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

5:00 p.m.
Wednesday, December 2, 2009

The meeting will begin at 5:00 p.m. with Closed Session.
Open Session will begin at 6:30 pm (public welcome).

1. PRELIMINARY FUNCTIONS
1.1 Call to Order/Establishment of a Quorum — Public Comment on Closed Session Items
1.2 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
   November 11, 2009 – Business Meeting
1.7 Recognition/Up Close & Personal ORAL
   • Oath of Office, Board of Trustees Members
     Mrs. Joan W. MacGregor and Mr. Michael D. Berger
   • Outgoing Board of Trustees Member, Mr. Ernest L. Tichenor

ORGANIZATIONAL MEETING ITEMS:
1.8 Election of Board Officers ACTION
1.9 Approval of Meeting Dates for 2009 ACTION
1.10 Approval of Resolution No. 2009/10-05: Certification of Signatures (District) ACTION
1.11 Approval of Resolution No. 2009/10-06: Certification of Signatures (Associated Student Government) ACTION
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
- 5.1 Approval of Purchase Order Schedule PO 09/10-5
- 5.2 Approval of Travel Authorizations Schedule T 09/10-10
- 5.3 Approval of Renewal of Independent Contract Agreement Between Santa Clarita Community College District and Mr. Jesse Munoz, Freelance Writer and Photographer
- 5.4 Approval of Renewal of Agreement Between Santa Clarita Community College District and Coffee Kiosk
- 6.1 Approval of Notices of Completion (Various)
- 6.2 Approval of Release of Retention for the Dr. Dianne G. Van Hook University Center Construction Project (Premier Marble & Tile, Mendez Concrete, and Weiss Sheet Metal)
- 6.3 Approval of Contract for Landscape Design Services for the Canyon Country Campus (Lawrence R. Moss & Associates)
- 6.4 Approval of Addendum #02 to Contract for Soils Testing for the Applied Technology Education Center at the Canyon Country Campus (SubSurface Designs, Inc.)
- 6.5 Approval of Addendum #03 for Geotechnical Services for the Mentry Hall Expansion Construction Project (SubSurface Designs, Inc.)
- 6.6 Approval of Change Orders for Bonelli Hall First Floor Remodel Project
- 6.7 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Construction Project
- 6.8 Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Tenant Improvement Construction Project
- 7.1 Approval of Personnel Schedule PERS 2009/2010-09
- 7.2 Approval of Contract Education Agreement for Services Between Santa Clarita Community College District and the Los Angeles Police Department for On-Site Supervisors of Training Classes
- 7.3 Approval of Resolution 2009/10-08: Adopt Supplemental Employee Retirement Plan (SERP) for Non-Represented Employees
- 7.4 Approval of Contract with Public Agency Retirement System (PARS) for Supplemental Employee Retirement Plan (SERP) for Administrative Employees with Plan Details

3. INSTRUCTIONAL SERVICES

- 3.2 Approval of Payments for Supplemental Services for Full-Time Faculty; Information on Full-Time Faculty Reassigned Time, Overload and Extra Session Payments to Date 2008-2009
- 3.3 Approval of Lease Agreement Between Santa Clarita Community College District and the City of Santa Clarita (WorkSource Center)
- 3.4 Presentation of Accountability Reporting for the Community Colleges (ARCC/AB1417) Report and Update on the Skills4Success Initiative

4. STUDENT SERVICES

None.

5. BUSINESS SERVICES

- 5.5 Approval/Ratification of Budget Transfers
- 5.6 Approval of Resolution No 2009/2010-07: Authorizing and Approving the Borrowing of Funds for Fiscal Year 2009/10, and the Issuance and Sale of a 2009/10 Tax and Revenue Anticipation Note (TRAN)
- 5.7 Financial Report – Month Ending October 31, 2009
6. **PHYSICAL PLANT, FACILITIES, and CONSTRUCTION**
   6.9 Approval of Contract for the Del Valle Regional Training Center for Construction Management Services (Lundgren Management) **ACTION**

7. **HUMAN RESOURCES**
   7.5 Approval of Administrator Contract Amendments **ACTION**

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

9. **POLICIES AND PROCEDURES**
   9.1 Discussion for How the Board of Trustees Can Share Information Regarding their Community Involvement **DISCUSSION**

10. **GENERAL**
    10.1 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**
    Tentatively Scheduled for Wednesday, January 20, 2010, Business Meeting, Start Times to be Determined, Board Meeting Room, Hasley Hall (HSLH-137), College of the Canyons.

**AND ADJOURNMENT**

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

ITEM/TITLE Election of Board Officers

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Per Board Policy 2210, at this meeting, the Board will elect one of its members as President, a second member as Vice President, and a third member as Clerk.

The Board must also appoint a Secretary and Parliamentarian to the Governing Board. At this time, it is recommended that Dr. Dianne G. Van Hook, Chancellor, be appointed as Secretary-Parliamentarian to the Governing Board.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATIONS:

Move approval of (specify name) as President, SCCCD Board of Trustees. Move approval of (specify name) as Vice President, SCCCD Board of Trustees. Move approval of (specify name) as Clerk, SCCCD Board of Trustees. Move approval to appoint (specify name) as Secretary-Parliamentarian to the Governing Board.

Submitted by: Dr. Dianne Van Hook

Approval for submission to Board of Trustees:

Dr. Dianne Van Hook
Chancellor

Recommended by:
<table>
<thead>
<tr>
<th>BACKGROUND / ANALYSIS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board President Mrs. Joan W. MacGregor and Chancellor Dr. Dianne Van Hook recommend that the attached schedule of meetings be approved. The Board Meeting start times will be determined for the 2010 year by discussion of the Board of Trustees at the meeting in conjunction with this item.</td>
</tr>
<tr>
<td>For any given meeting, if a 'second' meeting in any month is not needed, it will be canceled in advance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FISCAL IMPLICATIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECOMMENDATIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move approval of meetings for the Board of Trustees on the 2010 calendar as discussed by the Board at the meeting. The starting times will be discussed and finalized by the Board at the meeting.</td>
</tr>
</tbody>
</table>

Submitted by: Dr. Dianne Van Hook

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

Recommended by: Mrs. Joan W. MacGregor
2010 BOARD MEETING DATES

Business meetings will begin at _______ p.m. with a Closed Session. Open Session (open to the public) will begin at _______ p.m.
All meetings are scheduled on Wednesdays unless otherwise indicated.

MEETING DATES

January 20 – Business Meeting
February 10 – Business Meeting
February 24 – Business Meeting
March 10 – Business Meeting
March 24 – Joint Meeting with Associated Student Government (ASG)
April 14 – Business Meeting
April 28 – Potential Joint Meeting *
May 12 – Business Meeting
May 26 – Joint Meeting with COC Foundation Board of Directors
June 9 – Business Meeting
June 23 – Tentative Budget Workshop
July 7 – Business Meeting
August 11 – Business Meeting
August 25 – Adopted Budget Workshop
September 8 – Business Meeting
September 22 – Joint Meeting with Wm. S. Hart Union High School District Governing Board
October 13 – Business Meeting
October 27 – Joint Meeting with Associated Student Government (ASG)
November 10 – Business Meeting
December 8 – Organizational and Business Meeting

* During the year, the Board of Trustees will attempt to schedule Joint Meetings with the Associated Student Government, the Governing Board of the Wm. S. Hart Union High School District, Santa Clarita City Council, and the COC Foundation Board of Directors.

These dates have been set aside so we can calendar Joint meetings based on the availability of each of these organizations. As we get closer to each date and solidify plans, the schedule will be updated.
**AGENDA**

**CATEGORY**  ORGANIZATIONAL MEETING

**ITEM/TITLE**  Approval of Resolution No. 2009/10-05: Certification of Signatures (District)

<table>
<thead>
<tr>
<th>ACTION/CONSENT</th>
<th>ACTION</th>
<th>INFORMATION</th>
<th>DISCUSSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
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</tr>
</tbody>
</table>

**BACKGROUND / ANALYSIS:**

The Governing Board of each community college district is required to hold an annual organizational meeting. This is necessary for changes in Governing Board officers and to list those authorized to sign contracts, etc., on behalf of the District. The attached Certification represents the current authorized signatures for the Santa Clarita Community College District.

Since PeopleSoft was implemented by the Los Angeles County Office of Education (LACOE) in July 2003, a security component has been added for processing commercial warrants. LACOE asks that the wording in the Certification of Signatures’ Resolution Board item state that people listed are authorized to approve B Warrants online using the PeopleSoft System. A copy of this Board item will provide LACOE with the necessary approval.

**FISCAL IMPLICATIONS:**

N/A.

**RECOMMENDATIONS:**

Move Approval of Resolution No. 2009/10-05: Certification of Signatures (District).

Submitted by: Sharlene L. Coleal

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Sharlene L. Coleal
CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

**K-12 Districts:** 35143, 42032, and 42033  
**Community College Districts:** 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: ________________ to ________________  
In accordance with governing board approval dated ________________, 2009.

Signature ___________________________ Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

### Column 1

**Signatures of Members of the Governing Board**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Type Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>President of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Clerk/Secretary of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
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<tr>
<td>Member of the Board of Trustees/Education</td>
<td></td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td></td>
</tr>
</tbody>
</table>

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

### Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Type Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dianne G. Van Hook</td>
<td></td>
</tr>
<tr>
<td>Michael Wilding</td>
<td></td>
</tr>
<tr>
<td>Barry Gibbons</td>
<td></td>
</tr>
<tr>
<td>Sharlene L. Coleal</td>
<td></td>
</tr>
<tr>
<td>Mitjl Capet</td>
<td></td>
</tr>
<tr>
<td>Diane Fiero</td>
<td></td>
</tr>
<tr>
<td>James C. Schrage</td>
<td></td>
</tr>
</tbody>
</table>

Number of Signatures required:

- ORDERS FOR SALARY PAYMENTS: 1
- ORDERS FOR COMMERCIAL PAYMENTS: 1
- NOTICES OF EMPLOYMENT: 1
- CONTRACTS: 1

**FORM NO. 503-804 Rev. 11-20-2002**

FULL AGENDA BOOK - PAGE 8
CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

**K-12 Districts:** 35143, 42632, and 42633

**Community College Districts:** 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: \[ \text{December 3, 2009} \] to \[ \text{December 2, 2009} \].

In accordance with governing board approval dated \[ \text{December 2, 2009} \].

Signature__________________________ Clerk (Secretary) of the Board

**NOTE:** Please TYPE name under signature.

### Column 1

Signatures of Members of the Governing Board

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>TYPED NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>President of the Board of Trustees/Education</td>
<td>Diane Stewart</td>
</tr>
<tr>
<td>Clerk/Secretary of the Board of Trustees/Education</td>
<td>Sue Bozman</td>
</tr>
<tr>
<td>Member of the Board of Trustees/Education</td>
<td>Cindy Grandgeorge</td>
</tr>
</tbody>
</table>

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

### Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>TYPED NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diane Stewart</td>
<td>Dean, Early Childhood Education and Training Programs</td>
</tr>
<tr>
<td>Sue Bozman</td>
<td>Vice President, District Communication, Marketing and External Relations</td>
</tr>
<tr>
<td>Cindy Grandgeorge</td>
<td>Controller</td>
</tr>
</tbody>
</table>

**Number of Signatures required:**

<table>
<thead>
<tr>
<th>ORDERS FOR SALARY PAYMENTS</th>
<th>ORDERS FOR COMMERCIAL PAYMENTS</th>
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<tbody>
<tr>
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<td>1</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NOTICES OF EMPLOYMENT</th>
<th>CONTRACTS</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

FORM NO. 503-804 Rev. 11-20-2002

FULL AGENDA BOOK - PAGE 9
AGENDA
CATEGORY ORGANIZATIONAL MEETING

ITEM/TITLE Approval of Resolution No. 2009/10-06: Certification of Signatures (Associated Student Government)

BACKGROUND / ANALYSIS:
The Governing Board of each community college district is required to hold an annual organizational meeting. This is necessary for changes in Governing Board officers and to list those authorized to sign contracts, etc. on behalf of the District.

This certification of signatures resolution renews the authority given to Michael Joslin and Allison Devlin on January 21, 2009 to conduct banking transactions, including signing checks, on ASG board approved bank accounts.

Beginning this December 2009 the Associated Student Government approval signatures will be presented in conjunction with the item approving the District signatures.

This Board item helps the District meet auditor and LACOE requirement that employees authorized to conduct transactions on behalf of the District be board approved annually.

FISCAL IMPLICATIONS:
N/A.

RECOMMENDATIONS:
Move Approval of Resolution No. 2009/10-06: Certification of Signatures (Associated Student Government).

Submitted by: Sharlene L. Coleal

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:
Sharlene L. Coleal
Santa Clarita Community College District

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons **authorized to be named as account signers on board approved bank accounts for the Associated Student Government and conduct banking transactions on these accounts, including signing checks issued from these accounts.** These certifications are made in accordance with the provisions of Education Code Sections 72000, 85232, 85233.

If persons authorized to sign as shown in Column 2 of this form (and all other valid Certification of Signatures resolutions) are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: December 3, 2009 to December , 2010.
In accordance with governing board approval dated December 2, 2009.

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signatures of Members of the Governing Board</td>
<td>Signatures of Personnel and/or Members of Governing Board authorized to be named as account signers on board approved bank accounts for the Associated Student Government and conduct banking transactions on these accounts, including signing checks issued from these accounts.</td>
</tr>
</tbody>
</table>

NOTE: Please TYPE name under signature.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk (Secretary) of the Board</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>TypedList Name</td>
<td>TypedList Name</td>
</tr>
<tr>
<td>President of the Board of Trustees</td>
<td>Title Dean, Student Services</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>TypedList Name</td>
<td>TypedList Name</td>
</tr>
<tr>
<td>Clerk/Secretary of the Board of Trustees</td>
<td>Title Director, Student Development</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>TypedList Name</td>
<td>TypedList Name</td>
</tr>
<tr>
<td>Member of the Board of Trustees</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>TypedList Name</td>
<td>TypedList Name</td>
</tr>
<tr>
<td>Member of the Board of Trustees</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>TypedList Name</td>
<td>TypedList Name</td>
</tr>
<tr>
<td>Member of the Board of Trustees</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA CATEGORY  INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of New and Modified Courses and Programs

ACTION/CONSENT X

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:
The following list represents 26 new courses, 21 course modifications, 3 new programs and 1 program modification that were approved by the Curriculum Committee of the Academic Senate, and subsequently by the Academic Senate for the October 15th, 2009 and November 5th, 2009 Curriculum Committee meetings. Of the 26 new courses that were approved, 4 are new ISA courses and 1 is a new Honors course. 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 8 courses to be deleted from our inventory and 5 courses were approved to be offered via a distance learning format.

FISCAL IMPLICATIONS:
N/A

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

Submitted by:  Patrick Backes
Curriculum Coordinator

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

Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
### Approval of New and Modified Courses and Programs

**Meeting Date:** December 2, 2009

#### New Courses:
- CWEXP 189  Cooperative Work Experience Education – General
- MLT 110  Clinical Hematology Lecture
- MLT 110L  Clinical Hematology Lab
- MLT 112  Clinical Urinalysis Lecture
- MLT 112L  Clinical Urinalysis Lab
- MLT 114  Clinical Coagulation Lecture
- MLT 114L  Clinical Coagulation Lab
- MLT 116  Clinical Microbiology Lecture
- MLT 116L  Clinical Microbiology Lab
- MLT 118  Clinical Immunology/Immunohematology Lecture
- MLT 118L  Clinical Immunology/Immunohematology Lab
- MLT 120  Clinical Chemistry I Lecture
- MLT 120L  Clinical Chemistry I Lab
- MLT 124  Clinical Chemistry II Lecture
- MLT 124L  Clinical Chemistry II Lab
- MLT 128  Clinical Hematology/Urinalysis/Coagulation Practicum
- MLT 129  Clinical Microbiology Practicum
- MLT 130  Clinical Immunology/Immunohematology Practicum
- MLT 131  Clinical Chemistry Practicum
- REC 105  Leadership in Recreation and Leisure Services
- THEATR 190B  Classical Theater Production

#### New Honors Courses:
- SOCI 103H  Intimate Relationships and Families – Honors - *Approved for Distance Learning Format*

#### New ISA Courses:
- FIRETC 098CB  Fire Command 1A
- PUBSAF 10AI  Developing Learning Activities
- PUBSAF 20AL  Motorcycle Training Instructor
- PUBSAF 40AE  Special Weapons and Tactics

#### New Programs:
- Medical Laboratory Technician  Associates Degree
- Web Publishing and Design  Associates Degree
- Web Publishing and Design  Certificate of Achievement

#### Modified Courses:
- BIOSCI 107  Molecular & Cellular Biology
- BIOSCI 230  Introduction to Biotechnology
- CMPNET 131  Voice and Data Cabling - *Approved for Distance Learning Format*
- CMPNET 132  A+ Certification - *Approved for Distance Learning Format*
- CMPNET 133  Server + Certification - *Approved for Distance Learning Format*
- CONST 103  Blue Print Reading for Construction
- DANCE 161  COC Dance Company Production
- ECON 202  Microeconomics
### Modified Courses (cont):

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGL 204</td>
<td>Technical Report Writing</td>
</tr>
<tr>
<td>ENGL 251</td>
<td>British Literature II</td>
</tr>
<tr>
<td>ENGL 263</td>
<td>Introduction to Poetry</td>
</tr>
<tr>
<td>ENGL 273</td>
<td>World Literature I</td>
</tr>
<tr>
<td>ENG 274</td>
<td>World Literature II - <em>Approved for Distance Learning Format</em></td>
</tr>
<tr>
<td>MEA 090L</td>
<td>Media Production Lab</td>
</tr>
<tr>
<td>MEA 091L</td>
<td>Advanced Media Production Lab</td>
</tr>
<tr>
<td>MEA 114</td>
<td>Digital Audio for Multimedia</td>
</tr>
<tr>
<td>MEA 119</td>
<td>Announcing and Media Performance</td>
</tr>
<tr>
<td>PSYCH 105</td>
<td>Personal Growth and Adjustment</td>
</tr>
<tr>
<td>PSYCH 172</td>
<td>Developmental Psychology</td>
</tr>
<tr>
<td>SOCI 108</td>
<td>Thinking Critically About Social Issues</td>
</tr>
</tbody>
</table>

### Modified ISA Courses:

- FIRETC 098CA: S-445 Incident Training Specialist

### Modified Programs:

- CAD/CAM: Certificate of Specialization

### Course Deletions:

- CIT 098G: Tech Tools Workshop
- EDUC 105: Literacy Tutoring and Early Field Experience
- EDUC 200: Introduction to Special Education
- NC:HLSF 02: Food Handler Certification
- NC:OAD ART 06: Gardening as Self Expression
- NC:OAD LLL 07: The Law and How to Use it
- PHOTO 165: Digital Photography I
- PHOTO 175: Intermediate Photography
AGENDA CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Purchase Order Schedule PO 09/10-5

BACKGROUND / ANALYSIS:
The following list of 09/10-5 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 $841,821. Funds for the payment of these expenditures are included in the current budget.

RECOMMENDATIONS:
Move Approval of Purchase Order Schedule PO 09/10-5.

Submitted by: Shari Bricker  

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

Chancellor

Recommended by: Sharlene L. Coleal
**Schedule of Purchase Orders No. 09/10-05**

**Summary of Proposed Expenditures**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
<th>%</th>
</tr>
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<tbody>
<tr>
<td>11 Unrestricted Fund</td>
<td>460,924.00</td>
<td>60.2287%</td>
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<td>12 Restricted Fund</td>
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<td>32 Cafeteria Fund</td>
<td>560.00</td>
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<tr>
<td>33 Child Development Fund</td>
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<tr>
<td>41 State Construction Fund</td>
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<td>43 Capitol Improvement Fund</td>
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<td>46 SCCCD Project Fund, Election 2006, Ser</td>
<td>128,611.00</td>
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<tr>
<td>58 Performing Arts Center Fund</td>
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<td>59 Employee Training Institute Fund</td>
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<td>72 Student Representation Fee Trust Fund</td>
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**GRAND TOTAL**                         | 766,290.00| 100.00%     |

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

Purchase Order #33034 through #33222
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<th>Fund</th>
<th>PO Number</th>
<th>Vendor</th>
<th>Activity/Program</th>
<th>Category</th>
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Schedule of Blanket Purchase Orders No.09/10-05

Summary of Proposed Expenditures

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<th>Fund</th>
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<tr>
<td>11 Unrestricted Fund</td>
<td>55,642.00</td>
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<td>12 Restricted Fund</td>
<td>11,389.00</td>
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<td>33 Child Development Fund</td>
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<td>43 Capitol Improvement Fund</td>
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**GRAND TOTAL**

- 76,531.00 100.00%

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

Blanket Purchase Order #B7230 through #B7253.
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<th>Fd PO Number</th>
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<th>Activity/Program</th>
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<td>11 B0007242</td>
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<td>11 B0007243</td>
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<td>11 B0007244</td>
<td>All Valley Honey &amp; Bee</td>
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**Fund Total...**

55,642.40

| 12 B0007230 | The Home Depot | THEATRE | INSTRUCTIONAL SUPPLIES | 400.00 |
| 12 B0007231 | Cuesta College | NSF-CUESTA CARRYFORWARD | OTHER EXPENSES | 1,578.00 |
| 12 B0007232 | Moorpark College | NSF-MOORPARK CARRYFORWARD | OTHER EXP-SPECIAL PROJECTS | 500.00 |
| 12 B0007234 | Federal Express | CISCO GRANT CARRYFORWARD | POSTAGE | 200.00 |
| 12 B0007235 | Emerson Management Solutions | IDRC INCUBATOR GRANT #2 | CONTRACT SERVICES | 4,404.00 |
| 12 B0007245 | Sharlene Katz | NSF GRANT CARRYFORWARD | CONSULTANTS | 338.00 |
| 12 B0007251 | PeopleSupport Rapidtext, Inc. | Dist. Ed. CC Grant #4 CF | CONTRACT SERVICES | 469.00 |
| 12 B0007253 | Charlie Y Chung | CTE COMMUNITY COLLAB GRANT 1 | OTHER EXPENSES | 3,500.00 |

**Fund Total...**

11,389.00

| 33 B0007238 | U.S. Foodservice | CHILD NUTRITION CONTRACT | OTHER EXPENSES | 4,500.00 |

**Fund Total...**

4,500.00

| 43 B0007240 | Lawrence Moss & Associates, In UNIV CTR-HART-NON-STATE SUPP c. | BUILDINGS | 250.00 |
| 43 B0007240 | Lawrence Moss & Associates, In UNIV CTR-HART-NON-STATE SUPP c. | CONTRACT SERVICES | 4,750.00 |

**Fund Total...**

5,000.00

**TOTAL**

76,531.40

24 records listed
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<td>ACTION/CONSENT</td>
</tr>
<tr>
<td></td>
<td>ACTION</td>
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<td></td>
<td>INFORMATION</td>
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<td>DISCUSSION</td>
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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 $5,989.98 are included in the 2009-10 Adopted Budget.

**RECOMMENDATIONS:**

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

Submitted by: Kari Soffa

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

Recommended by: Sharlene L. Coleal
## TRAVEL AUTHORIZATION SCHEDULE
### BOARD OF TRUSTEES MEETING
#### December 02, 2009

### RATIFIED TRAVEL

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<th>Description</th>
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<th>Trans</th>
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<th>Meals</th>
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<th>Funding Source</th>
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### APPROVED TRAVEL

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1

FULL AGENDA BOOK - PAGE 25
### TRAVEL AUTHORIZATION SCHEDULE
#### BOARD OF TRUSTEES MEETING
December 02, 2008

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<td>California Community Colleges Student Financial Aid Administration Association Annual 2009 Conference</td>
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### INSTRUCTIONAL FIELD TRIPS

18 | Art 124: Drawing I - UCLA Hammer Art Museum | 10/28/09 | Hadley Holliday**+ |

19 | Interior Design: Trade Resources - North Hollywood | 11/05/09 | Leigh Nicolai-Moon**+ |

20 | Interior Design: Trade Resources - Omega/Cinema Props | 11/15/09 | Leigh Nicolai-Moon**+ |

21 | English 101 & 102: English Composition - Metrolink | 11/21/09 | Mike Harutunian**+ |

22 | Biology 100: General Biology - Los Angeles Zoo | 12/05/09 | James Wolf**+ |

### CLUB FIELD TRIPS

23 | Hands on Earth Club - Topanga Canyon State Park | 11/07/09 |
TRAVEL AUTHORIZATION SCHEDULE
BOARD OF TRUSTEES MEETING
December 02, 2009

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24 Alpha Gamma Sigma Southern Regional Conference - Pasadena City College
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Meligen Delaney+++
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## AGENDA

### CATEGORY
BUSINESS SERVICES

### ITEM/TITLE
Approval of Renewal of Independent Contract Agreement

### ACTION/CONSENT
X

### ACTION

### INFORMATION

### DISCUSSION

### BACKGROUND / ANALYSIS:

The Agreement with Mr. Munoz is for assisting the Santa Clarita Community College District’s communications function by covering, writing about, photographing, and distributing publications and materials regarding special events and programs during the 2010 Spring and Summer semesters. His contract supports the District’s need for additional public information materials at this time, to communicate to the community information associated with district enrollments, performing arts promotion, relating district successes and initiatives to the community, and providing expanded student and other campus services.

This is a rehire of Mr. Munoz for the remainder of the fiscal year (January 2010 through June 2010). Copies of the agreement are available upon request from Business Services.

### FISCAL IMPLICATIONS:

Funds for this contract in the amount of $18,000 have been requested in the 09/10 Budget.

### RECOMMENDATIONS:

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

---

Submitted by: Sue Bozman
Vice President, District Communication Marketing and External Relations

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

Recommended by:
INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor: Freelance writing and photography, research, studies for projects that are not ongoing, and preparation of documents for the Public Information Office. 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 January 1, 2010, and will diligently perform as required and complete performance by June 30, 2010.

3. Compensation and Invoicing. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eighteen Thousand Dollars ($18,000.00). District shall pay Contractor after District's Board of Trustee ("Board") approval, completion of services by Contractor and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

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

5. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.
6. **Policies & Procedures and Rules & Regulations.** Contractor will comply with 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 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 shall be given thirty (30) day’s notice of each expiration or cancellation thereof or reduction of the coverage provided thereby. Coverage(s) shall be through an admitted carrier in the State of California.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>To the District:</th>
<th>To the Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clarita Community College District</td>
<td>Jesse Munoz</td>
</tr>
<tr>
<td>26455 Rockwell Canyon Road</td>
<td>25372 Via Donna Christa</td>
</tr>
<tr>
<td>Santa Clarita, CA 91355</td>
<td>Valencia, CA 91355</td>
</tr>
<tr>
<td>Attn: Sue Bozman</td>
<td>Attn:</td>
</tr>
<tr>
<td>Email: <a href="mailto:sue.bozman@canyons.edu">sue.bozman@canyons.edu</a></td>
<td>Email: <a href="mailto:centthg72@tmai.com">centthg72@tmai.com</a></td>
</tr>
<tr>
<td>Tele: 661-362-3415</td>
<td>Tele: 661-993-2872</td>
</tr>
</tbody>
</table>

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

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

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

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

   a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility;
(3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
(4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
(5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
(6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, parties hereby agree.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: ____________________________
Print Name SUE BOZMAN
Print Title VP DISTRICT COMMUNICATIONS, MARKETING AND EXTERNAL RELATIONS

____________________________
Date Board Meeting-Date of Approval/Ratification

CONTRACTOR

BY: ____________________________
Print Name
Print Title

____________________________
Date Social Security #
Or Federal Tax ID #
BACKGROUND / ANALYSIS:
On January 21, 2009, the Board approved an agreement with Coffee Kiosk to provide specialty coffee services on the campus. The term of the agreement was for one year with an option for four (4) - one year renewals. Coffee Kiosk has requested the renewal from January 1, 2010 through December 31, 2010.

The agreement provisions have not changed and include language regarding the type of beverages and foods that will be served, the hours of operation, requirements for licensing and insurance and commission payments. The agreement is available from the Business Services Department upon request.

FISCAL IMPLICATIONS:
The District will continue to receive monthly commissions from Coffee Kiosk based on 7% of gross receipts, less sales tax.

RECOMMENDATIONS:
Move Approval of Renewal of Agreement Between Santa Clarita Community College District and Coffee Kiosk.

Submitted by: Sharlene L. Coleal

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

Recommended by:
Sharlene L. Coleal
AMENDMENT NO. 1

AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("District")
AND
COFFEE KIOSK, INC. ("Contractor")

THIS AMENDMENT to the Operating Agreement signed by the District on January 21, 2009, ("Agreement"), is entered into by and between District and Contractor on this ____ day of __________, 2009.

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

1. Effective on the date above, the Agreement shall be amended to include the following language to read in its entirety as follows:
   a. **Term** – This Amendment shall extend the Term of the Agreement to 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 SHARLENE L. COLEAL

Print Title ASST SUPERINTENDENT, VP-BUS SERVICES

Date Board Meeting  
Date of Approval

CONTRACTOR

BY:

Authorized Representative

Print Name

Print Title

Date

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FULL AGENDA BOOK - PAGE 36
AGENDA CATEGORY: PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE: Approval of Notices of Completion (Various)  

ACTION/CONSENT: X  

ACTION:  

INFORMATION:  

DISCUSSION:  

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

- University Center, Bid Package #103, Landscape and Irrigation, Mariposa Horticultural
- University Center, Bid Package #116, Painting, CT Georgiou
- Scheduled Maintenance Project: Replace Exterior Lighting near Pico Canyon Hall, H&S Electric
- Bonelli Hall Re-Roofing Project, Lavey Roofing Services, 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:
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Release of Retention for the Dr. Dianne G. Van Hook University Center Construction Project (Premier Marble & Tile, Mendez Concrete, and Weiss Sheet Metal)

ACTION/CONSENT  X
ACTION  
INFORMATION  
DISCUSSION  

BACKGROUND / ANALYSIS:
The Dr. Dianne G. Van Hook University Center is a partially funded GO Bond project that includes the 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 three contractors as follows:

- Bid Package #115, Ceramic Tile, Premier Marble & Tile
- Bid Package #102, Concrete and Asphalt Paving, Mendez Concrete
- Bid Package #118, Exterior Metal Panels, Weiss Sheet Metal Company

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

Recommended by:
## Approval of Contract for Landscape Design Services

**for the Canyon Country Campus (Lawrence R. Moss & Associates)**

### BACKGROUND / ANALYSIS:

As part of the District’s Bond-funded modernization projects, improvements to the Canyon Country Campus include the creation of a dry river bed garden. The purpose of this garden would be to provide fire protection in addition to adding an attractive element to the campus.

The District would like to enter into a contract for landscape design services with Lawrence R. Moss & Associates (Glendale, CA) in the amount of $14,000 for this project. The scope of the contract encompasses four phases: (1) conceptual design including researching existing on-site utilities, orientations, grading, existing plant material, etc.; (2) design development including developing preferred options, preparation of preliminary site plans and budget estimates; (3) preparation of construction documents; and (4) contract administration and coordination including review of bids, site visits during construction and preparation of final inspection.

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

### FISCAL IMPLICATIONS:

This is a GO Bond-funded project, funds for which can only be used for bond-listed projects. Funds for this contract in the amount of $14,000 are included in the FY09/10 Adopted Budget.

### RECOMMENDATIONS:

Move approval of contract for Landscape Design Services for the Canyon Country Campus as noted above.

---

**Submitted by:**

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

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

Dr. Dianne G. Van Hook  
Chancellor

**Recommended by:**

[Signature]
Lawrence R. Moss & Associates, Inc.
Agreement

November 6, 2009

This Agreement is made between: Lawrence R. Moss & Associates, Inc. A.S.L.A.
3458 Ocean View Boulevard
Glendale, California 91208
(818) 248-5200 telephone
(818) 248-6574 fax

and the Client:
Mr. James C. Schrage,
Vice President, Facilities Planning, Operations and Construction
College of the Canyons
26455 Rockwell Canyon Road
Santa Clarita, California 91355
(661) 362-3222 telephone
(661) 362-5832 fax
jim.schrage@canyon.edu Email

for the following services: Landscape Architectural

for the following project: Dry River Bed Garden (River rock)
17200 Sierra Highway
Canyon Country, California 91351-1622

Dear Mr. Schrage:

We shall provide landscape architectural services in coordination with you and any other interested parties. Our scope of work will include:

PHASE I - CONCEPTUAL DESIGN
The purpose of the conceptual phase is to establish design parameters and Client objectives relating to project image, level of desired landscape treatment and budget parameters. Services will include:

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1. Meetings with Client and confirmation of requirements and standard to be utilized in the design.

2. Acquisition of data, base sheets and other studies and information relevant to the study areas, such as topographical and utility overlays.

3. Inventory of conditions existing on-site, including, but not limited to utilities, orientations, sun and shade conditions, grading, existing plant material, soil conditions, etc.

4. Review design alternatives with Client to agree upon a preferred design direction.

**PHASE II - DESIGN DEVELOPMENT**

The purpose of the design development phase is to establish a clear design direction for the project and to refine the conceptual plans to a point whereby the preparation of construction drawings may begin. We shall:

1. Develop preferred options incorporating design and budget input from Client.

2. Research materials, systems and products included in preferred options. Define character and essentials of project and selection of materials.

3. Prepare preliminary site improvement plan for review and approval, including: Landscape and irrigation

4. Prepare budget estimate based on selected project elements.

**PHASE III - CONSTRUCTION DOCUMENTS**

As authorized by the Client, and upon approval of the preliminary plans, LRM will develop the necessary drawings and technical specifications with base sheets provided by the Client for submittal to all local agencies prior to construction. We shall:

1. Prepare all base layout sheets for landscaped areas.

2. Prepare construction plans for planting, grading, and drainage.

3. Prepare construction plans for irrigation systems.

4. Prepare construction details as appropriate for all of the above plans.

5. Prepare technical specifications responding to local conditions.

6. Prepare a final detailed cost estimate.

7. Plan corrections as result of plan review.
PHASE IV - CONTRACT ADMINISTRATION AND COORDINATION

LRM shall provide contract administration and coordination for quality control of the job’s construction. Included will be:

1. Review of Bids.
2. Selection of Contractor.
3. Review and advise Client as to the acceptability of any substitutions proposed by the construction contractor.
4. Three (3) site visits during construction.
5. Prepare deficiency/punch list and direct the construction contractor to remedy any such deficiencies in accordance with applicable contract plans and specifications.

Preliminary Estimated Cost of Construction:

Dry River Bed Garden ($10.00 x 7,000 sq.ft) = $70,000.00

FEE: $14,000.00

FEE SCHEDULE:

Due upon completion of preliminary design and design development: $ 4,000.00
Due upon 50% completion of construction documents: $ 4,000.00
Due upon 100% completion of construction documents: $ 5,000.00
Due upon completion of contract administration: $ 1,000.00

The following shall not be considered part of the above fee and will be charged for as noted:

1. Additional revision(s) beyond those described above shall be charged for at the rate of $135.00 per hour.
2. Expenses including, but not limited to, printing, plotting, deliveries, etc. will be charged for at our cost.
TERMINATION

This Agreement may be terminated by either party, upon written notice, should the other party fail substantially to perform in accordance with its terms. In the event of termination, Lawrence R. Moss & Associates, Inc. shall be paid for services provided to the date of termination.

APPROVED AND ACCEPTED in accordance with the General Terms of Agreement for Consulting Services:

Lawrence R. Moss, President
LAWRENCE R. MOSS & ASSOCIATES, INC.
Date: Nov 6, 2009

Dr. Dianne G. Van Hook
Chancellor
Santa Clarita Community College District

Date:
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Addendum #02 to Contract for Soils Testing

ACTION/CONSENT  X

ACTION

INFORMATION

DISCUSSION

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

The District entered into a contract for soils testing and reporting with SubSurface Designs at the May 12, 2009 Board meeting. At this time, Addendum #02 in the amount of $3,000 is needed. Copies of the addendum have been distributed under separate cover and are available upon request.

FISCAL IMPLICATIONS:
This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects. Funds for this addendum in the amount of $3,000 are included in the FY08/09 Adopted Budget.

RECOMMENDATIONS:
Move approval of addendum #02 for Soils Testing for the Applied Technology Center at the Canyon Country Campus as noted above.

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

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

Recommended by:
ADDENDUM #02  
TO AGREEMENT FOR SOILS TESTING  
FOR APPLIED TECHNOLOGY CENTER  
AT CANYON COUNTRY CAMPUS

The contract dated March 24, 2009 for Applied Technology Center is hereby modified by Board action December 2, 2009 by and between the Santa Clarita Community College District, a California college district (“District”) and SubSurface Designs (“Contractor”).

The agreement is modified as follows:

Additional fee of $3,000

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

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

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

“CONTRACTOR”  
SUBSURFACE DESIGNS

By: ____________________________
AGENDA CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE Approval of Addendum #03 for Geotechnical Services for the

Mentry Hall Expansion Construction Project (SubSurface Designs, Inc.)

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

The District entered into a contract with SubSurface Designs, Inc. for geotechnical services for this project at the February 6, 2008 board meeting. Addendum #03 in the amount of $10,000 is needed at this time for additional geotechnical services for this 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 towards Bond-listed projects. Funds for this addendum in the amount of $10,000 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of Addendum #03 for Geotechnical Services for the Mentry Hall Expansion Construction Project as noted above.

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

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

Recommended by: James C. Schrage
ADDENDUM #03
TO AGREEMENT FOR GEOTECHNICAL SERVICES FOR
MENTRY HALL EXPANSION CONSTRUCTION PROJECT

The contract dated January 30, 2008 for Geotechnical Services for Mentry Hall Expansion Project is hereby modified by Board action December 2, 2009 by and between the Santa Clarita Community College District, a California college district ("District") and SubSurface Designs ("Contractor").

The agreement is modified as follows:

Additional fee of $10,000

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

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

“CONTRACTOR”
SUBSURFACE DESIGNS

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

ITEM/TITLE  Approval of Change Orders for Bonelli Hall First Floor Remodel Project

ACTION/CONSENT  

ACTION  

INFORMATION  

DISCUSSION  

BACKGROUND / ANALYSIS:
As part of the Measure M GO bond-listed projects, the Bonelli Hall Remodel Project includes the complete remodel of the entire first floor of Bonelli Hall which houses Computer Support Services, Audiovisual and Reprographics.

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

- Contract Package #104, Heating, Ventilation & Air Conditioning, Environmental Heating & Air Condition-Change Order #01 encompasses one item and results in a contract addition of $814.
- Contract Package #105, Electrical, Triple C Electric-Change Order #02 encompasses one item and results in a contract addition of $473.
- Contract Package #105, Electrical, Triple C Electric-Change Order #03 encompasses one item and results in a contract addition of $1,639.
- Contract Package #106, Electronic Detection & Alarm, Simplex Grinnell-Change Order #02 encompasses three items and results in a contract addition of $4,611.

FISCAL IMPLICATIONS:
This is a GO Bond-listed project, funds for which can only be used on bond-listed projects. Funds for this contract in the amount of $7,537 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of change order for the Bonelli Hall First Floor 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
Vice President, Facilities Planning, Operations and Construction
Bonelli Hall First Floor Remodel Project
Change Order Recap

**Issue date: 11/2/09**

Contractor: Triple C Electric
Change Order # 105-002

Item # 1 COR 105-003
Background: The existing exhaust fan on the roof of Bonelli Hall is not working. Triple C Electric to troubleshoot and repair the mag starter on the fan per Owner request.
Reason for Change: Owner Request
Requested by: Owner
Cost: $473.00

**Issue date: 11/13/09**

Contractor: Triple C Electric
Change Order # 105-003

Item # 1 COR 105-004
Background: The Owner requested additional outlets in the Graphics Room of Bonelli Hall. This Change Order is for time and labor in providing those to the Owner.
Reason for Change: Owner Request
Requested by: Owner
Cost: $1,639.00

**Issue date: 11/13/09**

Contractor: Simplex Grinnell
Change Order # 106-002

Item # 1 COR 106-002R
Background: Two new Air Handling Units were added to the Server Room in Bonelli Hall that were not initially shown on the plans. No fire alarm interface existed for these to all use of the duct detectors. Simple is to install all necessary materials to interface these units for fire alarm shutdown per the Architect Proposal Request #4.
Reason for Change: Owner Request
Requested by: Owner/Architect
Cost: $2,234.23
Item # 2 COR 106-003
Background: To accommodate Owner’s furniture partition, a pull station in the Graphics Room exterior door needed to be moved.
Reason for Change: Owner Request
Requested by: Owner
Cost: $1,173.62

Item # 3 COR 106-004
Background: During the Demolition phase of the Bonelli Hall Project, fire alarm cables were damaged and needed to be repaired. This Change Order includes all material and labor necessary to connect and troubleshoot these cables to ensure proper operation.
Reason for Change: Unforeseen Conditions
Requested by: Owner/Architect
Cost: $4,610.55
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 #116, Painting, CT Georgiou Change Order #03 encompasses one item and results in a contract addition of $2,000.
- Contract Package #125, Fire Alarm & Security Alarm, Simplex Grinnell Change Order #01 encompasses 6 items and results in a contract addition of $16,888.

FISCAL IMPLICATIONS:
The University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders in the amount of $18,888 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: James C. Schrage
Vice President, Facilities Planning, Operations and Construction

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

Recommended by:
University Center Project
Change Order Recap

**Issue date: 11/17/09**
Contractor: CT Georgiou
Change Order #: 116-003

Item # 1 COR 116-003
Background: Plans called for ¼” of caulking at bottom of interior walls. Actual field conditions required between ½” and ¾” at many areas. Cost is for additional material and labor for caulking above contract scope.
Reason for Change: Field Conditions
Requested by: CT Georgiou
Cost: $2,000.00

**Issue date: 11/10/09**
Contractor: Simplex Grinnell
Change Order #: 125-001

Item # 1 COR 125-001
Background: Heat Detectors were shown in the plans, but did not meet code requirements for beam pocket depths. Heat detectors are not required for this building because the building has an automatic fire sprinkler system. Delete heat detectors per Bulletin #2
Reason for Change: Value Engineering
Requested by: Architect
Cost: $(88,542.02)

Item # 2 COR 125-002
Background: Add network cards, sensors, test stations and remote annunciator panel as added in Bulletin #2 to meet fire department & code requirements
Reason for Change: Code Requirements
Requested by: Architect
Cost: $60,845.15

Item # 3 COR 125-03R2
Background: Two smoke/fire dampers were added in rooms 185 & 186 that were not shown in original plans. Tie these smoke/fire dampers into the fire alarm system.
Reason for Change: Code Requirement
Requested by: Architect
Cost: $6,912.38

Item # 4 COR 125-04R
Background: Six smoke/fire dampers were added in rooms 313, 341, 330 & 247 as well as duct detectors that were not shown in original plans. Tie these smoke/fire dampers and the added inline duct detectors into the fire alarm system.
Reason for Change: Code Requirement
Requested by: Architect
Cost: $19,672.01
Item # 5  COR  125-005
Background:  Add 14 manual pull stations for specific occupancy type rooms in lieu of heat detectors deleted in bulletin #2
Reason for Change:  Code Requirement
Requested by:  Architect
Cost:   $14,765.27

Item # 6  COR  125-006
Background:  Add/delete smoke dampers pre RFI’s 92, 106, 132, 141, 143 & 319 that were either not shown on plans or not needed due to changes in wall configurations.
Reason for Change:  Code Requirement
Requested by:  Architect
Cost:   $3,235.45
AGENDA
CATEGORY  PHYSICAL PLANT, FACILITIES and CONSTRUCTION

ITEM/TITLE  Approval of Change Orders for the Dr. Dianne G. Van Hook University Center Tenant Improvement Construction Project  ACTION/CONSENT

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

- Contract Package #203, Lath, plaster, Drywall & Framing, Nevell Group Change Order #01 encompasses three items and results in a contract addition of $3,448.
- Contract Package #204, Acoustical Ceilings, Preferred Ceilings Change Order #01 encompasses one item and results in a contract addition of $2,290.
- Contract Package #212, Fire Alarm & Security Alarm, Simplex Grinnell Change Order #01 encompasses one item and results in a contract addition of $996.

FISCAL IMPLICATIONS:
The University Center Construction Project is a joint State/GO Bond/Locally funded project. Funds for these change orders in the amount of $6,734 are included in the FY09/10 Adopted Budget.

RECOMMENDATIONS:
Move approval of change orders for the Dr. Dianne G. Van Hook University Center Tenant Improvement 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
University Center Tenant Improvement Project
Change Order Recap

**Issue date:** 11/6/09

**Contractor:** Nevell Group
**Change Order #** 203-001

**Item # 1** COR  203-001

**Background:** Due to long lead time for door frames, drywall installation around the doors had to be completed at a later date in order to maintain the schedule. Cost is for increased labor and premium time needed to complete this work out of sequence.

**Reason for Change:** Expedite Schedule
**Requested by Owner**
**Cost:** $2,941.00

**Item # 2** COR  203-002

**Background:** Delete drywall and fry reglet behind acoustical panels in room #258. The aesthetic was not needed to achieve the aesthetic look between acoustical panels.

**Reason for Change:** Value Engineering
**Requested by:** Lundgren Management
**Cost:** $(2,276.00)

**Item # 3** COR  203-003

**Background:** Relocate walls at Chancellor’s office

**Reason for Change:** Requested by Owner
**Cost:** $2,783.00

**Issue date:** 11/6/09

**Contractor:** Preferred Ceilings
**Change Order #** 204-001

**Item # 1** COR  204-001

**Background:** Ceilings in rooms 346, 347, 348, 351, 352, 354 & 355 had to be lowered due to ductwork inside ceiling. This put the ceiling height lower than the windows. Provide custom metal closure and attachment at these areas and modify for window shade installation.

**Reason for Change:** Field Conditions
**Requested by:** Architect
**Cost:** $2,290.00
Issue date: 11/10/09

Contractor: Simplex Grinnell
Change Order # 212-001

Item # 1 COR 212-001
Background: No Smoke detector was shown in bid documents for room 343. Add one smoke detector with associated conduit & wiring, test and commission per code requirements.
Reason for Change: Not shown on plans
Requested by: Architect
Cost: $996.72
AGENDA
CATEGORY  HUMAN RESOURCES

ITEM/TITLE  Approval of Personnel Schedule PERS 2009/2010-09

ACTION/CONSENT
ACTION
INFORMATION
DISCUSSION

BACKGROUND / ANALYSIS:
Please see the attached.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATIONS:
Move approval of Personnel Schedule PERS 2009/2010-09.

Submitted by:                Approval for submission to Board of Trustees:
Diane M. Fiero

Recommended by:
Diane Fiero
Asst. Supt/VP, Human Resources

Dr. Dianne G. Van Hook
Chancellor

7.1, Page 1
Dec. 2, 2009
FULL AGENDA BOOK - PAGE 57
A. **ACADEMIC PERSONNEL**

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

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

3. **Employment, Temporary Hourly as Needed**
   
   These instructors are being hired for the winter 2009 intersession. Other individuals have been approved for this semester on prior agendas while other adjunct faculty will be presented as the need arises. In addition, this list includes individuals who are regular (full-time) members of the College of the Canyons Staff:

   **Full-time Instructors: Winter 2010 (01/05/09–02/07/09)**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrus</td>
<td>David</td>
<td>Political Science Instructor</td>
</tr>
<tr>
<td>Bates</td>
<td>Mary</td>
<td>Geography Instructor</td>
</tr>
<tr>
<td>Blakey</td>
<td>Christopher</td>
<td>Philosophy Instructor</td>
</tr>
<tr>
<td>Branch</td>
<td>Stephen</td>
<td>History Instructor</td>
</tr>
<tr>
<td>Brezina</td>
<td>Jennifer</td>
<td>English Instructor</td>
</tr>
<tr>
<td>Brogdon-Wynne</td>
<td>Pamela</td>
<td>Director, EOPS</td>
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<tr>
<td>Cheng-Levine</td>
<td>Jia-Yi</td>
<td>English Instructor</td>
</tr>
<tr>
<td>Choate</td>
<td>Cherie</td>
<td>Mathematics Instructor</td>
</tr>
<tr>
<td>Cota</td>
<td>Christopher</td>
<td>Physical Education Instructor</td>
</tr>
<tr>
<td>D’Astoli</td>
<td>Fred</td>
<td>English Instructor</td>
</tr>
<tr>
<td>Delaney</td>
<td>Mehgen</td>
<td>Psychology Instructor</td>
</tr>
<tr>
<td>Dos Remedios</td>
<td>Robert</td>
<td>Physical Education Instructor</td>
</tr>
<tr>
<td>Dreiling</td>
<td>Ron</td>
<td>English Instructor</td>
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<tr>
<td>Feldman</td>
<td>Bernardo</td>
<td>Music Instructor</td>
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<tr>
<td>Feuerhelm</td>
<td>Jane</td>
<td>Director, DSP&amp;S</td>
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<tr>
<td>Fisher</td>
<td>Howard</td>
<td>Physical Education Instructor</td>
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<tr>
<td>Garcia</td>
<td>John</td>
<td>English Instructor – Basic Skills/Reading Specialist</td>
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<tr>
<td>Gilmore</td>
<td>James</td>
<td>Mathematics Instructor</td>
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<tr>
<td>Grigoryan</td>
<td>Anzhela</td>
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<td>Haley</td>
<td>Patti</td>
<td>EMT Instructor</td>
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<td>Harutunian</td>
<td>Mike</td>
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<td>Hyatt</td>
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<td>Johnson</td>
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<td>Jones-Cathcart</td>
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<td>Kane</td>
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<tr>
<td>Altounian</td>
<td>Alexis</td>
<td>Adjunct - Anthropology</td>
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<td>Atniel</td>
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<td>Binkle</td>
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<td>Bond</td>
<td>Paul</td>
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<td>Eriksson</td>
<td>Erik</td>
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<tr>
<td>Falconer</td>
<td>Thomas</td>
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</table>

Adjunct Instructors: Winter 2010 (01/05/09–02/07/09)
<table>
<thead>
<tr>
<th>Name</th>
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<th>Field</th>
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<tbody>
<tr>
<td>French</td>
<td>Lee</td>
<td>Adjunct - Philosophy</td>
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<tr>
<td>Gilinets</td>
<td>Lea</td>
<td>Adjunct - Communication Studies</td>
</tr>
<tr>
<td>Heikkinen</td>
<td>Deanna</td>
<td>Adjunct - Anthropology</td>
</tr>
<tr>
<td>Hibbitts</td>
<td>Kenneth</td>
<td>Adjunct - Political Science</td>
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<tr>
<td>Hitt</td>
<td>Kathleen</td>
<td>Adjunct - History</td>
</tr>
<tr>
<td>Jenkins</td>
<td>Deborah</td>
<td>Adjunct - Art</td>
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<tr>
<td>Kaminsky</td>
<td>Adam</td>
<td>Adjunct - Communication Studies</td>
</tr>
<tr>
<td>Little</td>
<td>Dominic</td>
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<tr>
<td>Mauer</td>
<td>Michael</td>
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<tr>
<td>Morrione</td>
<td>Deems</td>
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<td>Mullins</td>
<td>Terrance</td>
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<td>Nguyen</td>
<td>Julie</td>
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<td>Nordstrom</td>
<td>David</td>
<td>Adjunct - Radio, TV, Film</td>
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<td>Otto</td>
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<td>Donna</td>
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<td>Poetker</td>
<td>Anna</td>
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<td>Pulliam</td>
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<td>Razzano</td>
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<td>Reti</td>
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<td>Razmig</td>
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<td>Stokes Rice</td>
<td>Tammera</td>
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<td>Turley</td>
<td>Robert</td>
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<tr>
<td>Vu</td>
<td>Phi</td>
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<td>Waisanen</td>
<td>Don</td>
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<tr>
<td>Wargo-Lehman</td>
<td>Traci</td>
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<tr>
<td>Zilberbrand</td>
<td>Michael</td>
<td>Adjunct - Mathematics</td>
</tr>
</tbody>
</table>

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

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

5. Authorization to Employ – Other
   No business.

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

c. Approval of Guest Lecturers:


*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>Altounji, Myriam</td>
<td>8/25/09-8/28/09</td>
<td>Created 2 workshops for the Writing Achievement Center (WAC)</td>
<td>$422.16</td>
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<tr>
<td>Altounji, Myriam</td>
<td>9/1/09-9/30/09</td>
<td>Outlining Textbooks in the Writing for Achievement Center (WAC)</td>
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<tr>
<td>Beckham, Meri</td>
<td>8/31/09</td>
<td>Workshop Leader in the Writing for Achievement Center (WAC)</td>
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<td>Beckham, Meri</td>
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<tr>
<td>Dassler, Gay Marie</td>
<td>11/6/09</td>
<td>ESL Noncredit Assessment</td>
<td>$66.00</td>
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<tr>
<td>Gifford, Randall</td>
<td>10/2, 10/9, 10/16 &amp;10/23/09</td>
<td>ESL Supplemental Instruction Workshop Presentations</td>
<td>$132.00</td>
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<tr>
<td>Hawn, Jamie</td>
<td>11/6/09</td>
<td>Training: GED practice tests and Plato Fasttrack</td>
<td>$33.00</td>
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<td>Kent-Stacy, Elana</td>
<td>9/1/09-9/30/09</td>
<td>Workshop Leader in the Writing for Achievement Center (WAC)</td>
<td>$191.88</td>
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<td>Khoury, Margaret</td>
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<td>ESL Assessment Proctor</td>
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<td>Morello, Julie</td>
<td>9/1/09-9/30/09</td>
<td>Workshop Leader in the Writing for Achievement Center (WAC) and created GLAs, APA I &amp; II</td>
<td>$290.25</td>
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<tr>
<td>Morello, Julie</td>
<td>8/25/09-8/28/09</td>
<td>Created 2 workshops for the Writing Achievement Center (WAC)</td>
<td>$232.20</td>
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<td>Poetker, Dianna</td>
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<td>Portillo, Dan</td>
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<td>Powell, Chad</td>
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<td>Powell, Mary</td>
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<td>Prier, Susan</td>
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<td>Training: GED practice tests and Plato Fasttrack</td>
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<tr>
<td>Quinn, Gail</td>
<td>11/6/09</td>
<td>Training: GED practice tests and Plato Fasttrack</td>
<td>$33.00</td>
</tr>
</tbody>
</table>

e. Other:
No business.
B. **CLASSIFIED PERSONNEL**

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

2. **Employment – Regular**

   Brian Malmeth, Information Technology Technician IV (Computer Support)(80%), Classified Represented Salary Schedule B, Range 36, Step 3 ($3,828.80/month as pro-rated for an 80% position), effective December 3, 2009. This position was previously approved on the September 9, 2009 Board Agenda as a Computer Support Technician IV (80%). (Position #678200-CD09)

   MIS Systems Coordinator I, salary and start date pending. This position was previously approved on the August 12, 2009 Board Agenda as a MIS Coordinator I. (Position #678000-CD04)

3. **Employment – Adult Hourly**

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

   a. **Substitute**
      
      No business.

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

      At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:
      
      - replacement for an employee on leave (substitute);
      - working during a period of high student demand;
      - working on a special project of a short-term nature;
      - is in a position that enhances services to students;
      - is doing academic tutoring associated with the academic cycle; and
      - is in a seasonal position (for example a part-time coach).
Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td>Van Houdt, Christina</td>
<td>CCC</td>
<td>12/03/09</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
</tbody>
</table>

**Adult Hourly X - $18.75 per hour**
Provides specialized assistance in an office, department or classroom. Has specialized skills that require a high level of training, primarily at the College level. Performs specialized tasks and duties that have a high degree of difficulty and complexity under minimal supervision.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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<tbody>
<tr>
<td>Harper, Richard J.</td>
<td>PIO</td>
<td>12/03/09</td>
<td>6/25/10</td>
<td>Demand</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Eligibility Pool</th>
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<tbody>
<tr>
<td>Giacomi, Nancy</td>
<td>Theatre</td>
<td>12/03/09</td>
<td>6/25/10</td>
<td>Project</td>
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</tbody>
</table>

**ETI and Economic Development – Contract Education Development**
(Self-funded by business)

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Start Date</th>
<th>End Date</th>
<th>Hourly Rate</th>
<th>Eligibility Pool</th>
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<tbody>
<tr>
<td>Klocko, Joseph</td>
<td>Economic Devel.</td>
<td>12/03/09</td>
<td>6/25/10</td>
<td>52.09</td>
<td>Demand</td>
</tr>
</tbody>
</table>

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

   Computer Support Technician II (60%), replacement for Brian Malmeth. (Position #678200-CD10)

6. **Other**

   a. Approval of payment to Community Services providers:
      (Fully self-supporting operation)
      No business.

   b. College Assistants (Student Workers):

      **District Funded**

      | Name          | Supervisor      | Effective Date | End Date | Rate  |
      |---------------|-----------------|----------------|----------|-------|
      | Kline, Lance  | Jeff Baker      | 08/24/09       | 12/25/09 | $9.50 |
      | Odle, Jeff    | Chris Ferguson  | 10/08/09       | 12/25/09 | $10.50|
      | Hurd, Alexandra | Cathy Ritz    | 10/12/09       | 12/25/09 | $10.50|
      | Coleal, Jennifer | Adam Philipson | 11/03/09       | 12/25/09 | $15.00|

      **Funded from Supplementary Sources**

      | Name     | Supervisor (Funding Source) | Effective Date | End Date | Rate  |
      |----------|-----------------------------|----------------|----------|-------|
      | Minster, Jake | Len Mohney (FWS)          | 11/04/09       | 12/25/09 | $10.50|
      | Babasi, Bilet | Jasmine Ruys (FWS)        | 10/26/09       | 12/25/09 | $9.50 |

   c. Approval of Contracts:
      No business.

   d. Approval for Payment of Supplementary Services in Addition to Regular Services:
      No business.

   e. Approval of Independent Contractor Payment for Services Rendered:
      No business.

   f. Information:
      No business.

   g. Volunteers:

      | Name     | Department/Office            |
      |----------|------------------------------|
      | Hester, Carole | Performing Arts Center (PAC) |
End of Service

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azurdia, Stefany</td>
<td>American Sign Language</td>
</tr>
<tr>
<td>Cannata, Darlene</td>
<td>American Sign Language</td>
</tr>
<tr>
<td>Depweg, Juanita</td>
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<tr>
<td>Depweg, Pamala</td>
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<td>Herrera, Sheri</td>
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<td>Keeley, Jackie</td>
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<tr>
<td>Reder, Heather</td>
<td>American Sign Language</td>
</tr>
<tr>
<td>Villarroel, Gabriela</td>
<td>American Sign Language</td>
</tr>
</tbody>
</table>

h. Other:

No business.

Administrative Responsibility

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

1. **End of Service**
   Shari Bricker, Director, Contracts and Procurement, retirement date revised to June 30, 2010.  

   **Administrative Responsibility**  
   BS

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

   **Administrative Responsibility**
   BS

3. **Employment – Hourly**
   No business.

   **Administrative Responsibility**
   BS

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

   **Administrative Responsibility**
   BS

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

   **Administrative Responsibility**
   BS

6. **Other**
   Brodie Steele, Technical Director, PAC, payment for Supplementary Services for technical services provided beyond the scope of normal duties to facilitate use of PAC facilities by outside film company in the flat rate sum of $1,851.50. **Funded by external users per facilities use rental contract.**

   Tami Toon, Theater Manager, payment for Supplementary Services for technical services provided beyond the scope of normal duties to facilitate use of PAC facilities by outside film company in the flat rate sum of $1,408.00. **Funded by external users per facilities use rental contract.**

   Michelle Wall, Assistant Technical Director, PAC, payment for Supplementary Services for technical services provided beyond the scope of normal duties to facilitate use of PAC facilities by outside film company in the flat rate sum of $1,157.00. **Funded by external users per facilities use rental contract.**

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

**CATEGORY** HUMAN RESOURCES

**ITEM/TITLE** Approval of Contract Education Agreement for Services Between Santa Clarita Community College District and the Los Angeles Police Department for On-Site Supervisors of Training Classes

**ACTION/CONSENT** ✗  

**INFORMATION**  

**DISCUSSION**  

**BACKGROUND / ANALYSIS:**

College of the Canyons maintains training affiliation contracts with several public safety agencies. Onsite supervision has always been a part of these affiliation programs.

Presented for the Board’s approval is the Agreement for Sergeant II Jim Katapodis (Serial No. 22230), on-site supervisor of training classes for the Los Angeles Police Department. The term of this contract shall be from October 16, 2009 through October 16, 2012. Employment shall be on a temporary, part-time, uncompensated basis. Copies of the contract will be distributed under separate cover and are available upon request.

**FISCAL IMPLICATIONS:**  
None.

**RECOMMENDATIONS:**  
Move approval of Contract Education Agreement Between the Santa Clarita Community College District and the Los Angeles Police Department for On-Site Supervisors of Training Classes.

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

Recommended by:
Diane Fiero  
Asst. Supt/VP, Human Resources
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR SERVICES

CONTRACT EDUCATION

ON-SITE SUPERVISOR

THIS AGREEMENT is made and entered into this 16 day of October 2009, by and between the Santa Clarita Community College District (hereinafter "District") and Sergeant II Jim Katapodis Serial No. 22230 (hereinafter "On-Site Supervisor") an employee of the Los Angeles Police Department (hereinafter "Agency") who is being assigned to the District on a part-time basis pursuant to Title 5, California Code of Regulations, Section 58056(a) and 58058(b), and shall be an employee of the District on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the District needs supervisory services with regard to instruction for classes offered by the District in cooperation with the Agency, subject to the terms and conditions set forth in the separate Master Agreement between the Agency and the District; and,

WHEREAS, the Agency has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by the District in cooperation with the Agency; and,

WHEREAS, the On-Site Supervisor agrees to be assigned to the District as an at-will and uncompensated temporary academic employee of the District to competently provide executive services with regard to instruction for classes offered by the District in cooperation with the Agency, and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Sections 58056(a) and 58058 (b);

NOW THEREFORE, the three parties to this Agreement hereby agree as follows:

1. The On-Site Supervisor is an employee of the Agency who shall meet "Minimum Qualifications" for the academic position of On-Site Supervisor as established by the District and as determined by the District.

2. The On-Site Supervisor is professionally and specially trained and competent to provide the supervisory services required by the District.

3. While the On-Site Supervisor is performing the required supervisory services for the District, the On-Site Supervisor shall be under the direct control and direction of the District, and shall be a temporary academic employee of the District, and shall not have any other assigned duty during the instructional activity for which attendance is claimed. The District retains the sole right to select, assign, evaluate, discipline and terminate the On-Site Supervisor at any time as related solely to the position of the On-Site Supervisor for the District as described herein.

4. The On-Site Supervisor shall be an at-will and uncompensated, temporary academic employee of the District during the hours of assignment to the District and may be terminated at any time for any reason and without cause by the District.

5. The On-Site Supervisor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
   a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
   b. Ensure the safety and well being of students.
   c. Ensure the proper coordination of the delivery of instruction.
   d. Ensure continued physical presence at the work place assigned by the District during all hours of the assignment as an employee of the District.
   e. Ensure complete, accurate and timely evaluation of facilitators.

FULL AGENDA BOOK - PAGE 68
f. Ensure regular attendance at periodic staff meetings.
g. Ensure that all handouts prepared or utilized by facilitators are appropriate.
h. Ensure accurate and current daily attendance records.
i. Ensure the effective use of instructional methods, technology, testing and remediation.
j. Ensure the proper administering and scoring of Learning Domain Tests.
k. Ensure the accurate calculation of final student grades and the prompt submission of them to the Dean of Program Development within two weeks of course completion.

6. The District shall provide no compensation to the On-Site Supervisor for any services rendered pursuant to this Agreement, but compensation shall be provided by the Agency in accordance with its established and stand practices and including workers' compensation insurance.

7. For purposes of indemnification and defense of any claims, actions or lawsuits, the On-Site Supervisor shall be considered an employee of the District only during those times when the On-Site Supervisor is actually performing on behalf of the District the responsibilities and duties listed in this Agreement at the work place assigned by the District. District will accept liability for On-Site Supervisor during the time the individual is under the District's supervision.

8. The term of this agreement shall be for the period of October 16, 2009, through October 16, 2012.

9. This Agreement may be terminated at any time by the District within the sole and exclusive discretion of the District upon written notice to the Agency and the On-Site Supervisor. This Agreement may be terminated upon thirty (30) days prior written notice to the District by either the Agency or the On-Site Supervisor within either's sole and exclusive discretion.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BY: [Signature]
Authorized Representative

Print Name: Dr. Mitzi Capet
Print Title: Superintendent/Vice-President, Office of Instruction

Date: 12-6-06

ON-SITE SUPERVISOR
BY: [Signature]

Print Name: Jim Katapodis
Print Title: Sergeant II

Date: October 16, 2009
Approval of Resolution 2009/10-08: Adopt Supplemental Employee Retirement Plan (SERP) for Administrative Employees

BACKGROUND / ANALYSIS:

This resolution will allow all educational and classified administrators to participate in the Supplemental Employee Retirement Plan (SERP), which is a retirement incentive plan. The resolution is attached with this item for review.

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

RECOMMENDATIONS:
Move approval of Resolution 2009/10-08: Adopt the Supplemental Employee Retirement Plan (SERP) for Administrative Employees.

Submitted by: Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Ms. Diane Fiero
Asst. Supt/VP, Human Resources
WHEREAS it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective December 3, 2009; and

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

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

4. The District’s PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District’s participation in the plan and to maintain compliance of any relevant regulations issued.

AYES: NOES: ABSENT: ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Dr. Dianne G. Van Hook, the Secretary of the Board of Trustees of the Santa Clarita Community College District of Los Angeles County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 2nd day of December, 2009, and passed by a __________ vote of said Board.

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

________________________________________
Secretary of the Board
AGENDA
CATEGORY HUMAN RESOURCES

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

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

PARS will also work with eligible COC employees interested in the early retirement incentive and counsel them. PARS will prepare a benefit illustration for each participant, outlining their benefit under the plan.

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

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

Submitted by: Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Ms. Diane Fiero
Asst. Supt/VP, Human Resources
With regard to the PARS Supplementary Retirement Plan, the District proposes the following:

1.0 Eligibility

1.1 Those Classified Managers and Educational Administrators who:

   a) Are employed by the District as of December 3, 2009; and

   b) Have at least ten (10) years of full-time service with the District as of retirement effective date; and

   c) Are eligible to retire from STRS/PERS as of retirement effective date; and

   d) Retire from the District effective between June 30, 2010 and July 31, 2010 (2010 retirement) or between June 30, 2011 and July 31, 2011 (2011 retirement); and

   e) Retire from STRS/PERS effective on or before August 1, 2010 (2010 retirement) or August 1, 2011 (2011 retirement).

2.0 Participation Requirements

2.1 The plan must have sufficient plan participation to meet the District’s fiscal and operational objectives by the enrollment deadline of January 7, 2010, in order for the incentive to go into effect. Participating employees shall submit all required enrollment materials to PARS and letter of retirement to the District on or before this deadline. As of the enrollment deadline, Retirements of participants are irrevocable and may not be rescinded unless the District withdraws the PARS incentive pursuant to Paragraph 2.2 below.

2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies enrolled employees of the withdrawal no later than January 29, 2010. If the District withdraws the incentive, Retirements will be automatically rescinded.

2.3 Participation in the retirement incentive requires:

   a. Submission of required PARS enrollment materials to PARS and letter of retirement to the District by January 7, 2010 (2010 retirement) or by a date to be determined later (2011 retirement); and

   b. Retirement from District employment effective between June 30, 2010 and July 31, 2010 (2010 retirement) or between June 30, 2011 and July 31, 2011 (2011 retirement); and
c. Retirement from STRS/PERS no later than August 1, 2010 (2010 retirement)
or August 1, 2011 (2011 retirement).

3.0 Incentive Payments

3.1 Regarding the basic incentive under this plan:

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

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

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Percent of Final Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 10, 2010</td>
<td>17.00%</td>
</tr>
<tr>
<td>July 10, 2011</td>
<td>17.00%</td>
</tr>
<tr>
<td>July 10, 2012</td>
<td>17.00%</td>
</tr>
<tr>
<td>July 10, 2013</td>
<td>17.00%</td>
</tr>
<tr>
<td>July 10, 2014</td>
<td>17.00%</td>
</tr>
<tr>
<td><strong>Total Contributions</strong></td>
<td><strong>85.00%</strong></td>
</tr>
</tbody>
</table>

c) For purposes of this plan, Final Pay shall be defined as the 2009-10 Contract Salary multiplied by the participant’s current FTE (full-time equivalence) for 2010 year-end retirement or the 2010-11 Contract Salary multiplied by the participant’s current FTE (full-time equivalence) for 2011 year-end retirement.

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

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

a) Joint-and-survivor payments; and

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

c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

3.3 The amount of monthly cash payment shall be fixed upon January 7, 2010 and shall not be subject to increase thereafter.
3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon January 7, 2010 and shall not be subject to change thereafter.

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

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

3.7 District PARS benefits are scheduled to commence on August 1, 2010 for 2010 year-end retirement or August 1, 2011 for 2011 year-end retirement.

4.0 Contract Administrator

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

4.2 In the event that the plan is cancelled due to lack of participation pursuant to Sections 2.1 and 2.2 above, PARS shall receive a one-time cancellation fee of $2,500.
Projected Timeline:

1. Board adopts Resolution to approve Plan  December 2, 2009
2. Enrollment Window Opens  December 3, 2009
3. Enrollment Packets Distributed to eligible employees  no later than December 4, 2009
4. Employee Orientation Meeting  December 10, 2009
   10:00 am
   Library R-206
5. Employee Workshop  TBD
   Or
   Date to be determined (2011 retirement)
7. District announces whether Plan goes forward  no later than January 29, 2010
   Or
    August 1, 2011 (2011 retirement)
AGREEMENT FOR ADMINISTRATIVE SERVICES

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

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

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

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

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

NOW THEREFORE, the parties agree:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) To PARS: PARS; 5141 California Avenue, Ste. 150; Irvine, CA 92617; Attention: President

(B) To Agency: Santa Clarita Community College District; 26455 North Rockwell Canyon Road, Santa Clarita, CA 91355; Attention: Assistant Superintendent/Vice President, Human Resources

Notices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning December 3, 2009 and ending August 31, 2014 ("Term"). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

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

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

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

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

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

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

**AGENCY:**

**BY:**

**TITLE:** Assistant Supt./Vice President, Human Resources

**DATE:**

**PARS:**

**BY:**

**TITLE:**

**DATE:**
EXHIBIT 1A
SERVICES

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

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

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

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

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

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

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

2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to $2,500.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.
EXHIBIT 1C
DATA REQUIREMENTS

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

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

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

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

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

5. Completed Enrollment Forms (timely submitted by Participant):
   (A) Correction Form
   (B) Enrollment Form
   (C) Beneficiary Designation Form
   (D) Tax Withholding Form
   (E) Proof of Age
   (F) Letter of Resignation
AGENDA CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE 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

ACTION/CONSENT

X ACTION

INFORMATION

DISCUSSION

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 November 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>$106,488</td>
</tr>
<tr>
<td>♦ Additional Payments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Overload (fall and spring)</td>
<td>1,154,828</td>
<td>1,164,556</td>
<td>233,318</td>
</tr>
<tr>
<td>o Winter/Summer Sessions</td>
<td>1,282,923</td>
<td>1,282,923</td>
<td>586,496</td>
</tr>
<tr>
<td>o Supplementary Services</td>
<td>332,216</td>
<td>385,698</td>
<td>77,482</td>
</tr>
<tr>
<td>Total additional FT faculty compensation:</td>
<td>$2,769,967</td>
<td>$2,833,177</td>
<td>$897,766</td>
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<tr>
<td>Grand Total Backfill &amp; Additional Compensation:</td>
<td>$3,210,410</td>
<td>$3,365,617</td>
<td>$1,004,254</td>
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Summary of supplementary services payments on this agenda:
The attached table provides details of proposed payments, funding sources and descriptions of duties performed.

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>♦ Required by Contract:</td>
<td>0.00</td>
</tr>
<tr>
<td>♦ Other District Funded:</td>
<td>49,028.62</td>
</tr>
<tr>
<td>♦ Grant/Categorically Funded:</td>
<td>16,096.80</td>
</tr>
<tr>
<td>♦ Self-Supporting Programs Funded:</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Subtotal (this month):                         $65,125.42

Total to Date for 2009/10:                      $143,060.61

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>
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<tr>
<td></td>
<td>Total this month:</td>
<td></td>
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<td>$</td>
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<tr>
<td></td>
<td>Total 2009/10 to date:</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Other District Funded</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ciardi, Theresa</td>
<td>Fall 2009</td>
<td>Program coordinator for Physical Science</td>
<td>$1,500.55</td>
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</tr>
<tr>
<td>Dreiling, Ron</td>
<td>Oct./Nov. '09</td>
<td>Associate Program workshop facilitator</td>
<td>$1,500.55</td>
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<tr>
<td>Hooper, Lisa</td>
<td>Fall 2009</td>
<td>Coach, Volleyball</td>
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<tr>
<td>Kane, Lindie</td>
<td>Fall 2009</td>
<td>Coach, Cross Country</td>
<td>$8,658.04</td>
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<tr>
<td>Leonard, Victoria</td>
<td>Fall 2009</td>
<td>Associate Program workshop facilitator</td>
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<tr>
<td>Marcellin, Phil</td>
<td>Fall 2009</td>
<td>Coach, Men's Soccer</td>
<td>$8,412.37</td>
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<tr>
<td>Peterson, Gary</td>
<td>Fall 2009</td>
<td>Coach, Women's Golf</td>
<td>$9,595.43</td>
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<tr>
<td>Shepherd, Rebecca</td>
<td>Oct./Nov. '09</td>
<td>Associate Program workshop facilitator</td>
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<td>Tujague, Garett</td>
<td>Fall 2009</td>
<td>Coach, Football</td>
<td>$7,549.23</td>
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<td>Total this month:</td>
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<td>Total 2009/10 to date:</td>
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<td>$57,947.99</td>
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<tr>
<td>Grant/Categorically Funded</td>
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<tr>
<td>Baber, Tim</td>
<td>Summer/Fall '09</td>
<td>Design, fabrication &amp; install 4 systems on trailer</td>
<td>$2,250.22</td>
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<td>Bretall, Leslie</td>
<td>9/1-30/09</td>
<td>Online research for Writing Achievement Center</td>
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<tr>
<td>Brezina, Jennifer</td>
<td>9/1-30/09</td>
<td>Workshop leader for Writing Achievement Center</td>
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<tr>
<td>Brown, Lori</td>
<td>Fall 2009</td>
<td>Curriculum development</td>
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<tr>
<td>Carroll, Sandy</td>
<td>Fall 2009</td>
<td>Curriculum development</td>
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<td>Cheng-Levine, Jia-Yi</td>
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<td>Corbett, Mary</td>
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<td>Davis, Deanna</td>
<td>8/24-28/09</td>
<td>Created workshop &amp; guided learning activity</td>
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<td>Davis, Deanna</td>
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<tr>
<td>Houghton, Rachael</td>
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<td>Janssen, Brandy</td>
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<td>Lynch, Svetlana</td>
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<td>Rorick, Tina</td>
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<td>Sherard, Tracey</td>
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<td>Writing Achievement Center - research &amp; workshop</td>
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<td>Stephens, Cindy</td>
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<td>Coordinate Foster &amp; Kinship Educ. Program</td>
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<td>Terzian, Alene</td>
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<td>Waller, Tina</td>
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<td>Curriculum development</td>
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<td>$75,612.50</td>
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<td>Total this month:</td>
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<td>$9,500.12</td>
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<td>Grand total this month:</td>
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<td>$65,125.42</td>
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<tr>
<td>Grand total 2009/10 to date:</td>
<td></td>
<td></td>
<td></td>
<td>$143,060.61</td>
</tr>
</tbody>
</table>
BACKGROUND / ANALYSIS:
The City of Santa Clarita operates the WorkSource Center, designed to bring services for businesses and job seekers together. Services to job seekers include employment workshops, and access to job search tools. Services for business include job postings, customized recruitments, and linkages to related programs such as the City of Santa Clarita Enterprise Zone. The WorkSource Center works in partnership with the California EDD, Goodwill Industries, the County of Los Angeles and College of the Canyons to offer these services to job seekers and the business community.

The City of Santa Clarita and College of the Canyons propose to relocate the WorkSource Center to the University Center to better coordinate services, facilitate participation of under-skilled job seekers in workforce training programs, provide greater access to College of the Canyons students, many of whom are re-entry students who have been displaced or cannot find employment, more directly link employment and education services, and create a more powerful workforce and economic development engine in the Santa Clarita Valley.

The proposed 5-year agreement will allow the City of Santa Clarita to lease 2150 square feet of space on the second floor of the Dr. Dianne G. Van Hook University Center, near the District’s economic development division offices. The first 24 months of the lease agreement is based on a rate of $.975 per square foot so that the City can relocate into the University Center immediately. The rate is scaled to $2.60 per square foot for the final 36 months of the lease, thereby achieving an average rate of $1.95 per square foot. The total lease will generate $251,550 in revenue to the District over the five year period. A copy of the lease agreement with all the details is on file in the Chancellor’s Office.

Bringing the WorkSource Center to the University Center will enable the College and the City to work in tandem to support job training, employment opportunities, new training initiatives, and pursue collaborative funding to support economic and workforce development in our region. Relocating the WorkSource Center to the College of the Canyons campus is part of the City’s 21-Point Plan for Business Progress and supports the economic recovery of our community.

FISCAL IMPLICATIONS:
This agreement will generate $251,550 in lease revenue over 5 years to the Santa Clarita Community College District.

RECOMMENDATIONS:
Move approval of the lease agreement between the Santa Clarita Community College District and the City of Santa Clarita (WorkSource Center).

Submitted by:  
Dr. Dena Maloney

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

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

BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
AND
CITY OF SANTA CLARITA
# FACILITIES USE AGREEMENT

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<th>Article</th>
<th>Description</th>
<th>Page No.</th>
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<td>Lease and Use of Property, and Support Services</td>
<td>2</td>
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<td>Term of Agreement</td>
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<td>4</td>
<td>Termination of Agreement</td>
<td>9</td>
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<td>5</td>
<td>Payment</td>
<td>12</td>
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<td>6</td>
<td>Insurance</td>
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<td>Indemnity</td>
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<td>8</td>
<td>Alternative Dispute Resolution</td>
<td>15</td>
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<tr>
<td>9</td>
<td>General Provisions</td>
<td>16</td>
</tr>
</tbody>
</table>
FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is dated and effective January 1, 2010 ("Effective Date") between SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("District"), a California community college district and political subdivision of the State of California, and the CITY OF SANTA CLARITA ("City"), a municipal corporation of the State of California. District and City may also be referred to collectively as the “Parties” and individually as “Party.”

A. District owns and operates the University Center, a facility located on District’s Valencia Campus ("Campus"), 26455 Rockwell Canyon Road in Santa Clarita, California.

B. District desires, as authorized by the California Education Code, including but not limited to Section 81420, to lease to City, and City desires to lease from District, certain portion of the University Center, as set forth below, for City’s use to operate a WorkSource Center, a City-run program in partnership with the State of California’s Employment Development Department and the Department of Rehabilitation, the County of Los Angeles (Community and Senior Services), the District, and Goodwill Southern California.

C. District has determined that the proposed joint occupancy and use of the University Center will not interfere with the educational program or activities of any school or class conducted at the University Center. The Parties agree that the University Center is appropriate for the proper operation and function of the University Center to be jointly occupied and used.

D. The Parties desire by this Agreement to set forth the terms and conditions upon which City shall lease and use leased space and common areas at the University Center, and set forth the Parties’ rights and obligations relating to the leased space, the common areas, and this Agreement.

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

ARTICLE 1. SCOPE OF AGREEMENT.

In consideration of payments to be made by City, District shall lease to City that certain space set forth in Article 2 below for City’s exclusive use to operate the WorkSource Center in accordance with the terms of this Agreement; allow City certain access to specified common areas and facilities at the University Center pursuant to this Agreement and the California Civic Center Act; and provide certain limited support services to City in connection with City’s operation of the WorkSource Center at the University Center.
ARTICLE 2.  LEASE AND USE OF PROPERTY, AND SUPPORT SERVICES.

Section 2.1  Leased Space, Common Areas, and Additional Facilities.

2.1.1  Leased Space.

2.1.1.1  Description. District shall lease for use exclusively by City during the Term of this Agreement 2150 square feet of space referred to collectively as “Leased Space,” which Leased Space is listed below and designated on the site map attached as Exhibit A and incorporated by reference as part of this Agreement:

(a) Office space within the University Center (“Office Space”).

(b) 15 short term (60 minutes) parking spaces for use by City invitees who are using the services provided by the WorkSource Center (“Parking Spaces”).

2.1.1.2  Access to Office Space and University Center.

(a) Office Space. District shall issue to City an appropriate number of keys to the Office Space.

(b) University Center. Access into the University Center shall be gained only through District staff and during the following hours: Monday through Friday from 7:30 a.m. to 10:00 p.m. except on the following holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday immediately following, Winter Break (typically the last week in December), New Year’s Day, Dr. Martin Luther King Jr. Day, Lincoln’s Birthday, Washington’s Birthday, and Memorial Day. District will provide a list of annual holidays to City by no later than August 15 of each “Fiscal Year” (July 1 through June 30 of the following calendar year). If City desires to gain access into and to operate the WorkSource Center at times other than those set forth above when the University Center is opened, a fee shall be assessed against City for Campus safety, the amount of the fee to be determined by District.

2.1.2  Common Areas. City shall have the right, on a shared use basis with District, other educational institutions, and third parties, to use the following common areas (collectively “Common Areas”):

2.1.2.1  At the University Center: cafeteria, vending areas, front lobby, outdoor patios on the ground and third floors, concourses on second and third floors, and travel paths.

2.1.2.2  At the Campus: cafeteria, coffee kiosk, and paths of travel.
2.1.2.3 Parking – Invitees: Parking, on a first-come, first-served basis and upon payment of the applicable parking fees, for invitees who use the services of the WorkSource Center and are unable to find parking within the 15 Parking Spaces specified in Paragraph 2.1.1.1(b).

2.1.2.4 Parking – WorkSource Center Staff: Parking on a first-come, first served basis for WorkSource Center staff. Parking permits are available for purchase at $40 per semester or $2 per day by WorkSource Center staff. The price of parking permits are subject to change without notice to City.

2.1.2.5 Other District facilities or premises that District, in District’s sole discretion and in writing, may make available for use by City.

WorkSource Center staff and invitees must comply with District board policies and administrative procedures in using the Common Areas.

2.1.3 Additional Facilities. City may request from District use of conference rooms, the Center Training Room, and other facilities at the University Center (“Additional Facilities”) in accordance with the Civic Center Act and District’s board policy implementing the Civic Center Act. City shall pay District a fee for use of each such Additional Facility in accordance with the fee schedule in effect at the time of City’s request. District, at District’s discretion, may waive the fee where District is co-sponsoring an event with City in connection with the WorkSource Center.

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

2.2.1 Permitted Use for Office Space. City shall use the Office Space solely to operate the WorkSource Center by bringing job seekers and employers together, with such use to comply with the terms and conditions of this Agreement and all laws applicable to public educational facilities. All use by City and the WorkSource Center of the Common Areas and Additional Facilities shall be related to and in support of the operation and purposes of the WorkSource Center.

2.2.2 Alteration or Modification. City shall not alter, renovate, or otherwise modify any portion of the Leased Space, the Common Areas, the University Center, or other District property without first obtaining District’s prior written approval. Any alteration, renovation, or modification of the Leased Space or any other spaces that is approved by District shall be at Lessee’s sole expense and liability, and subject to any additional terms and conditions as the Parties may agree upon and all laws, regulations, rules, and orders that apply to community college districts with respect to such work.

2.2.3 Disposition and Liens. City shall not sell or otherwise dispose or cause liens, assessments, or any other charges or liabilities to be recorded or levied upon the Leased Space, the University Center, or any other District property.
2.2.4 **Access and Inspection.** City shall permit District and District’s employees, agents, and representatives to enter upon the Leased Space to inspect or make repairs, alterations, or additions to the Leased Space. District shall attempt to give reasonable notice to Lessee where practicable but shall not be obligated to do so in the event of an emergency or imminent threat to the health or safety of occupants.

2.2.5 **Supervision and Identification of WorkSource Staff.**

2.2.5.1 The Parties acknowledge and agree that the WorkSource Center will be staffed by personnel consisting of employees from the City and at least one employee from the California Employment Development Department. From time to time, there may be staff at the WorkSource Center who are not City employees, such staff to include personnel from non-profit organizations or other public entities, and/or personnel hired by City on a temporary basis through temporary employment agency(ies).

2.2.5.2 City is responsible for the supervision and discipline of all staff working at the WorkSource Center while such staff are on District facilities regardless of whether such staff are City’s employees. City shall promptly address all incidents of misconduct involving WorkSource Center staff, including any incidents that District brings to the City’s attention.

2.2.5.3 All WorkSource Center staff must have written identification indicating their status as a staff at the WorkSource Center and their employer at all times while at the University Center or any other District facilities. Such identification shall be provided upon District’s request.

2.2.6 **Policies, Administrative Procedures, Laws, and Regulations.** City shall comply with all District board policies and administrative procedures governing the use and operations of District facilities. City shall also comply with the Civic Center Act, and all state and local fire, health, and safety laws, ordinances, and regulations.

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

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

2.2.9 Sign. At District’s cost, District will install a sign near the Campus’s South Lot and a second sign near the front of the University Center, each listing the City’s WorkSource Center as an occupant at the University Center. In addition and at District’s cost, District will install interior signage in the lobby and on the west wing of the second floor of the University Center, stating the City’s WorkSource Center as an occupant at the University Center. District may confer with City regarding the size, color, and format of the signs but is not obligated to comply with any City request. The signs provided under this Subsection may be placed adjacent to other signs relating to other occupants at the University Center. City may not install or place any other sign at or around the University Center or Campus without first obtaining District’s written approval.

2.2.10 Additional Issues. This is the first time the Parties are entering into an agreement for the lease and use of the Leased Space for the purposes stated in this Agreement. The Parties have done their best to negotiate and anticipate issues. However, in a shared use scenario, issues may arise. If such issues arise, the Parties shall cooperate to resolve them.

SECTION 2.3 FURNISHINGS, EQUIPMENT AND RELATED SERVICES, AND SUPPLIES.

2.3.1 City Furnishings, Equipment, and Supplies. City shall be solely responsible, at City’s cost, to provide any furnishings, equipment, supplies, and any items (collectively “City Equipment”) that City may need to operate the WorkSource Center. All City Equipment shall remain City’s property. Unless District approves in writing, City may only place City Equipment in the Office Space and no City Equipment shall be placed in any Common Areas, Additional Facilities, or any other spaces at the University Center. City shall be responsible for any loss, damage, or destruction of any City Equipment.

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

2.3.3 Interference, Disruption, or Unauthorized Access Prohibited. No furnishings, equipment, or supplies used by City at the University Center may interfere with or disrupt the operations of the University Center or any other District facilities and systems. City’s equipment, service systems, and other service connectivity shall also not interfere with the operations and service of the equipment, service systems, and Internet and other service connectivity of District or third parties at the University Center, on the Campus, or at any other District premises or facilities. Except as provided in this Subsection or approved by District in writing, City shall not use any equipment, service systems, or Internet or other service connectivity to access District’s equipment, service systems, or Internet or other service connectivity at the University Center, Campus, or any other District premises or facilities.

2.3.4 District Prior Approval Required for Equipment Installation. Before City may make any improvements or modifications to the University Center or any District facilities in order to install any equipment, service systems, or other service connectivity, City shall first obtain District’s written approval.

2.3.5 Limited District Technology Support Services. District may charge City for technology support services that District elects to provide to the WorkSource Center that are beyond basic troubleshooting, the amount of which shall be determined by District and communicated to City before such services is provided to the WorkSource Center.

Section 2.4 Maintenance and Utilities.

2.4.1 Maintenance. District shall be responsible, at District’s cost, to maintain the Leased Property, Common Areas, and all other spaces at the University Center. Maintenance shall include routine maintenance and repair of, and daily janitorial services at, the University Center. Maintenance does not include work to repair or replace any loss, damage, or destruction of the Property or any furnishings, equipment, materials, or supplies arising from or caused by any acts or omissions of City, City’s officers, employees, vendors, contractors, or other agents, and any WorkSource Center staff regardless of whether such staff are City employees.

2.4.2 Utilities. The Parties agree that the cost of utilities to operate the Office Space is included in the Lease Payment. District shall be responsible for payment of all utilities used at the University Center, including those used by the WorkSource Center. The Parties agree that if and when this Agreement is renewed or extended, or a new agreement is entered into to replace this Agreement, City shall be responsible for paying its pro-rata share of utilities for operation of the WorkSource Center.

Section 2.5 Repair and Restoration of Property.

2.5.1 Leased Space, Common Areas, and Other Property. The Leased Space and Common Areas shall be in the condition that existed on the date that City commenced occupation
or use thereof, excepting normal wear and tear. On or immediately preceding the date on which City shall commence occupation or use of the Leased Space, the Parties shall inspect the Lease Space. If City has not previously used the Common Areas, the Parties shall also inspect the Common Areas. During the inspection of the Leased Space or the Common Areas, the Parties shall document the then-existing condition of the Leased Space or Common Areas, which documentation may include photographs thereof (“Pre-Existing Condition”). If repair or replacement of any Leased Spaces or Common Areas is necessary to restore any such spaces to their Pre-Existing Condition, the provisions of this Subsection shall apply. The provisions of this Subsection shall also apply if there are any loss, damage, or destruction to any other District structures, facilities, furnishings, equipment, or other property, whether real or personal property.

2.5.1.1 Solely Caused by City and/or WorkSource Center Staff. If repair or replacement is necessary due to loss, destruction, or damage caused solely by City and/or City’s officers, employees, volunteers, or agents (which shall include all WorkSource Center staff regardless of whether such staff are City employees), or invitees, District, at District’s option, may require City, at City’s expense, to perform such work or require City to reimburse District for all costs and fees incurred by District to perform such work. If required by District to perform the work, City shall promptly perform and complete such work by no later than 30 days after the effective date of termination of this Agreement or receipt of District’s written notice for City to perform the work, whichever is earlier. If District requires reimbursement from City, City shall pay such reimbursement within 30 days of the date of District’s invoice.

2.5.1.2 Jointly Caused by Parties. If repair or replacement is necessary due to loss, destruction, or damage caused jointly by the Parties and/or their respective officers, employees, volunteers, or agents (which, as apply to City, shall include all WorkSource Center staff regardless of whether such staff are City employees, and invitees; and in the case of District shall include District-enrolled students), each Party shall be responsible for repair or restoration to the Pre-Existing Condition, and for the associated costs, in proportion to each Party’s liability for the loss, destruction, or damage. District, at District’s option, and with written notice to City before commencement of any work, may elect to perform all repair or replacement work with each Party responsible for payment of the associated costs in proportion to each Party’s liability for the loss, destruction, or damage. If District elects to perform the repair or replacement work, City shall pay City’s proportional cost to District within 30 days of the date of District’s invoice.

2.5.1.3 Caused by Unknown or Unaffiliated Third Parties. If repair or replacement is necessary due to loss, destruction, or damage caused by a third party whose identity cannot be determined, or is determined not to be a City officer, employee, volunteer, invitee, or agent (which shall include all WorkSource Center staff regardless of whether such staff are City employees) and not to be a District officer, employee, volunteer, agent or student, District shall be responsible for all work, and all costs associated with, the repair or
replacement, unless the loss, destruction, or damage is the result of or arose out of the act or omission of City and/or City’s officers, employees, volunteers, agents (which shall include all WorkSource Center staff regardless of whether such staff are City employees), or invitees in which case City shall be responsible for all work and associated costs for the repair or replacement. As an example, and not as a limitation, if City fails to lock the Office Space and an unidentified person enters the Office Space and damages it, City shall be responsible for all work and associated costs to repair or replace the Office Space. A further example is where a WorkSource Center staff (who is not a City employee) is involved in a physical altercation with an unidentified person and during the altercation, the unidentified person causes damages to a Common Area; in this case, City shall be responsible for all work and associated costs to repair or replace the Common Area. Where the loss, destruction, or damage is the result of or arose out of the act or omission of City and/or City’s officers, employees, volunteers, agents (which shall include all WorkSource Center staff regardless of whether such staff are City employees), or invitees, District, at District’s option, and with written notice to City before commencement of any work, may elect to perform all repair or replacement work with City responsible for all associated costs. If District elects to perform the repair or replacement work, City shall pay all associated costs to District within 30 days of the date of District’s invoice.

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

2.5.2 Replacement of Office Space During Repair or Restoration. In the event any loss or damage of the Office Space renders the Office Space not useable for the purposes set forth in this Agreement or is determined by the appropriate governmental authorities to be not suitable for occupancy, the Parties shall cooperate and negotiate in good faith to provide City with a comparable replacement space at the University Center in which City may continue the operation of the WorkSource Center until the Office Space is repaired or restored. Any agreement by the Parties as to a replacement space shall identify the replacement space, use period, and use fee (if different than the amount provided in Article 5 below), and shall be set forth in writing and signed by the Parties. If the Parties cannot agree upon a comparable space or no comparable space is available at the University Center, City, at City’s discretion and sole liability, may cease the operation of the WorkSource Center; or either Party, notwithstanding Section 4.1 and subject to Section 4.2, may terminate this Agreement upon providing the other Party with 30 days written notice before the effective date of termination.

2.5.3 City Personal Property. City shall be responsible for any loss, damage, or destruction of any of City’s furnishings, equipment, supplies, and any other personal property that City places at the University Center, the Common Areas, or any other facilities on the Campus, unless the loss, damage, or destruction is caused by the sole negligence of
District and/or District’s officers, employees, volunteers, agents or students in which case District is responsible and shall, at District’s option, repair or replace the furnishing, equipment, supply or personal property that is lost, damaged, or destroyed or pay City an amount equal to the fair market value of the property at the time of the loss, damage, or destruction.

Section 2.6 Additional District Services.

Upon the Parties’ mutual agreement, District may provide workshops and training to individuals who use the services at the WorkSource Center in accordance with the terms and conditions of such an agreement.

ARTICLE 3. TERM OF AGREEMENT.

3.1 Term of Agreement. This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter until and including December 31, 2014 (“Term”), unless this Agreement is terminated during the Term as provided in the Article below.

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

ARTICLE 4. TERMINATION OF AGREEMENT.

Section 4.1 Grounds for Termination.

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

4.1.1 With Cause or Without Cause. Each Party, with or without cause, may terminate this Agreement at any time during the Term of this Agreement upon providing the other Party with at least 60 days written notice before the effective date of termination.

4.1.2 Termination by Mutual Agreement. The Parties may terminate this Agreement by mutual agreement set forth in writing and executed by the Parties.

4.1.3 Other Grounds. Notwithstanding Subsection 4.1.1, this Agreement shall also terminate pursuant to any of the following:

4.1.3.1 District Facilities Need. After a finding by District’s Board of Trustees that any or all space at the University Center is necessary to accommodate District’s students, employees, programs, courses, training, or other activities, District may terminate this Agreement upon providing City with at least 120 days written notice before the effective date of termination.
4.1.3.2 **Destruction of University Center.** This Agreement shall terminate if the Center is completely destroyed (destruction of more than forty percent (40%) of the classroom space) or if the University Center is determined by the appropriate governmental authorities to be not suitable for occupancy and the District determines that the Center will not be restored or repaired.

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

4.1.3.4 **City Noncompliance with Applicable Laws.** District, at District’s sole discretion and upon written notice to City, may terminate this Agreement effective on the date stated in District’s written notice if City and/or the WorkSource Center fail to comply with federal, state, and/or local laws applicable to the operation of the WorkSource Center or the University Center, or District board policies and administrative procedures.

4.1.3.5 **Receivership or Bankruptcy of, or Inability to Pay Debts by, City.** If City shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of City, or of all or a substantial part of the assets of City, (2) be unable, fail, or admit in writing City’s inability generally to pay City’s debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against City 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 City any bankruptcy, reorganization, or insolvency proceeding, District, at District’s election and upon providing written notice to City, may terminate this Agreement effective on the date specified in District’s notice of termination.

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

4.1.3.7 **City’s Failure to Procure and Maintain Required Insurance.** If City fails to provide any of the insurance as required below in this Agreement, District, upon providing City with written notice, may terminate this Agreement effective on the date stated in District’s written notice.
Section 4.2 Rights and Obligations Upon Termination.

Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

4.2.1 Payment of Lease Amount Differential. Where City has terminated this Agreement pursuant to Subsection 4.1.1 above or District has terminated this Agreement based on any of the grounds in Paragraph 4.1.3.3, 4.1.3.4, or 4.1.3.7, City shall pay District an amount ("Lease Differential Amount") to be calculated as follows: (2150 square feet of space multiply by $1.95 and then multiplying the resulting amount by the period that has elapsed in the Term of this Agreement as of the effective date of termination of this Agreement) minus (2150 square feet of space multiply by $.975 and then multiplying the resulting amount by the period that has elapsed in the Term of this Agreement as of the effective date of termination of this Agreement). Unless the Parties agree otherwise, City shall pay District the Lease Differential Amount in no more than three installment payments, all of which shall be paid to District no later than 365 days following the effective date of termination of this Agreement.

4.2.2 Other Payment Obligations. In addition to the payment pursuant to Subsection 4.2.1 above, City shall pay District all Lease Payment, late charges, and any other costs and fees that are due to District as of the effective termination date of this Agreement. Payment of these fees and costs must be received by District within five business days of the effective date of termination of this Agreement.

4.2.3 Restoration of Property. City shall satisfy all obligations under Subsection 2.5.1.

4.2.4 Removal of City and WorkSource Center Personal Property. No later than 15 business days of the effective date of termination of this Agreement, City shall remove all furnishings, equipment and supplies from the WorkSource Center and any other space at the University Center or Campus. Any City and/or WorkSource Center property that is not removed within 10 business days after notification by District to City shall be deemed abandoned and District may keep the property without any compensation to City, or remove and/or dispose of the property as District deems proper. If District incurs any cost to remove and/or dispose of the property, District will invoice City and City shall pay District within 15 business days of the date of the invoice.

4.2.5 Return of District Personal Property. No later than 15 business days of the effective date of termination of this Agreement, City shall return to District and completely surrender any District equipment or property in City’s possession, custody, or control.

4.2.6 Surrender and Vacate Center. By the end of business on the effective date of termination of this Agreement, City shall completely surrender and vacate the Leased Space, the Common Areas, and any other District space or facilities.

4.2.7 District Reserved Rights. As titleholder to the University Center, District shall have the right, upon termination of this Agreement, to recoup the full rights and benefits of such ownership, including but not limited to use of the Leased Space for District’s programs.
and services. Without any notice to City, District shall also have the right to re-enter and take possession of the Leased Space and eject City, and its officers, employees, volunteers, and agents (which shall include all WorkSource Center staff regardless of whether such staff are City employees), and any City tenants, assignees or other person or persons claiming any right under or through City.

Section 4.3 Force Majeure.

4.3.1 Applicability and Relief. The provisions in this Section 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 in the Subsection below. No Party shall be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay, and such failure or delay is beyond the Parties’ control and which by the Parties’ exercise of due diligence could not reasonably have avoided the Force Majeure Event and such Force Majeure Event was not avoided.

4.3.2 Force Majeure Event. A “Force Majeure Event” shall mean events or circumstances beyond the Parties’ reasonable control and occurring without any fault or negligence of a Party, and which by the exercise of due diligence by the Parties could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts, 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 City and City’s employees.

Section 4.4 Holdover.

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

ARTICLE 5. PAYMENT.

Section 5.1 Amount of Payment.

5.1.1 Lease Payment Amount and Schedule. In consideration of City’s use of the Leased Space, Common Areas, and other benefits provided by District to City under this Agreement, City shall pay District a total amount of $251,550 (“Lease Payment”). City shall pay the Lease Payment to District on the fifteenth day of the calendar month
following the Effective Date and each subsequent calendar month, without any invoice or request for payment from District, in monthly installment amounts as follows:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Monthly Payment</th>
<th>Total Yearly Payment</th>
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<tbody>
<tr>
<td>2010</td>
<td>$2,096.25 per month</td>
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<td>2013</td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$251,550.00</td>
</tr>
</tbody>
</table>

5.1.2 Other Payments. District reserves the right, at any time during the Term of this Agreement and upon 30 days written notice to City, to charge and obtain payment from City for any costs and fees for telephone services, Internet services, technology support services, and/or other District facilities used by the WorkSource Center.

ARTICLE 6. INSURANCE.

7.1 City.

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

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

(b) Automobile Liability. City shall maintain automobile liability insurance with limits of liability of $1,000,000 per occurrence, for owned, non-owned, and hired vehicles.
(c) Workers’ Compensation Insurance. City shall maintain workers’ compensation as required by the State of California and employers’ liability insurance with limits of not less than $1,000,000.

City’s insurance shall contain an endorsement providing that such insurance shall be primary and such endorsement shall further state that District’s own coverage will not contribute with it.

7.1.2 Deductible or Self-Insured Retention. Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by District. City shall be solely responsible for paying all deductibles or self-insured retentions for insurance that City procures under this Agreement.

7.1.3 Insurer Rating. The insurance required above shall be provided by a company(ies) with an A.M. Best rating of A:VII or the equivalent.

7.1.4 Proof of Insurance. City shall provide written proof to District of the above insurance before City may use the University Center or any other District property, including copies of the endorsements required above. City shall provide written proof to District of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

7.1.5 Procurement by District. If City fails to provide any of the above-required insurance, District may, but is not obligated to, procure and maintain such insurance and charge to City the cost of such insurance. City shall reimburse the cost of such insurance to District within 15 days of an invoice from District. Prior to District’s procurement of such insurance, District shall notify City in writing that City has 10 days to provide the required insurance and provide written proof thereof to District.

7.1.6 Self Insurance. City may satisfy the above insurance requirements by maintaining equivalent or greater limits and coverage through a program of self insurance.

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

ARTICLE 7.

INDEMNITY.

Section 7.1 Indemnity 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 (which, as apply to City, includes all WorkSource Center staff regardless of whether
such staff are City employees, and volunteers and invitees of the WorkSource Center; and which, as apply to District, includes all District-enrolled students and District-retained volunteers) 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 (which, as apply to City, includes all WorkSource Center staff regardless of whether such staff are City employees, and volunteers and invitees of the WorkSource Center; and which, as apply to District, includes all District-enrolled students and District-retained volunteers). The Parties intend by the provisions in this Section and hereby agree that where the Parties are jointly liable, each Party’s obligation under this Section to the other Party shall only be in proportion to each Party’s liability. Each Party is solely liable for any claims, suits, and liability arising out of the sole act or omission of, or caused solely by, that Party and/or its governing body, officers, employees, or agents.

Section 7.2 Notice of Claim.

Where an Indemnifying Party is required by this Agreement to indemnify, defend, or hold harmless an Indemnified Party with respect to any claim by a third party, the Indemnified Party shall give prompt and reasonably detailed written notice of the circumstances to the Indemnifying Party, including, if known, the name of the third party and the amount of the third party’s claim. If the amount of the third party’s claim is not yet liquidated or otherwise determinable, the Indemnified Party shall include in the notice to the Indemnifying Party a reasonable, good faith estimate of the amount of the third party’s claim. 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.

Section 7.3 Survival of Obligations.

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

Section 7.4 No Limitation by Insurance.

Neither the existence of any of the insurance coverage required to be carried by City 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 City’s liability arising under or out of this Agreement. City 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.

ARTICLE 8. ALTERNATIVE DISPUTE RESOLUTION.

Section 8.1 Compliance; Exception for Injunctive Relief.

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

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

Section 8.2 Notice of Dispute and Response Thereto.

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

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

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

Section 8.3 Informal Meeting.

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

ARTICLE 9. GENERAL PROVISIONS.

Section 9.1 Entire Agreement and Amendment.

This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties’ agreement pursuant to Code of Civil Procedure section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.
Section 9.2  Applicable Law, Venue, and Interpretation.

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

Section 9.3  Severability.

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

Section 9.4  Notices.

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

District

Attn:  Assistant Superintendent, Vice President, Business Services
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91365

[ADD, IF APPROPRIATE: With a copy to:

Attn:  Dr. Dena P. Maloney
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355]

City

Attn:  Ken Pulskamp, City Manager
City of Santa Clarita
23920 Valencia Blvd
Santa Clarita, CA 91355

[ADD, IF APPROPRIATE: With a copy to:

Attn:  Jason Crawford, Economic Development Manager]
City of Santa Clarita
23920 Valencia Blvd
Santa Clarita, CA 91355

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

Section 9.5 Binding Effect.

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

Section 9.6 Cumulative Rights and Remedies.

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

Section 9.7 Assignment and Transfer.

Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party’s prior written consent, with the exception that City may enter into a sublease of the Leased Space with any and all persons or organizations upon District’s written consent and provided a sublease of the Leased Space is permitted by California law. Any sublease to which District consents must require the sublessee to comply with all terms and conditions of this Agreement.

Section 9.8 Waiver.

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

Section 9.9 Headings.

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

Section 9.10 Execution by Facsimile or in Counterparts.

The Parties may sign this Agreement in counterparts such that their signatures may be on separate signature pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.
Section 9.11 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.

Section 9.12 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.

CITY OF SANTA CLARITA

By: ____________________________
Signature
Print Name
Title

DATE OF DISTRICT’S BOARD OF TRUSTEES’S APPROVAL: ________________________

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By: ____________________________
Signature
Print Name
Title
Exhibit A

Attach Site Plan for University Center
(designating Office Space and Parking Spaces)
"WORK SOURCE"
**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.

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<tr>
<th>Submitted by:</th>
<th>Approval for submission to Board of Trustees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audrey Green</td>
<td>Dr. Dianne G. Van Hook</td>
</tr>
<tr>
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<td>Chancellor</td>
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Recommended by:

Dr. Mitjl Capet
Assistant Superintendent/VP of Instruction
BACKGROUND / ANALYSIS:
Budget transfers and augmentations are a routine method of adjusting the Adopted Budget based upon the changing needs of the District or as a result of projected information being updated by actual data.

Budget transfers to/from the Reserve for Contingency:
- **Fund 11 (Unrestricted General Fund)** – A net increase of $70,731 is due to establishing indirect support revenue for the Open Education Resources Grant.

Changes in budget due to additions/augmentations/adjustments to regular, categorical and grant programs:
- **Fund 11 (Unrestricted General Fund)** – A net increase of $159,524 is due to establishing budget for Faculty Mini Grants, establishing indirect support revenue for Open Education Resources Grant, increasing revenue from ASG for salary reimbursement and establishing ARRA account for grants and categorical programs. Details are as follows:
  - Faculty Mini Grants - $4,000
  - ASG Salary Reimbursement - $12,937
  - ARRA SBDC State - $2,597
  - ARRA CARE - $3,399
  - ARRA IDRC Welding - $12,052
  - Open Ed. Resources Grant - $70,731
  - ARRA Staff Diversity - $1,456
  - ARRA EOPS - $31,098
  - ARRA Academy of the Canyons - $8,821
  - ARRA Emerging Tech - $12,433

(Continued)

Changes to other funds: None.

All other transfers are routine in nature. Copies of this report are available, upon request, from the Business Services Department.

FISCAL IMPLICATIONS:
- Fund 11 (Unrestricted General Fund): Increase in revenue/expenditures of $159,524.
- Fund 12 (Restricted General Fund): Increase in revenue/expenditures of $481,338.
- Fund 43 (Capital Projects Fund): Increase in revenue/expenditures of $172,569.

RECOMMENDATIONS:
Move Approval/Ratification of Budget Transfers.

Submitted by: Donna Haywood

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by: Sharlene L. Coleal
Background/Analysis (cont'd):

♦ **Fund 12 (Restricted General Fund)** – A net increase of **$481,338** is due to moving Federal Work Study district match in the amount of ($45,524) from fund 12 to fund 11 and establishing or adjusting budget to the following programs:
  - Arts Education Grant - $57,000
  - Art Start Grant - $2,000
  - SBDC State Allocation - $5,881
  - Staff Diversity State Allocation - ($2,481)
  - CARE State Allocation - ($2,337)

  o  Open Ed. Education Grant - $298,897
  o  Distance Ed. CC Grant - $135,065
  o  IDRC Welding Grant - $53,592
  o  EOPS State Allocation - ($20,755)

♦ **Fund 43 (Capital Projects Fund)** – Increase of **$172,569** is due to increasing revenue and expense budget for Hart change orders in the amount of $12,569 and transferring $160,000 from COC Foundation UC Capital Campaign account to the district account.
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FULL AGENDA BOOK - PAGE 117
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AGENDA
CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Resolution No 2009/2010-07: Authorizing and Approving the Borrowing of Funds for Fiscal Year 2009/10, and the Issuance and Sale of a 2009/10 Tax and Revenue Anticipation Note (TRAN)  

ACTION/CONSENT X ACTION INFORMATION DISCUSSION

BACKGROUND / ANALYSIS:
Due to a number of additional deferrals that were implemented in the 2009-10 Budget Act, Community Colleges are facing $703 million in inter-year deferrals and another $300 million in intra-year deferrals. The District anticipates the maximum cash decline at any one time due to these deferrals will be approximately $15 million.

Unfortunately, the LA County Treasury borrowing the District has in place for Fiscal Year 2009-10 must be repaid by April 27, 2010 per the California Constitution. Since the $703 million in inter-year deferrals are not scheduled to be paid to the District until July 2010, County Treasury borrowing will not provide the District with the cash flow it needs.

As an alternative, this resolution will authorize the District to issue up to $15 million in Tax and Revenue Anticipation Notes (TRANS), with an expected term of February 2010 through January 2011. The District will be required to repay these TRANS using the revenues attributable to the 2009-10 Fiscal Year that will be received in July 2010.

The actual sizing of the TRANS will be determined after detailed cash flow projections are completed, but will not exceed the maximum authorization of $15 million indicated in this resolution. Once the District issues the TRANS, it will not be allowed to access LA County Treasury borrowing.

FISCAL IMPLICATIONS:
Issuance of Mid-Year TRANS will enable the District to meet its cash flow needs and manage the approximately $15 million in apportionment deferrals. Two equal repayments are expected to be scheduled for approximately August 1, 2010 and November 1, 2010.

RECOMMENDATIONS:

Submitted by: Cindy Grandgeorge

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

Recommended by: Sharlene L. Coleal

Chancellor
WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the “Legislative Body”) of the community college district specified in Section 23 hereof (the “District”) has determined that a sum (the “Principal Amount”), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District or accrued to the District’s fiscal year ending June 30, 2010 (“Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and
other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during or accrued to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the “Program”), whereby participating local agencies (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, RBC Capital Markets Corporation, as underwriter or placement agent, appointed in Section 21 hereof (the “Underwriter”), will structure one or more pools of notes or series of note participations (referred to herein as the “Note Participations”, the “Series” and/or the “Series of Note Participations”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee pursuant to a trust agreement (the “Trust Agreement”) among such Issuers, the District, the California Community College Financing Authority (the “Authority”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;
WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the “Purchase Agreement”) or sold on a competitive bid basis;

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and
WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District in or accrued to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 et seq. of the Act, designated the District’s “2009-2010 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the “Secured Percentage”) shall be
equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a “Taxable Note”). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District’s name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the “Pricing Confirmation”), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the “Authorized Representatives”), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the Note Rate shall not exceed 12% per annum, and that the District's pro rata share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note
Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement, defined herein, if any, and will also be set forth in the Final Official Statement, defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

To the extent necessary, the Legislative Body hereby approves the preparation of a preliminary official statement (the “Preliminary Official Statement”) and a final official statement (the “Final Official Statement”) in connection with the offering and sale of the Note Participations. The Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the
Securities Exchange Act of 1934, as amended (the “Rule”), is hereby deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District’s Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District’s Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an “Event of Default” hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only
the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the
principal amount of its Note over the aggregate principal amounts of all notes, including the
Note, of the Series of which the Note is a part, at the time of original issuance of such Series.
Such additional amounts will be paid by the District within twenty-five (25) days of receipt by
the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners’ Rights. The Note shall be marketed
and sold simultaneously with the notes of other Issuers and shall be aggregated and combined
with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt
Note Participations evidencing and representing an interest in several, and not joint, obligations
of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to
Owners is a several and not a joint obligation and is strictly limited to the District’s repayment
obligation under this Resolution and the Note, as evidenced and represented by such Series of
Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be
treated as owners of the Note and shall be entitled to all the rights and security thereof; including
the right to enforce the obligations and covenants contained in this Resolution and the Note. The
District hereby recognizes the right of the Owners acting directly or through the Trustee to
enforce the obligations and covenants contained in the Note, this Resolution and the Trust
Agreement. The District shall be directly obligated to each Owner for the principal and interest
payments on the Note evidenced and represented by the Note Participations without any right of
counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District’s
share of the costs of issuance (which shall include any issuance fees in connection with a Credit
Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held
and invested by the Trustee under the Trust Agreement and expended on costs of issuance as
provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District’s share
of the costs of issuance) shall be deposited in the District’s Proceeds Subaccount within the
Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee
under, the Trust Agreement for the District and said moneys may be used and expended by the
District for any purpose for which it is authorized to expend funds upon requisition from the
Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount
are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep
records to account separately for proceeds of the Note Participations allocable to the District’s
Note on deposit in the Proceeds Fund which shall constitute the District’s Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds
received from the sale of the Note (net of the District’s share of the costs of issuance) to be
deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve
fund (the “Reserve Fund”), which is hereby authorized to be created pursuant to, and held and
invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note
Participations.

Section 8. Source of Payment. The principal amount of the Note, together with
the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to,
revenue from the state and federal governments), cash receipts and other moneys which are
received or held by the District for the general fund of the District and are accrued to the
Repayment Fiscal Year which are available for payment thereof. Included in the revenues of
the Repayment Fiscal Year are apportionments which otherwise would be received in January
2010 through June 2010 but due to the deferral of the State monies by the State will not be
received until after June 30, 2010 (“Deferred Revenues”). The Deferred Revenues shall be
accrued to the Repayment Fiscal Year and are determined to be legally available to pay the
principal of and interest on the Note. As security for the payment of the principal of and interest
on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided,
the “Pledged Revenues”) which are received or held by the District for the general fund of the
District and are accrued to the Repayment Fiscal Year. The principal of the Note and the interest
thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys
received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid
from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully
available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term
“Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to,
revenue from the state and federal governments), cash receipts, and other moneys, intended as
receipts for the general fund of the District attributable to the Repayment Fiscal Year and which
are generally available for the payment of current expenses and other obligations of the District.
The Noteholders, Owners and Credit Provider shall have a first lien and charge on such
Unrestricted Revenues as herein provided which are received or held by the District and are
accrued to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District
hereby agrees and covenants to establish and maintain a special account within the District’s
general fund to be designated the “2009F Tax and Revenue Anticipation Note Payment
Account” (the “Payment Account”) and further agrees and covenants to maintain the Payment
Account until the payment of the principal of the Note and the interest thereon. Notwithstanding
the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be
held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account
(the “Payment Subaccount”) shall be established for the District under the Trust Agreement and
proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need
not create a subaccount, but may keep a record to account separately for proceeds of the Note so
held and invested by the Trustee which record shall constitute the District’s Proceeds
Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust
Agreement. The District agrees to transfer to and deposit in the Payment Account the first
amounts received in the months specified in the Pricing Confirmation as Repayment Months
(each individual month a “Repayment Month” and collectively “Repayment Months”) (and any
amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit
in the Payment Account, together with the amount, if any, on deposit in the Payment
Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District’s other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six and the maximum amount of Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when
such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District’s pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, exceed fifteen million dollars ($15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, exceed five million dollars ($5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative,
judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered...
owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.
Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

The sum of the principal amount of the District’s Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District’s uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

The District’s most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.
(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District’s financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors’ rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District’s Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

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Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2009-2010 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.
The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;
Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District’s Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District’s Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider’s prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District’s obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.
Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any
monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required.

No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Note Participations may be modified by the Purchase Agreement.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Legislative Body, signed copies of this resolution shall be transmitted by the secretary or clerk of the Legislative Body to the treasurer of the county (the “County”) in which the District is located, to the County’s board of supervisors (the “County Board”), and to the County’s superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This
resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

**Section 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 21. Appointment of Professionals.** The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets Corporation, Los Angeles, California is hereby appointed as Underwriter for the Program. Other underwriters or placement agents, as applicable, may be engaged as provided in the Pricing Confirmation.

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this
Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the “Dissemination Agent”) to the Municipal Securities Rulemaking Board notice of any of the following events with respect to the District’s outstanding Note, if material (each a “Listed Event”): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(C) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(D) For the purposes of this section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositaries or other intermediaries).

(E) The District’s obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B) of this section.

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice.
or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(G) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (B) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection...
with its services hereunder, but only from the District’s share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(I) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Section 23. Resolution Parameters.

(a) Name of District: Santa Clarita Community College District

(b) Maximum Amount of Borrowing: $15,000,000

(c) Authorized Representatives:

TITLE
(1) Chancellor

(2) Assistant Superintendent, Vice President, Business Services

(3) Controller

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this __th day of ____________, 2009, by the following vote:

AYES:

NOES:

ABSENT:

By: ________________________________

President, Board of Trustees

Attest:

______________________________

Secretary, Board of Trustees
EXHIBIT A

FORM OF NOTE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

2009-2010 TAX AND REVENUE ANTICIPATION NOTE, SERIES F*

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Date of Original Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Repayment Date</td>
<td>Second Repayment Date</td>
<td>Third Repayment Date</td>
</tr>
<tr>
<td>__% (Total of principal and interest due on Note at maturity)</td>
<td>__% (Total of principal and interest due on Note at maturity)</td>
<td>__% (Total of principal and interest due on Note at maturity)**</td>
</tr>
</tbody>
</table>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the “District”) acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided,

---

* If more than one Series is issued under the Program in the Repayment Fiscal Year.

** Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).
however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the “Note”) represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the “Pledged Revenues”), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the
Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

SANTA CLARITA COMMUNITY COLLEGE
DISTRICT

By: ________________________________
    President, Board of Trustees

Countersigned

By: ________________________________
    Secretary, Board of the Trustees
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _______________________________
    Authorized Officer
[STATEMENT OF INSURANCE]∗

∗ To be used only if Credit Instrument is a policy of municipal bond insurance.
BACKGROUND / ANALYSIS:
Financial Reports for all District funds for the period ending October 31, 2009 are available from the Business Services Department, upon request.

The Unrestricted General Fund (Fund 11) financial report page reflects an ending fund balance for fiscal year 2009-2010 of $5,175,391 which is 6.1% of total expenditures.

The October 31, 2009 Financial Reports also include the following attachments, which summarize any budget adjustments that result in a change to the total Adopted Budget of a fund and/or result in a change to the contingency reserve budget of a fund:

Unrestricted General Fund – Fund 11 – (Report Attachment A)

- Revenue/Expenditure: A $159,524 increase in revenue/expenditure is the result of establishing or increasing revenue and expense budgets for the following:
  - $12,052 to establish a budget for American Recovery and Reinvestment Act (ARRA) funds used to backfill cuts to the IDRC Metal Fabrication Grant.
  - $12,433 to establish a budget for ARRA funds used to backfill cuts to the Emerging Technology Grant.

(Continued)

FISCAL IMPLICATIONS:
Receipt of additional revenue to be used by District programs in the amount of $813,431, as follows:

- Fund 11 (Unrestricted General Fund)
  - $159,524 to be used to fund various unrestricted expenses or to increase contingency.
- Fund 12 (Restricted General Fund)
  - $481,338 to be used by grant and categorical programs.
- Fund 43 (Capital Improvement Projects Fund)
  - $172,569 to be used for University Center construction costs.

RECOMMENDATIONS:
Information only.

Submitted by: Kari Soffa

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

Chancellor

Recommended by: Sharlene L. Coleal
BACKGROUND ANALYSIS (Continued):

- $8,821 to establish a budget for ARRA funds used to backfill cuts to the Middle College High School Grant.
- $31,098 to establish a budget for ARRA funds used to backfill cuts to the EOPS program.
- $3,399 to establish a budget for ARRA funds used to backfill cuts to the CARE program.
- $1,456 to establish a budget for ARRA funds used to backfill cuts to Staff Diversity funds.
- $2,597 to establish a budget for ARRA funds used to backfill cuts to the SBDC State Matching Grant.
- $4,000 to establish budgets for four COC Foundation Faculty Mini Grants
- $12,937 to increase revenue from ASG for salary reimbursements.
- $70,731 to establish the indirect support revenue due to the District from the new Open Educational Resources Grant.

Contingency: A $70,731 increase in contingency is the result of the following:
- $70,731 in indirect support from the Open Educational Resources Grant.

Restricted General Fund – Fund 12 – (Report Attachment B)

Revenue/Expenditure: A $481,338 increase in revenue/expenditure is the result of increasing or establishing budgets for the following categorical and grant programs:
- $298,897 to establish budget for the new Open Education Resources Grant.
- ($2,481) in reduced funding for Staff Diversity.
- ($20,755) in reduced funding for EOPS.
- ($2,337) in reduced funding for CARE.
- $53,592 in increased funding for the IDRC Metal Fabrication Welding Grant.
- $5,881 in increased funding for the SBDC State Match Grant.
- $135,065 in increased funding for the Closed Captioning Grant.
- $57,000 to establish budget for the K-12 Arts Education Program.
- $2,000 to establish budget for the new ArtStart Grant.
- ($45,524) in reduced funding due to moving Federal Work Study match to the General Fund.

Contingency: There are no changes in contingency to report for this period.

Capital Improvement Project Fund – Fund 43 – (Report Attachment C)

Revenue/Expenditure: A $172,569 increase in revenue/expenditure is the result of increasing or establishing budgets for the following:
- $160,000 in additional budget for University Center Construction from the COC Foundation.
- $12,569 in additional budget for University Center Construction from Hart District due to change orders.

Contingency: There are no changes in contingency to report for this period.
## Fund 11 - General Fund-Unrestricted

### Resources

<table>
<thead>
<tr>
<th>Resources</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Revenues</td>
<td>186,465.00</td>
<td>258,321.00</td>
<td>136,823.00</td>
<td>-</td>
<td>121,498.00</td>
<td>52.97%</td>
</tr>
<tr>
<td>State Revenues</td>
<td>55,410,180.00</td>
<td>55,410,180.00</td>
<td>20,335,674.00</td>
<td>-</td>
<td>35,074,506.00</td>
<td>36.70%</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>23,556,203.00</td>
<td>23,576,140.00</td>
<td>5,058,666.71</td>
<td>-</td>
<td>18,517,473.29</td>
<td>21.46%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>387,083.00</td>
<td>457,814.00</td>
<td>5,141.13</td>
<td>-</td>
<td>452,672.87</td>
<td>1.12%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>79,542,931.00</td>
<td>79,702,455.00</td>
<td>25,536,304.84</td>
<td>-</td>
<td>54,166,150.16</td>
<td>32.04%</td>
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<tr>
<td>Beginning Fund Balance</td>
<td>9,948,761.00</td>
<td>9,948,761.00</td>
<td>9,948,760.86</td>
<td>-</td>
<td>0.14</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Resources</strong></td>
<td>89,491,692.00</td>
<td>89,651,216.00</td>
<td>35,485,065.70</td>
<td>-</td>
<td>54,166,150.30</td>
<td>39.58%</td>
</tr>
</tbody>
</table>

### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Instructional Salaries</td>
<td>21,036,175.00</td>
<td>17.21%</td>
</tr>
<tr>
<td>Certificated Non-Instructional Salaries</td>
<td>7,543,005.00</td>
<td>19.41%</td>
</tr>
<tr>
<td>Classified Instructional Salaries</td>
<td>1,778,270.00</td>
<td>21.65%</td>
</tr>
<tr>
<td>Classified Non-Instructional Salaries</td>
<td>17,173,977.00</td>
<td>24.85%</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>47,531,427.00</td>
<td>20.49%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>13,374,998.00</td>
<td>22.61%</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>1,165,192.00</td>
<td>18.72%</td>
</tr>
<tr>
<td>Contracts for Personal Services</td>
<td>8,923,688.00</td>
<td>3.04%</td>
</tr>
<tr>
<td>Travel and Conference Expense</td>
<td>248,599.00</td>
<td>14.69%</td>
</tr>
<tr>
<td>Dues and Memberships</td>
<td>1,014,480.00</td>
<td>71.07%</td>
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<tr>
<td>Insurances</td>
<td>550,000.00</td>
<td>94.92%</td>
</tr>
<tr>
<td>Utilities and Housekeeping</td>
<td>2,956,367.00</td>
<td>23.07%</td>
</tr>
<tr>
<td>Maintenance, Repairs and Rentals</td>
<td>1,301,742.00</td>
<td>31.27%</td>
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<tr>
<td>Professional Services</td>
<td>551,600.00</td>
<td>12.60%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>1,763,855.00</td>
<td>26.04%</td>
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<tr>
<td>Site and Site Improvements</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Library Books &amp; Materials</td>
<td>100,911.00</td>
<td>18.17%</td>
</tr>
<tr>
<td>New Equipment</td>
<td>827,177.00</td>
<td>49.77%</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>161,191.00</td>
<td>10.04%</td>
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<tr>
<td>Payments to Students</td>
<td>3,032,637.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>6,800,860.00</td>
<td>26.30%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>6,871,391.00</td>
<td>0.00%</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>89,437,692.00</td>
<td>18.76%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>54,000.00</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Expenditures and Ending Fund Balance: 89,491,692.00
## Fund 12 - General Fund-Restricted

### Resources

<table>
<thead>
<tr>
<th>Resource</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal Revenues</strong></td>
<td>4,135,758.00</td>
<td>4,434,655.00</td>
<td>91,721.27</td>
<td>-</td>
<td>4,342,933.73</td>
<td>2.07%</td>
</tr>
<tr>
<td><strong>State Revenues</strong></td>
<td>6,302,314.00</td>
<td>6,471,279.35</td>
<td>2,733,811.82</td>
<td>-</td>
<td>3,737,467.53</td>
<td>42.25%</td>
</tr>
<tr>
<td><strong>Local Revenues</strong></td>
<td>2,120,021.00</td>
<td>2,179,021.00</td>
<td>1,141,263.67</td>
<td>-</td>
<td>1,037,757.33</td>
<td>52.38%</td>
</tr>
<tr>
<td><strong>Other Financing Sources</strong></td>
<td>1,063,107.00</td>
<td>1,017,583.00</td>
<td>-</td>
<td>-</td>
<td>1,017,583.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>13,621,200.00</td>
<td>14,102,538.35</td>
<td>3,966,796.76</td>
<td>-</td>
<td>10,135,741.59</td>
<td>26.13%</td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>1,238,755.00</td>
<td>1,238,755.00</td>
<td>1,238,754.96</td>
<td>-</td>
<td>0.04</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Adjustments to Fund Balance</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Resources</strong></td>
<td>14,859,955.00</td>
<td>15,341,293.35</td>
<td>5,205,551.72</td>
<td>-</td>
<td>10,135,741.63</td>
<td>33.93%</td>
</tr>
</tbody>
</table>

### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certificated Instructional Salaries</strong></td>
<td>709,946.00</td>
<td>729,946.00</td>
<td>70,617.25</td>
<td>-</td>
<td>659,328.75</td>
<td>9.67%</td>
</tr>
<tr>
<td><strong>Certificated Non-Instructional Salaries</strong></td>
<td>1,421,765.00</td>
<td>1,445,485.15</td>
<td>272,018.53</td>
<td>-</td>
<td>1,173,465.62</td>
<td>18.82%</td>
</tr>
<tr>
<td><strong>Classified Instructional Salaries</strong></td>
<td>253,289.00</td>
<td>246,752.00</td>
<td>37,317.34</td>
<td>-</td>
<td>209,434.66</td>
<td>15.12%</td>
</tr>
<tr>
<td><strong>Classified Non-Instructional Salaries</strong></td>
<td>3,080,995.00</td>
<td>3,143,363.95</td>
<td>711,496.51</td>
<td>-</td>
<td>2,431,857.44</td>
<td>22.63%</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>5,465,995.00</td>
<td>5,565,547.10</td>
<td>1,091,449.63</td>
<td>-</td>
<td>4,474,097.47</td>
<td>19.61%</td>
</tr>
<tr>
<td><strong>Employee Benefits</strong></td>
<td>1,329,235.00</td>
<td>1,351,626.29</td>
<td>224,647.18</td>
<td>-</td>
<td>1,126,979.11</td>
<td>16.62%</td>
</tr>
<tr>
<td><strong>Supplies and Materials</strong></td>
<td>780,106.00</td>
<td>789,436.01</td>
<td>129,848.17</td>
<td>94,741.16</td>
<td>564,846.68</td>
<td>16.45%</td>
</tr>
<tr>
<td><strong>Contracts for Personal Services</strong></td>
<td>1,735,933.00</td>
<td>1,726,010.00</td>
<td>192,537.70</td>
<td>209,262.84</td>
<td>1,324,209.46</td>
<td>11.16%</td>
</tr>
<tr>
<td><strong>Travel and Conference Expense</strong></td>
<td>206,645.00</td>
<td>213,517.00</td>
<td>37,325.48</td>
<td>-</td>
<td>176,191.52</td>
<td>17.48%</td>
</tr>
<tr>
<td><strong>Dues and Memberships</strong></td>
<td>14,443.00</td>
<td>7,443.00</td>
<td>1,279.84</td>
<td>-</td>
<td>6,163.16</td>
<td>17.20%</td>
</tr>
<tr>
<td><strong>Insurances</strong></td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>14,369.04</td>
<td>-</td>
<td>10,630.96</td>
<td>57.48%</td>
</tr>
<tr>
<td><strong>Utilities and Housekeeping</strong></td>
<td>210.00</td>
<td>210.00</td>
<td>54.33</td>
<td>-</td>
<td>155.67</td>
<td>25.87%</td>
</tr>
<tr>
<td><strong>Maintenance, Repairs and Rentals</strong></td>
<td>12,897.00</td>
<td>13,047.00</td>
<td>14,179.84</td>
<td>5,767.16</td>
<td>(6,900.00)</td>
<td>108.68%</td>
</tr>
<tr>
<td><strong>Other Expenses</strong></td>
<td>2,269,840.00</td>
<td>2,545,277.60</td>
<td>118,852.37</td>
<td>86,031.08</td>
<td>2,340,394.15</td>
<td>4.67%</td>
</tr>
<tr>
<td><strong>Library Books &amp; Materials</strong></td>
<td>6,883.00</td>
<td>6,883.00</td>
<td>33,402.22</td>
<td>-</td>
<td>(26,519.22)</td>
<td>485.29%</td>
</tr>
<tr>
<td><strong>New Equipment</strong></td>
<td>1,651,416.00</td>
<td>1,688,219.65</td>
<td>193,373.76</td>
<td>54,126.79</td>
<td>1,440,719.30</td>
<td>11.45%</td>
</tr>
<tr>
<td><strong>Debt Retirement</strong></td>
<td>-</td>
<td>-</td>
<td>27,624.54</td>
<td>-</td>
<td>(27,624.54)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Interfund Transfers</strong></td>
<td>1,003,563.00</td>
<td>1,074,294.00</td>
<td>517,374.88</td>
<td>-</td>
<td>556,919.12</td>
<td>48.16%</td>
</tr>
<tr>
<td><strong>Student Financial Aid</strong></td>
<td>51,075.00</td>
<td>51,075.00</td>
<td>51,074.43</td>
<td>-</td>
<td>0.57</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Payments to Students</strong></td>
<td>301,959.00</td>
<td>278,962.50</td>
<td>29,176.47</td>
<td>68,326.00</td>
<td>181,460.03</td>
<td>10.48%</td>
</tr>
<tr>
<td><strong>Contingency Reserve</strong></td>
<td>4,745.00</td>
<td>4,474.00</td>
<td>-</td>
<td>-</td>
<td>4,474.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>14,859,955.00</td>
<td>15,341,293.35</td>
<td>2,678,569.88</td>
<td>518,255.03</td>
<td>12,146,486.44</td>
<td>17.45%</td>
</tr>
</tbody>
</table>

### Ending Fund Balance

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Expenditures and Ending Fund Balance</strong></td>
<td>14,859,955.00</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td>14,859,955.00</td>
<td>n/a</td>
</tr>
</tbody>
</table>
### Fund 29 - Debt Service Fund

#### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>1,500.00</td>
<td>1,500.00</td>
<td>-</td>
<td>-</td>
<td>1,500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>4,211,123.00</td>
<td>4,211,123.00</td>
<td>1,265,172.51</td>
<td>-</td>
<td>2,945,950.49</td>
<td>30.04%</td>
</tr>
<tr>
<td>Total Income</td>
<td>4,212,623.00</td>
<td>4,212,623.00</td>
<td>1,265,172.51</td>
<td>-</td>
<td>2,947,450.49</td>
<td>30.03%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>812,787.00</td>
<td>812,787.00</td>
<td>812,787.43</td>
<td>-</td>
<td>(0.43)</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Resources</td>
<td>5,025,410.00</td>
<td>5,025,410.00</td>
<td>2,077,959.94</td>
<td>-</td>
<td>2,947,450.06</td>
<td>41.35%</td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Expenses</td>
<td>3,456,207.00</td>
<td>3,456,207.00</td>
<td>635,172.50</td>
<td>-</td>
<td>2,821,034.50</td>
<td>18.38%</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>754,916.00</td>
<td>754,916.00</td>
<td>630,000.00</td>
<td>-</td>
<td>124,916.00</td>
<td>83.45%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>814,287.00</td>
<td>814,287.00</td>
<td>-</td>
<td>-</td>
<td>814,287.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>5,025,410.00</td>
<td>5,025,410.00</td>
<td>1,265,172.50</td>
<td>-</td>
<td>3,760,237.50</td>
<td>25.18%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>5,025,410.00</td>
<td>5,025,410.00</td>
<td></td>
<td></td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>
## Fund 32 - Cafeteria Fund

### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>44,800.00</td>
<td>44,800.00</td>
<td>42,854.36</td>
<td>-</td>
<td>1,945.64</td>
<td>95.66%</td>
</tr>
<tr>
<td>Total Income</td>
<td>44,800.00</td>
<td>44,800.00</td>
<td>42,854.36</td>
<td>-</td>
<td>1,945.64</td>
<td>95.66%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>54,383.00</td>
<td>54,383.00</td>
<td>54,382.90</td>
<td>-</td>
<td>0.10</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>99,183.00</td>
<td>99,183.00</td>
<td>97,237.26</td>
<td>-</td>
<td>1,945.74</td>
<td>98.04%</td>
</tr>
</tbody>
</table>

### Expenditures and Fund Balance

|                                | 500.00         | 500.00         | -           | -            | 500.00  | 0.00%                     |
| Supplies and Materials         | 20,000.00      | 20,000.00      | 13,024.01   | 13,772.39    | 43,953.60 | 18.41%                    |
| Maintenance, Repairs and Rentals | 7,933.00     | 7,933.00       | 4,270.02    | -            | 3,662.98 | 53.83%                    |
| Other Expenses                 | 70,750.00      | 70,750.00      | 17,294.03   | 13,772.39    | 67,616.58 | 17.44%                    |
| Total Expenditures             | 99,183.00      | 99,183.00      | 17,294.03   | 13,772.39    | 67,616.58 | 17.44%                    |
| Ending Fund Balance            | -              | -              | -           | -            | -       |                           |
| Total Expenditures and Ending Fund Balance | 99,183.00 | 99,183.00 | n/a         | n/a          |
## Fund 33 - Child Development Center

### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Revenues</td>
<td>26,000.00</td>
<td>26,000.00</td>
<td>1,481.22</td>
<td>-</td>
<td>24,518.78</td>
<td>5.70%</td>
</tr>
<tr>
<td>State Revenues</td>
<td>501,117.00</td>
<td>501,117.00</td>
<td>186,635.01</td>
<td>-</td>
<td>314,481.99</td>
<td>37.24%</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>366,193.00</td>
<td>366,193.00</td>
<td>111,227.67</td>
<td>-</td>
<td>254,965.33</td>
<td>30.37%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>111,573.00</td>
<td>111,573.00</td>
<td>50,000.00</td>
<td>-</td>
<td>61,573.00</td>
<td>44.81%</td>
</tr>
<tr>
<td>Total Income</td>
<td>1,004,883.00</td>
<td>1,004,883.00</td>
<td>349,343.90</td>
<td>-</td>
<td>655,539.10</td>
<td>34.76%</td>
</tr>
</tbody>
</table>

|                         | 22,485.00      | 22,485.00      | 22,484.70   | -            | 0.30     | 100.00%                     |

| Adjustments to Fund Balance | -                  | -                  | -                  | -            | -                  | -                  |

Total Resources          | 1,027,368.00     | 1,027,368.00     | 371,828.60    | -            | 655,539.40    | 36.19%                      |

### Expenditures and Fund Balance

|                         | 238,595.00      | 238,595.00      | 45,210.82    | -            | 193,384.18    | 18.95%                      |
| Certificate Non-Instructional Salaries | 557,295.00     | 557,295.00     | 101,527.84  | -            | 455,767.16    | 18.22%                      |
| Classified Non-Instructional Salaries | 795,890.00      | 795,890.00      | 146,738.66  | -            | 649,151.34    | 18.44%                      |

|                         | 172,316.00      | 172,316.00      | 29,956.78   | -            | 142,359.22    | 17.38%                      |

| Employee Benefits       | 5,500.00        | 5,342.50        | 2,917.55    | 75.37        | 2,349.58      | 54.61%                      |
| Supplies and Materials  | 1,095.00        | 1,095.00        | 333.87      | 666.13       | 95.00         | 30.49%                      |
| Contract Services       | -               | 157.50          | -           | -            | 157.50        | -                           |
| Travel and Conference Expense | 33,900.00     | 33,900.00      | 9,734.82    | 1,768.74     | 22,396.44     | 28.72%                      |
| Other Expenses          | 200.00          | 200.00          | -           | -            | 200.00        | 0.00%                       |
| New Equipment           | -               | -               | -           | -            | -              | -                           |
| Payments to Students    | 18,467.00       | 18,467.00       | -           | -            | 18,467.00     | 0.00%                       |
| Contingency Reserve     | 18,467.00       | 18,467.00       | -           | -            | 18,467.00     | 0.00%                       |
| Total Expenditures      | 1,027,368.00    | 1,027,368.00    | 189,681.68  | 2,510.24     | 835,176.08    | 18.46%                      |

| Ending Fund Balance     | -               | -               | -           | -            | -              | -                           |

Total Expenditures and Ending Fund Balance | 1,027,368.00 | 1,027,368.00 | n/a     | n/a           |
### Fund 37 - Special Revenue-Asset Management

#### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>500.00</td>
<td>500.00</td>
<td>-</td>
<td>-</td>
<td>500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Income</td>
<td>500.00</td>
<td>500.00</td>
<td>-</td>
<td>-</td>
<td>500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>16,538.00</td>
<td>16,538.00</td>
<td>16,537.80</td>
<td>-</td>
<td>0.20</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.20</td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>17,038.00</td>
<td>17,038.00</td>
<td>16,537.80</td>
<td>-</td>
<td>500.20</td>
<td>97.06%</td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>17,038.00</td>
<td>17,038.00</td>
<td>-</td>
<td>-</td>
<td>17,038.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>17,038.00</td>
<td>17,038.00</td>
<td>-</td>
<td>-</td>
<td>17,038.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>17,038.00</td>
<td>17,038.00</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Fund 39 - Special Reserve-Student Center

#### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget</th>
<th>Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>188,000.00</td>
<td>188,000.00</td>
<td>130,768.25</td>
<td>-</td>
<td>57,211.75</td>
<td>69.57%</td>
<td></td>
</tr>
<tr>
<td>Total Income</td>
<td>188,000.00</td>
<td>188,000.00</td>
<td>130,768.25</td>
<td>-</td>
<td>57,211.75</td>
<td>69.57%</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>536,902.00</td>
<td>536,902.00</td>
<td>536,902.47</td>
<td>(0.47)</td>
<td>57,211.75</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>724,902.00</td>
<td>724,902.00</td>
<td>667,690.72</td>
<td>-</td>
<td>57,211.28</td>
<td>92.11%</td>
<td></td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget</th>
<th>Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interfund Transfers</td>
<td>154,858.00</td>
<td>154,858.00</td>
<td>17,428.75</td>
<td>-</td>
<td>137,429.25</td>
<td>11.25%</td>
<td></td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>570,044.00</td>
<td>570,044.00</td>
<td>-</td>
<td>-</td>
<td>570,044.00</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>724,902.00</td>
<td>724,902.00</td>
<td>17,428.75</td>
<td>-</td>
<td>707,473.25</td>
<td>2.40%</td>
<td></td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>724,902.00</td>
<td>724,902.00</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Fund 41 - State Construction Funds

<table>
<thead>
<tr>
<th>Resources</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Revenues</td>
<td>3,363,315.00</td>
<td>3,363,315.00</td>
<td>-</td>
<td>-</td>
<td>3,363,315.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>-</td>
<td>-</td>
<td>5,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Income</td>
<td>3,368,315.00</td>
<td>3,368,315.00</td>
<td>-</td>
<td>-</td>
<td>3,368,315.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>161,008.00</td>
<td>161,008.00</td>
<td>161,007.85</td>
<td>-</td>
<td>0.15</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>3,529,323.00</td>
<td>3,529,323.00</td>
<td>161,007.85</td>
<td>-</td>
<td>3,368,315.15</td>
<td>4.56%</td>
</tr>
</tbody>
</table>

Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>1,108,946.00</td>
<td>1,108,946.00</td>
<td>965,610.34</td>
<td>-</td>
<td>143,335.66</td>
<td>87.07%</td>
</tr>
<tr>
<td>New Equipment</td>
<td>2,254,704.00</td>
<td>2,254,704.00</td>
<td>1,110,822.00</td>
<td>98,394.76</td>
<td>1,045,487.24</td>
<td>49.27%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>165,673.00</td>
<td>165,673.00</td>
<td>-</td>
<td>-</td>
<td>165,673.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>3,529,323.00</td>
<td>3,529,323.00</td>
<td>2,076,432.34</td>
<td>98,394.76</td>
<td>1,354,495.90</td>
<td>58.83%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>3,529,323.00</td>
<td>3,529,323.00</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>
Santa Clarita Community College District  
Financial Report  
For The Period Ending  
October 31, 2009

Fund 43 - Capital Improvement Projects

<table>
<thead>
<tr>
<th>Resources</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>79,307.00</td>
<td>251,875.50</td>
<td>186,058.88</td>
<td>-</td>
<td>65,816.62</td>
<td>73.87%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Income</td>
<td>79,307.00</td>
<td>251,875.50</td>
<td>186,058.88</td>
<td>-</td>
<td>65,816.62</td>
<td>73.87%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>11,429,410.00</td>
<td>11,429,410.00</td>
<td>11,429,409.85</td>
<td>-</td>
<td>0.15</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>11,508,717.00</td>
<td>11,681,285.50</td>
<td>11,615,468.73</td>
<td>-</td>
<td>65,816.77</td>
<td>99.44%</td>
</tr>
</tbody>
</table>

Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Amount</th>
<th>Budgeted Amount</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts for Personal Services</td>
<td>100,000.00</td>
<td>100,000.00</td>
<td>12,310.86</td>
<td>-</td>
<td>87,689.14</td>
<td>12.31%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>107,515.00</td>
<td>107,515.00</td>
<td>-</td>
<td>-</td>
<td>107,515.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Sites and Site Improvement</td>
<td>100,000.00</td>
<td>100,000.00</td>
<td>-</td>
<td>-</td>
<td>100,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>7,735,471.00</td>
<td>9,208,039.50</td>
<td>(512,108.34)</td>
<td>30,563.07</td>
<td>9,689,584.77</td>
<td>-5.56%</td>
</tr>
<tr>
<td>New Equipment</td>
<td>1,300,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Interfund Transfer</td>
<td>2,165,731.00</td>
<td>2,165,731.00</td>
<td>-</td>
<td>-</td>
<td>2,165,731.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>11,508,717.00</td>
<td>11,681,285.50</td>
<td>(499,797.48)</td>
<td>30,563.07</td>
<td>12,150,519.91</td>
<td>-4.28%</td>
</tr>
</tbody>
</table>

Ending Fund Balance

| Ending Fund Balance               | -               | -               |              | -            | -        |                           |

Total Expenditures and Ending Fund Balance

| Total Expenditures and Ending Fund Balance | 11,508,717.00 | 11,681,285.50 | n/a          | n/a          |
### Fund 44 - Scheduled Maintenance Fund

#### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Receieved/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>4,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>4,000.00</td>
<td>4,000.00</td>
<td>-</td>
<td>-</td>
<td>4,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Income</td>
<td>4,000.00</td>
<td>4,000.00</td>
<td>-</td>
<td>-</td>
<td>4,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>248,696.00</td>
<td>248,696.00</td>
<td>248,695.73</td>
<td>-</td>
<td>0.27</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Resources</td>
<td>252,696.00</td>
<td>252,696.00</td>
<td>248,695.73</td>
<td>-</td>
<td>4,000.27</td>
<td>98.42%</td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>Sites and Site Improvement</th>
<th>Building Improvements</th>
<th>Contingency Reserve</th>
<th>Total Expenditures</th>
<th>Ending Fund Balance</th>
<th>Total Expenditures and Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>35,000.00</td>
<td>118,820.00</td>
<td>98,876.00</td>
<td>252,696.00</td>
<td>-</td>
<td>252,696.00</td>
</tr>
<tr>
<td></td>
<td>35,000.00</td>
<td>118,820.00</td>
<td>98,876.00</td>
<td>252,696.00</td>
<td>-</td>
<td>252,696.00</td>
</tr>
<tr>
<td></td>
<td>28,346.00</td>
<td>11,789.00</td>
<td>28,046.00</td>
<td>40,135.00</td>
<td>-</td>
<td>40,135.00</td>
</tr>
<tr>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>28,046.00</td>
<td>-</td>
<td>28,046.00</td>
</tr>
<tr>
<td></td>
<td>6,654.00</td>
<td>78,985.00</td>
<td>98,876.00</td>
<td>184,515.00</td>
<td>-</td>
<td>184,515.00</td>
</tr>
<tr>
<td></td>
<td>80.99%</td>
<td>9.92%</td>
<td>0.00%</td>
<td>15.88%</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Expenditures and Ending Fund Balance: 252,696.00
### Santa Clarita Community College District

**Financial Report**

**For The Period Ending**

October 31, 2009

---

### Fund 46 - SCCCD Project Fund, Election 2006, Series 2007

#### Resources

<table>
<thead>
<tr>
<th>Description</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>7,728.00</td>
<td>7,728.00</td>
<td>-</td>
<td>-</td>
<td>7,728.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>7,728.00</td>
<td>7,728.00</td>
<td>-</td>
<td>-</td>
<td>7,728.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>40,373,908.00</td>
<td>40,373,908.00</td>
<td>40,373,907.71</td>
<td>-</td>
<td>0.29</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Resources</strong></td>
<td>40,381,636.00</td>
<td>40,381,636.00</td>
<td>40,373,907.71</td>
<td>-</td>
<td>7,728.29</td>
<td>99.98%</td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classified Non-Instructional Salaries</td>
<td>140,939.00</td>
<td>140,939.00</td>
<td>20,727.00</td>
<td>-</td>
<td>120,212.00</td>
<td>14.71%</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>140,939.00</td>
<td>140,939.00</td>
<td>20,727.00</td>
<td>-</td>
<td>120,212.00</td>
<td>14.71%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>36,645.00</td>
<td>36,645.00</td>
<td>5,652.37</td>
<td>-</td>
<td>30,992.63</td>
<td>15.42%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>21,150.00</td>
<td>21,150.00</td>
<td>5,600.00</td>
<td>-</td>
<td>15,550.00</td>
<td>26.48%</td>
</tr>
<tr>
<td>Other Administrative</td>
<td>6,640.00</td>
<td>6,640.00</td>
<td>250.00</td>
<td>-</td>
<td>6,190.00</td>
<td>3.88%</td>
</tr>
<tr>
<td>Site Improvements</td>
<td>759,259.00</td>
<td>726,681.51</td>
<td>97,931.29</td>
<td>1,613.40</td>
<td>627,136.82</td>
<td>13.48%</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>34,571,054.00</td>
<td>33,745,834.15</td>
<td>3,662,813.09</td>
<td>172,188.60</td>
<td>29,910,832.46</td>
<td>10.85%</td>
</tr>
<tr>
<td>New Equipment</td>
<td>4,846,149.00</td>
<td>5,703,946.34</td>
<td>264,411.62</td>
<td>357,455.58</td>
<td>5,082,079.14</td>
<td>4.64%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>40,381,636.00</td>
<td>40,381,636.00</td>
<td>4,057,385.37</td>
<td>531,257.58</td>
<td>35,620,048.42</td>
<td>10.05%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures and Ending Fund Balance</strong></td>
<td>40,381,636.00</td>
<td>40,381,636.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>n/a</td>
</tr>
</tbody>
</table>

---
### Fund 47 - SCCCD Proposition 39 GO Bond Project Fund, Series 2005

#### Resources

<table>
<thead>
<tr>
<th>Source</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>400.00</td>
<td>400.00</td>
<td></td>
<td></td>
<td>400.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Income</td>
<td>400.00</td>
<td>400.00</td>
<td></td>
<td></td>
<td>400.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>174,799.00</td>
<td>174,799.00</td>
<td>174,798.76</td>
<td></td>
<td>0.24</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>~</td>
<td>~</td>
<td></td>
<td></td>
<td>~</td>
<td>~</td>
</tr>
<tr>
<td><strong>Total Resources</strong></td>
<td>175,199.00</td>
<td>175,199.00</td>
<td>174,798.76</td>
<td></td>
<td>400.24</td>
<td>99.77%</td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>175,199.00</td>
<td>175,199.00</td>
<td></td>
<td></td>
<td>175,199.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>175,199.00</td>
<td>175,199.00</td>
<td></td>
<td></td>
<td>175,199.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>175,199.00</td>
<td>175,199.00</td>
<td></td>
<td></td>
<td>175,199.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>~</td>
<td>~</td>
<td></td>
<td></td>
<td>~</td>
<td>~</td>
</tr>
<tr>
<td><strong>Total Expenditures and Ending Fund Balance</strong></td>
<td>175,199.00</td>
<td>175,199.00</td>
<td>~</td>
<td>~</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>
## Fund 49 - Replacement of Field Turf Initial Surface Component

### Resources

|                                | Adopted Budget | Current Budget | YTD Actuals | Encumbrances | Balance | % of Budget
|--------------------------------|----------------|----------------|-------------|-------------|---------|-------------
| Local Revenues                 | 39,283.00      | 39,283.00      | 30,283.00   | -           | 9,000.00| 77.09%
| Other Financing Sources        | 30,283.00      | 30,283.00      | -           | -           | 30,283.00| 0.00%
| **Total Income**               | **69,566.00**  | **69,566.00**  | **30,283.00**| -           | **39,283.00**| **43.53%
| Beginning Fund Balance         | 361,472.00     | 361,472.00     | 361,471.54  | -           | 0.46    | 100.00%
| Adjustments to Fund Balance    | -              | -              |             | -           |         |             
| **Total Resources**            | **431,038.00** | **431,038.00** | **391,754.54**| -           | **39,283.46**| **90.89%

### Expenditures and Fund Balance

|                                | Adopted Budget | Current Budget | YTD Actuals | Encumbrances | Balance | % of Budget
|--------------------------------|----------------|----------------|-------------|-------------|---------|-------------
| Contingency Reserve            | 431,038.00     | 431,038.00     | -           | -           | 431,038.00| 0.00%
| **Total Expenditures**         | **431,038.00** | **431,038.00** | **-**       | **-**       | **431,038.00**| **0.00%
| Ending Fund Balance            | -              | -              |             | -           |         |             
| **Total Expenditures and Ending Fund Balance** | **431,038.00** | **431,038.00** |             | n/a         | n/a     |             |
Santa Clarita Community College District  
Financial Report  
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Fund 58 - Performing Arts Center  

<table>
<thead>
<tr>
<th>Resources</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>313,776.00</td>
<td>313,776.00</td>
<td>189,252.40</td>
<td>-</td>
<td>124,523.60</td>
<td>60.31%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>35,000.00</td>
<td>35,000.00</td>
<td>-</td>
<td>-</td>
<td>35,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Income</td>
<td>348,776.00</td>
<td>348,776.00</td>
<td>189,252.40</td>
<td>-</td>
<td>159,523.60</td>
<td>54.26%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>97,998.00</td>
<td>97,998.00</td>
<td>97,997.61</td>
<td>-</td>
<td>0.39</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Resources</td>
<td>446,774.00</td>
<td>446,774.00</td>
<td>287,250.01</td>
<td>-</td>
<td>159,523.99</td>
<td>64.29%</td>
</tr>
</tbody>
</table>

**Expenditures and Fund Balance**  

<table>
<thead>
<tr>
<th>Classification</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Non-Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Classified Non-Instructional Salaries</td>
<td>53,441.00</td>
<td>53,201.00</td>
<td>8,338.54</td>
<td>-</td>
<td>44,862.46</td>
<td>15.67%</td>
</tr>
<tr>
<td>Total Salaries</td>
<td>53,441.00</td>
<td>53,201.00</td>
<td>8,338.54</td>
<td>-</td>
<td>44,862.46</td>
<td>15.67%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>8,726.00</td>
<td>8,726.00</td>
<td>1,407.66</td>
<td>-</td>
<td>7,318.34</td>
<td>16.13%</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>4,725.00</td>
<td>4,772.40</td>
<td>1,826.25</td>
<td>-</td>
<td>2,946.15</td>
<td>38.27%</td>
</tr>
<tr>
<td>Contracts for Personal Services</td>
<td>223,775.00</td>
<td>226,380.70</td>
<td>87,147.88</td>
<td>81,125.00</td>
<td>58,107.82</td>
<td>38.50%</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>3,000.00</td>
<td>3,000.00</td>
<td>1,396.14</td>
<td>-</td>
<td>1,603.86</td>
<td>-</td>
</tr>
<tr>
<td>Maintenance, Repairs and Rentals</td>
<td>38,595.00</td>
<td>39,047.60</td>
<td>11,397.19</td>
<td>-</td>
<td>27,650.41</td>
<td>29.19%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>102,519.00</td>
<td>98,653.30</td>
<td>9,710.74</td>
<td>800.00</td>
<td>89,142.56</td>
<td>9.74%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>11,993.00</td>
<td>11,993.00</td>
<td>-</td>
<td>-</td>
<td>11,993.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>446,774.00</td>
<td>446,774.00</td>
<td>121,224.40</td>
<td>81,925.00</td>
<td>243,824.60</td>
<td>27.13%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>446,774.00</td>
<td>446,774.00</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>
## Fund 59 - Enterprise-Employee Training Institute

### Resources

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Revenues</td>
<td>191,101.00</td>
<td>191,101.00</td>
<td>25,480.00</td>
<td></td>
<td>165,621.00</td>
<td>13.33%</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>136,500.00</td>
<td>136,500.00</td>
<td>48,569.44</td>
<td></td>
<td>87,930.56</td>
<td>35.58%</td>
</tr>
<tr>
<td>Total Income</td>
<td>327,601.00</td>
<td>327,601.00</td>
<td>74,049.44</td>
<td></td>
<td>253,551.56</td>
<td>22.60%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>135,971.00</td>
<td>135,971.00</td>
<td>135,970.95</td>
<td>-</td>
<td>0.05</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>463,572.00</td>
<td>463,572.00</td>
<td>210,020.39</td>
<td></td>
<td>253,551.61</td>
<td>45.30%</td>
</tr>
</tbody>
</table>

### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classified Non-Instructional Salaries</td>
<td>219,200.00</td>
<td>216,400.00</td>
<td>62,660.45</td>
<td></td>
<td>153,739.55</td>
<td>28.96%</td>
</tr>
<tr>
<td>Classified Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Salaries</td>
<td>219,200.00</td>
<td>216,400.00</td>
<td>62,660.45</td>
<td></td>
<td>-</td>
<td>28.96%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>54,356.00</td>
<td>54,356.00</td>
<td>12,266.34</td>
<td></td>
<td>42,089.66</td>
<td>22.57%</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>31,200.00</td>
<td>29,200.00</td>
<td>11,286.62</td>
<td>1,774.49</td>
<td>16,138.89</td>
<td>38.65%</td>
</tr>
<tr>
<td>Travel and Conference Expense</td>
<td>2,350.00</td>
<td>6,950.00</td>
<td>3,005.85</td>
<td></td>
<td>3,944.15</td>
<td>43.25%</td>
</tr>
<tr>
<td>Dues and Memberships</td>
<td>1,050.00</td>
<td>1,050.00</td>
<td>-</td>
<td></td>
<td>1,050.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Utilities and Housekeeping</td>
<td>1,300.00</td>
<td>1,300.00</td>
<td>-</td>
<td></td>
<td>1,300.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Maintenance, Repairs and Rentals</td>
<td>4,300.00</td>
<td>4,300.00</td>
<td>-</td>
<td></td>
<td>4,300.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>69,816.00</td>
<td>69,816.00</td>
<td>1,669.99</td>
<td>476.38</td>
<td>67,899.63</td>
<td>2.39%</td>
</tr>
<tr>
<td>New Equipment</td>
<td>200.00</td>
<td>49.78</td>
<td>-</td>
<td></td>
<td>150.22</td>
<td>0.00%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>80,000.00</td>
<td>80,000.00</td>
<td>-</td>
<td></td>
<td>80,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>463,572.00</td>
<td>463,572.00</td>
<td>90,939.03</td>
<td>2,250.87</td>
<td>216,642.55</td>
<td>19.62%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>463,572.00</td>
<td>463,572.00</td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>
Santa Clarita Community College District  
Financial Report  
For The Period Ending  
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**Fund 69 - Internal Services-Retiree Benefits**

<table>
<thead>
<tr>
<th>Resources</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuats</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>55,000.00</td>
<td>55,000.00</td>
<td>-</td>
<td>-</td>
<td>55,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>483,735.00</td>
<td>483,735.00</td>
<td>-</td>
<td>-</td>
<td>483,735.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Income</td>
<td>538,735.00</td>
<td>538,735.00</td>
<td>-</td>
<td>-</td>
<td>538,735.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>2,395,740.00</td>
<td>2,395,740.00</td>
<td>2,395,739.84</td>
<td>-</td>
<td>0.16</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Resources</td>
<td>2,934,475.00</td>
<td>2,934,475.00</td>
<td>2,395,739.84</td>
<td>-</td>
<td>538,735.16</td>
<td>81.64%</td>
</tr>
</tbody>
</table>

**Expenditures and Fund Balance**

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuats</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Benefits</td>
<td>213,661.00</td>
<td>213,661.00</td>
<td>58,856.79</td>
<td>-</td>
<td>154,804.21</td>
<td>27.55%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>2,720,814.00</td>
<td>2,720,814.00</td>
<td>-</td>
<td>-</td>
<td>2,720,814.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>2,934,475.00</td>
<td>2,934,475.00</td>
<td>58,856.79</td>
<td>-</td>
<td>2,875,618.21</td>
<td>2.01%</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures and Ending Fund Balance</td>
<td>2,934,475.00</td>
<td>2,934,475.00</td>
<td></td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>
Santa Clarita Community College District  
Financial Report  
For The Period Ending  
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Fund 72 - Student Representation Fee Trust Fund

<table>
<thead>
<tr>
<th>Resources</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>43,900.00</td>
<td>43,900.00</td>
<td>23,224.20</td>
<td>-</td>
<td>20,675.80</td>
<td>52.90%</td>
</tr>
<tr>
<td>Total Income</td>
<td>43,900.00</td>
<td>43,900.00</td>
<td>23,224.20</td>
<td>-</td>
<td>20,675.80</td>
<td>52.90%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>136,996.00</td>
<td>136,996.00</td>
<td>136,995.74</td>
<td>-</td>
<td>0.26</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Resources</td>
<td>180,896.00</td>
<td>180,896.00</td>
<td>160,219.94</td>
<td>-</td>
<td>20,676.06</td>
<td>88.57%</td>
</tr>
</tbody>
</table>

Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Expenditure Type</th>
<th>Quantity</th>
<th>Amount</th>
<th>YTD Actual</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies and Materials</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>-</td>
<td>-</td>
<td>1,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Contracts for Personal Services</td>
<td>5,500.00</td>
<td>500.00</td>
<td>-</td>
<td>-</td>
<td>500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Travel and Conference Expense</td>
<td>35,000.00</td>
<td>25,000.00</td>
<td>9,002.25</td>
<td>-</td>
<td>15,997.75</td>
<td>36.01%</td>
</tr>
<tr>
<td>Dues and Memberships</td>
<td>500.00</td>
<td>500.00</td>
<td>-</td>
<td>-</td>
<td>500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Maintenance, Repairs and Rentals</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>25,000.00</td>
<td>10,000.00</td>
<td>-</td>
<td>-</td>
<td>10,000.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>-</td>
<td>-</td>
<td>7,840.00</td>
<td>-</td>
<td>2,160.00</td>
<td>78.40%</td>
</tr>
<tr>
<td>New Equipment</td>
<td>5,000.00</td>
<td>25,000.00</td>
<td>2,342.08</td>
<td>19,265.33</td>
<td>3,392.59</td>
<td>9.37%</td>
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<tr>
<td>Interfund Transfers</td>
<td>1,800.00</td>
<td>1,800.00</td>
<td>-</td>
<td>-</td>
<td>1,800.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>107,096.00</td>
<td>107,096.00</td>
<td>-</td>
<td>-</td>
<td>107,096.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>180,896.00</td>
<td>180,896.00</td>
<td>19,184.33</td>
<td>19,265.33</td>
<td>142,446.34</td>
<td>10.61%</td>
</tr>
</tbody>
</table>

Ending Fund Balance

| Ending Fund Balance | - | - |

Total Expenditures and Ending Fund Balance:  

| Total Expenditures and Ending Fund Balance | 180,896.00 | 180,896.00 | n/a | n/a |
### Fund 74 - Financial Aid

#### Resources

<table>
<thead>
<tr>
<th>Source</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Revenues</td>
<td>6,110,054.00</td>
<td>6,110,054.00</td>
<td>3,717,225.00</td>
<td>-</td>
<td>2,392,829.00</td>
<td>60.84%</td>
</tr>
<tr>
<td>State Revenues</td>
<td>360,000.00</td>
<td>360,000.00</td>
<td>196,272.00</td>
<td>-</td>
<td>163,728.00</td>
<td>54.52%</td>
</tr>
<tr>
<td>Local Revenues</td>
<td>1,500.00</td>
<td>1,500.00</td>
<td>-</td>
<td>-</td>
<td>1,500.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>36,685.00</td>
<td>36,685.00</td>
<td>-</td>
<td>-</td>
<td>36,685.00</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>6,508,239.00</td>
<td>6,508,239.00</td>
<td>3,913,497.00</td>
<td>-</td>
<td>2,594,742.00</td>
<td>60.13%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>19,425.00</td>
<td>19,425.00</td>
<td>19,424.64</td>
<td>-</td>
<td>0.36</td>
<td>100.00%</td>
</tr>
<tr>
<td>Adjustments to Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Resources</strong></td>
<td>6,527,664.00</td>
<td>6,527,664.00</td>
<td>3,932,921.64</td>
<td>-</td>
<td>2,594,742.36</td>
<td>60.25%</td>
</tr>
</tbody>
</table>

#### Expenditures and Fund Balance

<table>
<thead>
<tr>
<th>Category</th>
<th>Adopted Budget</th>
<th>Current Budget</th>
<th>YTD Actuals</th>
<th>Encumbrances</th>
<th>Balance</th>
<th>% of Budget Received/Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Expenses</td>
<td>20,925.00</td>
<td>20,925.00</td>
<td>-</td>
<td>-</td>
<td>20,925.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>6,506,739.00</td>
<td>6,506,739.00</td>
<td>3,930,148.00</td>
<td>-</td>
<td>2,576,591.00</td>
<td>60.40%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>6,527,664.00</td>
<td>6,527,664.00</td>
<td>3,930,148.00</td>
<td>-</td>
<td>2,597,516.00</td>
<td>60.21%</td>
</tr>
</tbody>
</table>

| Ending Fund Balance             | -              | -              | -           | -            |         |                           |
| **Total Expenditures and Ending Fund Balance** | 6,527,664.00 | 6,527,664.00 | n/a         | n/a          |         |                           |
### Adopted Revenue Budget

<table>
<thead>
<tr>
<th>Additional Changes to Budget</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARRA Revenue used to backfill IDRC Metal Fabrication Grant cut</td>
<td>12,052.00</td>
</tr>
<tr>
<td>ARRA Revenue used to backfill Emerging Technology Grant cut</td>
<td>12,433.00</td>
</tr>
<tr>
<td>ARRA Revenue used to backfill Middle College High School Grant cut</td>
<td>8,621.00</td>
</tr>
<tr>
<td>ARRA Revenue used to backfill EOPS Categorical cut</td>
<td>31,095.00</td>
</tr>
<tr>
<td>ARRA Revenue used to backfill CARE Categorical cut</td>
<td>3,399.00</td>
</tr>
<tr>
<td>ARRA Revenue used to backfill Staff Diversity Categorical cut</td>
<td>1,456.00</td>
</tr>
<tr>
<td>ARRA Revenue used to backfill SSOC State Match Grant cut</td>
<td>2,597.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Revenue for Book of the Year Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Revenue for Oral Histories Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Revenue for Domestic Violence Awareness Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Revenue for Native Amer. Heritage Month Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Increased revenue from AGS to reimburse District for AGS funded staff</td>
<td>12,537.00</td>
</tr>
<tr>
<td>Set up Indirect Support Revenue for Open Educational Resources Grant</td>
<td>70,731.00</td>
</tr>
</tbody>
</table>

**Subtotal of Additional Changes**

159,524.00

**Total Changes YTD**

159,524.00

### Current Revenue Budget - as of 10/31/09

78,702,455.00

---

### Adopted Expenditure Budget

<table>
<thead>
<tr>
<th>Additional Changes to Budget</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARRA Expenses used to backfill IDRC Metal Fabrication Grant cut</td>
<td>12,052.00</td>
</tr>
<tr>
<td>ARRA Expenses used to backfill Emerging Technology Grant cut</td>
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<tr>
<td>ARRA Expenses used to backfill SSOC State Match Grant cut</td>
<td>2,597.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Expenses for Book of the Year Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Expenses for Oral Histories Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Expenses for Domestic Violence Awareness Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>COC Foundation Mini Grant Expenses for Native Amer. Heritage Month Project</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Increased expenses for AGS funded staff due to reclassifications/reorganization</td>
<td>12,537.00</td>
</tr>
<tr>
<td>Set up Indirect Support Expense for Open Educational Resources Grant</td>
<td>70,731.00</td>
</tr>
</tbody>
</table>

**Subtotal of Additional Changes**

159,524.00

**Total Changes YTD**

159,524.00

### Current Expenditure Budget - as of 10/31/09

89,651,218.00

---

### Adopted Contingency Reserve Budget

6,800,660.00

**YTD Entries to Contingency reported through 9/30/09:**

- **Increasing contingency due to Indirect Support on new Open Educational Resources Grant**

**Subtotal of Additional Changes**

70,731.00

**Total Changes YTD**

70,731.00

### Current Contingency Reserve Budget - as of 10/31/09

6,871,391.00
YTD Changes to Adopted Budget 2009-2010
Fund 12 - General Restricted Fund

"Attachment B"

**Adopted Revenue Budget**

13,621,200.00

YTD Changes to revenue budget reported through 9/30/09:

0.00

Additional Changes to Budget:

- Establish Revenue Budget for new Open Educational Resources grant 298,897.00
- Reduced Staff Diversity Categorical funding to reflect updated allocation amount (2,481.00)
- Reduced EOPS Categorical funding to reflect updated allocation amount (20,755.00)
- Reduced CARE Categorical funding to reflect updated allocation amount (2,337.00)
- Increased IDRC Metal Fabrication Welding grant funding to reflect updated allocation amount 53,592.00
- Increased SBDC State Matching grant funding to reflect updated allocation amount (2010) 4,240.00
- Increased SBDC State Matching grant funding to reflect updated allocation amount (2009) 1,641.00
- Established Revenue Budget for Closed Captioning Grant roll-over funds 135,065.35
- Establish Revenue Budget for new K-12 Arts Education grant 57,000.00
- Establish Revenue Budget for new ArtStart Grant 2,000.00
- Reverse Revenue Budget for FWS match (Match moved to fund 11 per Chancellor's Office) (45,524.00)

Subtotal of Additional Changes 481,338.35

Total Changes YTD 481,338.35

**Current Revenue Budget - as of 10/31/09**

14,102,538.35

**Adopted Expenditure Budget**

14,859,955.00

YTD Changes to expenditure budget reported through 9/30/09:

0.00

Additional Changes to Budget:

- Establish Expense Budget for new Open Educational Resources grant 298,897.00
- Reduced Staff Diversity Categorical expenses to reflect updated allocation amount (2,481.00)
- Reduced EOPS Categorical expenses to reflect updated allocation amount (20,755.00)
- Reduced CARE Categorical expenses to reflect updated allocation amount (2,337.00)
- Increased IDRC Metal Fabrication Welding grant expenses to reflect updated allocation amount 53,592.00
- Increased SBDC State Matching grant expenses to reflect updated allocation amount 5,881.00
- Established Expense Budget for Closed Captioning Grant roll-over funds 135,065.35
- Establish Expense Budget for new K-12 Arts Education grant 57,000.00
- Establish Expense Budget for new ArtStart Grant 2,000.00
- Reverse Expense Budget for FWS match (Match moved to fund 11 per Chancellor's Office) (45,524.00)

Subtotal of Additional Changes 481,338.35

Total Changes YTD 481,338.35

**Current Expenditure Budget - as of 10/31/09**

15,341,293.35

**Adopted Contingency Reserve Budget**

4,745.00

YTD Entries to Contingency reported through 9/30/09:

0.00

Additional Entries to distribute contingency to expenditure line items or increase contingency:

None 0.00

Subtotal of Additional Changes 0.00

Total Changes YTD 0.00

**Current Contingency Reserve Budget - as of 10/31/09**

4,745.00
**YTD Changes to Adopted Budget 2009-2010**  
Fund 43 - Capital Improvement Projects

**Full Agenda Book - Page 181**

**Adopted Revenue Budget**

- YTD Changes to revenue budget reported through 9/30/09: 0.00
- Additional Changes to Budget:
  - Establish Revenue Budget for UC Capital Campaign funds recd. from COC Foundation: 160,000.00
  - Increase Revenue Budget for Hart Initiated change orders for UC Construction Project: 12,568.50

  **Subtotal of Additional Changes**: 172,568.50

  **Total Changes YTD**: 172,568.50

**Current Revenue Budget - as of 10/31/09**

- 251,875.50

**Adopted Expenditure Budget**

- YTD Changes to expenditure budget reported through 9/30/09: 0.00
- Additional Changes to Budget:
  - Establish Expense Budget for UC Construction due to COC Foundation Addl. Funds: 160,000.00
  - Increase Expense Budget for Hart District Funded UC Construction due to change order: 12,568.50

  **Subtotal of Additional Changes**: 172,568.50

  **Total Changes YTD**: 172,568.50

**Current Expenditure Budget - as of 10/31/09**

- 11,681,285.50

**Adopted Contingency Reserve Budget**

- YTD Entries to Contingency reported through 9/30/09: 0.00
- Additional Entries to distribute contingency to expenditure line items or increase contingency:
  - None: 0.00

  **Subtotal of Additional Changes**: 0.00

  **Total Changes YTD**: 0.00

**Current Contingency Reserve Budget - as of 10/31/09**

- 0.00
### Approval of Contract for the Del Valle Regional Training Center for Construction Management Services

**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 Construction Management Services with Lundgren Management Corp. (Valencia, CA) for this project in the amount of $135,000. Copies of the contract have been distributed under separate cover and are available upon request.

**Fiscal Implications:**
Funds for this contract in the amount of $135,000 in the form of 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 for Construction Management Services as noted above.

Submitted by:                Approval for submission to Board of Trustees:

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

Recommended by:

*[Signature]*

FULL AGENDA BOOK - PAGE 182
THIS CONSTRUCTION MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of December in the year 2009, between SANTA CLARITA COMMUNITY COLLEGE DISTRICT, hereinafter called "District," and LUNDGREN MANAGEMENT, 27220 Turnberry Lane, Suite 150, Santa Clarita, CA 91355, hereinafter called the "Construction Manager" for the following described project (the "Project"):  

Del Valle Regional Training Center  
Freeway Prop, Burn Tower Prop and Classroom Project  

The architect for the Project (the "Architect") is: J.C. Chang.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Construction Manager hereby agree as follows:
TERMS AND CONDITIONS OF
CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND LUNDGREN
MANAGEMENT

ARTICLE 1

CONSTRUCTION MANAGER'S SERVICES & RESPONSIBILITIES

The Construction Manager agrees to further the interests of the District by furnishing
the Construction Manager's skill and judgment in cooperation with, and reliance upon, the services
of the Architect assigned to the Project. The Construction Manager agrees to furnish business and
construction administration and management services and to perform its services hereunder in an
expeditious and economical manner consistent with the interests of the District.

1.1 Basic Services. The Construction Manager's "Basic Services" consist of
performing the duties enumerated below in the two Project phases described below. The Basic
Services shall also include responsibility for fulfilling the duties described under Article 17 (General
Conditions); provided that, in accordance with Articles 6 and the 17 hereof, the District shall
compensate the Construction Manager for such General Conditions at the rate of 100% of the actual
cost of such General Conditions to the Construction Manager.

1.2 Construction Phase. The "Construction Phase" of the Project will commence
with the award of the initial construction contract and will end sixty (60) days after acceptance of
the Project by the District, as indicated by the recording of the Notice of Completion with the Los
Angeles County Recorder; provided that, the Construction Manager shall continue to be subject to,
and shall faithfully discharge, certain Construction Phase services of the Construction Manager, as
set forth in this Agreement, which extend beyond the expiration of the said sixty (60) day period.

1.2.1 The Construction Manager, in cooperation with the Architect, shall provide
administration of the contracts for construction as set forth below and as provided in the General
Conditions of such contract(s) for construction.

1.2.2 Provide administrative, management and related services as required to
coordinate work of the contractors with each other and with the activities and responsibilities of the
Construction Manager, the District and Architect, to complete the Project in accordance with the
District objectives for cost, time and quality. Provide sufficient organization, personnel and
management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct pre-construction, construction and progress
meetings to discuss such matters as procedures, progress problems, and scheduling. Prepare
and promptly distribute minutes of meetings and prepare pre-meeting agenda if needed. Construction
Manager will prepare and distribute Project status reports as requested by the
District and such other reports as may be required in connection with any State-funding.
1.2.2 Consistent with the Master Project Schedule issued with the bidding documents, and utilizing each contractor's construction schedules provided by the separate contractors, prepare and update the Master Project Schedule incorporating the activities of the contractors on the Project, including activity sequence and duration, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. Include the District's occupancy requirements, showing and scheduling portions of the Project having occupancy priority. Update and reissue the Master Project Schedule as required to show current conditions and revisions required by actual experience. If requested by the District, Construction Manager shall assist the contractor(s) in preparing a recovery schedule. Such recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken by the contractor(s) to recapture lost time and will be distributed to the contractor(s), District, Architect and other appropriate parties.

1.2.3 Endeavor to achieve satisfactory performance from each of the contractors. Recommend courses of action to the District when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.

1.2.4 Keep (and provide the District, Architect, construction contractors and others with access to) one copy of all plans, drawings, specifications and other Contract Documents for the Project, including, without limitation, addenda, change orders, Title 24 of the California Code of Regulations, the most recent edition of the California Building Code, and the prevailing wage rate tables, which are all part of the Contract Documents, on the Project site at all times during the progress of the Project.

1.2.5 Assume primary responsibility for maintaining and up-keeping, and causing each construction contractor to maintain and keep, all areas of the Project site free from flying debris.

1.2.6 Assume primary responsibility for the installation, or for requiring the installation by all construction contractors, of noise reducing devices on construction equipment, and require that all construction contractors comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities (and monitor and enforce such compliance).

1.2.3 Review and reconcile each contractor's schedule of values. Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and financial forecasts as needed by the District.

1.2.3.1 Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates.
1.2.3.2 Maintain cost accounting records on authorized work performed under unit pricing costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.2.3.3 Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, implement change order procedures, review requests for changes, assist in negotiating contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and contractor's signatures and District authorization. If requested by the District, the Construction Manager will analyze claims for extension of time, prepare estimates based upon alleged cause of claims. When appropriate, the Construction Manager will advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance. The Construction Manager shall prepare and distribute change order reports on a monthly basis, or as required, throughout the Construction Phase. Such reports will provide information pertaining to proposed and executed change orders and their effect on the Construction Cost and Master Project Schedule.

1.2.3.4 Develop and implement procedures for the review and processing of applications for payment by contractors for progress and final payments. Make recommendations and provide advice to the Architect for certification to the District for payment.

1.2.4 Ensure that safety programs are developed by each of the contractors as required by the Contract Documents and that same are submitted to the District for review and approval. Take all necessary precautions for the safety of its employees, all construction contractors and others on the Project site and comply with all applicable safety laws and building codes to prevent accidents or injuries to persons on, about or adjacent to the Project site. Erect and install (or cause the construction contractors to erect and install) all necessary safeguards, signs, barriers, lights for protection of workers and the public, and post (or cause the construction contractors to post) danger signs warning against hazards created by such features in the course of construction. Designate a responsible member of its organization on the Project whose duty shall be prevention of accidents. Provide and maintain at the Project site first-aid supplies for minor injuries.

1.2.5 Assist in obtaining building permits and special permits (if needed in the jurisdiction) for permanent improvements, excluding permits required to be obtained directly by the various contractors. Verify that the District has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project.

1.2.6 If required by the Project, assist the District in selecting and retaining the professional services of surveyors, special consultants, the Inspector of Record (IOR) and materials testing laboratories. Coordinate their services.

1.2.7 Determine in general that the work of each contractor is being performed in
accordance with the requirements of the Contract Documents. Endeavor to guard the District against defects and deficiencies in the work. As appropriate, require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing of work not in accordance with the provisions of the Contract Documents, whether or not such work is then fabricated, installed or completed. Inform the Architect and the Inspector of Record of work which the Construction Manager believes to not conform to the requirements of the Contract Documents and should be rejected by the Architect or the District.

1.2.7.1 The Construction Manager shall be responsible for the construction means, methods, techniques, sequences and procedures employed on the Project, but shall not be responsible for the failure of any contractor to carry out the work in accordance with the Contract Documents. The CM shall be responsible for notifying the District of such failure(s); if the CM fails to so notify the District of such Contract performance deficiencies, the District shall not be responsible for delays caused therein.

1.2.8 The Construction Manager shall consult with and advise the Architect and the District if any contractor requests interpretations of the meaning and intent of the drawings and/or the specifications for the Project, and shall assist in the resolution of questions which may arise. It is the responsibility of the CM to notify the District in writing if any of the District’s consultants and/or agents are not responding timely to requests, to the point of delaying the planned construction progress. If the CM fails to so notify the District of such untimely delays, the District shall not be responsible for delays caused therein.

1.2.9 The Construction Manager shall receive certificates of insurance from the contractors and, when received, shall forward them to the District with a copy to the Architect combined with advice as to the sufficiency of coverage.

1.2.10 The Construction Manager will establish and implement procedures for submittals, change orders and other such procedures and maintain logs, files and other necessary documentation relating thereto. The Construction Manager shall receive from the contractors and shall review all shop drawings, product data, samples and other submittals and provide advice thereon. He shall coordinate them with information contained in related documents and shall transmit them (together with the Construction Manager’s comments thereto) to the Architect for review. The Construction Manager may, in his discretion, refuse to process those submittals not prepared in accordance with the terms of the applicable Contract Documents, and shall return them to the contractors for revision and resubmission at a later time. In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and the approval of shop drawings, product data, samples and other submittals. He shall maintain logs, files and other necessary records and documentation for the District's behalf. If at any time the Contractors submittals impair the ability to maintain the timely completion of the project, the CM shall immediately notify the District; if not so notified, the District shall not be responsible for delays caused therein.

1.2.10.1 Assist the District, Architect and Inspector of Record in monitoring the certified payroll for the entire Project.
1.2.10.2 Immediately upon the District’s and Architect’s approval of completion of the Project, and in addition to any additional submittals required by this Agreement, collect and submit the following close-out documentation to the District:

a. Operations and maintenance data for equipment as required by the Contract Documents for the Project (including, without limitation, three (3) complete sets of manuals containing manufacturers’ instructions on the operation of each item and apparatus furnished under such Contract Documents);

b. Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings, the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs, and such other information as the District, Architect or Inspector may reasonably request from time to time;

c. Warranties and bonds for equipment put into service;

d. Keys;

e. Tools, spare parts and maintenance materials;

f. A list of all construction contractors, vendors and materialmen of every tier providing services, equipment and/or materials in connection with the Project, in a formal, adequately bound, catalogued form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays; and

g. All guarantees and warranties from all construction contractors as required by the Contract Documents for the Project.

1.2.11 The Construction Manager shall observe and record the progress of the Project. Submit written progress reports to the District and to the Architect, including information on each contractor and each contractor's work, as well as the entire Project, showing percentages of completion and the dollar number and amounts of change orders. Ensure that the Inspector of Record maintains a daily log containing a record of weather conditions, contractors present at the Project site, work done on the site, numbers of workers by trade, work accomplished, deliveries made, problems encountered, visitors to the site, and other similar relevant data as the District may require. Ensure the Inspector of Record's daily log is available for use and review by the District and the Architect. Use reasonable diligence to discover work performed by contractor(s) that is not in compliance with the Contract Documents.
1.2.11.1 Maintain at the Project site, on a current basis: a copy of all Contract Documents and other contracts relating to the Project, including, without limitation, plans, drawings, specifications, addenda, change orders and other modifications thereto, in good order and marked by the building contractor (and regularly checked by the Inspector) to record all changes made during construction. In addition, maintain shop drawings, product data, submittals, purchases, materials, equipment, applicable handbooks, maintenance & operating manuals and instructions; other related documents and revisions which arise out of the layout lines, elevations at the bottoms of footings, floor levels and key site elevations certified by each contractor's on-site subcontractors or personnel. Make all records available to the Architect for his/her periodic visits to the site and to District personnel if requested. At the completion of the Project, deliver all such records to the District and make those portions of such records available to the contractors and Architect in connection with the completion of as-built drawings.

1.2.12 Arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project.

1.2.13 With the District maintenance personnel and the Architect, observe each contractor's check-out of utilities, operational systems and equipment for readiness and assist in equipment initial start-up and testing.

1.2.14 When the Construction Manager considers each contractor's work, or a designated portion thereof substantially complete, the Construction Manager shall furnish to the Architect a list of incomplete or unsatisfactory items (based in part upon the final inspection conducted by the Inspector of Record and deputy inspectors) and a recovery schedule for their revision and/or completion. The Construction Manager shall assist the Architect and the Inspector of Record in conducting close-out inspections.

1.2.15 Assist the Architect and the District in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect a summary of the status of the work of each contractor, listing changes in the previously issued certificates of substantial completion of the work and recommending the times within which contractors shall complete uncompleted items. Make recommendations to the District, the Architect and the Inspector of Record in instances when the Construction Manager observes work that, in his opinion, is defective, missing or not in conformance with the Contract Documents.

1.2.16 Following the Architect's issuance of a certificate of substantial completion for the Project or designated portion thereof, evaluate the completion of the work of the contractor(s) and make recommendations to the Architect when work is ready for final inspection. Assist the Architect and Inspector of Record in conducting final inspections and assist in and take primary responsibility for the preparation of as-built drawings. Secure, review, approve and transmit to the District the required guarantees, affidavits, releases, bonds and waivers.

1.2.17 Assist the District in obtaining an occupancy permit, which may encompass accompanying government officials during inspections of the Project, assisting in preparing and
submitting proper documentation to the appropriate agencies and assisting in final testing and other such activities. At conclusion of the Project, Construction Manager shall prepare final project, accounting and close-out reports as reasonably required by the District.

1.2.18 Assist the District with warranty problem resolution and other claims against any contractor(s) for defective work or performance after completion of the construction.

1.3 Additional Services. The following "Additional Services" shall be performed upon authorization in writing from the District and shall be paid for as provided in this Agreement.

1.3.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment.

1.3.2 Services related to District-furnished furniture, furnishings and equipment which are not a part of the Project.

1.3.3 Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such work.

1.3.4 Services made necessary by the default of a contractor.

1.3.5 Preparing to serve, or serving, as an expert witness in connection with any public or other legal proceeding; provided, however, that preparing or serving as a fact witness for the District in any legal proceeding involving the Project or rendering testimony necessary to secure governmental approvals for the Project will not constitute an additional service hereunder.

1.3.6 Recruiting or training maintenance personnel.

1.3.7 Inspections of, and services related to, the Project after the end of the Construction Phase, not included in the scope of this Agreement; except that the Construction Manager shall assist the District, as a Basic Service hereunder, with all warranty claims during the warranty period and all claims relating to defective work or deficient performance by the contractor(s) under the Contract Documents after completion of construction.

1.3.8 Providing any other services not otherwise included in this Agreement.

1.4 Changes in Construction Manager's Services.

1.4.1 The District, without invalidating this Agreement, may make changes in the Construction Manager's required services under this Agreement. The Construction Manager will notify the District of any such changes that increase or decrease the Construction Manager's compensation hereunder within fifteen (15) days after the Construction Manager first obtains knowledge of the change.

1.4.2 If the scope of the Construction Manager's services hereunder are changed,
the Construction Manager's compensation shall be equitably adjusted. A written proposal indicating the change in compensation for a change in services shall be given by the Construction Manager to the District within fifteen (15) days after the Construction Manager first obtains knowledge of the change. Failure to deliver such written proposal to the District within such fifteen (15) day period shall be deemed a waiver by the Construction Manager of its right to a change in compensation for such event. The amount of the change in compensation to be paid shall be determined on the basis of the Construction Manager's reasonable cost and a customary and reasonable adjustment in the Construction Manager's fee consistent with the provisions of Article 16 hereof.

1.5  **Time.**

1.5.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care, safety standards commonly observed, and the orderly progress of the Project and so as not to cause any delay to the progress of the Project.

1.5.2 **Time is of the essence in the performance of this Agreement.** If the progress of the Project is at any time delayed as a result of any act or omission of any of the Construction Manager Parties (as defined in Article 17) (each such delay, a “Construction Manager Delay”), then the Construction Manager shall be liable for, and shall pay to the District, the actual damages incurred by the District as a result of such Construction Manager Delay. The District may deduct actual damages described in this Subparagraph 1.6.2 from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any such delay damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the District upon accrual of the same, together with interest thereon from the date such damages began to accrue until paid at the rate of interest set forth in Paragraph 9.3 hereof.

1.5.3 If the Project is delayed due solely to the acts or omissions of the District or any of its agents or employees and such delay is unreasonable under the circumstances and was not contemplated by the parties at the time of contracting and the CM has otherwise met the obligations contained in this Agreement (each such delay, a “District Delay”), then the Construction Manager shall be entitled to an appropriate adjustment to the Construction Manager’s compensation hereunder to account for the additional costs actually incurred by the Construction Manager as a result of such District Delay. The Construction Manager shall have no right to any additional compensation as a result of (or due to) any delays in the completion of the Project other than District Delays.

**ARTICLE 2**

**THE DISTRICT'S RESPONSIBILITIES**

2.1 The District shall provide full information regarding the requirements of the Project, which shall set forth the District (and State, if applicable) objectives, constraints and criteria.

2.2 The District shall provide a budget for the Project.
2.3 The District shall designate a representative authorized to act in the District's behalf with respect to the Project. The District, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall retain an Architect whose services, duties and responsibilities are described in an Agreement executed between the Architect and the District. The terms and conditions of the District-Architect agreement will be furnished to the Construction Manager upon request. Actions taken by the Architect as agent of the District shall be the acts of the District, and the Construction Manager shall not be responsible for them.

2.5 The District shall, with the assistance of the Construction Manager and Architect, employ a qualified Inspector of Record, required deputy inspectors and testing & inspection laboratories who shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The District shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the District may require to verify the Project applications for payment.

2.7 The District shall furnish the Construction Manager a sufficient quantity of Contract Documents at no expense to the Construction Manager.

2.8 The services, information and reports required by Paragraphs 2.1 through 2.7 above shall be furnished at the District's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.9 If the District observes or otherwise becomes aware of any fault or defect in the Project, or non-conformance with the Contract Documents, prompt written notice thereof shall be given by the District to the Construction Manager and to the Architect.

2.10 The District reserves the right to perform work related to the Project with the District's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the District if any such independent action will in any way delay or compromise the Construction Manager's ability to meet its responsibilities under this Agreement.

2.11 The District shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the work of the contractors.
ARTICLE 3

CONSTRUCTION COST

3.1 For purposes of this Agreement, "Construction Cost" shall be the total of the final contract sums of all of the separate construction contract(s) executed for the construction of the Project.

3.2 Construction Cost does not include the compensation of the Architect and the Architect's consultants and engineers, the cost of the land, rights-of-way, the inspection and testing fees, or other costs which are the responsibility of the District as provided in Paragraphs 2.3 through 2.7, inclusive.

3.3 A fixed limit has been established under Paragraph 2.2 of this Agreement by the Allowance for Construction. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Contract Documents to adjust the Construction Cost to the fixed limit.

3.4 If the fixed limit of Construction Cost is exceeded by the sum of the lowest figures from bona fide competitive bids, the District shall: (1) give written approval of an increase in such fixed limit; (2) authorize re-bidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost, or (4) terminate the Project and this Agreement in accordance with the terms hereof. In the case of Item (3) above, the Construction Manager, without additional compensation (unless the Architect, after notice from the Construction Manager to reduce the scope of the Project, failed to reduce the scope of the Project prior to bidding, in which case, the Construction Manager shall be entitled to additional reasonable compensation), shall cooperate with the District and Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4

CONSTRUCTION SUPPORT ACTIVITIES

4.1 Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual arrangements unless otherwise provided in Article 17, GENERAL CONDITIONS.
ARTICLE 5

PERSONNEL ASSIGNMENT

5.1 Construction Manager and Project Manager/Superintendent. Throughout all phases of the Project hereunder, the individual Construction Manager for the Project shall be Dale Lundgren (together with his permitted successors, the “Individual Construction Manager”) and the Project Manager/Superintendent for the Project shall be Greg Millsbaugh (together with his permitted successors, the “Project Manager/Superintendent”). So long as the Individual Construction Manager and Project Manager/Superintendent remain in the employ of the Construction Manager, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project as deemed necessary by the District in its reasonable discretion, without the prior written consent or instruction of the District. It is hereby expressly acknowledged and agreed that the District may, if reasonably necessary to assure the timely and proper completion of the Project in accordance with the plans, drawings and specifications therefore, require that the Individual Construction Manager and Project Manager/Superintendent be 100% committed to the Project and not be permitted to work on any other projects. Any violation of the terms and provisions of this Paragraph 5.1 shall constitute a material Default of the Construction Manager hereunder.

5.2 District Right to Remove Construction Manager and Project Manager/Superintendent. Notwithstanding the foregoing provisions of Paragraph 5.1, if any Individual Construction Manager or Project Manager/Superintendent proves not to be satisfactory to the District, upon written notice from the District to the Construction Manager, such person shall be promptly replaced by a person who is acceptable to the District in accordance with the procedures set forth below.

5.3 Selection of Replacement Construction Manager or Project Manager/Superintendent. Within five (5) business days after receipt of a notice from the District requesting the replacement of any Individual Construction Manager or Project Manager/Superintendent, or promptly following the discovery by the Construction Manager that any Individual Construction Manager or Project Manager/Superintendent is leaving the employ of the Construction Manager, as the case may be, the Construction Manager shall provide the District with the names of no fewer than three proposed replacements (together with each such person’s resume and other information regarding such person’s experience and qualifications). The District shall be permitted to interview each such proposed replacement, and the Construction Manager shall provide the District with any additional information regarding any such person’s qualifications and experience as the District may request. The District shall notify the Construction Manager of its selection by the delivery of written notice to the Construction Manager. The person selected by the District shall commence work on the Project no later than five (5) business days following the date that written notice of the District’s selection is received by the Construction Manager.
ARTICLE 6

PAYMENTS TO THE CONSTRUCTION MANAGER

6.1 Payments on Account of Basic Services.

6.1.1 Payments for Basic Services performed by the Construction Manager, together with payments for General Conditions, are due monthly upon presentation to the District of an invoice for such Basic Services and all invoices for General Conditions incurred during such month.

6.1.2 When Construction Manager's compensation is based or "capped" on a percentage of the total of the contract sums of all construction contracts executed in connection with the Project, and any portion or sub-portion of the overall Project is deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent Basic Services are actually performed on such portions, based upon the lowest figures from bonafide bids or negotiated proposals. The fee for Basic Services shall not be adjusted and no additional fees shall be payable to Construction Manager in connection with Basic Services relating to change orders after the initial execution of the construction contracts beyond any amounts that may become payable for Additional Services as provided in this Agreement.

6.1.3 As a condition to any payment hereunder, the Construction Manager shall submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Construction Manager and all subcontractors, consultants and other persons retained by the Construction Manager in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending payment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 3262) from the Construction Manager and all subcontractors, consultants and other persons retained by the Construction Manager in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous payments made by the District, and (iii) any other items that the Construction Manager may be required to collect and distribute to the District pursuant to the terms and provisions of this Agreement. Construction Manager shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Construction Manager in connection with the Project no later than ten (10) days after Construction Manager's receipt of payment from the District.

6.2 Payment on Account of Additional Services. Payments on account of the Construction Manager's Additional Services shall be made monthly concurrently with the payments made for Basic Services upon presentation of the Construction Manager's statement of Additional Services rendered or costs incurred but only for those Additional Services authorized in writing by the District.
6.3 **Payments Withheld.**

6.3.1 The District may at any time decline to pay the Construction Manager, or reduce or withhold any portion of a payment otherwise due the Construction Manager under this Agreement, if (a) any demands, claims, causes of action or suits (including personal injury or property damage claims) are filed with respect to the Construction Manager's services under this Agreement or the acts or omissions of the Construction Manager or any subcontractor, consultant or other person employed by the Construction Manager in connection with the Project that are not covered by insurance, (b) the District suffers or may suffer any loss, damage, liability, cost or expense as a result of the Construction Manager's deficient performance hereunder or as a result of the breach of its obligations under this Agreement (including, without limitation, any Construction Manager Delay), (c) the District expends any amounts hereunder (pursuant to any term or provision of this Agreement) on behalf of the Construction Manager that are reimbursable by the Construction Manager pursuant to the terms hereof and such amounts are not promptly reimbursed by the Construction Manager, or (d) the Construction Manager fails to make any proper payments to any subcontractors, consultants or other persons employed by Construction Manager in connection with the Project or any claims, liens or stop notices are filed against the Project or the District by any subcontractor, consultant or other person employed by the Construction Manager in connection with the Project. If the District elects to withhold payment from the Construction Manager hereunder, then the District will be permitted to withhold such amounts as the District may, in its reasonable discretion, deem necessary to protect it against any and all such claims, causes of action, suits, losses, damages, liabilities, costs or expenses (including, without limitation, actual damages resulting from a Construction Manager Delay).

6.3.2 **No Other Deductions.** No other deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in work, other than those provided for in this Article 6 above.

6.4 **Project Suspension or Abandonment.**

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three (3) consecutive months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the District of such suspension or abandonment, and for reasonable costs of termination and work in progress by the Construction Manager at such time. If the Project is resumed after being suspended for more than three (3) consecutive months, the Construction Manager's compensation shall be resumed in a similar manner (either hourly or pro-rated portion of a lump sum agreement based upon time remaining), and without payment for any services during the period of suspension.

6.4.2 If construction of the Project has started and is stopped for a material period of time by reason a District Delay, the District shall pay the Construction Manager actual damages as provided in Subparagraph 1.6.3 hereof. The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay, or sooner if feasible, for the remainder of the delay period as directed by the District and, during that period, the District shall, in lieu of and not in
addition to the actual damages described in Subparagraph 1.6.3, reimburse the Construction Manager only for the actual costs of such reduced staff and General Conditions during such delay. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

ARTICLE 7

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

Records of costs pertaining to General Conditions and additional services performed by the Construction Manager shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times. The Construction Manager shall, until three (3) years after completion of all of its services hereunder or the termination of this Agreement by the District, whichever occurs first, maintain and require each of its subcontractors, consultants, and any other persons employed by Construction Manager in connection with the Project to maintain, complete and correct books and records relating to all aspects of the Construction Manager's obligations hereunder, including, without limitation, accurate cost and accounting records specifically identifying the costs and obligations incurred by the Construction Manager and, after such completion of services or termination of this Agreement, the Construction Manager shall continue to make such books and records available to the District or its authorized representatives for review and audit at all such reasonable times as the District may from time to time require.

ARTICLE 8

DISPUTE RESOLUTION

8.1 Claims under $375,000.

8.1.1 Negotiation. If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy does not exceed $375,000, the party making any claim shall first serve upon the other party a detailed breakdown of the claim and the parties will then enter into negotiations in an effort to resolve the dispute. The parties shall negotiate in good faith for a period of not less than thirty (30) days before either party shall be permitted to file a demand for mediation or arbitration as provided below.

8.1.2 Mediation. If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy does not exceed $375,000, and the parties fail to resolve the dispute by negotiation pursuant to Paragraph 8.1.1 above, the parties agree to try in good faith to settle the dispute by mediation at College of the Canyons, 26455 Rockwell Canyon Rd, Santa Clarita, California, if at all possible, and otherwise in Los Angeles, California, under the American Arbitration Association ("AAA") Rules for the Construction Industry (including a mediation alternative) in effect on the date hereof before resorting to
arbitration or litigation. Within seven (7) days after the mediation demand from either party hereunder (which demand shall not be made prior to the expiration of the negotiation period described in Paragraph 8.1.1 above unless the parties mutually agree otherwise), a mediator shall be selected by the agreement of the parties. In the absence of such agreement within such seven (7) day period a mediator (who shall be an attorney with at least twelve (12) years of real estate law or development experience, including substantial construction experience) shall be selected pursuant to the AAA Rules.

8.1.3 Arbitration. If any dispute described in this Section 8.1 has not been resolved pursuant to the mediation procedures set forth above within sixty (60) days of the commencement of such procedure (which period may be extended by the mutual agreement of the parties), then the dispute shall be determined by binding arbitration in at College of the Canyons, 26455 Rockwell Canyon Rd, Santa Clarita, California, if at all possible, and otherwise in Los Angeles County, California, under the AAA Arbitration Rules for the Construction Industry in effect on the date hereof. Within seven (7) days after the arbitration demand from either party hereunder, an arbitrator shall be selected by agreement of the parties. In the absence of such agreement within such seven (7) day period, an arbitrator (who shall be an attorney with at least fifteen (15) years real estate law or development experience, including substantial construction experience) shall be selected pursuant to the AAA Rules. Whether a claim is covered by this Agreement, or whether the parties have the right to arbitrate a dispute shall be determined by the arbitrator. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to ensure a fair private hearing. The arbitrator shall not be bound by the rules of evidence or of civil procedure, and may limit live testimony and cross-examination to that necessary to ensure a fair private hearing on material issues. The arbitrator shall hold the hearing within sixty (60) days of the initial demand for arbitration, conclude the hearing within two (2) days thereafter and issue a written decision within fourteen (14) days after such conclusion of the arbitration hearing. These time limits are not jurisdictional, and the arbitrator may for good cause permit reasonable extensions or delays. The arbitrator shall apply the substantive law of the State of California and may award injunctive relief or any other remedy available from a judge, but shall not have the power to award attorneys fees, or costs to the prevailing party nor punitive damages.

8.2 Claims Equal to or in Excess of $375,000.

8.2.1 Negotiation. If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy equals or exceeds $375,000, the party making any claim shall first serve upon the other party a detailed breakdown of the claim and the parties will then enter into negotiations in an effort to resolve the dispute. The parties shall negotiate in good faith for a period of not less than thirty (30) days before either party shall be permitted to initiate formal judicial proceedings as provided below.

8.2.2 Litigation. If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy equals or exceeds $375,000, and the parties fail to resolve the dispute by negotiation pursuant to Paragraph 8.2.1 above, then the dispute shall be resolved by formal judicial proceedings brought in any State or Federal court of competent jurisdiction located in the County of Los Angeles, State of California, and by the
execution and delivery of this Agreement, each party hereto hereby accepts for itself, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts and waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

8.3 **Waiver.** The parties may mutually agree in writing to waive the requirements of any of the procedures set forth in Paragraphs 8.1 through 8.2 with respect to any particular dispute.

8.4 **Joinder.** NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE TERMS AND PROVISIONS OF PARAGRAPHS 8.1 THROUGH 8.3 ABOVE), EACH PARTY TO THIS AGREEMENT HEREBY CONSENTS TO THE JOINER OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES HEREUNDER IN ANY OTHER LEGAL ACTION OR PROCEEDING RELATING TO THE PROJECT, INCLUDING ANY MEDIATION, ARBITRATION OR LITIGATION PROCEEDINGS INVOLVING THE DISTRICT, THE ARCHITECT, ANY CONTRACTOR OR SUBCONTRACTOR, OR ANY OTHER CONSULTANTS WORKING ON THE PROJECT. IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED BY THE CONSTRUCTION MANAGER AND THE DISTRICT THAT A CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE RELATED TO VARIOUS CLAIMS AND/OR CAUSES OF ACTION INVOLVING OTHER PERSONS WORKING ON THE PROJECT (SUCH AS ANY CONTRACTOR OR SUBCONTRACTOR, THE ARCHITECT, OR ANY OTHER CONSULTANTS OF THE OWNER), THAT IT WOULD BE MOST EXPEDITIOUS AND EFFICIENT TO RESOLVE ALL CLAIMS IN A SINGLE PROCEEDING, AND THAT, IN ENTERING INTO THIS AGREEMENT, EACH PARTY IS RELYING UPON THE OTHER’S CONSENT AND AGREEMENT TO PERMIT ANY CLAIM OR CAUSE OF ACTION RELATING TO THE AGREEMENT OR THE SERVICES UNDER THIS AGREEMENT TO BE JOINED IN ANY SUCH PROCEEDING.

CONSTRUCTION
MANAGER’S INITIALS: ________

DISTRICT’S INITIALS: ________

8.5 **Continuing Performance.** Pending final resolution of any claim hereunder, unless otherwise provided by any term or provision of this Agreement or instructed by the District in writing, the Construction Manager shall proceed diligently with performance of the services required hereunder, and the District shall continue to make payment of all undisputed amounts in accordance with this Agreement.

**ARTICLE 9**

**DEFAULT; REMEDIES**

9.1 The following events shall constitute a default of the Construction Manager under this Agreement (each a "Default"): 
9.1.1 If the Construction Manager commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if the Construction Manager takes any equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to bankruptcy or insolvency;

9.1.2 If a petition is filed against the Construction Manager under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or if a petition is filed seeking any such equivalent or similar relief against the Construction Manager under any other Federal or State law in effect at the time relating to bankruptcy or insolvency and such petition or filing is not dismissed within 60 days after being filed;

9.1.3 If the Construction Manager makes a general assignment for the benefit of creditors;

9.1.4 If a trustee, receiver, custodian or agent of the Construction Manager is appointed under applicable law or under contract whose appointment of authority to take charge of property of the Construction Manager is for the purpose of general administration of such property for the benefit of the Construction Manager's creditors;

9.1.5 If the Construction Manager fails to perform any of its obligations hereunder or breaches any of its obligations hereunder (including, without limitation, Construction Manager Delays, the failure to properly administer the construction contracts and advise the District on change orders and applications for payment under the construction contract(s));

9.1.6 If, in the performance of services hereunder, the Construction Manager disregards or fails to comply with laws, ordinances, rules and regulations of any public body with jurisdiction;

9.1.7 If the Construction Manager admits in writing an inability to pay its debts generally as they become due; or

9.1.8 If the Construction Manager fails to timely pay any amounts due to subcontractors, consultants and other persons hired or retained by the Construction Manager in connection with the performance of its services under this Agreement.

9.2 If a Default occurs, then upon seven (7) days' prior written notice, the District may, in addition to its right to terminate this Agreement pursuant to Article 10 below, initiate and pursue against the Construction Manager any action at law or in equity (including, without limitation, an action for any losses or damages occurring to the District as a result of the Default). The District shall further have the right to cure any Default on behalf of and at the expense of the Construction Manager and to deduct any amounts so expended on behalf of Construction Manager from any amounts otherwise due to Construction Manager hereunder. All amounts expended by the District pursuant to the preceding sentence shall accrue interest from the date such amounts are so expended until they are reimbursed or paid to the Construction Manager at the rate of interest set forth in
Paragraph 9.3 below.

9.3 All amounts not paid when due by any party under this Agreement shall bear interest at the lesser of (x) the rate of ten percent (10%) per annum and (y) the maximum rate permitted by law.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon five (5) days written notice to the other should the other party default or fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of such a termination of the Construction Manager for cause, the District shall pay for all services performed to the termination date, but shall not be obligated to pay for Termination Expenses (as defined in Paragraph 10.4 below) or work in progress, and may offset its damages against amounts otherwise payable to the Construction Manager.

10.2 This Agreement may be terminated for convenience by the District at the District's discretion without regard to fault upon at least fifteen (15) days written notice from the District, calculated from the date such notice is served upon the Construction Manager in a manner permitted by law. When the Agreement is terminated for convenience, Termination Expenses shall be paid by the District.

10.3 In the event of termination not the fault of the Construction Manager (such as termination by the District for convenience), the Construction Manager shall be compensated for all services performed to the termination date together with all reasonable Termination Expenses. In the event the parties cannot agree as to reasonable Termination Expenses, the District shall tender a sum it believes fully compensates the Construction Manager for such termination. The Construction Manager shall either accept this sum in full and final settlement or shall initiate the dispute resolution procedures set forth in Article 8 with respect to this matter.

10.4 "Termination Expenses" are defined as costs directly attributed to ending the Agreement prior to completion of the Project for which the Construction Manager is not, or has not been, otherwise compensated, and include payment for work in progress at the time of notification, whether or not such work is fully complete, but do not include the Construction Manager's lost profits.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of California.
11.2 As between the parties to this Agreement and as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date of substantial completion of the Project, and as to any acts or failures to act occurring after the relevant date of substantial completion of the Project, not later than the date of issuance of the final project certificate for payment.

11.3 The District and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for any damages actually covered and paid by any property insurance during construction. The District and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

11.4 In the event that any dispute arises, it is agreed that each party shall bear its own attorneys fees and costs, except that each party shall pay one-half (50%) of the fees of the mediator, arbitrator, and any filing or administrative fees associated with mediation or arbitration.

11.5 Except for communications between the Construction Manager and the architects, contractors and their independent professional engineers, architects and other consultants and subcontractors incident to the completion of the Project, and except for publicity approved by the District in connection with filings and communications with governmental bodies having jurisdiction, and except as otherwise required by law or court order, the Construction Manager will keep all information concerning the Project and this Agreement confidential.

11.6 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, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.7 Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms and provisions hereof.

11.8 No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

11.9 While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not a partner, officer,
employee or agent of the District, and the District shall not be liable for any of the Construction Manager's acts, omissions, liabilities or other obligations as such.

**ARTICLE 12**

**SUCCESSORS AND ASSIGNS**

The District and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Construction Manager shall assign or transfer this Agreement, any interest therein, or any portion of any interest thereof, without the prior written consent of the other. As used herein, the term "transfer" shall include the transfer of more than 49% of the voting stock of a corporation or the transfer of more than 49% of the equity interest of a partnership, limited liability company, joint venture or other similar entity.

**ARTICLE 13**

**EXTENT OF AGREEMENT**

13.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager with respect to the subject matter hereof and supersedes any and all prior negotiations, representations or agreements, either written or oral, that may have existed, or do exist, between the parties. This Agreement may be amended only by written instrument clearly identified as an amendment to this Agreement and signed by both the District and the Construction Manager.

13.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the contractors, subcontractors, or material suppliers on the Project.
ARTICLE 14

INSURANCE

14.1 The Construction Manager shall purchase and maintain insurance for protection from claims under Workers or Workmen's Compensation claims in accordance with the applicable Workmen's Compensation Act (if required) offering coverage for workers on District property; claims for damages, because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Construction Manager is legally liable.

14.1.1 General Liability Insurance with a limit of liability not less than one million dollars ($1,000,000) insuring the Construction Manager and any officer, director, stockholder, employee, agent, subcontractor, consultant to or partner of the Construction Manager, and all other persons for whose acts the Construction Manager may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities described in this Agreement (which insurance shall remain in full force and effect, and shall be so certified to the District by the insurer, for a period of three (3) years after the termination of this Agreement and the completion of all of the Construction Manager's services hereunder).

14.1.2 Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate. The said policy shall cover claims for damages because of injury to person or destruction to property (including loss of use therefrom) from claims arising out of the Construction Manager's performance of this Agreement or otherwise caused by the negligent or intentional acts or omissions of the Construction Manager or any officer, director, stockholder, employee, agent, subcontractor, consultant to or partner of the Construction Manager, and shall include coverage for Contractual and Assumed Liability and Owned, Hired and Non-owned Automobiles Insurance.

14.1.3 Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect all persons contracted by the Construction Manager from claims under Workers' Compensation Acts which may arise from operations or performance of services under this Agreement, whether such operations or performance of services are by the Construction Manager or anyone directly or indirectly employed by the Construction Manager.

14.1.4 Such other insurance in such amounts as the District may deem advisable from time to time for protection against claims, liabilities and losses arising out of or in connection with the performance of the services provided for under this Agreement or the acts or omissions of Construction Manager or any officer, director, stockholder, employee, agent, subcontractor, consultant to or partner of the Construction Manager.
The insurance companies providing the insurance required under this Paragraph 14.1 shall be subject to the District's prior written approval, which shall not be unreasonably withheld or delayed.

14.2 The Construction Manager shall furnish to the District certificates of such insurance, signed by an authorized representative of the insurance carrier within five (5) business days after the execution of this Agreement, which shall be endorsed as follows:

"The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days' prior written notice by certified United States mail, return receipt requested, has been given to the Glendale Unified School District."

District reserves the right to require complete certified copies of the required insurance policies.

14.3 The Construction Manager in signing this Agreement hereby certifies, pursuant to Section 1861 of the California Labor Code, as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of services under this Agreement."

14.4 Failure to furnish and maintain the insurance and certificates or policies required hereunder may be considered a Default by the Construction Manager under this Agreement and District may pursue any of its remedies as provided in Articles 9 and 10 hereof. If the Construction Manager fails to purchase and maintain any insurance required under this Agreement, the District may, but shall not be obligated to, upon five (5) days' prior written notice to the Construction Manager, purchase such insurance on behalf of the Construction Manager and shall be entitled to be reimbursed by the Construction Manager promptly thereafter or to deduct the amount of such premiums from any amounts due Construction Manager hereunder. Any amounts expended by the District hereunder shall bear interest at the rate set forth in Paragraph 9.3 hereof from the date expended until repaid to the District.

14.5 The District and Construction Manager waive all rights against each other and against any contractors, design professionals, consultants, agents and employees of the other for damages during construction to the extent covered by any such insurance. The District and the Construction Manager shall each require similar waivers from their contractors, consultants and agents.
ARTICLE 15

HOLD HARMLESS

Each Party Manager hereby indemnifies, defends and holds harmless the other party, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses (including reasonable attorneys' fees and costs), that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of its employees, agents, subcontractors, independent contractors, consultants or other representatives.

ARTICLE 16

BASIS OF COMPENSATION

The District shall compensate the Construction Manager for the Basic Services and General Conditions provided hereunder, in accordance with Article 6. Payments to the Construction Manager, and the other terms and conditions of this Agreement, as follows: for Basic Services, $135,000 in installments starting July 2009 (in accordance with Exhibit B) and ending within sixty (60) days after the recordation of the Notice of Completion; for General Conditions, $135,000 in installments starting July 2009 (in accordance with Exhibit B and Exhibit C) and ending per terms stated in Exhibit B. The Contract is a lump-sum amount and is not subject to future adjustment; adjustments, if any, to the Basic Services and General Conditions, will be as mutually agreed per the terms stated in Exhibit B and elsewhere in this Agreement.

ARTICLE 17

GENERAL CONDITIONS

17.1 Description of General Conditions. General Conditions are defined as those generic support conditions which must be in place to support all construction aspects of the Project. The General Conditions to be provided by the Construction Manager in connection with the Project are listed attached (“Exhibit A”) to this Agreement, entitled “General Conditions”:

17.2 Payment for General Conditions. General Conditions shall be billed to the District per Exhibit “B.” Payment for General Conditions shall be invoiced by the Construction Manager, and paid by the District, monthly in accordance with the terms and provisions of Article 6.
ARTICLE 18

CONSTRUCTION MANAGER'S
REPRESENTATIONS, WARRANTIES AND COVENANTS

18.1 The Construction Manager hereby represents and warrants as follows:

18.1.1 Construction Manager is licensed and registered as a general contractor under the laws of the State of California;

18.1.2 Construction Manager possesses the necessary skills, experience, knowledge and technical and financial resources to undertake the performance of the services and obligations of the Construction Manager required herein; and

18.1.3 The personnel assigned and the agents, subcontractors and consultants employed or used by the Construction Manager in the performance of its obligations hereunder shall be of sufficient number and quality in all respects for such assignment, employment and use.

18.2 The Construction Manager hereby covenants and agrees as follows:

18.2.1 Construction Manager shall not issue any modifications, amendments or change orders to any general contract or other contract to which the District is a party unless the District executes such modification, assignment or change order, and Construction Manager shall not have the power to bind the District to any such modifications, amendments or changes;

18.2.2 Construction Manager shall not commit its personnel to, or engage in, any other projects during the term of this Agreement to the extent that such other projects may adversely affect the quality or efficiency of the services required to be performed by the Construction Manager in connection with this Agreement, or otherwise be detrimental to the carrying on and completion of its services required hereunder; and

18.2.3 Construction Manager shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

18.3 The Construction Manager understands that the District is not experienced in construction projects of the size and complexity contemplated in this Agreement, and understands that the District will rely on the Construction Manager's expertise, advice and guidance in connection with the completion of the Project covered by this Agreement.
ARTICLE 19

DRUG/SMOKE-FREE WORKPLACE

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Construction Manager be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Construction Manager to police and oversee its personnel on the Project. If the Construction Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Construction Manager at law and/or in equity.
INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AGREEMENT AS FOLLOWS:

FOR THE DISTRICT: SANTA CLARITA COMMUNITY COLLEGE DISTRICT

__________________________________________________________
Dr. Dianne G. Van Hook, Chancellor

FOR THE CONSTRUCTION MANAGER(S):

__________________________________________________________
Dale Lundgren
Lundgren Management
President
27220 Turnberry Lane, Suite 150
Santa Clarita, CA 91355

This Agreement is executed this day of

Date of Board Approval: December 2, 2009
EXHIBIT A

GENERAL CONDITIONS

- Mobile Field Office
- Office Equipment
- Project Manager/Superintendent
- Field Supervisor
- Project Administrator/Engineer
- Scheduler
- IT Support
- Insurance, comprehensive

Owner shall supply all other site support facilities.
EXHIBIT B

BASIS OF COMPENSATION

1. The Lump Sum Contract amount to be paid by the District to the Construction Manager (“CM”) is the total of the Basic Services (per Article 16, $135,000) and General Conditions (Per Article 17, Exhibit A, $135,000).

2. The duration of the Basic Services by the CM shall commence December 2009 and shall continue until sixty (60) days after the recordation of the Notice of Completion.

3. The Fees described above shall be paid by the District to the CM in installments commencing December 2009.

4. Should the project extend beyond March, 2010, through no fault of the CM, and should the CM services then be requested by the District to continue, the CM shall be paid in accordance with the attached rate schedule (Exhibit C). Such professional services will be mutually agreed-upon in advance by the District and the CM.

5. It is agreed that the cost to be paid to the CM by the District for District-requested General Conditions and/or Additional Services shall be in accordance with the attached rate schedule (Exhibit C).

6. It is agreed that the District will contract directly with the Multi-prime trade contractors and will include language in said contracts which is satisfactory to the CM wherein each trade contractor will adequately protect the interests of the District and the CM with respect to reasonable insurance and indemnity provisions.

7. It is agreed that the District will provide the Builders Risk Insurance for the project, with all premiums, benefits, and deductible responsibility accruing to the District.

8. The District will provide Miscellaneous General Conditions (utilities, telephone, restrooms, etc.) and miscellaneous general labor and clean up for the project at its own expense.
EXHIBIT C

RATE SCHEDULE

- Mobile Field Office $400/mo.
- Office Equipment & Software $500/mo.
- Project Manager $13,000/mo.
- Superintendent $12,000/mo.
- Project Administrator/Engineer $7,800/mo.
BACKGROUND / ANALYSIS:
The district is pleased to present the following contract amendments for the 2008-2009 and 2009-2010 fiscal years for administrators of the district. In addition, administrator contracts have been amended to include the following provisions:

- Administrators meeting criteria established by the District will be eligible to participate in a Supplemental Employment Retirement Plan (SERP) incentive during 2009-10 and 2010-11. Eligible administrators who wish to participate in the SERP and retire between June 30, 2010 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire during the 2010-11 year will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final year (12 months) worked and be paid through an annuity plan.
- Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day consistent to that afforded to the classified staff.
- Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance, and will also take into consideration the range of the changes made to represented staff through the normal step and column process.

(Continued)

FISCAL IMPLICATIONS:
Funds are included in the 2009-10 Adopted Budget for the changes that are effective this fiscal year. Some fiscal changes are retroactive to July 1, 2009, some, based on title changes will be effective December 3, 2009, and additional increases are effective July 1, 2010. Compensation changes for administrators are 0% for 2008-2009 and .65% for 2009-2010. Administrators do not receive step or column advancement, overtime pay or stipends for these extra duties assigned/assumed.

RECOMMENDATIONS:
Move approval of contract amendments as presented.

Submitted by:
Diane M. Fiero

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

Recommended by:
Diane M. Fiero
Asst. Supt/Vice President, Human Resources
It should be noted that each employee group receives salary increases through the following methods:

- **Full-time Faculty (COCFA):**
  - Negotiated salary increases added to multiple salary schedules;
  - Step and column advancement;
  - Stipends, and;
  - Overload assignments
  
  - Note: Total stipends and overload for 2008-09 were approximately $2.3 million or 13.2% of total full time faculty salaries. This percentage is in addition to the salary percentage increase reflected in the chart below.

- **Classified Represented Employees (CSEA):**
  - Negotiated increases added to salary schedule;
  - Step advancement;
  - Longevity payments;
  - Educational incentives, and;
  - Reclassifications.

- **Part-time Faculty (AFT):**
  - Negotiated increases added to the salary schedule.

- **Administrators:**
  - One-time or on-going merit.

### Overview of Adjustments by Group

A “snapshot” of the compensation increases approved for each group for the 2008-2009 and 2009-2010 academic years is provided below:

<table>
<thead>
<tr>
<th>Group</th>
<th>2008-2009</th>
<th>2009-2010</th>
<th>Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Comp/Other Increase</td>
<td>Step/Column</td>
<td>Total Increase</td>
</tr>
<tr>
<td>COCFA</td>
<td>0%</td>
<td>2.06%</td>
<td>2.06%</td>
</tr>
<tr>
<td>CSEA</td>
<td>.81%</td>
<td>3.32%</td>
<td>4.13%</td>
</tr>
<tr>
<td>AFT</td>
<td>1%</td>
<td>1.41%</td>
<td>2.41%</td>
</tr>
<tr>
<td>Administrators</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**ASSUMPTIONS about the table above - Percentages reflect:**

- State COLA for 2008-2009 and 2009-2010 of 0.0%.
- Total compensation increases for 2009-2010 for COCFA and AFT are estimated at 0%.
- Step and column for COCFA and CSEA represent the average increase.
- Step increases for AFT represent a percentage of total adjunct salaries.
- Percentages do not include COCFA overload and stipends (see text above).
- The 2009-2010 increase for Administrators represents a percentage of total administrator salaries.
- Administrator one time merit is not included in percentages.

Since there is no COLA from the state, no merit increases have been granted at this time. The salaries for nine individuals are being adjusted as a result of changes in the breadth and depth of their responsibilities, market adjustments, or in the case of classified administrators, internal inequity as compared to represented staff. In addition, titles have been changed for 12 administrators due to a change in the scope of their responsibilities.
Background/Analysis (cont'd):
The contract amendments, effective July 1, 2008 and July 1, 2009 for the following Administrators are presented for approval:

Ms. Margaret "Sue" Albert, Dean, Allied Health
Mr. Ed Arambula, Assistant Director, Campus Safety
Ms. Beth Asmus, Dean, Special Programs
Ms. Yvette Barrios, Human Resources Analyst
Mr. Bruce Battle, Director, Advertising and Public Information
Ms. Kathleen Benz, Supervisor, Student Business Office
Mr. Thomas Bilbruck, Director, Financial Aid
Ms. Gina Bogna, Interim Director, Community and Continuing Education
Ms. Sue Bozeman, Vice President, District Communication, Marketing and External Relations
Mr. Robert "Mike" Brezina, Interim Director, MIS
Ms. Sharon Bricker, Director, Contracts and Procurement
Dr. Mitjl Capet, Assistant Superintendent/Vice President of Instruction
Ms. Leslie Carr, Director, Professional Development
Ms. Tamela Castor, Director, Campus Safety
Ms. Sharlene Coleal, Assistant Superintendent/Vice President, Business Services
Ms. Susan Crowther, Director, MESA
Mr. Brent Denison, Box Office Manager
Ms. Allison Devlin, Director, Student Development
Mr. Carl Ebaugh, Director, Facilities
Ms. Elana Edelstein, Grant Writer
Ms. Michele Edmonson, Assistant Director of Development, COC Foundation
Ms. Diane Fiero, Assistant Superintendent/Vice President, Human Resources
Ms. Alejandra Fors, Assistant Director, MIS
Dr. Bruce Getzan, Dean, Economic Development
Mr. James Glapa-Grossklag, Dean, Distance Learning Programs and Training
Ms. Cynthia Grandgeorge, Controller
Ms. Audrey Green, Associate Vice President, Academic Affairs
Mr. John Green, Director, District Publications and Reprographics
Dr. Barry Gribbons, Assistant Superintendent/Vice President, Institutional Development, Technology and Online Services
Ms. Catherine Grooms, Assistant Director, Small Business Development Center (SBDC)
Mr. Michael Gunther, Assistant Director, Information Technology and Online Services
Mr. Eric Harnish, Special Assistant to the Chancellor/Director of External Relations
Dr. Jennifer Hauss, Interim Director of Service Learning
Ms. Donna Haywood, Director, Budget Development
Ms. Kristin Houser, Director, Employee Training Institute
Mr. Michael Joslin, Dean, Student Services
Ms. Beverly Kemmerling, Director, Student Health and Wellness
Mr. Rick Killey, Custodial Shift Supervisor - Swing Shift
Dr. Kevin Kistler, Associate Dean, Instructional Support
Background/Analysis (cont'd):

Ms. Kioko Koski, Grant and Categorical Accounting Manager
Mr. Steven Latiolait, Project Director, Facilities
Mr. John Lucas, Custodial Shift Supervisor - Graveyard Shift
Dr. Dena Maloney, Canyon Country Campus Founding Dean
Dr. Ramachandra Manvi, Dean, Mathematics, Sciences and Engineering Technologies
Ms. Monica Marshall, Associate Director, Center for Early Childhood Education Laboratory Preschool Programs
Mr. Steven Mc Lean, Interim Director, Public Safety Instructional Programs
Dr. Michael Mc Mahan, Division Dean, Humanities
Mr. John McElwain, Managing Director, Public Relations and Marketing
Dr. Daylene Meuschke, Director, Institutional Research
Mr. Anthony Michaelides, Director, Career Services
Mr. Len Mohney, Division Dean, Physical Education and Athletic Director
Dr. Floyd Moos, Dean, Fine and Performing Arts
Mr. Nicholas Pavik, Art Director/Manager, Graphic Design Services
Mr. Martin "Bruce" Pelkey, Director, International Students Programs
Mr. Adam Philipson, Managing Director, Santa Clarita Performing Arts Center at College of the Canyons
Ms. Colleen Reeves, Assistant Director/Nurse Practitioner, Student Health and Wellness Center
Ms. Deborah Rio, Dean, Enrollment Services
Ms. Catherine Ritz, Chief Operational Officer, College of the Canyons Foundation/Interim Director, University Center
Dr. Patricia Robinson, Dean, Social Science and Business
Ms. Wendy Ruiz, Associate Director, Center for Early Childhood Education Infant/Toddler Programs
Ms. Jasmine Ruys, Director, Admissions & Records and Online Services
Mr. Keith Rypka, Director, Center for Applied Competitive Technologies (CACT)
Mr. James Schrage, Vice President, Facilities Planning, Operations and Construction
Ms. Kari Soffa, Director, Accounting Services
Ms. Mary "Mimi" Spankroy, Payroll Supervisor
Mr. Brodie Steele, Technical Director, Performing Arts Center
Ms. Diane Stewart, Dean, Early Childhood Education & Training Programs
Mr. Steven Tannehill, Director, Small Business Development Center (SBDC)
Mr. James Temple, Director, Information Technology
Mr. Ryan Theule, Assistant Director, Admissions & Records and Online Services
Mr. Renard Thomas, Admissions & Records Project Manager - Veterans Affairs and Athletics
Ms. Tami Toon, Theater Manager
Ms. Donna Voogt, Director, Human Resources
Ms. Michelle Wall, Assistant Technical Director, Performing Arts Center
Dr. Michael Wilding, Assistant Superintendent/Vice President, Student Services
Mr. Robin Williams, Assistant Director, Civic Center
Mr. Murray Wood, Chief Development Officer
Ms. Theresa Zuzevich, Director, Grants Development
2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Allied Health

The Santa Clarita Community College District (District) and Margaret "Sue" Albert (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $138,461 annually at the rate of $11,538.42 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________  __________________________
District Representative                        Date

_________________________________________  __________________________
Administrator                                  Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Director, Campus Safety

The Santa Clarita Community College District (District) and Ed Arambula (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   
The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$75,000** annually at the rate of **$6,250.00** per month.

   **Future merit increases:**
   
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**

   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

________________________________________  Date
District Representative

________________________________________  Date
Administrator

Date Approved by Board of Trustees: **December 2, 2009**

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December 2, 2009
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2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Special Programs

The Santa Clarita Community College District (District) and Beth Asmus (Educational Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$122,042** annually at the rate of **$10,170.17** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

______________________________
District Representative

______________________________
Administrator

Date

Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Human Resources Analyst

The Santa Clarita Community College District (District) and Yvette Barrios (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$76,000** annually at the rate of **$6,333.34** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative ___________________________ Date ___________________________

Administrator ___________________________ Date ___________________________

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Advertising and Public Information

The Santa Clarita Community College District (District) and Bruce Battle (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be $83,460 annually at the rate of $6,955.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative Date

Administrator Date

Date Approved by Board of Trustees: December 2, 2009

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2009-2010 AMENDMENT TO CONTRACT FOR
Supervisor, Student Business Office

The Santa Clarita Community College District (District) and Kathleen Benz (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$75,600** annually at the rate of **$6,300.00** per month.
   
   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

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Date Approved by Board of Trustees: **December 2, 2009**
**2009/10 AMENDMENT TO CONTRACT FOR**

**Director, Financial Aid**

The Santa Clarita Community College District (District) and **Thomas Bilbruck (Classified Administrator)** hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**

The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**

The salary increases listed below are based on internal and external equity for this position as well as changes in the scope of responsibilities.

Effective July 1, 2009 the 2009-2010 salary for this position shall be **$83,971** annually at the rate of **$6,997.59** per month.

Effective July 1, 2010 the 2010-2011 salary for this position shall be **$98,971** annually at the rate of **$8,247.58** per month.

**Future merit increases:**

Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

**Retirement Incentive**

Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________   __________________________
District Representative                                      Date

_________________________________________   __________________________
Administrator                                            Date

**Date Approved by Board of Trustees:** **December 2, 2009**
2009/10 AMENDMENT TO CONTRACT FOR  
Interim Director, Community and Continuing Education

The Santa Clarita Community College District (District) and Gina Bogna (Classified Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Classified Administrator is employed in the position of **Director, Job Development**.

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$94,000** annually at the rate of **$7,833.34** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

________________________________________  ________________
District Representative                              Date

________________________________________  ________________
Administrator                                      Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Vice President, District Communication, Marketing and External Relations

The Santa Clarita Community College District (District) and Sue Bozman (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $129,658 annually at the rate of $10,804.84 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative Date

Administrator Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Interim Director, MIS

The Santa Clarita Community College District (District) and Robert "Mike" Brezina (Classified Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:
   Effective December 3, 2009 the Classified Administrator is employed in the position of Assistant Director, Management Information Systems (MIS).

4. TERM OF CONTRACT:
   The term of this contract is from September 1, 2009 through June 30, 2011.

5. SALARY:
   Effective December 3, 2009 the 2009-2010 salary for this position shall be $90,160 annually at the rate of $7,513.34 per month based on change in scope of responsibilities.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative ___________________________ Date ___________________________

Administrator ___________________________ Date ___________________________

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Contracts and Procurement

The Santa Clarita Community College District (District) and Sharon Bricker (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   
   The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$88,981** annually at the rate of **$7,415.09** per month.

   **Future merit increases:**
   
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative

______________________________  Date

Administrator

______________________________  Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Superintendent/Vice President, Instruction

The Santa Clarita Community College District (District) and Mitjl Capet (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $161,851 annually at the rate of $13,487.59 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________  ____________________
District Representative                          Date

_________________________________________  ____________________
Administrator                                Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Professional Development

The Santa Clarita Community College District (District) and Leslie Carr (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be $70,781 annually at the rate of $5,898.42 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative

Date

Administrator

Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Campus Safety

The Santa Clarita Community College District (District) and Tamela Castor (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $85,476 annually at the rate of $7,123.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

______________________________________________        ______________________________
District Representative                       Date

______________________________________________        ______________________________
Administrator                               Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Superintendent/Vice President, Business Services

The Santa Clarita Community College District (District) and Sharlene Coleal (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $149,072 annually at the rate of $12,422.67 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative       Date

Administrator       Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, MESA

The Santa Clarita Community College District (District) and Susan Crowther (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $113,586 annually at the rate of $9,465.50 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative     Date

Administrator       Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR  
Box Office Manager

The Santa Clarita Community College District (District) and Brent Denison (Classified Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   
   Effective December 3, 2009 the Classified Administrator is employed in the position of **Box Office and Patron Services Manager**.

4. **TERM OF CONTRACT:**
   
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$59,136** annually at the rate of **$4,928.00** per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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Date Approved by Board of Trustees: **December 2, 2009**
2009/10 AMENDMENT TO CONTRACT FOR
Director, Student Development

The Santa Clarita Community College District (District) and Allison Devlin (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. SALARY:
The salary increases listed below are based on internal and external equity for this position as well as changes in the scope of responsibilities.

   Effective July 1, 2009 the 2009-2010 salary for this position shall be $75,776 annually at the rate of $6,314.67 per month.

   Effective July 1, 2010 the 2010-2011 salary for this position shall be $83,276 annually at the rate of $6,939.67 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

________________________________________________________________________
District Representative Date

________________________________________________________________________
Administrator Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Facilities

The Santa Clarita Community College District (District) and Carl Ebaugh (Classified Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Classified Administrator is employed in the position of Director, Central Energy Systems and Regulatory Compliance.

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   Effective December 3, 2009 the 2009-2010 salary for this position shall be **$97,650** annually at the rate of **$8,137.50** per month based on change in scope of responsibilities.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Grant Writer

The Santa Clarita Community College District (District) and Elana Edelstein (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be **$75,000** annually at the rate of **$6,250.00** per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative                                  Date

Administrator                                          Date

Date Approved by Board of Trustees: **December 2, 2009**
2009/10 AMENDMENT TO CONTRACT FOR
Assistant Director of Development, COC Foundation

The Santa Clarita Community College District (District) and Michele Edmonson (Classified Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Classified Administrator is employed in the position of Director of Development.

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$65,000** annually at the rate of **$5,416.67** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator's performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator's base salary in the final contract year worked and be paid through an annuity plan.

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Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Superintendent/Vice President, Human Resources

The Santa Clarita Community College District (District) and Diane Fiero (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be $140,482 annually at the rate of $11,706.84 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

OTHER

One time merit in the amount of $6,000 for additional services performed as Interim Vice President, Academic Affairs from June 1, 2008 through February 17, 2009.

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

__________________________________________     Date
District Representative

__________________________________________     Date
Administrator

__________________________________________     Date
Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Assistant Director, MIS

The Santa Clarita Community College District (District) and Alejandra Fors (Classified Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Classified Administrator is employed in the position of Senior Project Manager.

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$95,000** annually at the rate of **$7,916.67** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

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**Date Approved by Board of Trustees: December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Economic Development

The Santa Clarita Community College District (District) and Bruce Getzan (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $129,000 annually at the rate of $10,750.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative ___________________________ Date ___________________________

Administrator ___________________________ Date ___________________________

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Dean, Distance Learning Programs and Training

The Santa Clarita Community College District (District) and James Glapa-Grosklag
(Educational Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Educational Administrator is employed in the position of
   Dean, Education Technology, Learning Resources and Distance Education.

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$127,149** annually at
   the rate of **$10,595.75 per month**.
   
   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated
   management employees at a future date when the state budget allows. The merit increase
   will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance
   for 2007-08 and 2008-09. The amount of the merit increase will vary based on
   performance and will take into consideration the range of the changes made to
   represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be
   used during the winter break in lieu of Cesar Chavez Day.
   
   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a
   Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators
   who wish to participate in the SERP and retire between June 30 and July 31, 2010 must
   notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for
   administrators who wish to accept the SERP and retire between June 30 and July 31, 2011
   will be announced at a future date. The incentive will be 85% of the administrator’s base
   salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________  ____________________________
District Representative             Date

__________________________________  ____________________________
Administrator                      Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Controller

The Santa Clarita Community College District (District) and Cynthia Grandgeorge (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $109,177 annually at the rate of $9,098.09 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative                             Date

Administrator                                        Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, District Publications and Reprographics

The Santa Clarita Community College District (District) and John Green (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   
The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$93,000** annually at the rate of **$7,750.00** per month.

   **Future merit increases:**
   
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

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Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Associate Vice President, Academic Affairs

The Santa Clarita Community College District (District) and Audrey Green (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $138,500 annually at the rate of $11,541.67 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________   __________________________
District Representative                     Date

__________________________________________   __________________________
Administrator                              Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Superintendent/Vice President, Institutional Development, Technology and Online Services

The Santa Clarita Community College District (District) and Barry Gribbons (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $161,851 annually at the rate of $13,487.59 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________  ________________________________
District Representative                     Date

__________________________________________  ________________________________
Administrator                                Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Director, Small Business Development Center (SBDC)

The Santa Clarita Community College District (District) and Catherine Grooms (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011. This contract is contingent upon continued external funding of this position.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $70,000 annually at the rate of $5,833.34 per month.

       Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

       Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative
                                           Date

Administrator
                                           Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Director, Information Technology and Online Services

The Santa Clarita Community College District (District) and Michael Gunther (Classified Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:
   Effective December 3, 2009 the Classified Administrator is employed in the position of Assistant Director, Information Technology.

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective December 3, 2009 the 2009-2010 salary for this position shall be $90,000 annually at the rate of $7,500.00 per month based on change in scope of responsibilities.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

________________________________________    _________________________
District Representative                     Date

________________________________________    _________________________
Administrator                             Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Special Assistant to the Chancellor/Director of External Relations

The Santa Clarita Community College District (District) and Eric Harnish (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $99,640 annually at the rate of $8,303.34 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative Date

Administrator Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Interim Director of Service Learning

The Santa Clarita Community College District (District) and Jennifer Hauss (Educational Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:
   Effective December 3, 2009 the Educational Administrator is employed in the position of Director, Service Learning.

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $77,539 annually at the rate of $7,049.00 per month (11 months).
   
   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.
   
   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________        _________________________
District Representative               Date

__________________________        _________________________
Administrator                     Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Budget Development

The Santa Clarita Community College District (District) and Donna Haywood (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $89,250 annually at the rate of $7,437.50 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative     Date

Administrator                     Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Employee Training Institute

The Santa Clarita Community College District (District) and Kristin Houser (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011. This contract is contingent upon continued external funding of this position.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $78,000 annually at the rate of $6,500.00 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________  ______________________________
District Representative                           Date

_________________________________________  ______________________________
Administrator                                   Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Student Services

The Santa Clarita Community College District (District) and Michael Joslin (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$108,193** annually at the rate of **$9,016.09** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative
Date

Administrator
Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Student Health and Wellness

The Santa Clarita Community College District (District) and Beverly Kemmerling (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $116,727 annually at the rate of $9,727.25 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINTE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________ Date
District Representative

__________________________________________ Date
Administrator

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Custodial Shift Supervisor - Swing Shift

The Santa Clarita Community College District (District) and Rick Killey (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $67,500 annually at the rate of $5,625.00 per month.
   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.
   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative     Date

Administrator       Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Associate Dean, Instructional Support

The Santa Clarita Community College District (District) and Kevin Kistler (Educational Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:

   Effective December 3, 2009 the Educational Administrator is employed in the position of Dean, Instructional Support.

4. TERM OF CONTRACT:

   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:

   Effective July 1, 2009, the 2009-2010 salary for this position shall be $89,250 annually at the rate of $7,437.50 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________  __________________________
District Representative                          Date

__________________________________________  __________________________
Administrator                                  Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Grant and Categorical Accounting Manager

The Santa Clarita Community College District (District) and Kioko Koski (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   
The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$80,000** annually at the rate of **$6,666.67** per month.

   **Future merit increases:**
   
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________________________________________

District Representative

__________________________________________________________________________

Administrator

Date

Date Approved by Board of Trustees: **December 2, 2009**

FULL AGENDA BOOK - PAGE 256
2009-2010 AMENDMENT TO CONTRACT FOR
Project Director, Facilities

The Santa Clarita Community College District (District) and Steven Latiolait (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $82,908 annually at the rate of $6,909.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________________________________________  ______________________________________________________________________
District Representative                          Date

__________________________________________________________________________  ______________________________________________________________________
Administrator                          Date

Date Approved by Board of Trustees: December 2, 2009
The Santa Clarita Community College District (District) and John Lucas (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $65,000 ($60,000 + $5,000 for Graveyard Shift) annually at the rate of $5,416.67 ($5,000.00 +$416.67) per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative
Date

Administrator
Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Canyon Country Campus Founding Dean

The Santa Clarita Community College District (District) and Dena Maloney (Educational Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:

   Effective December 3, 2009 the Educational Administrator is employed in the position of Vice President, Canyon Country Campus and Economic Development.

4. TERM OF CONTRACT:

   The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:

   Effective July 1, 2009, the 2009-2010 salary for this position shall be $138,500 annually at the rate of $11,541.67 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________    ________________________
District Representative                        Date

_________________________________________    ________________________
Administrator                                  Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Dean, Mathematics, Sciences and Engineering Technologies

The Santa Clarita Community College District (District) and Ramachandra Manvi (Educational Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:
   Effective the Educational Administrator is employed in the position of Division Dean, Mathematics, Sciences and Engineering Technologies.

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $137,500 annually at the rate of $11,458.34 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative _______________________________ Date ________________

Administrator _______________________________ Date ________________

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Associate Director, Center for Early Childhood Education Laboratory
Preschool Programs

The Santa Clarita Community College District (District) and Monica Marshall (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $63,538 annually at the rate of $5,776.19 per month (11 months).

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________   ______________________________
District Representative               Date

__________________________________________   ______________________________
Administrator              Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Interim Director, Public Safety Instructional Programs

The Santa Clarita Community College District (District) and Steven McLean (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$57,000** annually at the rate of **$4,750.00** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

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**Date Approved by Board of Trustees: **December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Division Dean, Humanities

The Santa Clarita Community College District (District) and Michael Mc Mahan (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $134,686 annually at the rate of $11,223.84 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative Date
Administrator Date

Date Approved by Board of Trustees: December 2, 2009

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December 2, 2009
FULL AGENDA BOOK - PAGE 263
2009-2010 AMENDMENT TO CONTRACT FOR
Managing Director, Public Relations and Marketing

The Santa Clarita Community College District (District) and John McElwain (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $109,315 annually at the rate of $9,109.59 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

________________________________________  __________________________
District Representative                      Date

________________________________________  __________________________
Administrator                                Date

Date Approved by Board of Trustees: December 2, 2009

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December 2, 2009
FULL AGENDA BOOK - PAGE 264
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Institutional Research

The Santa Clarita Community College District (District) and Daylene Meuschke (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $95,000 annually at the rate of $7,916.67 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________    ______________________________
District Representative                        Date

_________________________________________    ______________________________
Administrator                                  Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Career Services

The Santa Clarita Community College District (District) and Anthony Michaelides (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $89,027 annually at the rate of $7,418.92 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_____________________________                Date
District Representative

_____________________________                Date
Administrator

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Division Dean, Physical Education and Athletic Director

The Santa Clarita Community College District (District) and Len Mohney (Educational Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Educational Administrator is employed in the position of Division Dean, Physical Education and Athletics.

4. **TERM OF CONTRACT:**
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $131,762 annually at the rate of $10,980.17 per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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**Date Approved by Board of Trustees:** December 2, 2009

FULL AGENDA BOOK - PAGE 267
2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Fine and Performing Arts

The Santa Clarita Community College District (District) and Floyd Moos (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $131,326 annually at the rate of $10,943.84 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative     Date

Administrator       Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Art Director/Manager, Graphic Design Services

The Santa Clarita Community College District (District) and Nicholas Pavik (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $79,200 annually at the rate of $6,600.00 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative

Date

Administrator

Date

Date Approved by Board of Trustees: December 2, 2009

7.5, Page 57
December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, International Students Programs

The Santa Clarita Community College District (District) and Martin "Bruce" Pelkey
(Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from August 27, 2009 through June 30, 2011.

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be $130,236 annually at the rate of $10,853.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

______________________________  ________________________
District Representative       Date

______________________________  ________________________
Administrator                   Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Managing Director, Santa Clarita Performing Arts Center at College of the Canyons

The Santa Clarita Community College District (District) and Adam Philipson ( Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $107,000 annually at the rate of $8,916.67 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________  _______________________________________
District Representative                             Date

_________________________________________  _______________________________________
Administrator                                     Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Director/Nurse Practitioner, Student Health and Wellness Center

The Santa Clarita Community College District (District) and Colleen Reeves (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $90,000 annually at the rate of $7,500.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative     Date

Administrator       Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Enrollment Services

The Santa Clarita Community College District (District) and Deborah Rio (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $121,794 annually at the rate of $10,149.50 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative  ___________________________  Date

Administrator  ___________________________  Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Chief Operational Officer, College of the Canyons Foundation/Interim
Director, University Center

The Santa Clarita Community College District (District) and Catherine Ritz (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $90,000 annually at the rate of $7,500.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

________________________________________     __________________________
District Representative                             Date

________________________________________     __________________________
Administrator                                       Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Dean, Social Science and Business

The Santa Clarita Community College District (District) and Patricia Robinson (Educational Administrator) hereby mutually agree to the following contract amendments:

1. POSITION:

   Effective the Educational Administrator is employed in the position of Division Dean, Social Science and Business.

4. TERM OF CONTRACT:

   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:

   Effective July 1, 2009, the 2009-2010 salary for this position shall be $124,134 annually at the rate of $10,344.50 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

____________________________________  ______________________________
District Representative                      Date

____________________________________  ______________________________
Administrator                                  Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Associate Director, Center for Early Childhood Education Infant/Toddler Programs

The Santa Clarita Community College District (District) and Wendy Ruiz (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $63,538 annually at the rate of $5,776.19 per month (11 months).

Effective July 1, 2010, the Administrator’s 2010-2011 salary for this position shall be $47,653.50 annually at the rate of $4,332.14 per month (11 months) based on a reduced 75% position.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________________________
District Representative                                      Date

__________________________________________________________
Administrator                                              Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR  
Director, Admissions & Records and Online Services

The Santa Clarita Community College District (District) and Jasmine Ruys (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**

The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**

The salary increases listed below are based on internal and external equity for this position as well as changes in the scope of responsibilities.

Effective July 1, 2009 the 2009-2010 salary for this position shall be **$93,752** annually at the rate of **$7,812.67** per month.

Effective July 1, 2010 the 2010-2011 salary for this position shall be **$108,752** annually at the rate of **$9,062.67** per month.

**Future merit increases:**

Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

**Retirement Incentive**

Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

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<th>Date</th>
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Date Approved by Board of Trustees: **December 2, 2009**

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December 2, 2009  
FULL AGENDA BOOK - PAGE 277
The Santa Clarita Community College District (District) and Keith Rypka (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**

   The term of this contract is from **July 1, 2009 through June 30, 2011**. This contract is contingent upon continued external funding of this position.

5. **SALARY:**

   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$77,500** annually at the rate of **$6,458.34** per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**

   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

---

**District Representative**

Date

**Administrator**

Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Vice President, Facilities Planning, Operations and Construction

The Santa Clarita Community College District (District) and James Schrage (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $146,089 annually at the rate of $12,174.09 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________________________________________  __________________________
District Representative                                                      Date

__________________________________________________________________________  __________________________
Administrator                                                              Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Accounting Services

The Santa Clarita Community College District (District) and Kari Soffa (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $77,760 annually at the rate of $6,480.00 per month.
   
   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.
   
   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________________________________________  __________
District Representative                                           Date

__________________________________________________________________________  __________
Administrator                                                      Date

Date Approved by Board of Trustees: **December 2, 2009**
2009/10 AMENDMENT TO CONTRACT FOR
Payroll Supervisor

The Santa Clarita Community College District (District) and Mary "Mimi" Spankroy
(Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009 the 2009-2010 salary for this position shall be $91,229 annually at
   the rate of $7,602.42 per month based on internal and external equity.
   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated
   management employees at a future date when the state budget allows. The merit increase
   will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance
   for 2007-08 and 2008-09. The amount of the merit increase will vary based on
   performance and will take into consideration the range of the changes made to
   represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be
   used during the winter break in lieu of Cesar Chavez Day.
   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a
   Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators
   who wish to participate in the SERP and retire between June 30 and July 31, 2010 must
   notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for
   administrators who wish to accept the SERP and retire between June 30 and July 31, 2011
   will be announced at a future date. The incentive will be 85% of the administrator’s base
   salary in the final contract year worked and be paid through an annuity plan.

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

_________________________________________  _________________________________
District Representative                        Date

_________________________________________  _________________________________
Administrator                                 Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Technical Director, Performing Arts Center

The Santa Clarita Community College District (District) and Brodie Steele ( Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be **$102,900** annually at the rate of **$8,575.00** per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative     Date

Administrator     Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Dean, Early Childhood Education & Training Programs

The Santa Clarita Community College District (District) and Diane Stewart (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $129,832 annually at the rate of $10,819.34 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative                                  Date
______________________________________________________

Administrator                                            Date
______________________________________________________

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR  
Director, Small Business Development Center (SBDC)

The Santa Clarita Community College District (District) and Steven Tannehill (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011**. This contract is contingent upon continued external funding of this position.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$95,000** annually at the rate of **$7,916.67** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

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District Representative  Date

Administrator  Date

Date Approved by Board of Trustees: **December 2, 2009**

7.5, Page 72
December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Information Technology

The Santa Clarita Community College District (District) and James Temple (Classified Administrator) hereby mutually agree to the following contract amendments:

1. **POSITION:**
   Effective December 3, 2009 the Classified Administrator is employed in the position of Director, Information Technology Systems.

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   Effective December 3, 2009 the 2009-2010 salary for this position shall be **$122,010** annually at the rate of **$10,167.50** per month based on change in scope of responsibilities.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative ________________________ Date ________________________

Administrator _______________________________ Date ________________________

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Director, Admissions & Records and Online Services

The Santa Clarita Community College District (District) and Ryan Theule (Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$70,000** annually at the rate of **$5,833.34** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative __________________________ Date ________________

Administrator __________________________ Date ________________

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Admissions & Records Project Manager - Veterans Affairs and Athletics

The Santa Clarita Community College District (District) and Renard Thomas (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:

The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:

Effective July 1, 2009, the 2009-2010 salary for this position shall be $67,500 annually at the rate of $5,625.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS

Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________  __________________________
District Representative                        Date

__________________________________________  __________________________
Administrator                                  Date

Date Approved by Board of Trustees: December 2, 2009

FULL AGENDA BOOK - PAGE 287
2009-2010 AMENDMENT TO CONTRACT FOR
Theater Manager

The Santa Clarita Community College District (District) and Tami Toon (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
   The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $90,000 annually at the rate of $7,500.00 per month.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

__________________________________________________________________________  ______________________________________________________________________
District Representative                                                                                       Date

__________________________________________________________________________  ______________________________________________________________________
Administrator                                                                                                  Date

Date Approved by Board of Trustees: December 2, 2009
2009/10 AMENDMENT TO CONTRACT FOR
Director, Human Resources

The Santa Clarita Community College District (District) and Donna Voogt (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from **July 1, 2009 through June 30, 2011**.

5. SALARY:
   Effective July 1, 2009 the 2009-2010 salary for this position shall be **$98,280** annually at the rate of **$8,190.00** per month based on internal and external equity.

   Future merit increases:
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   Retirement Incentive
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

______________________________                __________________________
District Representative             Date

______________________________                __________________________
Administrator                        Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR  
Assistant Technical Director, Performing Arts Center

The Santa Clarita Community College District (District) and Michelle Wall ( Classified Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   
The term of this contract is from July 1, 2009 through June 30, 2011.

5. **SALARY:**
   
   Effective July 1, 2009, the 2009-2010 salary for this position shall be $56,000 annually at the rate of $4,666.67 per month.

   **Future merit increases:**
   
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. **FRINGE BENEFITS**
   
   Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

   **Retirement Incentive**
   
   Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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Date Approved by Board of Trustees: **December 2, 2009**

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December 2, 2009

FULL AGENDA BOOK - PAGE 290
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Superintendent/Vice President, Student Services

The Santa Clarita Community College District (District) and Michael Wilding (Educational Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2012.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $161,851 annually at the rate of $13,487.59 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

8. FRINGE BENEFITS
Effective July 1, 2009 administrators are eligible for one additional paid holiday to be used during the winter break in lieu of Cesar Chavez Day.

Retirement Incentive
Administrators meeting criteria established by the District will be eligible to accept a Supplemental Employment Retirement Plan (SERP) incentive. Eligible administrators who wish to participate in the SERP and retire between June 30 and July 31, 2010 must notify the District no later than 5:00 p.m. on January 7, 2010. The notification period for administrators who wish to accept the SERP and retire between June 30 and July 31, 2011 will be announced at a future date. The incentive will be 85% of the administrator’s base salary in the final contract year worked and be paid through an annuity plan.

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

District Representative                      Date

Administrator                      Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Assistant Director, Civic Center

The Santa Clarita Community College District (District) and Robin Williams (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $77,352 annually at the rate of $6,446.00 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

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

District Representative Date

Administrator Date

Date Approved by Board of Trustees: December 2, 2009
2009-2010 AMENDMENT TO CONTRACT FOR
Chief Development Officer, COC Foundation

The Santa Clarita Community College District (District) and Murray Wood (Educational Administrator) hereby mutually agree to the following contract amendments:

4. **TERM OF CONTRACT:**
   The term of this contract is from **July 1, 2009 through June 30, 2011.**

5. **SALARY:**
   Effective July 1, 2009, the 2009-2010 salary for this position shall be **$105,000** annually at the rate of **$8,750.00** per month.

   **Future merit increases:**
   Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

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

_________________________________________                ________________________________
District Representative                        Date

_________________________________________                ________________________________
Administrator                                    Date

Date Approved by Board of Trustees: **December 2, 2009**
2009-2010 AMENDMENT TO CONTRACT FOR
Director, Grants Development

The Santa Clarita Community College District (District) and Theresa Zuzevich (Classified Administrator) hereby mutually agree to the following contract amendments:

4. TERM OF CONTRACT:
The term of this contract is from July 1, 2009 through June 30, 2011.

5. SALARY:
Effective July 1, 2009, the 2009-2010 salary for this position shall be $80,000 annually at the rate of $6,666.66 per month.

Future merit increases:
Based on performance, the Board of Trustees will grant a merit increase to designated management employees at a future date when the state budget allows. The merit increase will be retroactive to July 1, 2009 and will be reflective of the administrator’s performance for 2007-08 and 2008-09. The amount of the merit increase will vary based on performance and will take into consideration the range of the changes made to represented staff through the normal step and column process.

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

District Representative                                  Date

Administrator                                          Date

Date Approved by Board of Trustees: December 2, 2009
BACKGROUND / ANALYSIS:

This item has been placed on the agenda for discussion in response to the request at the September 23rd Board meeting by Board of Trustees member Mr. Scott Wilk. The Santa Clarita Community College District Board members are personally involved in many community groups, organizations, committees and serve in a variety of ways as volunteers in the Santa Clarita Valley not only as members of the Board of Trustees, but often as citizens of the Santa Clarita Valley.

The purpose of Mr. Wilk’s request was to discuss how the members of the Board of Trustees can systematically report back to their fellow trustees about the committees they serve on or the efforts in which they are involved in the community as members of the Board of Trustees. This item allows for a discussion on this topic.

FISCAL IMPLICATIONS:

Not applicable.

RECOMMENDATIONS:

Action, if any, will be decided at the meeting as a result of the discussion.

Submitted by:                Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Mrs. Joan W. MacGregor
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<th>AGENDA CATEGORY</th>
<th>GENERAL</th>
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<td>ITEM/TITLE</td>
<td>Update on Legislation, Regulations, and Board of Governors’ Activities/Consultation Items</td>
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**BACKGROUND / ANALYSIS:**

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

**FISCAL IMPLICATIONS:**

N/A

**RECOMMENDATIONS:**

Action, if any, to be determined.

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

Recommmended by: