from COVERED ENTITY is minimally necessary to provide the services under the Agreement.

(b) Except as otherwise limited in the Agreement and this Exhibit, BUSINESS ASSOCIATE may use or disclose COVERED ENTITY Data for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided that (i) the disclosure is required by law, or (ii) the BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only for the purpose that the disclosure was made and that such person will prevent its further use or disclosure.

(c) Except as otherwise limited in the Agreement and this Exhibit, BUSINESS ASSOCIATE may use PHI to provide data aggregation services only for COVERED ENTITY.

3. Obligations of BUSINESS ASSOCIATE:

(a) BUSINESS ASSOCIATE agrees to not use or further disclose COVERED ENTITY Data other than as permitted or required by the Agreement, this Exhibit or as required by law.

(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent further use or disclosure of COVERED ENTITY Data.
other than as provided for by the Agreement and this Exhibit.

c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of Covered Entity Data by Business Associate in violation of the Agreement and this Exhibit.

d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of Covered Entity Data not provided for by the Agreement and/or this Exhibit, including any requests for inspection, copying or amendment of such information.

e) Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom it provides Covered Entity Data, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. Notwithstanding the foregoing or anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service under the Agreement without the express written consent of an authorized representative of the Covered Entity and only after such agent or subcontractor has agreed in writing to comply with the same restrictions and conditions that apply to Business Associate under the Agreement and this Exhibit with respect to such information.

f) Business Associate agrees to provide prompt access to Covered Entity Data in designated record sets to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA. If Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity’s Privacy Official of such request and await such official’s denial or approval of the request.

g) Business Associate agrees to promptly make amendment(s) to Covered Entity Data requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to meet the requirements of HIPAA. If Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity’s Privacy Official of such request and await such official’s denial or approval of the request.

h) Business Associate agrees to promptly make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or Secretary, to enable the Secretary to determine compliance with HIPAA.

i) Business Associate agrees to document and provide to Covered Entity all disclosures of Covered Entity Data and information related to such disclosures, and shall do so in the time and manner designated by Covered Entity, to enable it to meet privacy law requirements for an accounting of such disclosures.

j) Business Associate agrees to cooperate with the Covered Entity and its medical staff to preserve and protect the confidentiality of Covered Entity Data accessed or used pursuant to the Agreement and will not disclose or testify about such information after the termination of the Agreement, except when required by law.

k) Business Associate agrees to maintain a record of all requests for inspection, copying, amendment(s) and requests for disclosure of Covered Entity Data not provided for by the Agreement, including those initiated by Patient, Covered Entity, or third parties, and to promptly provide such documentation to Covered Entity upon request.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with a copy of its notice of privacy practices as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

5. Effect of Breach of Obligations

Should Business Associate breach any of its obligations herein, Covered Entity shall have the option to either:

(a) Provide Business Associate an opportunity to cure the breach and end the violation within the time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as specified by Covered Entity, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its payment obligations and obligations and in providing information, materials, equipment or resources to Business Associate; or

(b) Immediately terminate this Agreement, without prejudice to other legal remedies available to Covered Entity.

6. Effect of Termination

(a) Upon termination of this Agreement, Business Associate shall promptly return to Covered Entity all Covered Entity Data or, upon Covered Entity's request, destroy such data. This provision shall apply to Covered Entity Data in the possession of subcontractors or agents of Business Associate. Upon destruction of Covered Entity's Data, Business Associate shall certify in writing that such information has been destroyed. Notwithstanding the foregoing, Business Associate shall notify Covered Entity in writing about its intent to destroy data within ten (10) days before such date of destruction. If Covered Entity requests the return of any Covered Entity Data, Business Associate shall comply as requested.

(b) If the return or destruction of Covered Entity Data is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of Covered Entity Data is unfeasible; Business Associate shall extend the protections of this Exhibit to such data and shall limit its further use or disclosure to purposes that make its return or destruction unfeasible.

HIPAA Business Associate Exhibit A
SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
College of the Canyons

MISSION COMMUNITY HOSPITAL  
ALLIED HEALTH STUDENT EDUCATION AGREEMENT

This Agreement is made by and between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter referred to as “TRAINING INSTITUTION” and MISSION COMMUNITY HOSPITAL, Los Angeles County, California, hereinafter referred to as “CENTER”.

RECITALS

WHEREAS, TRAINING INSTITUTION has approved healthcare education programs which require clinical experience; and

WHEREAS, CENTER has the facilities for providing this clinical experience and;

WHEREAS, it is essential for students in healthcare education programs at TRAINING INSTITUTION to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to CENTER to contribute to the education of a future supply of healthcare professionals;

NOW THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the parties hereto do hereby agree as follows:

I. GENERAL RESPONSIBILITIES OF TRAINING INSTITUTION

A. TRAINING INSTITUTION shall designate students from those enrolled in the Nursing Program for Registered Nurses (RN), Licensed Vocational Nursing (LVN), Certified Nursing Assistant (CNA) and/or other Allied Health Programs for assignment to CENTER for clinical experience.

B. TRAINING INSTITUTION shall require of those enrolled in the Allied Health Programs, completion of “Statement of Criminal Clearance” prior to participation in Allied Health Programs. Submission of “Statement of Criminal Clearance” is a TRAINING INSTITUTION prerequisite for participation within Allied Health Programs as set forth in regulation mandates by the State of California, Department of Health Services.

TRAINING INSTITUTION represents and warrants that prior to student’s participation in this program, it has conducted a criminal background check to include, as a minimum, a state and county criminal history investigation and a state sex offender search where the student resides and where CENTER is located. Any criminal history identified shall be reported to CENTER.

C. TRAINING INSTITUTION shall annually examine each student and instructor for physical fitness and provide certification to CENTER of physical fitness, immunization for measles; mumps; rubella; varicella or titres to demonstrate immunity; Hepatitis B (for students and instructors working in moderate-to-high risk areas) or documentation of declination of Hepatitis vaccination; and negative tuberculin skin test within the past 12 months (if positive PPD then normal chest x-ray is required). Students must sign a school waiver form if they do not wish to receive specific vaccines.

D. TRAINING INSTITUTION shall provide evidence of students’ training in infection control procedures, blood borne pathogen exposure control (per OSHA regulations), and Material Safety Data Sheet (MSDS) and hazardous substances procedures prior to the students beginning their clinical assignments which will include a course in phlebotomy. CENTER will supply TRAINING INSTITUTION with a list of hazardous substances in pertinent departments if requested.
E. TRAINING INSTITUTION shall require current Cardiac Pulmonary Resuscitation (CPR) certification and a Current Fire Card of each student prior to beginning the clinical rotation. Evidence of CPR certification and a current Fire Card for all students will be provided to CENTER prior to the students beginning their rotation.

F. TRAINING INSTITUTION shall designate no student who will reach the sixth month of pregnancy during clinical experience except those recommended by their personal physician.

G. TRAINING INSTITUTION shall require that their students wear an appropriate, designated student uniform or lab coat, which student shall be required to provide, in keeping with requirements and dress code as described in the College of the Canyons’ “Nursing Student Handbook”. All students and instructors shall be required to wear a photo ID nametag stating their name and institution and designating them as a student or instructor.

H. TRAINING INSTITUTION shall provide adequate, on-site supervision of students per program requirements and as described in the “Nurse Practice Act”, while training is in effect unless other arrangements are specifically agreed upon by CENTER and TRAINING INSTITUTION.

I. TRAINING INSTITUTION shall provide secretarial service for attendance and academic records and the preparation of official reports for local, state and other supervisory groups.

J. TRAINING INSTITUTION shall prepare the necessary schedules, directives and memoranda relating particularly to the healthcare education program for the clinical divisions at CENTER operating within the healthcare program.

K. TRAINING INSTITUTION shall, prior to the start of each school semester, furnish CENTER Education Director, or designated representative, the following information:

1. A schedule of dates on which clinical instruction will be given at CENTER.

2. A list indicating the total number and names of student nurses who will be assigned to CENTER for clinical experience during that semester. TRAINING INSTITUTION shall notify CENTER, in advance, of any changes in assignment of students for clinical experience made during the semester.

L. TRAINING INSTITUTION shall provide for the development, organization and implementation of curriculum for clinical instruction given at CENTER. TRAINING INSTITUTION will provide the Education Director of CENTER with the following:

1. Current clinical goals and objectives for each semester.

2. Evidence that validation of instructors’ approval by Board of Registered Nursing (BSN) and California licenses are on file at TRAINING INSTITUTION unless other faculty arrangements are made with CENTER (e.g., CENTER employees act as instructors for program).

M. TRAINING INSTITUTION shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all students whose presence causes a danger to persons or property or threatens to disrupt the instructional process.

N. TRAINING INSTITUTION agrees to carry Workers’ Compensation Insurance on students working at CENTER during clinical assignments and to maintain such records as are required for audit purposes by the insuring agency. Workers’ Compensation Insurance will be adequate to protect TRAINING INSTITUTION and CENTER from claims under Workers’ Compensation Acts.

O. TRAINING INSTITUTION shall secure and maintain insurance as set forth below, adequate to protect it from claims which may arise from the performance of this Agreement; and TRAINING INSTITUTION shall furnish to CENTER certificates upon request of such insurance which shall include a minimum thirty (30) day cancellation clause:
1. Workers’ Compensation Insurance as required by statutory insurance requirement of the State of California.

2. Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than One Million Dollars ($1,000,000) for each occurrence, and Property Damage limit of not less than Two Million Dollars ($2,000,000).

3. Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for its instructors and students per occurrence and Three Million Dollars ($3,000,000) in aggregate to protect TRAINING INSTITUTION and HOSPITAL from claims arising through the performance of this Agreement.

4. Student Accident insurance.

P. TRAINING INSTITUTION acknowledges and agrees that it is a “Business Associate” as such term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and rules and regulations promulgated thereunder, and covenants to comply with comprehensive privacy and security policies and procedures related to individually-identifiable health information. TRAINING INSTITUTION agrees that it shall be bound by the obligations of a Business Associate as such obligations are more specifically defined in the HIPAA, Exhibit A, attached hereto and made a part hereof.

Q. TRAINING INSTITUTION agrees to indemnify, defend and hold harmless CENTER and each of its, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against TRAINING INSTITUTION, CENTER or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by TRAINING INSTITUTION, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of CENTER.

R. TRAINING INSTITUTION shall instruct all faculty members as well as students regarding the confidentiality of all information obtained concerning any patient, event or occurrence at CENTER.

II. GENERAL RESPONSIBILITIES OF CENTER

A. CENTER shall provide clinical experience and observational opportunities of educational value in appropriate clinical facilities for learning experiences for students designated by TRAINING INSTITUTION.

B. CENTER shall accept students designated by TRAINING INSTITUTION for clinical experience assignments. Student-faculty ratio will not exceed 1:15. (Faculty to be provided by TRAINING INSTITUTION unless other arrangements are made with CENTER.)

C. CENTER shall provide an Education Director who shall coordinate the training programs, the arrangement for classrooms, the use of visual aids and student orientation to the organization, including basic safety issue.

D. CENTER shall provide qualified healthcare personnel in each area where students are receiving clinical experience.

E. CENTER shall provide suitable classroom facilities for the clinical instructor when available.

F. CENTER shall provide access to library and medical records for use by students as appropriate and as mutually defined by CENTER and TRAINING INSTITUTION.
G. CENTER recognizes that TRAINING INSTITUTION is responsible for the learning experiences of the students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of the observer with subsequent clarification to follow between the healthcare instructor and CENTER.

H. CENTER shall at all times retain the authority and responsibility for patient care and related duties when students are providing care within a patient care unit/development.

I. CENTER reserves the right to terminate at any time and for any reason, the clinical experience of any student.

J. CENTER shall provide, at TRAINING INSTITUTION’s cost, emergency medical treatment for those students and instructors who are injured while at CENTER. All students shall be covered by TRAINING INSTITUTION for Accident Insurance and Workers’ Compensation Insurance.

K. CENTER shall provide TRAINING INSTITUTION with copies of appropriate policies and procedures, as CENTER deems appropriate.

L. CENTER agrees to make their inservice programs open to students as appropriate.

M. CENTER agrees to indemnify, defend and hold harmless TRAINING INSTITUTION, the District's Board of Trustees, College of the Canyons Foundation and each of their, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against CENTER, TRAINING INSTITUTION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CENTER, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of TRAINING INSTITUTION.

III. TRAINING INSTITUTION AND CENTER FURTHER AGREE:

A. Designated students shall be subject to the rules and regulations of TRAINING INSTITUTION and CENTER.

B. The semester dates and the days and hours of the clinical experience assignments shall be mutually agreed upon by TRAINING INSTITUTION and CENTER.

C. Individual health insurance coverage is a responsibility of the students although the student may be covered by TRAINING INSTITUTION in some instances.

D. Students shall receive no salary or stipend for the clinical service they may give in the course of the clinical experience.

E. CENTER will not furnish any uniform or transportation for the students.

F. The standards of the healthcare programs shall be maintained by TRAINING INSTITUTION and CENTER at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

G. It is understood by both CENTER and TRAINING INSTITUTION that abuse of drugs, alcoholic beverages or other chemicals can result in unsafe patient care. It is, therefore, mandatory that the instructor have authority to take appropriate corrective action in the clinical area concerning student conduct and performance in this regard.

H. TRAINING INSTITUTION and CENTER shall not discriminate 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 in its acceptance, assignment, treatment, evaluation or
compensation of students who participate in programs sponsored or arranged by TRAINING INSTITUTION.

IV. TERMINATION OF AGREEMENT

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party one full semester advance written notice. The students then enrolled in the program at CENTER shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either party may terminate this Agreement at any time for cause upon delivery of a written notice to the other party if the other party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other party stating the specific default.

V. PROVISIONS OF THE AGREEMENT

A. Assignment. Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party.

B. Amendment. This Agreement may not be amended except by written Agreement signed by both parties.

C. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the parties and their respective successors and permitted assigns.

D. Non-Assumption of Liabilities. Neither party shall be liable for the prior, existing or future obligations, liabilities or debts of the other party.

E. Impossibility of Performance. Neither party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

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J. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as either party shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

To CENTER: Mission Community Hospital
14850 Roscoe Boulevard
To TRAINING INSTITUTION:
Santa Clarita Community College District
College of the Canyons
26455 North Rockwell Canyon Road
Santa Clarita, CA  91355
Attention:  Sue Albert, Nursing

VI.  TERM OF AGREEMENT

This Agreement shall commence upon signing by both parties and shall terminate on December 31, 2010, except as provided for in Section IV, Termination of Agreement, above.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year shown below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:  
Authorized Representative
Print Name    MITJL CAPET
Print Title  ASST SUPT/VP - INSTRUCTION
Date  11-11-09

MISSION COMMUNITY HOSPITAL

BY:  
Authorized Representative
Print Name
Print Title
Date
EXHIBIT A
HIPAA BUSINESS ASSOCIATE

For purposes of this Exhibit, Hospital/Clinic/Healthcare Facility acknowledges that it is a "Covered Entity" [defined in paragraph 1(b) below] and shall hereinafter be referred to as such; and Training Institution acknowledges that it is a "Business Associate" [defined in paragraph 1(a)] and shall hereinafter be referred to as such.

RECITALS

A. Under the Agreement, Business Associate has access to certain Covered Entity Data [defined in paragraph 1(f)], which includes both patients' protected health information ("PHI") and non-PHI disclosed or made available by or on behalf of Covered Entity to Business Associate and derivatives thereof.

B. Covered Entity and Business Associate are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other privacy laws which protect the security and confidentiality of a patient's PHI; and, in accordance with HIPAA, Covered Entity and Business Associate are required to enter into a contract containing specific requirements restricting the use and disclosure of PHI.

1. Definitions:
   (a) "Business Associate" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d) below] and which includes a third party that performs functions for or on behalf of Covered Entity and has access to Covered Entity's PHI and uses such PHI in the performance of its functions.
   (b) "Covered Entity" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d)], which includes a hospital, since it provides health care and transmits health information in electronic form in the course of its standard functions.
   (c) "Patient" shall have the same meaning as the term "individual" under the Privacy Rule [defined in paragraph 1(d)] and shall include a person who qualifies as a personal representative.
   (d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, subparts A and E and amendments thereto.
   (e) "Protected Health Information" ("PHI") shall have the same meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to patient; or the past, present or future payment of for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.
   (f) "Covered Entity Data" shall mean PHI and non-PHI, disclosed or made available by or on behalf of Covered Entity to Business Associate, and shall include derivatives thereof created by Business Associate or his agents.
   (g) "Designated Record Set" shall have the same meaning given to such term under HIPAA and shall include patients' medical or billing records or any group of records which contains PHI that are used, in whole or in part, by or for Covered Entity to make decisions about patients.
   (h) "Data Aggregation" shall have the same meaning given to such term under HIPAA and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to healthcare operations of Covered Entity.
   (i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures by Business Associate
   (a) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement. Business Associate warrants and represents that each of the data elements of any PHI that it may access or receive from Covered Entity is minimally necessary to provide the services under the Agreement.
   (b) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only for the purpose that the disclosure was made and that such person will prevent its further use or disclosure.
   (c) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use PHI to provide data aggregation services only for Covered Entity.

3. Obligations of Business Associate:
   (a) Business Associate agrees to not use or further disclose Covered Entity Data other than as permitted or required by the Agreement, this Exhibit or as required by law.
   (b) Business Associate agrees to use appropriate safeguards to prevent further use or disclosure of Covered Entity Data.
other than as provided for by the Agreement and this Exhibit.

(c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of Covered Entity Data by Business Associate in violation of the Agreement and this Exhibit.

d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of Covered Entity Data not provided for by the Agreement and/or this Exhibit, including any requests for inspection, copying or amendment of such information.

(e) Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom it provides Covered Entity Data, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. Notwithstanding the foregoing or anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service under the Agreement without the express written consent of an authorized representative of the Covered Entity and only after such agent or subcontractor has agreed in writing to comply with the same restrictions and conditions that apply to Business Associate under the Agreement and this Exhibit with respect to such information.

(f) Business Associate agrees to provide prompt access to Covered Entity Data in designated record sets to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA. If Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(g) Business Associate agrees to promptly make amendment(s) to Covered Entity Data requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to meet the requirements of HIPAA. If Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(h) Business Associate agrees to promptly make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Business Associate agrees to document and provide to Covered Entity all disclosures of Covered Entity Data and information related to such disclosures, and shall do so in the time and manner designated by Covered Entity, to enable it to meet privacy law requirements for an accounting of such disclosures.

(j) Business Associate agrees to cooperate with the Covered Entity and its medical staff to preserve and protect the confidentiality of Covered Entity Data accessed or used pursuant to the Agreement and will not disclose or testify about such information after the termination of the Agreement, except when required by law.

(k) Business Associate agrees to maintain a record of all requests for inspection, copying, amendment(s) and requests for disclosure of Covered Entity Data not provided for by the Agreement, including those initiated by Patient, Covered Entity, or third parties, and to promptly provide such documentation to Covered Entity upon request.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with a copy of its notice of privacy practices as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

5. Effect of Breach of Obligations

Should Business Associate breach any of its obligations herein, Covered Entity shall have the option to either:

(a) Provide Business Associate an opportunity to cure the breach and end the violation within the time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as specified by Covered Entity, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its payment obligations and obligations and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) Immediately terminate this Agreement, without prejudice to other legal remedies available to Covered Entity.

6. Effect of Termination

(a) Upon termination of this Agreement, Business Associate shall promptly return to Covered Entity all Covered Entity Data or, upon Covered Entity's request, destroy such data. This provision shall apply to Covered Entity Data in the possession of subcontractors or agents of Business Associate. Upon destruction of Covered Entity's Data, Business Associate shall certify in writing that such information has been destroyed. Notwithstanding the foregoing, Business Associate shall notify Covered Entity in writing about its intent to destroy data within ten (10) days before such date of destruction. If Covered Entity requests the return of any Covered Entity Data, Business Associate shall comply as requested.

(b) If the return or destruction of Covered Entity Data is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of Covered Entity Data is unfeasible; Business Associate shall extend the protections of this Exhibit to such data and shall limit its further use or disclosure to purposes that make its return or destruction unfeasible.
This Agreement is made by and between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter referred to as “TRAINING INSTITUTION” and SANTA CLARITA HOME HEALTH, Los Angeles County, California, hereinafter referred to as “CENTER”.

RECITALS

WHEREAS, TRAINING INSTITUTION has approved healthcare education programs which require clinical experience; and

WHEREAS, CENTER has the facilities for providing this clinical experience and;

WHEREAS, it is essential for students in healthcare education programs at TRAINING INSTITUTION to acquire such clinical experience during their learning process; and

WHEREAS, it is beneficial to CENTER to contribute to the education of a future supply of healthcare professionals;

NOW THEREFORE, in consideration of the Terms and Conditions hereinafter set forth, the parties hereto do hereby agree as follows:

I. GENERAL RESPONSIBILITIES OF TRAINING INSTITUTION

A. TRAINING INSTITUTION shall designate students from those enrolled in the Nursing Program for Registered Nurses (RN), Licensed Vocational Nursing (LVN), Certified Nursing Assistant (CNA) and/or other Allied Health Programs for assignment to CENTER for clinical experience.

B. TRAINING INSTITUTION shall require of those enrolled in the Allied Health Programs, completion of “Statement of Criminal Clearance” prior to participation in Allied Health Programs. Submission of “Statement of Criminal Clearance” is a TRAINING INSTITUTION prerequisite for participation within Allied Health Programs as set forth in regulation mandates by the State of California, Department of Health Services.

TRAINING INSTITUTION represents and warrants that prior to student’s participation in this program, it has conducted a criminal background check to include, as a minimum, a state and county criminal history investigation and a state sex offender search where the student resides and where CENTER is located. Any criminal history identified shall be reported to CENTER.

C. TRAINING INSTITUTION shall annually examine each student and instructor for physical fitness and provide certification to CENTER of physical fitness; immunization for measles; mumps; rubella; varicella or titres to demonstrate immunity; Hepatitis B (for students and instructors working in moderate-to-high risk areas) or documentation of declination of Hepatitis vaccination; and negative tuberculin skin test within the past 12 months (if positive PPD then normal chest x-ray is required). Students must sign a school waiver form if they do not wish to receive specific vaccines.

D. TRAINING INSTITUTION shall provide evidence of students’ training in infection control procedures, blood borne pathogen exposure control (per OSHA regulations), and Material Safety Data Sheet (MSDS) and hazardous substances procedures prior to the students beginning their clinical assignments which will include a course in phlebotomy. CENTER will supply TRAINING INSTITUTION with a list of hazardous substances in pertinent departments if requested.
E. TRAINING INSTITUTION shall require current Cardiac Pulmonary Resuscitation (CPR) certification and a Current Fire Card of each student prior to beginning the clinical rotation. Evidence of CPR certification and a current Fire Card for all students will be provided to CENTER prior to the students beginning their rotation.

F. TRAINING INSTITUTION shall designate no student who will reach the sixth month of pregnancy during clinical experience except those recommended by their personal physician.

G. TRAINING INSTITUTION shall require that their students wear an appropriate, designated student uniform or lab coat, which student shall be required to provide, in keeping with requirements and dress code as described in the College of the Canyons’ “Nursing Student Handbook”. All students and instructors shall be required to wear a photo ID nametag stating their name and institution and designating them as a student or instructor.

H. TRAINING INSTITUTION shall provide adequate, on-site supervision of students per program requirements and as described in the “Nurse Practice Act”, while training is in effect unless other arrangements are specifically agreed upon by CENTER and TRAINING INSTITUTION.

I. TRAINING INSTITUTION shall provide secretarial service for attendance and academic records and the preparation of official reports for local, state and other supervisory groups.

J. TRAINING INSTITUTION shall prepare the necessary schedules, directives and memoranda relating particularly to the healthcare education program for the clinical divisions at CENTER operating within the healthcare program.

K. TRAINING INSTITUTION shall, prior to the start of each school semester, furnish CENTER Education Director, or designated representative, the following information:

1. A schedule of dates on which clinical instruction will be given at CENTER.

2. A list indicating the total number and names of student nurses who will be assigned to CENTER for clinical experience during that semester. TRAINING INSTITUTION shall notify CENTER, in advance, of any changes in assignment of students for clinical experience made during the semester.

L. TRAINING INSTITUTION shall provide for the development, organization and implementation of curriculum for clinical instruction given at CENTER. TRAINING INSTITUTION will provide the Education Director of CENTER with the following:

1. Current clinical goals and objectives for each semester.

2. Evidence that validation of instructors’ approval by Board of Registered Nursing (BSN) and California licenses are on file at TRAINING INSTITUTION unless other faculty arrangements are made with CENTER (e.g., CENTER employees act as instructors for program).

M. TRAINING INSTITUTION shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all students whose presence causes a danger to persons or property or threatens to disrupt the instructional process.

N. TRAINING INSTITUTION agrees to carry Workers’ Compensation Insurance on students working at CENTER during clinical assignments and to maintain such records as are required for audit purposes by the insuring agency. Workers’ Compensation Insurance will be adequate to protect TRAINING INSTITUTION and CENTER from claims under Workers’ Compensation Acts.

O. TRAINING INSTITUTION shall secure and maintain insurance as set forth below, adequate to protect it from claims which may arise from the performance of this Agreement; and TRAINING INSTITUTION shall furnish to CENTER certificates upon request of such insurance which shall include a minimum thirty (30) day cancellation clause.
1. Workers’ Compensation Insurance as required by statutory insurance requirement of the State of California.

2. Comprehensive Bodily Injury and Property Damage Liability Insurance with Bodily Injury limits of not less than One Million Dollars ($1,000,000) for each occurrence, and Property Damage limit of not less than Two Million Dollars ($2,000,000).

3. Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) for its instructors and students per occurrence and Three Million Dollars ($3,000,000) in aggregate to protect TRAINING INSTITUTION and HOSPITAL from claims arising through the performance of this Agreement.

4. Student Accident insurance.

P. TRAINING INSTITUTION acknowledges and agrees that it is a “Business Associate” as such term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and rules and regulations promulgated thereunder, and covenants to comply with comprehensive privacy and security policies and procedures related to individually-identifiable health information. TRAINING INSTITUTION agrees that it shall be bound by the obligations of a Business Associate as such obligations are more specifically defined in the HIPAA, Exhibit A, attached hereto and made a part hereof.

Q. TRAINING INSTITUTION agrees to indemnify, defend and hold harmless CENTER and each of its, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against TRAINING INSTITUTION, CENTER or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by TRAINING INSTITUTION, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of CENTER.

R. TRAINING INSTITUTION shall instruct all faculty members as well as students regarding the confidentiality of all information obtained concerning any patient, event or occurrence at CENTER.

II. GENERAL RESPONSIBILITIES OF CENTER

A. CENTER shall provide clinical experience and observational opportunities of educational value in appropriate clinical facilities for learning experiences for students designated by TRAINING INSTITUTION.

B. CENTER shall accept students designated by TRAINING INSTITUTION for clinical experience assignments. Student-faculty ratio will not exceed 1:15. (Faculty to be provided by TRAINING INSTITUTION unless other arrangements are made with CENTER.)

C. CENTER shall provide an Education Director who shall coordinate the training programs, the arrangement for classrooms, the use of visual aids and student orientation to the organization, including basic safety issue.

D. CENTER shall provide qualified healthcare personnel in each area where students are receiving clinical experience.

E. CENTER shall provide suitable classroom facilities for the clinical instructor when available.

F. CENTER shall provide access to library and medical records for use by students as appropriate and as mutually defined by CENTER and TRAINING INSTITUTION.
G. CENTER recognizes that TRAINING INSTITUTION is responsible for the learning experiences of the students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of the observer with subsequent clarification to follow between the healthcare instructor and CENTER.

H. CENTER shall at all times retain the authority and responsibility for patient care and related duties when students are providing care within a patient care unit/development.

I. CENTER reserves the right to terminate at any time and for any reason, the clinical experience of any student.

J. CENTER shall provide, at TRAINING INSTITUTION’s cost, emergency medical treatment for those students and instructors who are injured while at CENTER. All students shall be covered by TRAINING INSTITUTION for Accident Insurance and Workers’ Compensation Insurance.

K. CENTER shall provide TRAINING INSTITUTION with copies of appropriate policies and procedures, as CENTER deems appropriate.

L. CENTER agrees to make their inservice programs open to students as appropriate.

M. CENTER agrees to indemnify, defend and hold harmless TRAINING INSTITUTION, the District’s Board of Trustees, College of the Canyons Foundation and each of their, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against CENTER, TRAINING INSTITUTION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CENTER, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of TRAINING INSTITUTION.

III. TRAINING INSTITUTION AND CENTER FURTHER AGREE:

A. Designated students shall be subject to the rules and regulations of TRAINING INSTITUTION and CENTER.

B. The semester dates and the days and hours of the clinical experience assignments shall be mutually agreed upon by TRAINING INSTITUTION and CENTER.

C. Individual health insurance coverage is a responsibility of the students although the student may be covered by TRAINING INSTITUTION in some instances.

D. Students shall receive no salary or stipend for the clinical service they may give in the course of the clinical experience.

E. CENTER will not furnish any uniform or transportation for the students.

F. The standards of the healthcare programs shall be maintained by TRAINING INSTITUTION and CENTER at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

G. It is understood by both CENTER and TRAINING INSTITUTION that abuse of drugs, alcoholic beverages or other chemicals can result in unsafe patient care. It is, therefore, mandatory that the instructor have authority to take appropriate corrective action in the clinical area concerning student conduct and performance in this regard.

H. TRAINING INSTITUTION and CENTER shall not discriminate 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 in its acceptance, assignment, treatment, evaluation or
IV. TERMINATION OF AGREEMENT

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party one full semester advance written notice. The students then enrolled in the program at CENTER shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either party may terminate this Agreement at any time for cause upon delivery of a written notice to the other party if the other party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other party stating the specific default.

V. PROVISIONS OF THE AGREEMENT

A. Assignment. Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party.

B. Amendment. This Agreement may not be amended except by written Agreement signed by both parties.

C. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the parties and their respective successors and permitted assigns.

D. Non-Assumption of Liabilities. Neither party shall be liable for the prior, existing or future obligations, liabilities or debts of the other party.

E. Impossibility of Performance. Neither party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

F. Waiver. The waiver or failure of either party to enforce the terms of this Agreement shall not constitute a waiver of the party’s rights under this Agreement with respect to any other violation.

G. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

H. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

I. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter contained herein. No representations, promises, understandings or agreements, oral or written, not contained in this Agreement or its exhibits shall have any force or effect.

J. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as either party shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

To CENTER: Santa Clarita Home Health
23655 San Fernando Road
VI. TERM OF AGREEMENT

This Agreement shall commence upon signing by both parties and shall terminate on December 31, 2010, except as provided for in Section IV, Termination of Agreement, above.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year shown below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: Authorized Representative

Print Name MITJL CAPET
Print Title ASST SUPT/VP - INSTRUCTION
Date Board Date 11-11-09

SANTA CLARITA HOME HEALTH

BY: Authorized Representative

Print Name
Print Title
Date
EXHIBIT A
HIPAA BUSINESS ASSOCIATE

For purposes of this Exhibit, Hospital/Clinic/Healthcare Facility acknowledges that it is a "Covered Entity" [defined in paragraph 1(b) below] and shall hereinafter be referred to as such; and Training Institution acknowledges that it is a "Business Associate" [defined in paragraph 1(a)] and shall hereinafter be referred to as such.

RECITALS

A. Under the Agreement, Business Associate has access to certain Covered Entity Data [defined in paragraph 1(f)], which includes both patients' protected health information ("PHI") and non-PHI disclosed or made available by or on behalf of Covered Entity to Business Associate and derivatives thereof.

B. Covered Entity and Business Associate are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other privacy laws which protect the security and confidentiality of a patient's PHI; and, in accordance with HIPAA, Covered Entity and Business Associate are required to enter into a contract containing specific requirements restricting the use and disclosure of PHI.

1. Definitions:

   (a) "Business Associate" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d) below] and which includes a third party that performs functions for or on behalf of Covered Entity and has access to Covered Entity's PHI and uses such PHI in the performance of its functions.

   (b) "Covered Entity" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d)], which includes a hospital, since it provides health care and transmits health information in electronic form in the course of its standard functions.

   (c) "Patient" shall have the same meaning as the term "individual" under the Privacy Rule [defined in paragraph 1(d)] and shall include a person who qualifies as a personal representative.

   (d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, subparts A and E and amendments thereto.

   (e) "Protected Health Information" ("PHI") shall have the same meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to patient; or the past, present or future payment of for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

   (f) "Covered Entity Data" shall mean PHI and non-PHI, disclosed or made available by or on behalf of Covered Entity to Business Associate, and shall include derivatives thereof created by Business Associate or his agents.

   (g) "Designated Record Set" shall have the same meaning given to such term under HIPAA and shall include patients' medical or billing records or any group of records which contains PHI that are used, in whole or in part, by or for Covered Entity to make decisions about patients.

   (h) "Data Aggregation" shall have the same meaning given to such term under HIPAA and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to healthcare operations of Covered Entity.

   (i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures by Business Associate

   (a) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement. Business Associate warrants and represents that each of the data elements of any PHI that it may access or receive from Covered Entity is minimally necessary to provide the services under the Agreement.

   (b) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only for the purpose that the disclosure was made and that such person will prevent its further use or disclosure.

   (c) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use PHI to provide data aggregation services only for Covered Entity.

3. Obligations of Business Associate:

   (a) Business Associate agrees to not use or further disclose Covered Entity Data other than as permitted or required by the Agreement, this Exhibit or as required by law.

   (b) Business Associate agrees to use appropriate safeguards to prevent further use or disclosure of Covered Entity Data.
other than as provided for by the Agreement and this Exhibit.

(c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of Covered Entity Data by Business Associate in violation of the Agreement and this Exhibit.

(d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of Covered Entity Data not provided for by the Agreement and/or this Exhibit, including any requests for inspection, copying or amendment of such information.

(e) Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom it provides Covered Entity Data, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. Notwithstanding the foregoing or anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service under the Agreement without the express written consent of an authorized representative of the Covered Entity and only after such agent or subcontractor has agreed in writing to comply with the same restrictions and conditions that apply to Business Associate under the Agreement and this Exhibit with respect to such information.

(f) Business Associate agrees to provide prompt access to Covered Entity Data in designated record sets to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA. If Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(g) Business Associate agrees to promptly make amendment(s) to Covered Entity Data requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to meet the requirements of HIPAA. If Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(h) Business Associate agrees to promptly make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Business Associate agrees to document and provide to Covered Entity all disclosures of Covered Entity Data and information related to such disclosures, and shall do so in the time and manner designated by Covered Entity, to enable it to meet privacy law requirements for an accounting of such disclosures.

(j) Business Associate agrees to cooperate with the Covered Entity and its medical staff to preserve and protect the confidentiality of Covered Entity Data accessed or used pursuant to the Agreement and will not disclose or testify about such information after the termination of the Agreement, except when required by law.

(k) Business Associate agrees to maintain a record of all requests for inspection, copying, amendment(s) and requests for disclosure of Covered Entity Data not provided for by the Agreement, including those initiated by Patient, Covered Entity, or third parties, and to promptly provide such documentation to Covered Entity upon request.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with a copy of its notice of privacy practices as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

5. Effect of Breach of Obligations

Should Business Associate breach any of its obligations herein, Covered Entity shall have the option to either:

(a) Provide Business Associate an opportunity to cure the breach and end the violation within the time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as specified by Covered Entity, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its payment obligations and obligations and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) Immediately terminate this Agreement, without prejudice to other legal remedies available to Covered Entity.

6. Effect of Termination

(a) Upon termination of this Agreement, Business Associate shall promptly return to Covered Entity all Covered Entity Data or, upon Covered Entity's request, destroy such data. This provision shall apply to Covered Entity Data in the possession of subcontractors or agents of Business Associate. Upon destruction of Covered Entity's Data, Business Associate shall certify in writing that such information has been destroyed. Notwithstanding the foregoing, Business Associate shall notify Covered Entity in writing about its intent to destroy data within ten (10) days before such date of destruction. If Covered Entity requests the return of any Covered Entity Data, Business Associate shall comply as requested.

(b) If the return or destruction of Covered Entity Data is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of Covered Entity Data is infeasible; Business Associate shall extend the protections of this Exhibit to such data and shall limit its further use or disclosure to purposes that make its return or destruction infeasible.

HIPAA Business Associate Exhibit A
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Renewal of Contract Between Santa Clarita Community College District and California State University, Los Angeles for Nursing Program (Allied Health)

ACTION/CONSENT

BACKGROUND / ANALYSIS:
This is a renewal of the contract currently in place between the Santa Clarita Community College District and California State University, Los Angeles. The agreement allows the COC nursing faculty to be a preceptor for the CSULA Masters in Nursing Science and nursing education students. Our faculty members are volunteers in this role. The student works with our faculty in the clinical area and will present 1 to 2 lectures under the supervision of the COC faculty member.

A copy of the renewal contract is available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
There is no fiscal impact to the Santa Clarita Community College District.

RECOMMENDATIONS:
Move approval of contract renewal between Santa Clarita Community College District and California State University, Los Angeles for Nursing Program (Allied Health).

Submitted by: Sue Albert  Dean, Allied Health

Recommended by: Dr. Mitjl Capet  Asst Superintendent/VP, Instruction

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

NURSING PRECEPTOR AGREEMENT
BETWEEN SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND
CALIFORNIA STATE UNIVERSITY, LOS ANGELES

THIS AGREEMENT is made by and between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter referred to as “DISTRICT” and CALIFORNIA STATE UNIVERSITY, LOS ANGELES, Los Angeles County, California, hereinafter referred to as “UNIVERSITY”.

RECITALS

WHEREAS, the goal of the Preceptor program is to provide students in the Masters program in Nursing Education an opportunity to acquire needed experience prior to becoming faculty members; and

WHEREAS, University has an approved Graduate Nursing Program and such program requires clinical experience and the use of clinical facilities; and

WHEREAS, District has the facilities, or arrangements with facilities, suitable for the clinical needs of the University programs in health science; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University’s Graduate Nursing Program use such facilities for their advanced field experience,

NOW THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter set forth and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

AGREEMENT

I. GENERAL RESPONSIBILITIES OF DISTRICT

A. District shall permit each student who is designated by the University, pursuant to Section II herein, to participate in the District's Preceptor program in the following types of positions and shall furnish and permit such students access to appropriate facilities for such experience:
   1. Nurse Practitioner Programs
   2. Clinical Nurse Specialist Programs
   3. Case Management Programs
   4. Advanced Field Study

B. District shall maintain sole responsibility for preceptor services rendered to students.

C. Students assigned to the District for clinical, teaching and/or observation experiences are under the supervision, control and responsibility of the District while participating in the Preceptor program.

D. District shall provide students with qualified preceptors (as defined in the Board of Registered Nurses (BRN) and National League for Nursing (NLN) requirements for nursing instruction in an Associate Degree in Nursing (ADN) program). Preceptor will be resource person for students in the clinical setting.

E. District shall furnish appropriate learning resources in such a manner that there will be equal use thereof between the University’s students and students from other educational institutions, if any.

F. District shall provide qualified preceptors for coordination and/or administration of the Preceptor program. Preceptors will plan, supervise and evaluate student learning experiences. Preceptors will meet with University faculty member(s) responsible for Graduate Nursing Program seminars to coordinate seminar content and field study learning experiences. Selection of preceptors will be mutually agreed upon by the University and the District.

G. District shall provide students, prior to beginning the Preceptor program, with orientation to:
   1. District’s programs within the framework of the Adjunct Faculty orientation;
   2. Hospital’s programs based on the individual hospital’s requirements.

H. District shall meet with University’s designated nursing faculty regularly to plan and promote effective learning experiences through the Preceptor program.
I. District shall have the right, after consultation with University, to refuse to accept in the Preceptor program any of the University’s students who, in the District’s judgment, are not participating satisfactorily in said program.

J. District shall retain the right, in its sole discretion, to immediately transfer from participating facility or clinical area, or request the removal from the premises, any and all students whose presence causes a danger to persons or property or threatens to disrupt the instructional process.

K. District shall provide University with verification that they are accredited by appropriate state/federal bodies.

II. GENERAL RESPONSIBILITIES OF UNIVERSITY

A. University shall assume full responsibility for offering educational programs accredited as required by the University system; and for determining standards of education, hours of instruction, learning experiences, administration, matriculation, promotion and graduation.

B. University shall provide District with written philosophy, course objectives for the Preceptor program, course outline and course objective prior to the student’s placement in Preceptor program. University, together with District, will make arrangements for evaluating the learning experience.

C. University will plan with District, in advance, its schedule of student assignments to the designated areas, including dates and numbers of students.

D. University shall keep all attendance and academic records of students participating in Preceptor program as required by the appropriate State regulatory agency or at least four (4) years, whichever is longer.

E. University shall provide education as described in the OSHA Bloodborne Disease standards.

F. University will inform students of the District’s requirement for an annual physical fitness examination and certification of physical fitness for nursing students and University will certify to District, at the time each student first reports to District to participate in Preceptor program, that student will comply with said health requirements.

G. University shall ensure that students comply with District’s immunization requirements (students must sign a school waiver form if they do not wish to receive specific vaccines):
   1. Measles, mumps, rubella, varicella or titres to demonstrate immunity.
   2. Hepatitis B (for students working in moderate-to-high risk areas) or documentation of declination of Hepatitis vaccination.
   3. Negative tuberculin skin test within the past 12 months (if positive PPD, then normal chest x-ray is required).

H. University shall require from each student participating in the Preceptor program:
   2. Current CPR provider card.

   A copy of each of the above will be provided for each student to the District’s Nursing Department.

I. University shall designate no student who will reach the sixth month of pregnancy during the Preceptor program except those recommended by their personal physician.

J. University shall require every student to conform to all applicable District policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the University and District.

K. University shall be responsible for instructing students regarding the confidentiality of all records and information obtained concerning any patient, event or occurrence encountered during the Preceptor program.

L. University shall require that their students wear an appropriate, designated student uniform or lab coat, which student shall be required to provide, in keeping with the requirements and dress codes of the learning experience facility(ies).

M. University shall require students to wear a photo ID nametag stating their name and institution and designating them as a student.

N. University shall, in consultation and coordination with responsible District administrator or designee, plan for the learning experiences of the Preceptor program to be provided to students under this Agreement.

O. University shall, in consultation and coordination with responsible District administrator and preceptor(s), arrange for periodic conferences between appropriate representatives of the University and District to evaluate the learning experiences from the Preceptor program provided under this Agreement.

P. University shall provide, and be responsible for, care and control of the University’s educational supplies, materials and equipment used for instruction during Preceptor program.

III. INSURANCE
A. University shall deliver a copy of Certificate(s) of Insurance along with a copy of the Additional Insured Endorsement(s) no later than ten (10) days prior to the effective date of this Agreement.

1. Comprehensive General Liability and Professional Liability – University to carry a Comprehensive General Liability, including coverage for incidental contracts, Professional Liability (Errors & Omissions) insurance with limits of one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect University and District against liability or claims of liability which may arise out of this Agreement. University agrees to name District and District’s Board of Trustees as Additional Insured under this policy.

2. Workers’ Compensation - University shall secure and maintain worker’s compensation insurance as required by statutory insurance requirement of the State of California covering all personnel employed on the premises during the term of the Agreement whether said personnel are employed by the University or supplied by persons or entities other than the District.

3. Automobile Liability - University shall maintain, at their own expense, 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).

4. Evidence of Insurance - University shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection, including the satisfactory character of any Insurer, including a Best's rating of not less than A–VII and an admitted carrier in the State of California. 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. If requested by the District, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the District.

5. Notice of Cancellation - All policies required by this Agreement shall provide that District shall be given thirty (30) days’ notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.

6. Failure to Furnish or Maintain - In the event University fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the District may procure and maintain such coverages for all parties on behalf of University. University shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice. If University does not provide the required insurance, District can cancel and/or terminate the Agreement.

B. District shall maintain insurance as described in III.A. above.

C. University shall inform its students assigned to the District for the Preceptor program of the need for students to provide evidence of: comprehensive automobile liability insurance with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage professional liability insurance coverage of not less One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) annual aggregate. A copy of the Certificates of Insurance and of an Additional Insured Endorsements shall be provided to District’s Nursing Department prior to student beginning program.

IV. INDEMNIFICATION

A. University agrees to indemnify, defend and hold harmless District, the District’s Board of Trustees, College of the Canyons Foundation and each of their, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against University, District or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by University, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of District.

B. District agrees to indemnify, defend and hold harmless University and each of its, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney’s fees, whether against District, University or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by District, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of University.

V. AFFIRMATIVE ACTION
District and University shall not discriminate 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 in its acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District.

VI. PROVISIONS OF THE AGREEMENT

A. Assignment. Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party.

B. Amendment. This Agreement may not be amended except by written Agreement signed by both parties.

C. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the parties and their respective successors and permitted assigns.

D. Relationship. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District and their employees, students or agents, but rather is an Agreement by and between two independent contractors.

E. Compensation. University employees and students shall not be entitled to compensation from District in connection with any services or actions of benefit to District which are a part of, or related to, the Preceptor program. The District and its employees shall not be entitled to compensation from University for services or actions of benefit to District which are a part of, or related to, the Preceptor program.

F. Occurrence of Incidents. District shall timely notify University when any University employee or student has been involved in a reported incident and University shall have the opportunity to participate in any ongoing investigation and shall have access to any oral or written reports and any other documentation related to the reported incident. University shall cooperate in any investigation of a potential liability inducing incident.

G. Non-Assumption of Liabilities. Neither party shall be liable for the prior, existing or future obligations, liabilities or debts of the other party.

H. Impossibility of Performance. Neither party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

I. Waiver. The waiver or failure of either party to enforce the terms of this Agreement shall not constitute a waiver of the party’s rights under this Agreement with respect to any other violation.

J. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

K. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

L. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter contained herein. No representations, promises, understandings or agreements, oral or written, not contained in this Agreement or its exhibits shall have any force or effect.

M. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be personally delivered, sent by prepaid commercial overnight courier or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth below or such other address as University shall have specified most recently by written notice. Notice shall be deemed given on the date of delivery or given in person. Notice sent by overnight courier shall be deemed given on the first business day following the date so sent. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

To UNIVERSITY: California State University, Los Angeles
5151 State University Drive
Los Angeles, CA  90032
Attention:  Cont

To DISTRICT: Santa Clarita Community College District
26455 North Rockwell Canyon Road
Santa Clarita, CA  91355
Attention:  Sue Albert, Director-Nursing Program
VII. TERMINATION OF AGREEMENT

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party one full semester advance written notice. The students then enrolled in the program at District shall be entitled to complete the full semester prior to the termination of the Agreement.

B. Termination With Cause. Either party may terminate this Agreement at any time for cause upon delivery of a written notice to the other party if the other party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other party stating the specific default.

VII. TERM OF AGREEMENT

This Agreement shall commence upon signing by both parties and shall terminate on December 31, 2010, except as provided for in Section VII, Termination of Agreement, above.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year shown below.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

CALIFORNIA STATE UNIVERSITY, LOS ANGELES

BY:         BY:
_________________________________________  __________________________________________
Authorized Representative  Authorized Representative

Print Name  MITJL CAPET
Print Name
Print Title  ASST SUPT/VP INSTRUCTION
Print Title
Date
Date

Board Date  11-11-09
EXHIBIT A
HIPAA BUSINESS ASSOCIATE

For purposes of this Exhibit, Hospital/Clinic/Healthcare Facility acknowledges that it is a "Covered Entity" [defined in paragraph 1(b) below] and shall hereinafter be referred to as such; and Training Institution acknowledges that it is a "Business Associate" [defined in paragraph 1(a)] and shall hereinafter be referred to as such.

RECITALS

A. Under the Agreement, Business Associate has access to certain Covered Entity Data [defined in paragraph 1(f)], which includes both patients' protected health information ("PHI") and non-PHI disclosed or made available by or on behalf of Covered Entity to Business Associate and derivatives thereof.

B. Covered Entity and Business Associate are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other privacy laws which protect the security and confidentiality of a patient's PHI; and, in accordance with HIPAA, Covered Entity and Business Associate are required to enter into a contract containing specific requirements restricting the use and disclosure of PHI.

1. Definitions:

   (a) "Business Associate" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d) below] and which includes a third party that performs functions for or on behalf of Covered Entity and has access to Covered Entity's PHI and uses such PHI in the performance of its functions.

   (b) "Covered Entity" shall have the meaning given to such term under the Privacy Rule [defined in paragraph 1(d)], which includes a hospital, since it provides health care and transmits health information in electronic form in the course of its standard functions.

   (c) "Patient" shall have the same meaning as the term "individual" under the Privacy Rule [defined in paragraph 1(d)] and shall include a person who qualifies as a personal representative.

   (d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 164, subparts A and E and amendments thereto.

   (e) "Protected Health Information" ("PHI") shall have the same meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to patient; or the past, present or future payment of for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

   (f) "Covered Entity Data" shall mean PHI and non-PHI, disclosed or made available by or on behalf of Covered Entity to Business Associate, and shall include derivatives thereof created by Business Associate or his agents.

   (g) "Designated Record Set" shall have the same meaning given to such term under HIPAA and shall include patients' medical or billing records or any group of records which contains PHI that are used, in whole or in part, by or for Covered Entity to make decisions about patients.

   (h) "Data Aggregation" shall have the same meaning given to such term under HIPAA and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to healthcare operations of Covered Entity.

   (i) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Permitted Uses and Disclosures by Business Associate

   (a) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement. Business Associate warrants and represents that each of the data elements of any PHI that it may access or receive from Covered Entity is minimally necessary to provide the services under the Agreement.

   (b) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use or disclose Covered Entity Data for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be held confidentially and used or disclosed only for the purpose that the disclosure was made and that such person will prevent its further use or disclosure,

   (c) Except as otherwise limited in the Agreement and this Exhibit, Business Associate may use PHI to provide data aggregation services only for Covered Entity.

3. Obligations of Business Associate:

   (a) Business Associate agrees to not use or further disclose Covered Entity Data other than as permitted or required by the Agreement, this Exhibit or as required by law.

   (b) Business Associate agrees to use appropriate safeguards to prevent further use or disclosure of Covered Entity HIPAA Business Associate Exhibit A
Data other than as provided for by the Agreement and this Exhibit.

(c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of Covered Entity Data by Business Associate in violation of the Agreement and this Exhibit.

(d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of Covered Entity Data not provided for by the Agreement and/or this Exhibit, including any requests for inspection, copying or amendment of such information.

(e) Business Associate agrees to ensure in writing that any agent, including a subcontractor, to whom it provides Covered Entity Data, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. Notwithstanding the foregoing or anything to the contrary in the Agreement or this Exhibit, Business Associate shall not use any agent or subcontractor to perform any service under the Agreement without the express written consent of an authorized representative of the Covered Entity and only after such agent or subcontractor has agreed in writing to comply with the same restrictions and conditions that apply to Business Associate under the Agreement and this Exhibit with respect to such information.

(f) Business Associate agrees to provide prompt access to Covered Entity Data in designated record sets to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA. If Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(g) Business Associate agrees to promptly make amendment(s) to Covered Entity Data requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to meet the requirements of HIPAA. If Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's Privacy Official of such request and await such official's denial or approval of the request.

(h) Business Associate agrees to promptly make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Business Associate agrees to document and provide to Covered Entity all disclosures of Covered Entity Data and information related to such disclosures, and shall do so in the time and manner designated by Covered Entity, to enable it to meet privacy law requirements for an accounting of such disclosures.

(j) Business Associate agrees to cooperate with the Covered Entity and its medical staff to preserve and protect the confidentiality of Covered Entity Data accessed or used pursuant to the Agreement and will not disclose or testify about such information after the termination of the Agreement, except when required by law.

(k) Business Associate agrees to maintain a record of all requests for inspection, copying, amendment(s) and requests for disclosure of Covered Entity Data not provided for by the Agreement, including those initiated by Patient, Covered Entity, or third parties, and to promptly provide such documentation to Covered Entity upon request.

4. **Obligations of Covered Entity**

(a) Covered Entity shall provide Business Associate with a copy of its notice of privacy practices as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Patient to the use or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.

5. **Effect of Breach of Obligations**

Should Business Associate breach any of its obligations herein, Covered Entity shall have the option to either:

(a) Provide Business Associate an opportunity to cure the breach and end the violation within the time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as specified by Covered Entity, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its payment obligations and obligations to provide information, materials, equipment or resources to Business Associate; or

(b) Immediately terminate this Agreement, without prejudice to other legal remedies available to Covered Entity.

6. **Effect of Termination**

(a) Upon termination of this Agreement, Business Associate shall promptly return to Covered Entity all Covered Entity Data or, upon Covered Entity's request, destroy such data. This provision shall apply to Covered Entity Data in the possession of subcontractors or agents of Business Associate. Upon destruction of Covered Entity's Data, Business Associate shall certify in writing that such information has been destroyed. Notwithstanding the foregoing, Business Associate shall notify Covered Entity in writing about its intent to destroy data within ten (10) days before such date of destruction. If Covered Entity requests the return of any Covered Entity Data, Business Associate shall comply as requested.

(b) If the return or destruction of Covered Entity Data is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of Covered Entity Data is unfeasible, Business Associate shall extend the protections of this Exhibit to such data and shall limit its further use or disclosure to purposes that make its return or destruction unfeasible.
AGENDA
CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Amendment to the Contract Between Santa Clarita Community College District and Kaiser Foundation Hospital for Nursing Program (Allied Health)

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
Since May 2003, College of the Canyons students in our Allied Health nursing program have used Kaiser Foundation Hospital facilities to gain clinical nursing experience. This amendment to the existing contract with Kaiser is presented in order for College of the Canyons to continue to use the Kaiser facility for our Allied Health students.

A copy of the amendment is available upon request from the Instruction Office.

FISCAL IMPLICATIONS:
There is no fiscal impact to the Santa Clarita Community College District.

RECOMMENDATIONS:
Move approval of amendment between Santa Clarita Community College District and Kaiser Foundation Hospital for Nursing Program (Allied Health).

 Submitted by:          Approval for submission to Board of Trustees:

Sue Albert
Dean, Allied Health

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Mitjl Capet
Asst Superintendent/VP, Instruction
AMENDMENT NO. 9

AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT (“District”)
AND
KAISER FOUNDATION HOSPITALS (“Contractor”)

THIS AMENDMENT to the Clinical Programs Amendment No. 8 (“Amendment”) signed by the District on August 10, 2007, (“Agreement”), is entered into by and between District and Contractor on this ___ day November, 2009.

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

1. Effective on the date above, the Amendment shall be amended to include the following language to read in its entirety as follows:
   a. Term – The Term of the Agreement shall be extended to terminate on December 31, 2010.

2. Except as set forth herein, all other sections, subsections and provisions of the Agreement shall remain valid, enforceable and unaffected by the Amendment.

3. The individuals executing this Amendment on behalf of the named parties represent and warrant that they are authorized to do so.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the day and year first written above.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY:

AUTHORIZED REPRESENTATIVE

PRINT
NAME MITJL CAPET
Print ASST SUPT/VP - INSTRUCTION

Date
Board Meeting
Date of Approval 11-11-09

KAISER FOUNDATION HOSPITALS

BY:

Authorized Representative

Print
Name

Print
Title

Date

## BOARD OF TRUSTEES MEETING

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

**AGENDA** 11/11/09

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>BUSINESS SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM/TITLE</td>
<td>Approval of Purchase Order Schedule PO 09/10-4</td>
</tr>
</tbody>
</table>

### ACTION/CONSENT

<table>
<thead>
<tr>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
</table>

### BACKGROUND / ANALYSIS:

The following list of 09/10-4 Purchase Orders are presented for approval:

1. Regular Purchase Orders
2. Blanket (Open) Purchase Orders

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

### FISCAL IMPLICATIONS:

The value of all Purchase Orders presented for approval is $1,182,093. Funds for the payment of these expenditures are included in the current budget.

### RECOMMENDATIONS:

Move Approval of Purchase Order Schedule PO 09/10-4.

**Submitted by:**

Shari Bricker

**Approval for submission to Board of Trustees:**

Dr. Dianne G. Van Hook
Chancellor

**Recommended by:**

Sharlene L. Coleal

FULL AGENDA BOOK - PAGE 76
### Schedule of Purchase Orders No. 09/10-04

#### Summary of Proposed Expenditures

<table>
<thead>
<tr>
<th>Fund Details</th>
<th>Amount</th>
<th>%</th>
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</thead>
<tbody>
<tr>
<td>11 Unrestricted Fund</td>
<td>263,430.00</td>
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<tr>
<td>12 Restricted Fund</td>
<td>186,135.00</td>
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<tr>
<td>32 Cafeteria Fund</td>
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<td>33 Child Development Fund</td>
<td>185.00</td>
<td>0.0221%</td>
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<td>41 State Construction Fund</td>
<td>15,238.00</td>
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<td>43 Capitol Improvement Fund</td>
<td>42,113.00</td>
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<td>44 Scheduled Maintenance Fund</td>
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<td>46 SCCCDD Project Fund, Election 2006, Ser</td>
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<td>58 Performing Arts Center Fund</td>
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<td>59 Employee Training Institute Fund</td>
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<tr>
<td>72 Student Representation Fee Trust Fund</td>
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**GRAND TOTAL**  
836,523.00  
100.00%

It is recommended that the following report be approved and/or ratified:

Purchase Order #32728 through #33033
<table>
<thead>
<tr>
<th>Fund</th>
<th>PO Number</th>
<th>Vendor</th>
<th>Activity/Program</th>
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<tr>
<td>11</td>
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<td>SUPPLY INVENTORIES</td>
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<td>NON-INSTRUCTIONAL SUPPLIES</td>
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<td>NON-INSTRUCTIONAL SUPPLIES</td>
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<td>P Nicholas D. McCord</td>
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<td>P B and V Field Service</td>
<td>GROUNDS MAINTENANCE AND REPAIR S</td>
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FULL AGENDA BOOK - PAGE 83
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**FULL AGENDA BOOK - PAGE 84**
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**Schedule of Blanket Purchase Orders No.09/10-04**

**Summary of Proposed Expenditures**

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<td>59 Employee Training Institute Fund</td>
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<td><strong>100.00%</strong></td>
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It is recommended that the following report be approved and/or ratified:

Blanket Purchase Order #B7175 through #B7229.
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<td>Federal Express</td>
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<td>Water in Motion</td>
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<td>SUPPLY INVENTORIES</td>
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<td>EQUIPMENT MAINTENANCE/REPAIRS</td>
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<td>Fast Deer Bus Charter Inc</td>
<td>ATHLETICS</td>
<td>OTHER RENT/LEASE BEG 7/1/02</td>
<td>20,000.00</td>
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<td>Enterprise Rent-A-Car</td>
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<td>OTHER RENT/LEASE BEG 7/1/02</td>
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<td>RADIO &amp; TELEVISION</td>
<td>EQUIPMENT RENT/LEASE</td>
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Fund Total: 84,650.00

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Fund Total: 97,100.00
### BOARD OF TRUSTEES BLANKET PURCHASE ORDER LISTING
**FROM 03/28/09 THROUGH 10/25/09**

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**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 $4,645.56 are included in the 2009-10 Adopted Budget.

**RECOMMENDATIONS:**

Move Approval of Travel Authorizations Schedule T 09/10-9.

Submitted by: Kari Soffa

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Sharlene L. Coleal
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<td>$630.25 is</td>
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<td>Students T&amp;D</td>
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<td>$20.00 is</td>
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<tr>
<td></td>
<td>*Trip was previously approved on 10/14/09 for David Andrus, Majid Mosleh is now taking his place</td>
<td></td>
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<td>7</td>
<td>CREATE CATC Retooling Event</td>
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<td>10/24/09</td>
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<td>Santa Barbara, CA</td>
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<tr>
<td></td>
<td>Karen Stanton</td>
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<td></td>
<td>162.30</td>
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<td>$182.30 is</td>
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<td>Cisco Grant Carry Forward</td>
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<tr>
<td>8</td>
<td>Providence Tarzana Advisory Meeting</td>
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<td></td>
<td>Tarzana, CA</td>
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<td></td>
<td>Diane Morey</td>
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<td></td>
<td>No Cost to District</td>
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<td>NO COST TO DISTRICT</td>
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<tr>
<td>9</td>
<td>Providence Holy Cross Advisory Meeting</td>
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<td></td>
<td>10/29/09</td>
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<td></td>
<td>Mission Hills, CA</td>
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</tr>
<tr>
<td></td>
<td>Diane Morey</td>
<td></td>
<td></td>
<td></td>
<td>No Cost to District</td>
<td></td>
<td>NO COST TO DISTRICT</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Give Students a Compass : A California Convening for Education and Grant Makers</td>
<td></td>
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<td></td>
<td>11/03-11/04/09</td>
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<td></td>
<td>Carson, CA</td>
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<tr>
<td></td>
<td>Audrey Green</td>
<td></td>
<td>53.62</td>
<td>170.00</td>
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<td></td>
<td>$223.62</td>
<td>SS CA ARTICULATION NURSING GRANT</td>
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<tr>
<td>11</td>
<td>Chancellor's Career Advisory Southern California Meeting</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>11/08/09</td>
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<td></td>
<td>Mission Viejo, CA</td>
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<tr>
<td></td>
<td>Anthony Michaelides</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>No Cost to District</td>
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Under Separate Cover
Item 5.2
November 11, 2009
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Fees</th>
<th>Trans</th>
<th>Lodging</th>
<th>Meals</th>
<th>Other</th>
<th>Total</th>
<th>Code</th>
<th>Funding Source</th>
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<tbody>
<tr>
<td>12</td>
<td>Providence St. Joseph's Advisory Meeting</td>
<td>11/15/09</td>
<td>Burbank, CA</td>
<td>Diana Morey</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>13</td>
<td>California Fire Tech Directors Meeting</td>
<td>11/12-11/13/09</td>
<td>San Francisco, CA</td>
<td>Steve Dixon</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>14</td>
<td>MLT Review</td>
<td>11/14-11/15/09</td>
<td>Irvine, CA</td>
<td>Rika Wakelin</td>
<td>295.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>15</td>
<td>ACCUPLACER Mini-Conference</td>
<td>11/16/09</td>
<td>Yorba Linda, CA</td>
<td>Chelsey Maple</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>16</td>
<td>California Community College Matriculation Professional Association &amp; Community College League of California</td>
<td>11/19/09</td>
<td>San Francisco, CA</td>
<td>Chelsey Maple</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
<tr>
<td>17</td>
<td>Community College League of California Conference Annual Convention &amp; Partner Conference</td>
<td>11/18-11/20/09</td>
<td>San Francisco, CA</td>
<td>Allison Devlin</td>
<td>230.00</td>
<td>385.47</td>
<td>320.05</td>
<td>40.00</td>
<td>-</td>
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<tr>
<td>18</td>
<td>Community College League of California Conference Annual Convention &amp; Partner Conference</td>
<td>11/19/09</td>
<td>San Francisco, CA</td>
<td>Nicolas Cardenas</td>
<td>175.00</td>
<td>461.47</td>
<td>-</td>
<td>55.00</td>
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<tr>
<td>19</td>
<td>UCLA TAP Conference</td>
<td>11/20/09</td>
<td>Los Angeles, CA</td>
<td>Joan Jacobson</td>
<td>-</td>
<td>41.90</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>20</td>
<td>2009 Palomar - Ray Dahlin Invitational Speech Tournament</td>
<td>11/20/09</td>
<td>Palomar, CA</td>
<td>Michael Leach</td>
<td>200.00</td>
<td>-</td>
<td>-</td>
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<tr>
<td>21</td>
<td>2009 CSUN - Robert Barbara Invitational Speech Tournament</td>
<td>11/22/09</td>
<td>Northridge, CA</td>
<td>Michael Leach</td>
<td>200.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>22</td>
<td>Scenario Writing and Debriefing</td>
<td>12/19/09</td>
<td>San Marcos, CA</td>
<td>Diane Morey</td>
<td>No Cost to District</td>
<td></td>
<td></td>
<td></td>
<td>NO COST TO DISTRICT</td>
</tr>
</tbody>
</table>
### INSTRUCTIONAL FIELD TRIPS

23. Art 111: Art History - Norton Simon Museum  
   10/28/09  
   Robert Walker***+

24. Music 173: Just Jazz - Vocal Jazz Festival  
   11/06/09  
   Julie Lawson***+

   11/14/09  
   Kelly Burke***+

26. Coms 190: Forensics / Speech Team - Pomona College  
   11/20/09  
   Michael Leach***+

27. BioSci 100: General Biology - Los Angeles Zoo  
   11/21/09  
   Dilek Sanver-Wang***+

28. Art 227 & 228: Painting I & II - Bergamont Gallery  
   11/21/09  
   Robert Walker***+

29. BioSci 100: General Biology - Long Beach Aquarium  
   11/21/09  
   James Wolf***+

30. Coms 190: Forensics / Speech Team - CSUN  
   11/22/09  
   Michael Leach***+

### CLUB FIELD TRIPS

31. Hands on Earth Club - Placerita Nature Center  
   10/24/09  
   Joannie Chiri***+

### MILEAGE

<table>
<thead>
<tr>
<th>Student</th>
<th>Start Date</th>
<th>End Date</th>
<th>Mileage</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>32. Wendy Trujillo***+</td>
<td>07/22-07/24, 08/07-08/10, 09/21, 10/08/09</td>
<td>-</td>
<td>30.55</td>
<td>$30.55 P</td>
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<tr>
<td>33. Tora Brown***+</td>
<td>09/13/09</td>
<td>-</td>
<td>-</td>
<td>$12.00 S</td>
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<tr>
<td>34. Steve Tannehill***+</td>
<td>08/28-08/31, 09/03-09/25/09</td>
<td>-</td>
<td>164.45</td>
<td>$164.45 S</td>
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<tr>
<td>35. Keith Rypka***+</td>
<td>08/01-09/30/09</td>
<td>-</td>
<td>435.05</td>
<td>$435.05 S</td>
</tr>
<tr>
<td>36. Chris Miner***+</td>
<td>09/25, 10/19/09</td>
<td>-</td>
<td>90.50</td>
<td>$90.50 PP</td>
</tr>
<tr>
<td>37. Jennifer Hausser***+</td>
<td>09/30, 10/22/09</td>
<td>-</td>
<td>11.00</td>
<td>$11.00 SS</td>
</tr>
<tr>
<td>Name</td>
<td>Date</td>
<td>Fees</td>
<td>Trans</td>
<td>Lodging</td>
</tr>
<tr>
<td>------------------</td>
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</tr>
<tr>
<td>Be Pfenn*</td>
<td>10/01-10/18/09</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Kristin Houser**</td>
<td>10/07-10/20/09</td>
<td>-</td>
<td>64.15</td>
<td>-</td>
</tr>
<tr>
<td>Jim Temble***</td>
<td>10/12/09</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Audrey Green***</td>
<td>10/20/09</td>
<td>-</td>
<td>62.15</td>
<td>-</td>
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</table>

**Administrative Oversight Codes**

<table>
<thead>
<tr>
<th>* District Vehicle</th>
<th>** Private Vehicle</th>
<th>+ Ratification</th>
<th># Substitute Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>P - President (1000)</td>
<td>IS - Instructional Services (2000)</td>
<td>SS - Student Services (3000)</td>
<td>BS - Business Services (4000)</td>
</tr>
<tr>
<td>PS - Personnel Services (8000)</td>
<td>AD - Administrative Services (7000)</td>
<td>IR - Institutional Research (9000)</td>
<td>CCC - Canyon Country Campus (9200)</td>
</tr>
</tbody>
</table>

GRAND TOTAL: $4,645.56
AGENDA
CATEGORY      BUSINESS SERVICES

ITEM/TITLE    Approval of Quarterly Financial Status Report:  X ACTION/CONSENT
               Quarter Ended September 30, 2009

BACKGROUND / ANALYSIS:

The Quarterly Financial Report is a report submitted to the Chancellor's Office as required by Title 5 of the California Code of Regulations (CCR), section 58310. This report is available from the Business Services Department upon request.

The Quarterly Financial Report for the period ending September 30, 2009 shows that our projected ending fund balance for the Unrestricted General Fund is $5,104,660, which is 6% of estimated Unrestricted General Fund projected expenses.

FISCAL IMPLICATIONS:
Revenue, expenditures and fund balance projections are consistent with the current budget. The District projects an ending fund balance of 6%, which is compliant with the Chancellor's Office recommendation of a minimum of 5% fund balance reserve.

RECOMMENDATIONS:

Submitted by:  Cindy Grandgeorge  Approval for submission to Board of Trustees:

Recommended by:

Sharlene L. Coleal

Dr. Dianne G. Van Hook
Chancellor

November 11, 2009
California Community Colleges
Chancellor's Office

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (660) SANTA CLARITA

Your Quarterly Data is Certified for this quarter.

Chief Business Officer
CBO Name: Sharlene Coleal
CBO Phone: 661-362-3405
CBO Signature: [Signature]
Date Signed: 10-28-09

Chief Executive Officer Name: Dr. Dianne G. Van Hook
CEO Signature: [Signature]
Date Signed: 10-29-09

District Contact Person
Name: Kari Soffa
Title: Director, Accounting Services
Telephone: 661-362-5417
Fax: 661-362-3649
E-Mail: kari.soffa@canyons.edu

Electronic Cert Date: 10/28/2009

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-5311

Send questions to:
Christine Atollig (916) 327-5772 catabilig@cccco.edu or Glen Campora (916) 323-6899 gcampora@cccco.edu
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https://misweb.cccco.edu/cc311Q/certify.aspx
CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'SOFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (660) SANTA CLARITA

Your Quarterly Data is Certified for this quarter.

Chief Business Officer
CBO Name: Sharlene Coleal
CBO Phone: 661-362-3405
CBO Signature: [Signature]
Date Signed: 10-28-09

Chief Executive Officer Name: Dr. Dianne G. Van Hook
CEO Signature: [Signature]
Date Signed: 10-28-09

Electronic Cert Date: 10/28/2009

District Contact Person
Name: Kari Soffa
Title: Director, Accounting Services
Telephone: 661-362-5417
Fax: 661-362-3649
E-Mail: kari.soffa@canyons.edu
# Quarterly Financial Status Report, CCFS-311Q

## Full Agenda Book - Page 97

### California Community Colleges

#### Chancellor's Office

**View Quarterly Data, CCFS-311Q**

District: **(660) SANTA CLARITA**

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Actual 2008-07</th>
<th>Actual 2007-08</th>
<th>Actual 2008-09</th>
<th>Projected 2009-2010</th>
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</thead>
<tbody>
<tr>
<td>A.</td>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>69,668,399</td>
<td>76,084,791</td>
<td>81,124,990</td>
<td>79,155,848</td>
</tr>
<tr>
<td>A.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>264,527</td>
<td>185,843</td>
<td>246,118</td>
<td>387,083</td>
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<tr>
<td>A.3</td>
<td>Total Unrestricted Revenue (A.1 + A.2)</td>
<td>70,132,926</td>
<td>76,270,634</td>
<td>81,371,108</td>
<td>79,542,931</td>
</tr>
<tr>
<td>B.</td>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>62,108,455</td>
<td>72,752,892</td>
<td>75,949,508</td>
<td>79,443,204</td>
</tr>
<tr>
<td>B.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>4,453,215</td>
<td>2,966,173</td>
<td>3,886,426</td>
<td>4,943,828</td>
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<tr>
<td>B.3</td>
<td>Total Unrestricted Expenditures (B.1 + B.2)</td>
<td>66,561,670</td>
<td>75,719,065</td>
<td>79,835,934</td>
<td>84,387,032</td>
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<tr>
<td>C.</td>
<td>Revenues Over(Under) Expenditures (A.3 - B.3)</td>
<td>3,571,256</td>
<td>551,479</td>
<td>1,535,174</td>
<td>-4,844,101</td>
</tr>
<tr>
<td>D.</td>
<td>Fund Balance, Beginning</td>
<td>4,290,852</td>
<td>7,862,108</td>
<td>8,413,587</td>
<td>9,048,761</td>
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<tr>
<td>D.1</td>
<td>Prior Year Adjustments + (-)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>D.2</td>
<td>Adjusted Fund Balance, Beginning (D + D.1)</td>
<td>4,290,852</td>
<td>7,862,108</td>
<td>8,413,587</td>
<td>9,048,761</td>
</tr>
<tr>
<td>E.</td>
<td>Fund Balance, Ending (C. + D.2)</td>
<td>7,862,106</td>
<td>9,413,587</td>
<td>9,548,761</td>
<td>5,104,660</td>
</tr>
<tr>
<td>F.</td>
<td>Percentage of GF Fund Balance to GF Expenditures (E. / B.3)</td>
<td>11.8%</td>
<td>11.1%</td>
<td>12.5%</td>
<td>6%</td>
</tr>
</tbody>
</table>

### II. Annualized Attendance FTES:

| G.1  | Annualized FTES (excluding apprentice and non-resident) | 13,295 | 14,551 | 16,614 | 15,576 |

### III. Total General Fund Cash Balance (Unrestricted and Restricted)

<table>
<thead>
<tr>
<th>As of the specified quarter ended for each fiscal year</th>
<th>2006-07</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-2010</th>
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</thead>
</table>

[https://misweb.cccco.edu/cc311Q/view.aspx](https://misweb.cccco.edu/cc311Q/view.aspx)

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10/28/2009
b. BENEFITS:

| Year 3: |  |  |  |  |  |  |
| Year 1: |  |  |  |  |  |  |
| Year 2: |  |  |  |  |  |  |
| Year 3: |  |  |  |  |  |  |

*As specified in Collective Bargaining Agreement or other Employment Contract*

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?  

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?  

<table>
<thead>
<tr>
<th></th>
<th>This year?</th>
<th>Next year?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
AGENDA
CATEGORY: PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE: Approval of Notices of Completion (Window Coverings and Exterior Signage)

ACTION/CONSENT: X

INFORMATION: 

DISCUSSION: 

BACKGROUND / ANALYSIS:

The following construction contracts have been satisfactorily completed per the terms and conditions of the contract:

- University Center Window Coverings, Inland Interior Contracting
- University Center Exterior Building Signage, Vomar Products, Inc.

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 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:
### Approval of Release of Retention for the Dr. Dianne G. Van Hook University Center Construction Project (Air-Ex Air Conditioning, Inc., Nevell Group, Inc., and Santa Barbara Glass)

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

Per Public Contract Code and the Contract Specifications, the District may, at its discretion, approve the reduction of retention from 10% to 5%. It is being recommended that the District do so for two contractors: Air-Ex Air Conditioning, Inc., Nevell Group, Inc., and Santa Barbara Glass. We have had no performance or payment issues throughout the course of construction with these contractors. Additionally, their contracts are substantially complete and have been in use for some time now, performing as designed.

**FISCAL IMPLICATIONS:**
There are no fiscal implications to the District.

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

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

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

Recommended by: [Signature]

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**ACTION/CONSENT**
Approval of Addendum #01 for the Aliso Clean Room Remodel Project (Pacific Mechanical Services)

BACKGROUND / ANALYSIS:
The Aliso Clean Room Remodel Project consists of the demolition of existing facilities and installation of new walls, ceilings, lighting, air conditioning and necessary infrastructure for the transformation of the space from an open engineering lab to a Clean Room area. The space is being completed per the specifications of the grant for the implementation of the Nanotechnology program and will include complete "clean" facilities and laboratory equipment necessary to meet the goals of the grant.

The District entered into a contract with Pacific Mechanical Services (Santa Clarita, CA) for the installation of HVAC equipment and the connection and ducting for the Lab Hood. Addendum #01 is necessary at this time to install the exhaust system for the project. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used for bone-listed projects. Funds for this addendum in the amount of $6,700 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of Addendum #01 for the Aliso Clean Room Remodel 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:

James C. Schrage
ADDENDUM #01
TO AGREEMENT FOR HVAC EQUIPMENT
FOR ALISO CLEAN ROOM PROJECT

The contract dated August 13, 2009 for the HVAC Equipment for Aliso Clean Room Project is hereby modified by Board action November 11, 2009 by and between the Santa Clarita Community College District, a California college district ("District") and Pacific Mechanical Service, Inc. ("Contractor").

The agreement is modified as follows:

Additional fee of $7,600

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

“DISTRICT”     “CONTRACTOR”
SANTA CLARITA COMMUNITY PACIFIC MECHANICAL
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 Addendum #10 to Construction Administration
ACTION/CONSENT X

Contract for the Dr. Dianne G. Van Hook University Center
ACTION

Construction Project (Flewelling & Moody)
INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of an 110,000 sq. ft. building located at the southwest portion of the campus. The Center provides classroom and instructional space for programs offered by four-year partners at night and COC students by day.

The District entered into a contract with Flewelling & Moody for construction administration services for this project at the January 17, 2007 Board meeting. The District would like to enter into Addendum #10 to this contract in the amount of $1,700 for fire sprinkler plan review. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a joint State/GO Bond/Locally funded project. Funds for this addendum in the amount of $1,700 are included in the in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of Addendum #10 with Flewelling & Moody for the Dr. Dianne G. Van Hook University Center Construction Project.

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

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

Recommended by:
ADDENDUM #10
TO AGREEMENT FOR CONSTRUCTION ADMINISTRATIVE SERVICES
FOR THE UNIVERSITY CENTER CONSTRUCTION PROJECT

The contract dated January 19, 2007 for Construction Administration for the Dr. Dianne G. Van Hook University Center Construction Project is hereby modified by Board action November 11, 2009 by and between the Santa Clarita Community College District, a California college district ("District") and Flewelling & Moody ("Consultant").

The agreement is modified as follows:

Additional fee of $1,700

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

“DISTRICT”  “CONSULTANT”
SANTA CLARITA COMMUNITY  FLEWELLING & MOODY
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 Temporary Construction Workers X ACTION/CONSENT

for the Dr. Dianne G. Van Hook University Center

Tenant Improvement Project (SelectRemedy)

ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the construction of an 110,000 sq. ft. building located at the southwest portion of the campus. The Tenant Improvement Portion of this project consists of configuring the West Wing second and third floor spaces of the Center for use by District Administration departments and Economic Development partners.

The District would like to enter into a contract with SelectRemedy for temporary construction workers for the University Center Tenant Improvement Portion of this project in the amount of $21,000.

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

FISCAL IMPLICATIONS:
This is a joint State/GO Bond/Locally funded project. Funds for this addendum in the amount of $21,000 are included in the in the FY09/10 Adopted Budget.

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

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

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

6.5, Page 1
Nov. 11, 2009
FULL AGENDA BOOK - PAGE 105
FIELD SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and SelectRemedy ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal): Temporary Workers for the University Center Tenant Improvement Project

1. Payment. The lump sum price for the Work is Twenty-One Thousand Dollars ($21,000).

2. Term. The term of this Agreement shall commence November 12, 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: Authorized Representative
Print Name Dr. Dianne G. Van Hook
Print Title Chancellor

CONTRACTOR

BY: Authorized Representative
Print Name
Print Title

Date Board Meeting Date of Approval

CONTRACTOR’S LICENSE NUMBER

FULL AGENDA BOOK - PAGE 106
TERMS AND CONDITIONS

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

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

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

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

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

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

7. WORKERS: CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from DISTRICT’S payroll 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 its 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.

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 ________________________________
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 revisions are being recommended at this time. Copies of the recap are available upon request.

- Contract Package #103, Landscape & Irrigation, Mariposa Horticultural Change Order #06 encompasses one item and results in a contract **addition** of $1,809.
- Contract Package #129, HVAC, Air Ex Air Conditioning Change Order #05 encompasses two items and results in a contract **deduction** of ($4,669).

FISCAL IMPLICATIONS:
The University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders are included in the FY09/10 Adopted budget.

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

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

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

James C. Schrage
University Center Project
Change Order Recap

Issue date: 10/20/09
Contractor: Mariposa Horticultural
Change Order # 103-006
Item # 1 COR 103-009

Background: Replace plants in front planter and add plants for rear patio planter as directed by Bron Ruf
Reason for Change: Addition to scope
Requested by: Landscape architect
Cost: $1,809.00

Issue date: 10/20/09
Contractor: Air Ex Air Conditioning
Change Order # 129-005
Item # 1 COR 129-013

Background: Contractor roof deck repairs required engineering services. This credit is to reimburse owner for services provided by JCE Engineering.
Reason for Change: Backcharge
Requested by: Lundgren Management
Cost: $(5,905.00)
Item # 2 COR 129-016

Background: Bulletin #2 added 12 duct detectors in lieu of heat detectors in beam pockets. Cost is to install duct detectors provided by fire alarm contractor.
Reason for Change: Required for code compliance
Requested by: Architect
Cost: $938.00
AGENDA
CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for the Del Valle Regional Training Center for Geotechnical Services (J.C. Chang & Associates)

ACTION/CONSENT
ACTION INFORMATION DISCUSSION

BACKGROUND / ANALYSIS:
This project is a joint use agreement for the Del Valle Regional Training Center. The Los Angeles County Fire Department (LACoFD) and the Santa Clarita Community College District (SCCCD) have created a joint use agreement to expand opportunities for public safety training at the LACoFD-owned Del Valle regional training center that can benefit the SCCCD, fire departments (including LACoFD), law enforcement agencies, and other public safety agencies. As outlined in the agreement, SCCCD will fund $22 million towards the expansion of facilities to accommodate the growth of both the SCCCD’s instructional programs and the current instructional service agreements with the LACoFD.

The District would like to enter into a contract for Geotechnical Services with J.C. Change & Associates (Torrance, CA) in the amount of $11,550. Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
Funds for this contract, Certificates of Participation that were issued earlier in the year, are included in the FY09/10 Adopted Budget in Fund 46 for facilities-related contracts.

RECOMMENDATIONS:
Move approval of contract for the Del Valle Regional Training Center as noted above.

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

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

Recommended by:
This AGREEMENT is hereby entered into between the Santa Clarita Community College District, a public educational agency, hereinafter referred to as "DISTRICT," and J.C. Chang & Associates, hereinafter referred to as "CONTRACTOR".

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

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

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

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

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

2. **Term.** Contractor shall commence providing services under this Agreement on November 12, 2009, and will diligently perform as required and complete performance by December 31, 2010.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eleven Thousand Five Hundred Fifty Dollars ($11,550). District shall pay Contractor after District's Board of Trustee ("Board") approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

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

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

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

7. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part.
Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District’s express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

11. Insurance. Contractor shall be solely responsible for providing all necessary Scope of Service-related insurance, including, as applicable, Workers’ Compensation insurance and meeting the statutory insurance requirement of the State of California. Contractor agrees to carry and, upon request by the District, provide evidence of a comprehensive automobile liability insurance policy with limits of not less than Three Hundred Thousand Dollars ($300,000) per occurrence combined single limit for bodily injury and property damage in a form acceptable to District to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. All policies required by this Agreement shall provide that District agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys’ fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

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

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

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

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which

Professional Services Agreement
IC100 profagrev 051608

FULL AGENDA BOOK - PAGE 112
services are actually being performed pursuant to this Agreement.

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

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

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

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

**To the District:**
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Attn: Jim Schrage  
Tele: 661-362-3030  
FAX: 661-362-5832

**To the Contractor:**
J.C. Chang & Associates  
385 Van Ness Avenue  
Torrance, CA 90501  
Attn: Shay Redmond  
Tele: 310-212-7644  
FAX: 310-212-5272

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

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

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

IN WITNESS WHEREOF, parties hereby agree.

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

**CONTRACTOR**  
BY:  
Signature of Authorized Representative  
Print Name  
Print Title  
Date  
Social Security #  
Or Federal Tax ID #
BACKGROUND / ANALYSIS:
This project is a joint use agreement for the Del Valle Regional Training Center. The Los Angeles County Fire Department (LACoFD) and the Santa Clarita Community College District (SCCCD) have created a joint use agreement to expand opportunities for public safety training at the LACoFD-owned Del Valle regional training center that can benefit the SCCCD, fire departments (including LACoFD), law enforcement agencies, and other public safety agencies. As outlined in the agreement, SCCCD will fund $22 million towards the expansion of facilities to accommodate the growth of both the SCCCD’s instructional programs and the current instructional service agreements with the LACoFD.

The District would like to enter into a contract for Labor Compliance Services with The Solis Group (Pasadena, CA) in the amount of $12,000. Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
Funds for this contract, Certificates of Participation that were issued earlier in the year, in the amount of $12,000 are included in the FY09/10 Adopted Budget in Fund 46 for facilities-related contracts.

RECOMMENDATIONS:
Move approval of contract for the Del Valle Regional Training Center as noted above.

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

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

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

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

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

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

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

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

2. **Term.** Contractor shall commence providing services under this Agreement on November 12, 2009, and will diligently perform as required and complete performance by December 31, 2010.

3. **Compensation and Invoicing.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twelve Thousand Dollars ($12,000). District shall pay Contractor after District’s Board of Trustee (“Board”) approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**To the District:**
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Attn: Jim Schrage
Tele: 661-362-3222
FAX: 661-362-5832

**To the Contractor:**
The Solis Group
234 N. El Molino Avenue
Suite 202
Pasadena, CA 91101
Attn:  
Tele:  
FAX:  

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

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

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

IN WITNESS WHEREOF, parties hereby agree.

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**CONTRACTOR**

**BY:**

Signature of Authorized Representative

**BY:**

Signature of Authorized Representative

Print Name Dr. Dianne G. Van Hook

Print Name  

Print Title Chancellor

Print Title  

Date  

Date  

Board Meeting-Date of Approval/Ratification  

Social Security #  

Or Federal Tax ID #  

Professional Services Agreement
IC100 profagr rev 051606

FULL AGENDA BOOK - PAGE 117
AGENDA CATEGORY PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Contract for Scheduled Maintenance Project: X ACTION/CONSENT

Replace Walk-In Refrigerator/Freezer in Kitchen, Student Center (Advanced Centrifugal Systems)

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
As part of the District’s Scheduled Maintenance Projects, this project consists of replacing the walk-in refrigerator/freezer in the cafeteria’s kitchen in the Student Center on the Valencia campus and includes all electrical, plumbing and field fabrication of the pre-manufactured unit.

The District would like to enter into a contract for this project with Advanced Centrifugal Systems, Inc. (Santa Clarita, CA) in the amount of $42,500. The cost of this contract includes all labor and materials. Copies of the contract have been distributed under separate cover and are available upon request.

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.

FISCAL IMPLICATIONS:
This is a State-funded Scheduled Maintenance Project with a 50% match requirement. The District’s match of funds for this project is part of the FY09/10 Adopted Budget to be expended with local bond funds.

RECOMMENDATIONS:
Move approval of contract for Scheduled Maintenance Project: Replace Walk-In Refrigerator/Freezer as noted above.

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

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

Recommended by:
Contractor Agreement

THIS AGREEMENT is hereby entered into this ___ day of ___________, 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 Advanced Centrifugal Systems, Inc. hereinafter referred to as “Contractor” located at P.O. Box 2555, Santa Clarita, CA 91386.

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 Replacement of Walk-In Refrigerator/Freezer in Cafeteria’s Kitchen in Student Center 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 Forty-Two Thousand Five Hundred Dollars ($42,500). District shall pay Contractor after District’s Board of Trustee approval, completion of services by Contractor, and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during the prior month and shall include the invoice date, dates of service and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a net 30-day basis for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

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

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

Time. Time is of the essence in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM/TITLE Approval of Contract for Testing and Inspection Services for the Mentry Hall Expansion Construction Project (DC Inspections)

ACTION/CONSENT X

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 would like to enter into a contract with DC Inspections (Bakersfield, CA) for testing and inspection services in the amount of $40,000 for this project. Copies of the contract have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this addendum in the amount of $40,000 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of contract for testing and inspection 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:
THIS AGREEMENT is entered into by and between the Santa Clarita Community College District ("District") and DC Inspections, ("Contractor").

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

Scope of Work ("Work") and Specifications. (Describe here or attach Proposal):
Laboratory Testing for Mentry Hall Expansion Construction Project

1. Payment. The lump sum price for the Work is Forty Thousand Dollars ($40,000).

2. Term. The term of this Agreement shall commence November 12, 2009 and shall end no later than December 31, 2010.

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

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

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

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

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

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

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

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

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

Date Board Meeting
Date of Approval

CONTRACTOR

BY:  Authorized Representative
Print Name
Print Title

Date CONTRACTOR’S LICENSE NUMBER
TERMS AND CONDITIONS

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

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

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

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

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

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

7. WORKERS: CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from the CONTRACTOR’s service and shall not again be permitted on the 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 of the DISTRICT, may deem incompetent or unfit shall be dismissed from the CONTRACTOR’s service, and shall not again be permitted on the 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 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;

(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  HUMAN RESOURCES

ITEM/TITLE  Approval of Personnel Schedule PERS 2009/2010-08  X ACTION/CONSENT

BACKGROUND / ANALYSIS:

Please see the attached.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATIONS:

Move approval of Personnel Schedule PERS 2009/2010-08.

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**
   No business.

   *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:**
      
      Kasey Gomez. Guest lecturer for Psychology 100 for Deanna Riveira on November 18, 2009.
      
      Kathleen Ringenbach, Ph.D. Guest lecturer for Psychology 100 for Deanna Riveira on November 30, 2009.
      
      
      Lawrence Guynes. Guest lecturer for Psychology 230 for Michelle LaBrie on December 3, 2009.
      
      *Additional names of guest lecturers may be presented to the Board.*
d. Approval for Payment of Supplementary Services in Addition to Regular Services for Part-time Faculty:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date(s) of Service</th>
<th>Service(s) Performed</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dassler, Gay-Marie</td>
<td>9/11/09</td>
<td>Assessment- ESL Noncredit</td>
<td>$82.50</td>
</tr>
<tr>
<td>Dassler, Gay-Marie</td>
<td>10/9/09</td>
<td>Assessment- ESL Noncredit</td>
<td>$66.00</td>
</tr>
<tr>
<td>Khoury, Margaret</td>
<td>10/19/09</td>
<td>ESL Assessment</td>
<td>$66.00</td>
</tr>
</tbody>
</table>

e. Other:

No business.
B. **CLASSIFIED PERSONNEL**

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

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

3. **Employment – Adult Hourly**
   
   The following employees will not be allowed to **meet or exceed** 1000 hours and/or 180 days per academic year.
   
   a. Substitute.
      
      No business.
   
   b. Temporary.
      
      No business.
      
      *Additional names may be presented to the Board.*

4. **Authorization to Employ – Full-Time**
   
   Revision to previously approved position. Instructional Media Technician II – Distance Learning, management initiated reclassification to Distance Learning Coordinator I. This is a district-funded position and will be filled pending available funding. (Position #613000-CD01). This authorization was previously approved on August 12, 2009 to replace Renee Drake.

   Student Services Technician II (Counseling), replacement for Linda Maricle. This is a categorically funded position and will be filled pending available funding. (Position #632000-CD06)

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**

<table>
<thead>
<tr>
<th>Name</th>
<th>Supervisor</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andonie, Jon</td>
<td>Ron Entrekin</td>
<td>08/27/09</td>
<td>12/25/09</td>
<td>$13.25</td>
</tr>
<tr>
<td>Annand, Raunaq</td>
<td>Mary Brunty</td>
<td>09/28/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Davis, Melanie</td>
<td>Victor Jadaon</td>
<td>10/08/09</td>
<td>12/25/09</td>
<td>$8.00</td>
</tr>
<tr>
<td>Gonzalez, Jorge</td>
<td>Herb Williams</td>
<td>09/28/09</td>
<td>12/25/09</td>
<td>$8.50</td>
</tr>
<tr>
<td>Hollimon, Alison</td>
<td>Renee McConnell</td>
<td>10/19/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Judge, Christine</td>
<td>Allison Devlin</td>
<td>10/20/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Le, Vy</td>
<td>Jennifer Hauss</td>
<td>10/14/09</td>
<td>12/25/09</td>
<td>$8.50</td>
</tr>
<tr>
<td>Meza, Fernando</td>
<td>Allison Devlin</td>
<td>10/05/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Seidel, Peter</td>
<td>Mary Brunty</td>
<td>10/01/09</td>
<td>12/25/09</td>
<td>$10.50</td>
</tr>
</tbody>
</table>

**Funded from Supplementary Sources**

<table>
<thead>
<tr>
<th>Name</th>
<th>Supervisor (Funding Source)</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfaro, Gregory</td>
<td>Susan Crowther (MESA)</td>
<td>10/14/09</td>
<td>12/25/09</td>
<td>$10.50</td>
</tr>
<tr>
<td>Avila, Christian</td>
<td>Beth Asmus (FWS)</td>
<td>09/28/09</td>
<td>12/25/09</td>
<td>$8.50</td>
</tr>
<tr>
<td>Banda, Diana</td>
<td>Mike Brezina (MIS)</td>
<td>10/19/09</td>
<td>12/25/09</td>
<td>$12.00</td>
</tr>
<tr>
<td>Banda, Diana</td>
<td>Mike Brezina (MIS)</td>
<td>10/19/09</td>
<td>12/25/09</td>
<td>$12.00</td>
</tr>
<tr>
<td>Bojorquez, Alvin</td>
<td>Mary Brunty (FWS)</td>
<td>09/26/09</td>
<td>12/25/09</td>
<td>$10.50</td>
</tr>
<tr>
<td>Davis, Melanie</td>
<td>Victor Jadaon (Calworks)</td>
<td>10/08/09</td>
<td>12/25/09</td>
<td>$8.00</td>
</tr>
<tr>
<td>Domingo, Joseph Anthony</td>
<td>Susan Crowther (MESA)</td>
<td>09/09/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Ibanez, Claudia</td>
<td>Susan Crowther (FWS)</td>
<td>09/28/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Levy, Aneliz</td>
<td>Miriam Golbert/Janet Cetrone (FWS)</td>
<td>10/12/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Luthi, Daniel</td>
<td>Beverly Kemmerling (Student Health Center)</td>
<td>10/20/09</td>
<td>12/25/09</td>
<td>$12.00</td>
</tr>
<tr>
<td>Madriaga, Stephanie</td>
<td>Allison Devlin (FWS)</td>
<td>10/13/09</td>
<td>12/25/09</td>
<td>$9.50</td>
</tr>
<tr>
<td>Mossembekker, Caleb</td>
<td>Cathy Ritz (University Center Congressional Grant)</td>
<td>09/28/09</td>
<td>12/25/09</td>
<td>$10.50</td>
</tr>
<tr>
<td>O, Sun</td>
<td>Dorothy Minarsch (FWS)</td>
<td>10/05/09</td>
<td>12/25/09</td>
<td>$15.00</td>
</tr>
<tr>
<td>Rivera, Yasmine</td>
<td>Anthony Michaelides (FWS)</td>
<td>10/19/09</td>
<td>12/25/09</td>
<td>$9.00</td>
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<tr>
<td>Seidel, Peter</td>
<td>Mary Brunty (FWS)</td>
<td>09/26/09</td>
<td>12/25/09</td>
<td>$10.50</td>
</tr>
</tbody>
</table>

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>Dahms, Stephen A.</td>
<td>Engineering</td>
</tr>
<tr>
<td>Law, Luna</td>
<td>PAC (Performing Arts Center)</td>
</tr>
<tr>
<td>Pabon, Eleanor</td>
<td>PAC (Performing Arts Center)</td>
</tr>
</tbody>
</table>

End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowles, Connie</td>
<td>PAC (Performing Arts Center)</td>
</tr>
</tbody>
</table>

Additional names may be presented to the Board.

h. Other:
   No business

Administrative Responsibility

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

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

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

3. **Employment – Hourly**
   No business.

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

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

6. **Other**
   No business.

**Administrative Responsibility**

BS  Business Services
IS  Instructional Services
PP  Plant and Property
SS  Student Services
O   Other
AGENDA CATEGOR Y  INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Payments for Supplementary Services for

Full-Time Faculty; Information on Full-Time               ACTION

Faculty Reassigned Time, Overload and Extra             INFORMATION

Session Payments to Date 2009-2010

BACKGROUND / ANALYSIS:

By law the Board must take action on supplemental payments to current employees. This item requests approval for payment of supplementary services provided by full-time faculty for fiscal year 2009/10. In addition, information is provided on the cost of additional compensation for full-time faculty as well as the cost of reassigned time.

As of October 2009, full-time faculty compensation totals include:

<table>
<thead>
<tr>
<th>Description</th>
<th>08/09 Actual</th>
<th>09/10 Budget</th>
<th>09/10 Actual to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>♦ Est. Cost to Backfill FT Faculty Reassigned Time</td>
<td>$440,443</td>
<td>$532,440</td>
<td>$53,244</td>
</tr>
<tr>
<td>♦ Additional Payments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>♦ Overload (fall and spring)</td>
<td>1,154,828</td>
<td>1,164,556</td>
<td>118,198</td>
</tr>
<tr>
<td>♦ Winter/Summer Sessions</td>
<td>1,282,923</td>
<td>1,282,923</td>
<td>586,496</td>
</tr>
<tr>
<td>♦ Supplementary Services</td>
<td>332,216</td>
<td>383,688</td>
<td>51,472</td>
</tr>
<tr>
<td>♦ Total additional FT faculty compensation:</td>
<td>$2,769,967</td>
<td>$2,831,167</td>
<td>$753,636</td>
</tr>
<tr>
<td>♦ Grand Total Backfill &amp; Additional Compensation:</td>
<td>$3,210,410</td>
<td>$3,363,607</td>
<td>$806,880</td>
</tr>
</tbody>
</table>

Summary of supplementary services payments on this agenda:
The attached table provides details of proposed payments, funding sources and descriptions of duties performed.

♦ Required by Contract: 0.00
♦ Other District Funded: 0.00
♦ Grant/Categorically Funded: 12,717.01
♦ Self-Supporting Programs Funded: 0.00

Subtotal (this month): $12,717.01

Total to Date for 2009/10: $77,935.19

FISCAL IMPLICATIONS:

Funds for these services are included in the 2009/2010 budget.

RECOMMENDATIONS:

Move approval of Payments for Supplementary Services for Full-Time Faculty.

Submitted by: Dr. Mitjl Capet

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Dr. Mitjl Capet
### Supplementary Services Payments 2009/10

<table>
<thead>
<tr>
<th>Type</th>
<th>Name</th>
<th>Date(s) of Service</th>
<th>Service(s) Performed</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required by Contract</td>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total this month:</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total 2009/10 to date:</td>
<td>-</td>
</tr>
<tr>
<td>Other District Funded</td>
<td></td>
<td></td>
<td>Total this month:</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total 2009/10 to date:</td>
<td>$ 8,919.37</td>
</tr>
<tr>
<td><strong>Grant/Categorically Funded</strong></td>
<td></td>
<td></td>
<td>Total this month:</td>
<td>$ 12,717.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total 2009/10 to date:</td>
<td>$ 59,515.70</td>
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<tr>
<td>Acosta, Claudia</td>
<td>7/1 - 9/30 2009</td>
<td>Curriculum &amp; planning for Study Abroad Grant</td>
<td>$ 1,738.22</td>
<td></td>
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<tr>
<td>Anthony, Kevin</td>
<td>7/1 - 9/30 2009</td>
<td>Curriculum &amp; planning for Study Abroad Grant</td>
<td>$ 1,138.56</td>
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</tr>
<tr>
<td>Catan, Daniel</td>
<td>10/02/09</td>
<td>Commissioning fee for Rappaccini's Daughter</td>
<td>$ 1,500.55</td>
<td></td>
</tr>
<tr>
<td>Dreiling, Ron</td>
<td>July/Aug. 2009</td>
<td>Workshop trainer &amp; FDW2 writing guide/handbook</td>
<td>$ 1,519.43</td>
<td></td>
</tr>
<tr>
<td>Dreiling, Ron</td>
<td>Aug/Sept. 2009</td>
<td>Title III - IT&amp;L Classroom Innovation CAP Coordinator</td>
<td>$ 2,000.33</td>
<td></td>
</tr>
<tr>
<td>Gobert, Miriam</td>
<td>7/1 - 9/30 2009</td>
<td>Curriculum &amp; planning for Study Abroad Grant</td>
<td>$ 1,138.56</td>
<td></td>
</tr>
<tr>
<td>Martin, Jose</td>
<td>08/20/09</td>
<td>Document translation</td>
<td>$ 181.08</td>
<td></td>
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<tr>
<td>Stephens, Cindy</td>
<td>October 2009</td>
<td>Coordinate Foster Care &amp; Kinship Program</td>
<td>$ 3,500.28</td>
<td></td>
</tr>
<tr>
<td>Self-Supporting Programs Funded</td>
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<tr>
<td></td>
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<td>Grand total this month:</td>
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<td>$ 12,717.01</td>
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<tr>
<td>Grand total 2009/10 to date:</td>
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<td></td>
<td></td>
<td>$ 77,935.19</td>
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### AGENDA CATEGORY
**INSTRUCTIONAL SERVICES**

<table>
<thead>
<tr>
<th>ITEM/TITLE</th>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ratification of Agreement Between Santa Clarita Community College District and Butte College (Global Corporate College Training for Sam's Club Through the Employee Training Institute)</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>College Training for Sam's Club Through the Employee Training Institute)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BACKGROUND / ANALYSIS:
As a member of Global Corporate College and California Corporate College the Employee Training Institute (ETI) of College of the Canyons is providing training in conversational, workplace Spanish to managers of Sam’s Club stores in the region (Santa Clarita, Torrance, Bakersfield, Palmdale, Gardena). Eleven managers come to COC once a week for a 4-hour class. Training started in August, and will continue through 2010, for a total of 286 hours. The objective is for the managers to be comfortable speaking with employees about workplace issues.

Butte College is the fiscal agent for California community colleges participating in Global Corporate College contracts. Butte holds a master contract with Global Corporate College on behalf of California Corporate College, and subcontracts with California community colleges actually delivering the training. Therefore, the Santa Clarita Community College District is signing a Memorandum of Understanding (MOU) with Butte College to participate in the California Corporate College network, as well as a Professional Services Agreement with Butte College to deliver training to Sam’s Club.

### FISCAL IMPLICATIONS:
The agreement with Butte College will allow College of the Canyons ETI to provide for up to 286 total hours of training, for a projected total of $25,000 in gross income to ETI. There is no impact to the District’s general fund.

### RECOMMENDATIONS:
Move to ratify agreement between the Santa Clarita Community College District and Butte College (Global Corporate College Training for Sam’s Club Through the Employee Training Institute).

Submitted by: Dr. Bruce Getzan
Dean, Economic Development

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

Approval for submission to Board of Trustees: Dr. Dianne G. Van Hook
Chancellor
This Agreement ("Agreement") is between the Butte-Glenn Community College District ("District") on behalf of its sponsored program California Corporate College ("CACC") and Santa Clarita Community College District ("Contractor"). District and Contractor may hereinafter to individually as "Party" and collectively as "Parties".

WHEREAS, District has entered into a Program Delivery Services Agreement with the Global Corporate College ("GCC") for the purpose of providing delivery services; and

WHEREAS, District has entered into a Program Delivery Assignment with GCC for the purpose of performing delivery services for the project entitled "Sam's Club Training" ("Assignment"); and

WHEREAS, District is authorized and desires to assign partial performance of its responsibilities under the Assignment; and

WHEREAS, Contractor desires to enter into an agreement with District to perform the work described herein;

NOW THEREFORE, the parties agree as follows:

1. **Services.** Contractor shall provide the specific services, or accomplish specific tasks and objectives described on Exhibit A, Statement of Work ("SOW"), attached hereto and incorporated by reference herein.

2. **Term.** The term of this agreement shall commence on August 5, 2009, and terminate on August 30, 2010, unless otherwise terminated in accordance with paragraph 10, Termination.

   Note: Contractor may not begin performing the Services until this Agreement has been signed by both parties.

3. **Payment for Services Provided.** The District shall pay Contractor for the performance of the Services set forth in this Agreement after delivery and acceptance by the District as set forth on Exhibit A, SOW, attached hereto and incorporated by reference herein.

4. **Independent Contractor.** District and Contractor agree that the Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as agents or employees of the District. Contractor agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of the District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers' compensation benefits that may be required for itself or its employees. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the District.

5. **Standard for Performance.**
   A. Contractor shall, at all times during this Agreement, provide the Services within the standards of its profession.
   B. Contractor warrants that the Services provided shall conform to the Contract.
   C. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies.

6. **Mutual Indemnification.** CONTRACTOR shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement buy only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees or agents.
DISTRICT shall defend, indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement buy only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees or agents.

7. **Insurance.** Contractor, at its sole cost and expense, shall insure its activities in connection with this Agreement, and shall maintain during the term of this Agreement the following insurance coverage, limits of coverage, and other insurance requirements.

A. **Insurance Coverage and Minimum Limits**
   1. **Commercial General Liability** insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.
   2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence with respect to the Contractor’s owned, scheduled, non-owned, or hired automobiles.
   3. **Workers’ Compensation** insurance, if applicable, as statutorily required by California State law.
   4. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim. This insurance coverage is required only when the District is contracting for the services of an accountant, attorney, physician, architect or similarly trained professionals.

B. **Other Insurance Provisions**
   1. The General Liability and Automobile Liability Insurance policies shall be endorsed to name the Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers as additional insureds with the following language:
      
      *Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers are hereby named additional insureds as their interest may appear.*
   2. All insurance policies shall be endorsed to provide for thirty (30) days’ advance written notice by certified mail to the District of cancellation, suspension, or any material change of the required insurance coverage.
   3. If any of the required insurance policies are written on a “claims-made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and must be evidenced by annual certificates of insurance.
   4. The Contractor’s insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it.
   5. The requirements in this paragraph shall not limit the Contractor’s liability pursuant to paragraph 6, **Indemnification**, of this Agreement.
   6. If any part of this Contract is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors.
   7. **Verification of Coverage.** Prior to commencing Services under this Agreement, Contractor shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.

8. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under this Agreement to any third party without the prior written approval of the District. Contractor shall not subcontract any of the Services to be provided under this Agreement without the prior written approval of the District. If the District consents to such assignment or subcontract, the terms and conditions of this Agreement shall be binding upon any assignee or subcontractor.
9. **Amendment.** The parties may change this Agreement only through a written amendment signed by both parties.

10. **Termination**
   
   A. District may terminate this Agreement for convenience and without cause at any time by giving Contractor fifteen (15) days written notice of termination.
   
   B. A non-breaching party may terminate this Agreement for the failure of the other party to comply with this Agreement by giving that other party ten (10) days written notice of the failure to comply.
   
   C. District may terminate this Agreement immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
   
   D. Either party may terminate this Agreement for convenience at any time by giving the other party thirty (30) days written notice of termination.
   
   E. Upon termination Contractor shall be paid for services performed to the satisfaction of the District under this Agreement up to the date of termination.

11. **Nondiscrimination.** Contractor shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual orientation or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity, and affirmative action.

12. **Funds Unavailable.** District may cancel this Agreement if funds become unavailable for the support of the program for which the Services are provided.

13. **Property Rights.** District shall, at all times, retain ownership in and the rights to any creative works, research data, reports, design, recordings, graphical representations, or works of similar nature (Works) to be delivered under this Agreement. Contractor agrees that the Works are “works for hire” and assigns all of the Contractor’s right, title and interest to District.

14. **Notices.** Notices required or permitted under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, as follows: for the District, Vice President of Administration at 3536 Butte Campus Drive, Oroville, CA 95965; for the Contractor, at the address shown on the signature section of this Agreement.

15. **Audit.** District shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Contractor’s place of business.

16. **Records Retention.** Contractor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of this Agreement.

17. **Applicable Law/Remedies.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.

18. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

19. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

20. **No Authority to Bind District.** Contractor has no authority to enter into contracts or agreements on behalf of the District. This Agreement does not create a partnership between the parties.

21. **Liability of District.** District’s obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special,
consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

22. **Compliance with Laws and Regulations.** Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor’s agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

23. **Conflict of Interest.** Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement, and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

24. **Terms and Conditions.** Contractor acknowledges that this Agreement includes the terms and conditions as printed and set forth herein and as attached hereto; and that it has read the Agreement completely and shall fully comply with all terms and conditions.

25. **Certification.** Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies, and determines the means of delivering Services.

26. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services on the date specified with their signatures below.

**DISTRICT**

By: [Signature of person authorized to execute Agreement.]

Name: Andrew B. Suleski
Title: Vice President of Administration
Date: __________________________

**CONTRACTOR**

By: [Signature of person authorized to execute Agreement.]

Name: __________________________
Title: __________________________
Address: __________________________
Phone No.: __________________________
Date: __________________________

Federal Identification No. or Social Security No.: __________________________

Recommended By:

Signature: [Signature of person recommending this Agreement for District approval.]

Name: Catherine Swenson
Title: Initiative Director, Training & Development
Address: PO Box 162641, Sacramento CA 95816
Phone No.: 916-452-5668
Date: __________________________
This Statement of Work ("SOW") is made and entered by and between Butte-Glenn Community College District ("District"), on behalf of its sponsored program California Corporate College ("CACC") and Santa Clarita Community College District ("Contractor"), for the Sam’s Club Training project. This SOW incorporates by reference the terms and conditions of Agreement for Professional Services in effect between the District and Contractor ("Agreement"). In case of any conflict between this SOW and the Agreement, the Agreement shall prevail.

District and Contractor agree as follows:

1. Purpose and Objectives
   A. Participate in a multi site training for managers to be able to use Spanish on the job in daily conversation with Spanish speaking employees without an interpreter for Sam's Club.

2. Scope of Work and Deliverables
   Contractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
   A. Identify Trainers: 1 trainer who has a firm knowledge and experience in the area of Contextualized Spanish as a Second Language. They must have also demonstrated the ability to teach in a corporate setting. They will also have demonstrated that they are willing to “own” materials created by a third party.
   B. Contract with Trainers
   C. Ensure the Trainers comply with training materials and dates (Train the Trainer and Training Delivery)
   D. Facilitate Trainers travel to Train the Trainer, if applicable
   E. Provide Facility fully equipped with Projector, Screen, Flip Charts, Markers, White Board and Pens.
   F. Invoice CACC within 15 days of completion of training
   G. College or Trainer: Provide a laptop and DVD player

Contractor shall produce the delivery of a 286 hour contextualized Spanish as Second Language training.

3. Timeline and Period of Performance
   The period of performance for this project will start on August 5, 2009 and the work tasks are estimated to continue through August 30, 2010.

4. Compensation and Payment
   A. The District shall pay Contractor for the performance of the Services set forth in this Agreement period. The sum of which is not to exceed $25,000.
   B. Contractor will be paid upon completion of all Services. Contractor will be paid $50 per instructional hour for Train the Trainer and $75 per instructional hour for Training Delivery. In addition, Contractor will be paid a one time flat coordination fee of $31.50 for Train the Trainer and one time flat fee of $2,252.25 for the Training Delivery.

8/20/09
FULL AGENDA BOOK - PAGE 140
C. To be paid, Contractor must submit an itemized invoice to District’s Initiative Director, Catherine Swenson, who shall verify that the Services have been received and recommend payment thereof. The invoice must specify the Services provided, which must match the description in this SOW; the dates of and work performed during the billing period; and the specific dollar amount.

D. Contractor shall assume all other expenses paid and incurred in connection with the performance of this Agreement and the District shall not be liable to Contractor for any other expenses. The payment terms specified herein, unless otherwise indicated and agreed to in writing by the Contractor and District, shall be the only obligation of the District.

5. Contractor Staff, Roles and Responsibilities

Contractor designated staff: Kristin Houser at Kristin.houser@canyons.edu or 661-362-3245

6. District Staff, Roles and Responsibilities

District designated staff:

A. California Representative for GCC: Catherine Swenson at cswenson@ccced.net or 916-452-5668

B. California Project Coordinator: Barbara Maxey at maxeyba@yahoo.com or 530-228-4443

C. California Contract Manager: Tessa Miley at mileyte@butte.edu or 530-879-4379

District will provide GCC materials and deliver to the Training Site: College of the Canyons, 26455 Rockwell Canyon Rd., Santa Clarita, 91355

7. Additional Terms and Conditions Specific to this SOW

Pertinent terms and conditions of the GCC Program Delivery Services Agreement, dated March 28, 2008, are attached hereto as Attachment 1, and incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto, having read this SOW to Agreement for Professional Services and its Attachment in its entirety, do agree thereto in each and every particular.

DISTRICT

By: ________________________________
(Signature of person authorized to execute Agreement.)

Name: Andrew B. Suleski
Title: Vice President of Administration
Date: ______________________________

CONTRACTOR

By: ________________________________
(Signature of person authorized to execute Agreement.)

Name: ______________________________
Title: ______________________________
Address: ______________________________
Phone No.: ______________________________
Date: ______________________________

Recommended By:

By: ________________________________
(Signature of person recommending this Agreement for District approval.)

Name: Catherine Swenson
Title: Initiative Director
Department: EWD, Training & Development
Phone No.: PO Box 162641, Sacramento CA 95816
Date: ______________________________
Memorandum of Understanding for the Operation of the California Corporate College & the California Community Colleges

July 2009

California Corporate College
Building California’s workforce talent and its global economy by leveraging the power of the largest and most responsive college system in the world

The California Corporate College (CA CC) provides a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce preparation services throughout California. It is created as a cooperative venture of California’s 110 Community Colleges.

Corporate Training and Services Provider: CA CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through the community colleges.

Product Development: CA CC coordinates the development and licensure of training products wherein economies of scale can be realized.

Statewide Marketing: CA CC will market the services of California’s 110 Community Colleges to businesses, governmental agencies, associations, and organizations with employees and members at multiple California locations.

Collaboration: CA CC will foster collaboration among California’s 110 community colleges to enhance the California Community College System’s competitiveness on statewide training and workforce preparation services projects.

Quality Assurance: CA CC will ensure quality and consistency of contract service delivery on a statewide basis.

No Duplication: CA CC will not duplicate or replace existing programs and services provided through the California Community Colleges.

Resource Referral: CA CC will refer colleges and initiatives to appropriate resources for technical assistance and capacity building to better enable them to respond to employer needs.

CA CC’s success requires California’s 72 Community College Districts to pledge support in the following areas:

- To participate fully in the mission of CA CC
- To communicate the structure and intent of CA CC within each community college and its District
- Support the CA CC in the negotiation of contract training projects
- Support the CA CC in the development of partnerships on behalf of the 72 community college districts
- To adhere to the pricing structure as determined by the CA CC Advisory Board
- To identify trainers to be certified to deliver customized curriculum
- To submit all client-required information to CA CC as requested
- To support and contribute to CA CC marketing campaigns
- To share effective and innovative training strategies with CA CC
To financially support CA CC through an annual assessment as determined by the Advisory Board, and approved by the Economic and Workforce Development Program of the California Community Colleges System Office
To refer potential statewide contracts to CA CC
To appoint a single liaison who will adhere to all items in MOU

Districts will operate in the spirit of supporting and growing the CA CC business, thereby growing each district’s corporate training business. To that end Standards of Good Practice have been established by the CA CC Advisory Board and are attached as Addendum A to this MOU.

**CA CC District Liaison Contact Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Kristin Houser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Director – Education Training Institute</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Kristin.houser@canyons.edu">Kristin.houser@canyons.edu</a></td>
</tr>
<tr>
<td>Phone</td>
<td>661-362-3245</td>
</tr>
<tr>
<td>fax</td>
<td>661-253-3461</td>
</tr>
<tr>
<td>cell</td>
<td>530-401-2398</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>26455 Rockwell Canyon Road, Santa Clarita, CA 91355</td>
</tr>
</tbody>
</table>

**CA CC Advisory Board Participation**

The CA CC District Liaison ☐ is already serving ☐ is interested in serving ☐ in not interested in serving as a CA CC Advisory Board member.

**CA CC District Assessment Fee (refer to attached chart)**

<table>
<thead>
<tr>
<th>College Size</th>
<th>small</th>
<th>Assessment</th>
<th>$1,000</th>
<th>☐ Pay?</th>
<th>☐ Incur?</th>
</tr>
</thead>
</table>

As representatives for *Santa Clarita Community College District*, we commit our support and agree to work cooperatively with the Advisory Board for the CA CC in accordance with this Memorandum of Understanding.

---

CA CC District Liaison – Kristin Houser Date

Sharlene L. Coleal – Assistant Supt/VP Bus. Svc. Date

As the California Corporate College Advisory Board, we commit our support and agree to work cooperatively with *Santa Clarita Community College District* in accordance with this Memorandum of Understanding.

---

CA CC Advisory Board Chair Date

CA CC Executive Director Date
ADDENDUM A
Standards of Good Practice for
California Corporate College Participating Districts
July 2009

To ensure full participation in the California Corporate College (CA CC) and quality of delivery for our California Corporate Clients, Standards of Good Practice have been developed by the CA CC Advisory Board. Districts will operate in the spirit of supporting and growing the CA CC business, thereby growing each district’s corporate training business.

- Annual Standards of Good Practice summary report will be sent to the CA CC Liaison
- Standards of Good Practice are measured in two key areas: Operations & Program Delivery
- Member in good standing status requires an annual overall score on Member Standards of Good Practice report of 90%
- Coaching and support will be made available through the EWD Training and Development initiative and other appropriate resources for those colleges falling below the good standing score of 90%

Measurement of Standards

<table>
<thead>
<tr>
<th>Standard</th>
<th>Annual Measurement/Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>1. Assign one CA CC liaison at the district for all communication with the CA CC</td>
<td>• Assigned CA CC liaison</td>
</tr>
<tr>
<td>2. Timely and complete response to requests for curriculum and/or information from CA CC</td>
<td>• Respond to all requests—even if the response is that the organization does not have the information</td>
</tr>
<tr>
<td>3. Participate in meetings of the CA CC as necessary</td>
<td>• Liaison participates in meetings</td>
</tr>
<tr>
<td>4. Comply with CA CC policies and procedures in a timely way</td>
<td>• Meet the terms of each policy and procedure by posted deadline</td>
</tr>
<tr>
<td>5. Participate in marketing activities</td>
<td>• Include CA CC in marketing materials</td>
</tr>
<tr>
<td><strong>PROGRAM DELIVERY</strong></td>
<td></td>
</tr>
<tr>
<td>1. Participate in requests to deliver on contracts within own service area</td>
<td>• Training, consulting, or other activities</td>
</tr>
</tbody>
</table>
| 2. Provide high quality contract trainers to deliver services utilizing prescribed curriculum | • Training/instructor evaluation form  
| | • Learning outcomes achieved |
| 3. Participate in required training activities (train the trainer) for contract delivery | • Trainers/instructors and/or project managers attend and participate in each train the trainer |
BACKGROUND / ANALYSIS:
California State Assembly Bill AB1417 (Pacheco) [Chapter 581, Statutes 2004] established the Accountability Reporting for the Community Colleges (ARCC) program that required the Board of Governors of the California Community Colleges to recommend to the Legislature and Governor a workable structure for annual evaluation of community college performance in meeting statewide educational outcome priorities.

The performance indicators in the report include Student Progress and Achievement Rate, Percent of Students Who Earned at Least 30 Units, Persistence Rate, Annual Successful Course Completion Rate for Vocational Courses, Annual Rate of Successful Completion in Basic Skills Courses, and Basic Skills Improvement Rate. To help assess the College’s performance relative to other like colleges, the System office created a different peer group for each of the six indicators. The preliminary report was released in January 2008 and each college was required to submit a self-assessment of their data by February 29, 2008.

The final report was released on March 31, 2009. Each college must present the final report and their respective self-assessments to their Board of Trustees by March 15, 2010. Copies of the report and self-assessment have been distributed under separate cover and are available from the Office of Institutional Development, Technology, and Online Services upon request.

Audrey Green, Associate Vice President, Academic Affairs and Daylene Meuschke, Director of Institutional Research, will present a report and overview of the ARCC report and College of the Canyons self-assessment.

FISCAL IMPLICATIONS:
Basic skills funding will be used to address the low basic skills progress rate identified in the ARCC report and self-assessment. Additional fiscal implications are not able to be determined at this time.

RECOMMENDATIONS:
This item is presented as information only.

Submitted by: Audrey Green

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

Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
The College of the Canyons Foundation is pleased to present to the Board of Trustees a summary of gifts received by the Foundation for fiscal year 2008-2009. This item highlights both cash donations received by the Foundation, including pledge payments as well as in-kind donations of equipment and services. Copies of the full report are available upon request from the Foundation Office and reflect the following donations:

| Item/Title: Acceptance of Annual Gifts to the College of the Canyons Foundation for the Period July 1, 2008 through June 30, 2009 |
|-------------|-------------|-------------|-------------|

<table>
<thead>
<tr>
<th>Category</th>
<th>Action/Consent</th>
<th>Action</th>
<th>Information</th>
<th>Discussion</th>
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</thead>
<tbody>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND / ANALYSIS:**

The chart above illustrates a significant increase in In-Kind Donations over prior year due to a large donation of computer equipment which will be used to support students pursuing a degree in Computer Networking. In addition, it shows an increase in the number of gifts yet a decrease in the average size of gifts which is a reflection of the current economic climate.

**FISCAL IMPLICATIONS:**

These gifts represent an infusion of funds that allow the College of the Canyons Foundation to augment/supplement the funding provided to various programs and departments at College of the Canyons.

**RECOMMENDATIONS:**


| Item/Title: Acceptance of Annual Gifts to the College of the Canyons Foundation for the Period July 1, 2008 through June 30, 2009 |
|-------------|-------------|-------------|-------------|

<table>
<thead>
<tr>
<th>Year</th>
<th>Cash Resources Raised</th>
<th>Number of Cash Gifts</th>
<th>Average Size of Gift</th>
<th>In-Kind Donations Received</th>
<th>Number of In-Kind Gifts</th>
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<tbody>
<tr>
<td>2007-2008</td>
<td>$992,464*</td>
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<td>$543.75</td>
<td>$70,088</td>
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<tr>
<td>2008-2009</td>
<td>$1,027,690*</td>
<td>2,725</td>
<td>$377.13</td>
<td>$647,492</td>
<td>71</td>
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</table>

* Excludes $250,000 gift received from the Parsons Foundation in FY 2007-08 for the completion of a University Center pledge.

Submitted by: Cathy Ritz

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Cathy Ritz
Chief Operational Officer, COC Foundation
### A. Academic Programs Donations

<table>
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<tr>
<th>Program</th>
<th>Donations</th>
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<tbody>
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<tr>
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<td>PSYDEPT</td>
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<td>THEATREPROD</td>
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<tr>
<td>WELDING</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$229,270.06</strong></td>
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</table>

### B. Scholarships/Endowments

<table>
<thead>
<tr>
<th>Endowment</th>
<th>Amount</th>
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<tbody>
<tr>
<td>ADELINI</td>
<td>$100.00</td>
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<tr>
<td>ALUMEXPEND</td>
<td>$111.00</td>
</tr>
<tr>
<td>ALUMNIENDOW</td>
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</tr>
<tr>
<td>ATRISK</td>
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<tr>
<td>BARNHART</td>
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<tr>
<td>BEAUER</td>
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<td>BOYKINMEM</td>
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<tr>
<td>BUTLER</td>
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<tr>
<td>CORBIN</td>
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<tr>
<td>EDMONSON</td>
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<tr>
<td>EOPS/CARE</td>
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<tr>
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<tr>
<td>GEISER</td>
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<tr>
<td>GREER</td>
<td>$800.00</td>
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<tr>
<td>HARTE</td>
<td>$550.00</td>
</tr>
<tr>
<td>HARUTUNIAN</td>
<td>$500.00</td>
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</table>
## DONATIONS TO COC FOUNDATION
### Annual Acceptance of Gifts
to the Foundation
**July 1, 2008 - June 30, 2009**

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HERITAGE</td>
<td>$120.00</td>
</tr>
<tr>
<td>HOWARD</td>
<td>$160.00</td>
</tr>
<tr>
<td>JJOBRIEN</td>
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</tr>
<tr>
<td>JONHENRY</td>
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</tr>
<tr>
<td>JONHENRYEXPEND</td>
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<td>KLEEMAN</td>
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<tr>
<td>KINESIOLOGY</td>
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<tr>
<td>LAESCROW</td>
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<tr>
<td>MARCHENDOW</td>
<td>$5,000.00</td>
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<tr>
<td>MARCHEXPEND</td>
<td>$5,000.00</td>
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<tr>
<td>MCGUIRE</td>
<td>$400.00</td>
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<tr>
<td>MCKIMMEY</td>
<td>$2,850.00</td>
</tr>
<tr>
<td>NEENAN</td>
<td>$1,110.00</td>
</tr>
<tr>
<td>OAKIE</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>PHYSICSBOOK</td>
<td>$4,850.00</td>
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<tr>
<td>PLONK</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>PRESIDENTIAL</td>
<td>$6,625.00</td>
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<tr>
<td>SMITH</td>
<td>$555.00</td>
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<tr>
<td>SOMAN</td>
<td>$350.00</td>
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<tr>
<td>STUDENTNEED</td>
<td>$3,250.00</td>
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<tr>
<td>SULLIVAN</td>
<td>$1,000.00</td>
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<tr>
<td>TREZZA</td>
<td>$2,050.00</td>
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<tr>
<td>VANAKEN</td>
<td>$100.00</td>
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<tr>
<td>WIGGINS</td>
<td>$1,000.00</td>
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<tr>
<td>WIGGINSENDOW</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$118,188.72</strong></td>
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</table>

### C. Development Program Operations

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALUMNI</td>
<td>$4,395.00</td>
</tr>
<tr>
<td>ANNUALFUND</td>
<td>$5,825.00</td>
</tr>
<tr>
<td>DEVELOPMEN</td>
<td>$15,916.51</td>
</tr>
<tr>
<td>FDTNGOLF</td>
<td>$84,512.00</td>
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<tr>
<td>PRESIDENTS</td>
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<tr>
<td>SSPUR</td>
<td>$105,135.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$247,182.75</strong></td>
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</table>

### D. Educational Events & Activities & Special Events

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIROFFREND</td>
<td>$13,730.00</td>
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<tr>
<td>CIVICCENTER</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>COC/ATT</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>ECONDEV</td>
<td>$8,475.00</td>
</tr>
<tr>
<td>EOPSCARE</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>EPICENDOW</td>
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<tr>
<td>FOFA</td>
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<td>FUNDFUTURE</td>
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<tr>
<td>HOCKEY</td>
<td>$6,810.00</td>
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<tr>
<td>ISP</td>
<td>$1,295.16</td>
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<tr>
<td>ITL</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>LIBASSOC</td>
<td>$8,819.05</td>
</tr>
<tr>
<td>LIBENDOW</td>
<td>$1,493.68</td>
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</tbody>
</table>
## DONATIONS TO COC FOUNDATION
### Annual Acceptance of Gifts to the Foundation
#### July 1, 2008 - June 30, 2009

<table>
<thead>
<tr>
<th>Program</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MATH/SCI/ENG</td>
<td>$350.00</td>
</tr>
<tr>
<td>MUN</td>
<td>$350.00</td>
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<tr>
<td>PACCONCESSIONS</td>
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<tr>
<td>POPA</td>
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<tr>
<td>PSYCHCLUB</td>
<td>$2,252.00</td>
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<tr>
<td>SBDC</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>SPECPROJ</td>
<td>$1,840.00</td>
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<tr>
<td>STUDENTORCH</td>
<td>$30,448.50</td>
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<tr>
<td>TLCTUTOR</td>
<td>$495.00</td>
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<tr>
<td>UCPROGRAM</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$288,572.82</strong></td>
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### E. Capital

<table>
<thead>
<tr>
<th>Program</th>
<th>Amount</th>
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<tbody>
<tr>
<td>UNIVERSITY</td>
<td>$144,475.48</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$144,475.48</strong></td>
</tr>
</tbody>
</table>

**GRAND TOTAL:** $1,027,689.83

Total # of Gifts: 2,725
Avg. Gift Size: $377.13
AGENDA
CATEGORY  GENERAL

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

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

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

FISCAL IMPLICATIONS:

N/A

RECOMMENDATIONS:

Action, if any, to be determined.

Submitted by: Dianne G. Van Hook

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: