

Item 5.1

This time has been set-aside for the public to address the Board of Trustees on items that are NOT ON THE AGENDA, but the Board at this meeting will not act upon those items. **ALL** speakers must submit a "Request to Speak" form prior to this portion of the meeting and will be recognized by the President of the Board. Five minutes will be allotted to each speaker and not more than 20 minutes on any subject.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

JOINT MEETING WITH THE
ASSOCIATED STUDENT GOVERNMENT

BOARD MEETING ROOM – HASLEY HALL (HSLH-137)

College of the Canyons
26455 Rockwell Canyon Road ~ Santa Clarita, California 91355

2:00 p.m.
Thursday, March 25, 2010

Closed Session will begin at 2:00 pm.
The Joint meeting with ASG Officers will begin at 2:30 pm, Business Meeting to follow. The public is 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 Real Property Negotiator(s) (*pursuant to Government Code §54956.8*)

Property: 24300 Town Center Drive
Agency Negotiator: Dr. Dianne Van Hook
Under Negotiation: Terms of Agreement

1.2b Conference with Labor Negotiator (*pursuant to Government Code §54957.6*)
Santa Clarita Community College District Representative: Dr. Michael Wilding
College of the Canyons Faculty Association (COCFA)

1.3 Flag Salute

1.4 Welcome to Guests/Recognition of Staff Representative(s)

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

1.5 Approval of Agenda ACTION

1.6 Approval of Minutes ACTION

- March 10, 2010 – Business Meeting

2. ASG/BOARD OF TRUSTEES JOINT MEETING ITEMS

- | | | |
|-----|---|-------------|
| 2.1 | Approval of Modification of Board Policy 508 (BP 5900) – Grading, Second Reading | ACTION |
| 2.2 | Approval of Modification of Board Policy 501 (BP 5010) – Admissions and Concurrent Enrollment, Second Reading | ACTION |
| 2.3 | Update on Secondary Effects (Department Moves and Re-locations on Campus) | INFORMATION |
| 2.4 | Update on Smoking Policy and Enforcement on Campus | INFORMATION |
| 2.5 | Update on Student Services Categorical Programs | INFORMATION |
| 2.6 | Update on the US Department of Education Grant to Promote Open Educational Resources (OER) | INFORMATION |
| 2.7 | Update on the Development of the Schedule of Classes | INFORMATION |

BOARD OF TRUSTEES – BUSINESS MEETING ITEMS

3. CONSENT CALENDAR

ACTION

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

- 3.1 Approval of New and Modified Courses and Programs
- 3.2 Approval of Agreements Between Santa Clarita Community College District and Artifice Studios (Website Design)
- 3.3 Approval of Travel Authorizations Schedule T 09/10-15
- 3.4 Approval of Personnel Schedule PERS 2009/2010-14

4. INSTRUCTIONAL SERVICES

- | | | |
|-----|---|--------|
| 4.1 | Approval of Lease Extension Between Santa Clarita Community College District and CB Richard Ellis for the Culinary Arts Teaching Facility | ACTION |
|-----|---|--------|

5. GENERAL

- | | | |
|-----|---|------|
| 5.1 | Comments by Members of the Audience on Any Item
<u>NOT ON THE AGENDA</u> | ORAL |
|-----|---|------|

6. ANNOUNCEMENT OF NEXT MEETING

(Wednesday, April 14, 2010 – Business Meeting, 4:30 pm Closed Session, 6:00 pm Open Session, Hasley Hall Board Room, HSLH 137).

AND ADJOURNMENT

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

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Approval of Modification of Board Policy 508 (BP 5900) –

Grading, Second Reading

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

The proposed changes to this policy are the result of changes to the Title 5 regulations related to grading. The most significant changes to the grading policy are:

- **Credit/No-Credit** – Per Title 5, this term is being changed to Pass, No Pass.
- **Incomplete** – Incompletes occur when students have finished the majority of the course work with passing marks but have failed to complete the course. This change requires mutual agreement between the student and instructor before an incomplete can be assigned.
- **Withdrawal** – Per changes to Title 5, students will now only be able to withdraw from a course four times. On the fifth attempt a grade must be assigned. Exceptions are made for Military Withdrawals.
- **Limits to the petition process** – The proposed changes to this policy will place a limit on the number of times a student can petition to have a grade changed to a withdrawal.
- **Discriminatory treatment or disasters** – The changes to the regulations indicate that a “W” cannot be assigned if the student is the subject of discriminatory treatment or the victim of a natural disaster.

Also, as the District has adopted a new policy format, there are additional formatting changes to make this policy consistent with others, including the new number reference of BP 5900. The policy was presented to the Board for first reading on March 10th, and has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council.

FISCAL IMPLICATIONS:

None.

RECOMMENDATIONS:

Move approval Modification of Board Policy 508 (BP 5900), Grading, Second Reading.

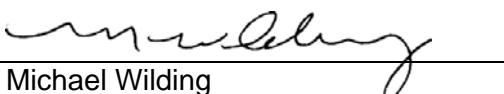
Submitted by:

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Michael Wilding
VP, Student Services

BP 5900 Grading

Reference:

Education Code Sections 76224; Title 5, Sections 55020 – 55025

When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the instructor of the course. The determination of the student's grade, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.

5900.1 The grading scale shall be averaged on the basis of the point equivalencies to determine a student's grade point average. The following equivalent symbols shall be used:

Symbol	Definition	Grade Point
A	Excellent	4 grade points per unit
B	Good	3 grade points per unit
C	Satisfactory	2 grade points per unit
D	Passing (less than satisfactory)	1 grade points per unit
F	Failing	0 grade points per unit
FW	Failing (stopped attending after the W deadline)	0 grade points per unit
CR	Credit (at least satisfactory)	Units not counted in GPA
NC	No Credit (less than satisfactory or failing)	Units not counted in GPA

A: Pass, No Pass Grading

The District may offer courses in either or both of the following categories and shall specify in the catalog the category into which each course falls:

- (1) Courses wherein all students are evaluated on a "pass-no pass" basis.
- (2) Courses wherein each student may elect on registration, or no later than the end of the first 30% of the term, whether the basis of evaluation is to be "pass-no pass" or a letter grade. Once selected a student may not reverse the grading option for the course.
- (3) All units earned on a "pass-no pass" basis in accredited California institutions of higher education or equivalent out-of-state institutions shall be counted in satisfaction of community college curriculum requirements.
- (4) Units earned on a "pass-no pass" basis shall not be used to calculate grade point averages. However, units attempted for which "NP" is recorded shall be considered in probation and dismissal procedures.
- (5) Independent study courses may be graded on a "pass-no pass" basis in accordance with this policy.
- (6) For courses in which there is a single standard of performance for which unit credit is assigned, the "P/NP" grading system shall be used to the exclusion of other grades. Pass shall be assigned for meeting that standard, No Pass for failure to do so.

5900.2

The “FW” grade symbol will be used to indicate that a student has both ceased participating in a course some time after the last day to officially withdraw from the course without having achieved a final passing grade, and that the student has not received district authorization to withdraw from the course under extenuating circumstances.

- A For the purposes of calculating grade points, and for determining academic standing per District Policy 5906, the “FW” symbol will be treated in the same manner as the “F”.
- B For the purposes of determining course repetition per District Policy 5901, the FW symbol will be treated in the same manner as the “F”.

5900.3

Per the California Code of Regulations, Title 5, Section 55023(e) the District will use the following non-evaluative symbols:

A: Incomplete (I)

Incomplete academic work for unforeseeable, emergency and justifiable reasons at the end of the term may result in an “I” symbol being entered in the student's record. The condition for the removal of the “I” shall be stated by the instructor in a written record. This record shall contain the conditions for the removal of the “I” and the grade assigned in lieu of its removal. This record must be given to the student with a copy on file with the registrar until the “I” is made up or the time limit has passed. A final grade shall be assigned when the work stipulated has been completed and evaluated, or when the time limit for completing the work has passed.

- (1) The “I” must be made up prior to the end of the ensuing semester in which the Incomplete was assigned.
- (2) Students who have been issued an “I” symbol may not re-enroll in the same course while the “I” is pending completion.
- (3) An Incomplete may not be issued unless the withdrawal deadline for the course has passed.
- (4) The instructor and student must mutually agree that the instructor can issue an Incomplete.
- (5) The “I” symbol shall not be used in calculating units attempted or for grade points. However, per District Policy 5906, the “I” is used when calculating progress probation and dismissal.
- (6) The District board shall adopt and publish a process whereby a student may petition for a time extension due to unusual circumstances.

B: In Progress (IP)

The “IP” symbol shall be used only in those courses that extend beyond the normal end of an academic term. It indicates that work is “in progress,” but that assignment of an evaluative symbol (grade) must await its completion. The “IP” symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative symbol (grade) and unit credit shall be assigned and appear on the student's permanent record for the term in which the course is completed.

- (1) The “IP” shall not be used in calculating grade point averages.

- (2) If a student enrolled in an “open-entry, open-exit” course is assigned an “IP” at the end of an attendance period and does not re-enroll in that course during the subsequent attendance period, the appropriate faculty will assign an evaluative symbol (grade) in accordance with this policy to be recorded on the student's permanent record for the course.

C: Report Delayed (RD)

The “RD” symbol may be assigned by the Admissions & Records office only. It is to be used when there is a delay in reporting the grade of a student due to circumstances beyond the control of the student. It is a temporary notation to be replaced by a permanent symbol as soon as possible.

- (1) “RD” shall not be used in calculating grade point averages.

D: Withdrawal (W)

Withdrawal from a class or classes shall be authorized through 50% of the term.

- (1) The academic record of a student who remains in a class beyond the time allowed by district policy must reflect a symbol as authorized in this Section other than a “W.”
- (2) In accordance with Title 5, section 55024, a student may receive no more than four withdrawals for any one course. The withdrawals may be submitted by a student, an instructor, or by petition. A student may not earn a fifth withdrawal for any one course. On the fifth attempt to take the same course, a grade other than a “W” must be assigned by the instructor and will appear on the student’s academic record beyond the fourth week, or 30% of the term, whichever is less.
- (3) Students may withdraw from a class or classes in verifiable extenuating circumstances after 50% of the term upon petition (to the Academic Standards Committee) by the student, or his or her representative, and after consultation with the instructor(s) or appropriate faculty. Extenuating circumstances are verified cases of accidents, illnesses or other circumstances beyond the control of the student.
- (4) No notation (“W” or other) shall be made on the academic record of the student who withdraws during the first four weeks, or 30% of a term, whichever is less. A student who misses the established deadline to withdraw with no notation (“W” or other) may petition for a complete withdrawal without a “W” by submitting documentation of verifiable extenuating circumstances that occurred during the first four weeks or 30% of the term.
- (5) Withdrawal after the end of 50% of a term when the district has authorized such withdrawal in extenuating circumstances, after consultation with appropriate faculty, shall be recorded as a “W.” A student who completes a course, for example, by taking a final exam, turning in a final paper or project, or giving a final speech or performance, is not eligible for a late withdrawal under any circumstance.
- (6) For purposes of withdrawal policies, the term “appropriate faculty” means the instructor of each course in question or, in the event the instructor cannot be contacted, the department chair, division dean, or appropriate administrator, will act on behalf of the instructor.

- (7) The “W” shall not be used in calculating grade point averages, but excessive “W”s (as defined in District Policy 5906 shall be used as factors in probation and dismissal procedures.
- (8) All petitions for withdrawals without a “W” or withdrawals with a “W” must be completed and submitted to the Academic Standards Committee no later than one year subsequent to the end of the term for which the student is requesting the withdrawal. This one- year timeframe also applies to student’s who enroll in a class or classes and never attend. Students may appeal to the Chief Student Services Officer for an extension of this time limit. Appeals must be based upon extenuating circumstances as defined elsewhere in this policy.
- (9) A maximum of 15 cumulative units taken at College of the Canyons may be notated as either “W,” or drop without a “W,” or some combination thereof, through the petition process, unless a recommendation is made to exceed that maximum by an academic counselor. This does not preclude students from withdrawing themselves using the standard method and timelines available.
- (10) According to Title 5, section 55024, a “W” shall not be assigned, or if assigned shall be removed, from a student’s academic record, if a determination is made that the student withdrew from the course due to discriminatory treatment, or due to retaliation for alleged discriminatory treatment, or that the student reasonably believed that remaining in the course would subject him or her to discriminatory treatment.
- (11) A “W” shall not be assigned to a student subject to fire, flood or other natural disasters. Students affected by this type of situation should file a petition to the academic standards committee to remove the “W.”

E: Military Withdrawal (MW)

“Military Withdrawal” occurs when a student who is a member of an active or reserve United States military service receives orders compelling a withdrawal from courses. Upon verification of such orders, a withdrawal symbol may be assigned at any time after the period established by the district during which no notation is made for withdrawals. The withdrawal symbol so assigned shall be a “MW.”

- (1) Military withdrawals shall not be counted in progress probation and dismissal calculations.
- (2) In no case would a military withdrawal result in a student being assigned an “FW” grade.
- (3) Military withdrawals shall not be counted in the total of four withdrawal limitation of any one course.

Approved 3/25/10

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Approval of Modification of Board Policy 501 (BP 5010) –

Admissions and Concurrent Enrollment, Second Reading

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Concurrent Enrollment is provided for in Education Code for enriched education, or when high school students have significant demands on their time and need to use college classes to supplement their high school curriculum. The District has two forms of concurrent enrollment: General concurrent enrollment occurs when students enrolled in surrounding high schools receive permission from their school to take up to 11 units at the college. The second form is via the on-campus high school – Academy of the Canyons. **The modifications to this policy do not apply to AOC students.**

The proposed changes related to concurrent enrollment are:

- **Limit on concurrent enrollment** – If approved concurrent enrollment will be limited to students in the 11th and 12th grade. Exceptions are granted for students who score highly on standardized intelligence tests.
- **Required orientation and assessment** – If approved, concurrently enrolled students will be required to complete orientation and assessment prior to enrollment.

The proposed changes related to admissions other than concurrent enrollment are:

- Acceptance of the GED or Certificate of Completion, as well as the High School Proficiency Test, or Graduation as a criteria for admission.

Administrative Procedures (AP 5010) related to this policy have been developed and reflect the changes proposed within the policy. The policy was presented to the Board for first reading on March 10th, and has been reviewed and endorsed by the Associated Student Government, the Academic Senate, and the College Policy Council.

FISCAL IMPLICATIONS:

None.

RECOMMENDATIONS:

Move approval of modification of Board Policy 501 (BP 5010), Admissions and Concurrent Enrollment, Second Reading.

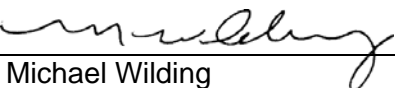
Submitted by:

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Michael Wilding
VP, Student Services

BP 5010 Admissions and Concurrent Enrollment

Reference:

Education Code Section 48000, 48800.5, 48802, 76000, 76001, 76002, 76300; Labor Code Section 3077

5010.1 Definitions

- A. Advanced scholastic or vocational work is identified as College of the Canyons degree applicable course work.
- B. Special part-time student is identified as a concurrent high school student enrolled in 11.0 college units or less.
- C. Special full-time student is identified as a concurrent high school student that has been released by the high school to attend college full-time and enroll in 12.0 units or more.
- D. Highly gifted student would be a student in K-10 who has a score of 150 or higher on the most current version of the WISC intelligence test.

5010.2 Any person applying for admission to the college must qualify under one of the following:

- A. Be a graduate of high school, passed the California High School Proficiency Test, have a GED, or have a Certificate of Completion from high school.
- B. Be 18 years of age or over and be capable of profiting from the instruction offered.
- C. Be eligible for admission as a special student pursuant to Sections 48800, 48800.5, 48802, 76001, and 76002 of the California Education Code.
 - (1) Pursuant to California Education Code Section 48800 (a) students must be approved by their high school principal or designee for “advanced scholastic or vocational work,” and identified as a special part-time or full-time student.
 - (2) Pursuant to California Education Code Section 48800 (b) may be admitted from K-10 if identified as “highly gifted.”
 - (3) Pursuant to California Education Code Section 76002 (a) and (b)(3) may be admitted as a special part-time or full-time student if:
 - a) The class is open to the general public, and
 - b) The student is currently enrolled in grades 11 – 12. Exceptions may be made for some special programs and course work, and
 - c) The student has demonstrated eligibility for instruction by completing orientation and assessment.

5010.3 The College may restrict admission in some courses and programs. (For policy on foreign students, see Santa Clarita Community College District Policy Manual Section 509).

- 5010.4** Students enrolled in grades 11-12 in a public or private school district may apply for admission to the College upon submitting an approved Special Admit form as well as an Authorization to Consent to Medical Treatment form and any other forms as deemed necessary. Home school programs for grades 11-12 must meet state guidelines for special admit students to apply for admission.
- 5010.5** Pursuant to California Education Code Section 76001 (d), specially admitted part-time students may not enroll in more than 11 units per semester.
- 5010.6** Pursuant to California Education Code Section 76300 (f) specially admitted part-time students enrolled under Section 5010.3 above may be exempt from payment of the enrollment fees, per special action of the Board. All other appropriate fees shall be assessed.
- A. Specially admitted students released from their high school to attend College of the Canyons, full-time, must pay the enrollment fee and all other appropriate fees as assessed.
- 5010.7** Claims for state apportionment submitted by the district based on enrollment of specially admitted part time students enrolled under Section 5010.3 shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

***See Administrative Procedure AP 5010
Approved 03/10/10***

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Update on Secondary Effects (Department Moves and
Re-locations on Campus)

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

The recent occupancy of the Dr. Dianne G. Van Hook University Center has freed up several work-spaces throughout the Valencia campus. The District has re-purposed those spaces and either has, or plans to move several departments.

This item will provide a review of which offices/departments have moved where, as well as other moves planned for the future.

FISCAL IMPLICATIONS:

Not Applicable.

RECOMMENDATIONS:

This item is submitted for information only.

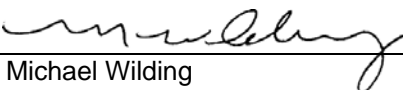
Submitted by:

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Michael Wilding
VP, Student Services

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Update on Smoking Policy and Enforcement on Campus

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

The Board adopted the most recent modifications of the District policy on smoking and tobacco use in August, 2008. In the Fall, 2008 semester we engaged in an information campaign to ensure that the policy was widely known. Late in that semester we began a period of "light" enforcement.

That strategy was followed by the current practice of warnings, followed by formal disciplinary measures for students who repeatedly violate the policy.

This presentation will discuss the merits of the policy, the effectiveness of the enforcement measures, and programs available to help students to stop smoking.

FISCAL IMPLICATIONS:

Not Applicable.

RECOMMENDATIONS:

This item is submitted for information only.

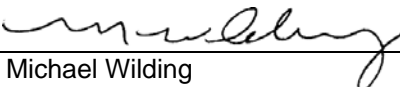
Submitted by:

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Michael Wilding
VP, Student Services

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Update on Student Services Categorical Programs

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Within Student Services are three categorical programs:

- Matriculation
- EOPS/CARE
- DSPS

All three programs received dramatic cuts in state funding for the 2009/2010 fiscal year. Nevertheless, with carryover funds from the prior year, federal ARRA funds, and sound fiscal management, all programs have been able to continue services in 2009/2010 with relatively minor cuts in programming.

However, in the 2010/2011 year, carry over funds and federal support is not likely to be available. Consequently, all three programs are planning for reductions in services.

This discussion item will center on what program reductions are planned, and strategies to continue core services.

FISCAL IMPLICATIONS:

Not Applicable.

RECOMMENDATIONS:

This item is submitted for information only.

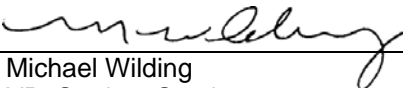
Submitted by:

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Michael Wilding
VP, Student Services

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Update on the US Department of Education Grant

to Promote Open Educational Resources (OER)

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

In October 2009, the District was awarded a 2-year \$298,896 grant from US Department of Education to support the development of open educational resources (OER) and to increase faculty and student awareness of this valuable resource. The major goals of the grant are to:

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

At the meeting, James Glapa-Grossklag, Dean of Educational Technology, Learning Resources and Distance Learning, will describe the goals of the grant, the progress to date, and the expected timelines for completion.

FISCAL IMPLICATIONS:

Not Applicable.

RECOMMENDATIONS:

This item is submitted for information only.

Submitted by:

James Glapa-Grossklag
Dean of Educational Technology,
Learning Resources and Distance
Learning

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Michael Wilding
Michael Wilding
Asst. Supt/VP, Student Services

2.6, Page 1
March 25, 2010

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY ASG/BOARD OF TRUSTEES JOINT MEETING

ITEM/TITLE Update on the Development of the Schedule of Classes

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

This item will provide an update regarding the data and decision-making used in preparation for determining what classes will be offered during a given term.

Specifically, the item will highlight variables such as:

- Course sequencing
- FTES targets
- Emerging programs
- Courses for special populations
- Support programs such as the TLC Lab and the Zone
- Term length
- Available facilities
- Other variables used to determine course offerings

FISCAL IMPLICATIONS:

Not Applicable.

RECOMMENDATIONS:

This item is submitted for information only.

Submitted by:

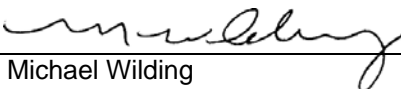
Audrey Green

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Michael Wilding
VP, Student Services

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of New and Modified Courses and Programs

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

The following list represents 13 new courses, 27 course modifications, 3 new programs and 5 program modifications that were approved by the Curriculum Committee of the Academic Senate, and subsequently by the Academic Senate for the February 18th 2010 and March 4th 2010 Curriculum Committee meetings. Of the 13 new courses that were approved, 3 are new ISA courses.

Curriculum is constantly evaluated to ensure course content and delivery methods meet the needs of the community at large. This agenda item represents a major effort on the part of the faculty to implement the Program Reviews for their departments and initiate changes to ensure courses and programs remain current in each field of study. As each piece of curriculum is processed, the Student Learning Outcomes (SLO) are also updated. In addition, the Curriculum Committee approved 34 courses and 3 programs to be deleted from our inventory. 8 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

Recommended by:

Dr. Mitjl Capet

Dr. Mitjl Capet

Assistant Superintendent/VP of Instruction

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook

Dr. Dianne G. Van Hook

Chancellor

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

PAGE: Two
AGENDA CATEGORY: INSTRUCTIONAL SERVICES
ITEM TITLE: Approval of New and Modified Courses and Programs
MEETING DATE: March 25, 2010

New Courses (con't):

BUS	172	Introduction to Insurance
BUS	174	Principles of Property and Liability Insurance
BUS	176	Personal Insurance
BUS	178	Commercial Insurance
BUS	179	Insurance Code and Ethics
GMD	120	History of Graphic Design <i>*Approved for Distance Learning Format</i>
SOCI	205	Society and the Environment
THEATR	193	Summer Theater Workshop

New Honors Courses:

BIOSCI	107H	Molecular and Cellular Biology Honors
ECON	202H	Microeconomics Honors

New ISA Courses:

PUBSAF	10AL	Supervisory Line Duty – Supervisory Course
PUBSAF	20AN	Legal Update
PUBSAF	30BI	Investigative Supervisory Operations

New Programs:

CAHSEE	Certificate of Completion
Insurance – Property and Casualty	Certificate of Achievement
News Reporting and Anchoring	Certificate of Specialization

Modified Courses:

ECE	116C	Curriculum and Classroom Management LAB C
ENGL	094	Introduction to Technical Reading and Writing
ESL	070	College Writing & Grammar II
HUMAN	150	Great Books, Great Ideas <i>*Approved for Distance Learning Format</i>
MATH	213	Calculus III
MATH	214	Linear Algebra
MATH	215	Differential Equations
MEA	118	Interactive 2D Animation
MEA	131	3D Modeling and Surfacing
MEA	155	Sound for Film, Television & New Media
MEA	206	Digital Video Editing II
MEA	218	Real-Time Video Game Animation
MEA	234	Character Animation
MEA	255	Digital Audio Post-Production
MEA	261	Advanced Animation
MUSIC	101	Musicianship I
MUSIC	106	Development of Jazz
MUSIC	140	Vocal Development for Popular Music
NURSN	089	Success in Fundamental Nursing <i>*Approved for Distance Learning Format</i>
NURSN	092	Success in Beginning Medical /Surgical Nursing <i>*Approved for Distance Learning Format</i>
NURSN	093	Success in Maternal Newborn and Pediatric Nursing <i>*Approved for Distance Learning Format</i>

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

PAGE: Three
AGENDA CATEGORY: INSTRUCTIONAL SERVICES
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Modified Courses (con't):

NURSN	094	Success in Psychiatric Nursing <i>*Approved for Distance Learning Format</i>
NURSN	095	Success in Intermediate Medical /Surgical Nursing <i>*Approved for Distance Learning Format</i>
NURSN	096	Success in Advanced Medical /Surgical Nursing <i>*Approved for Distance Learning Format</i>
PSYCH	230	Human Sexuality
SOCI	108	Thinking Critically About Social Issues
THEATR	110	Understanding Theater

Modified Programs:

Animation Production	Certificate of Achievement
Interior Design – Home Staging	Certificate of Specialization
MEA – Sound Arts	Associates of Arts Degree
Theater	Associates of Arts Degree
Theater Performance	Associates of Arts Degree

Course Deletions:

DANCE	160	Beginning Dance Ensemble
DANCE	181	Intermediate Yoga/Dance Stretching
EDUD	088	Introduction to Educational Technology
EDUC	090	Introduction to Online Teaching and Learning
MFGT	060	Introduction to Rapid Prototyping
MFGT	095	Computer Aided Design With Unigraphics
MFGT	096	Computer-Aided Manufacturing With Unigraphics
MFGT	101	Materials and Processes in Manufacturing
MFGT	102	Engineering Drawing Interpretation
MFGT	103	Introduction to Automated Manufacturing
NC.ESL	LVL1	Level 1
NC.ESL	LVL2	Level 2
NC.ESL	LVL3	Level 3
NC.ESL	LVL4	Level 4
NC.ESL	PLVL1	ESL Pre-Level 1
NC.ESL	TOEFL	TOEFL Preparation
NC.HLSF	02	Food Handler Certification
NC.OAD	ART06	Gardening as Self Expression
NC.OAD	HLTH1	Life Long Learning for Older Adults
NC.OAD	HLTH7	Mobility for Older Adults through Tai Chi in a Chair
NC.OAD	LLL02	Life Long Learning for Older Adults through Art Appreciation
NC.OAD	LLL03	Life Long Learning for Older Adults through Film Exploration
NC.OAD	LLL05	Life Long Learning through Literature Analysis-Shakespeare
NC.OAD	LLL06	Lifelong Learning through Basic Spanish Conversation
NC.OAD	LLL07	The Law and How to Use It
NC.PAED	CD01	Parenting Skills
NC.VOC	PCST	Pest Control Safety Training
NC.VOC	SURV1	Introduction to Land Surveying
SOCI	198	Special Topics in Sociology

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

PAGE: FOUR
AGENDA CATEGORY: INSTRUCTIONAL SERVICES
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Course Deletions (con't):

SOCI	198K	Scared Senseless: The Threat of Domestic and Global Terrorism
SOCI	198P	Serial Murder – Profiling the Crime and Social Response
SOCI	198R	How Much is Enough? America's Consumerist Society
SPAN	101A	Spanish for Spanish Speakers I
SPAN	250	Introduction to Spanish Translation I

Program Deletions:

Gender Studies	Associates of Arts Degree
Manufacturing Technology	Associates of Science Degree
Manufacturing Technology	Certificate of Specialization

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY STUDENT SERVICES

ITEM/TITLE Approval of Agreements Between Santa Clarita Community

ACTION/CONSENT

College District and Artifice Studios (Website Design)

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

The College of the Canyons Student Health and Wellness Center and Counseling Department has established a relationship with Artifice Studios to provide website redesign for both departments. The objectives of these agreements are to:

- Make the site more user friendly,
- Decrease waiting time by allowing students to download medical and counseling forms online before appointments, and
- Update the website to current standards.

The agreements, \$2,000 for Counseling and \$2,500 for Student Health, is to be paid in two installments each, with the final payment occurring after the work is completed.

These agreements are available from the Business Services department upon request. Approval of these agreements by the Board enables the District to meet its legal requirements for Public Agency contracts, as well as Los Angeles County Office of Education requirements for payment.

FISCAL IMPLICATIONS:

The total of this expenditure of \$4,500 is budgeted in the 2009-2010 Budget and is covered by MAA (unrestricted grant money) grant funds.

RECOMMENDATIONS:

Move approval of the Agreements Between Santa Clarita Community College District and Artifice Studios (Website Design).

Submitted by:

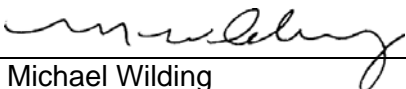
Edel Alonso / Beverly Kemmerling
Counseling / Health Center

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:


Michael Wilding

VP, Student Services

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
College of the Canyons

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 **Artifice Studios**, 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: **will design the Counseling Department website for the District. Students will be able to quickly and efficiently acquire the information they need to utilize the Counseling Department. Incorporating an easy-to-use interface and customized graphics created to help visitors navigate the website. Contractor's design will organize the website's content for optimal accessibility and convenience. The website will include the following elements to ensure usability and reach the website goals of the Counseling Department: 1.) Basic Message "If you have a question, we are here to answer it" and "If you don't know where to go, we can help you" 2.) Inform students of the 4 ways to speak to the Counseling Department--a) In Person Appointment, b) Workshop, c) Counseling Classes, c) Drop in Desk. 3.) Organize and Invite students to utilize the Video tutorials. 4.) Invite students to take advantage of the Online Counselor. Workplan: a)Website Mock up--will present a mockup design; b)Programming and Testing--site will be coded using XHTML and CSS. Deliverables: Website Package--All webpages, images and other assets will be hosted on District's web server. A CD with all files will also be provided to District at District's request. Contractor agrees that the website will be built in compliance with the guidelines set forth by District's WEB Committee and that the initial site or any major modifications are approved by the District's WEB Committee before making the site publicly available.** 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 **March 26, 2010**, and will diligently perform as required and complete performance by **April 26, 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 **Two Thousand Dollars (\$2,000.00)**. 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 Districts 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:

To the District:

Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Attn: Edel Alonso
Email: edel.alonso@canyons.edu

To the Contractor:

Artifice Studios
21812 Grovepark Drive
Saugus, CA 91350
Attn: Antonio Diaz
Email: antonio@artificestudios.com

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

CONTRACTOR

BY: _____

BY: _____

Signature of Authorized Representative

Signature of Authorized Representative

Print Name MICHAEL WILDING

Print Name

Print Title ASST SUPERINTENDENT/VP-STUDENT SVS

Print Title

Date

Date

Board Meeting-Date of Approval/Ratification

Social Security # Or Federal Tax ID #

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
College of the Canyons

Item 3.2-B, 03/25/10
Under Sep Cover
(Student Health Center)

**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 **Artifice Studios**, 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: **will design and develop the Health Center website for the District. The website will focus on providing information and resources about Health, Nutrition, and the Health Center.** 1.)**Workplan:** a)**Website Mock up--will present a mockup design;** b)**Programming and Testing--site will be coded using XHTML and CSS.** 2.)**Deliverables: Website Package--All webpages, images and other assets will be hosted on District's web server. A CD with all files will also be provided to District at District request.** 3.)**Contractor agrees that the website will be built in compliance with the guidelines set forth by District's WEB Committee and that the initial site or any major modifications are approved by the District's WEB Committee before making the site publicly available.** 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 **March 25, 2010**, and will diligently perform as required and complete performance by **April 25, 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 **Two Thousand Five Hundred Dollars (\$2,500.00)**. 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 Districts 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:

<u>To the District:</u> Santa Clarita Community College District 26455 Rockwell Canyon Road Santa Clarita, CA 91355 Attn: Beverly Kemmerling Email: beverly.kemmerling@canyons.edu Tele: (661) 362-3243	<u>To the Contractor:</u> Artifice Studios 21812 Grovepark Drive Saugus, CA 91350 Attn: Anthonio Diaz Email: antonio@artificestudios.com Tele: (661) 295-5212
--	--

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

CONTRACTOR

BY: _____
Signature of Authorized Representative

BY: _____
Signature of Authorized Representative

Print Name MICHAEL WILDING

Print Name

Print Title ASST SUPERINTENDENT/VP-STUDENT SVS

Print Title

Date

Board Meeting-Date of Approval/Ratification	12-06-06
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Date

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY BUSINESS SERVICES

ITEM/TITLE Approval of Travel Authorizations Schedule T 09/10-15

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

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

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

FISCAL IMPLICATIONS:

Travel expenditure requests for fiscal year 2009-10 totaling \$40,244.81 are included in the 2009-10 Adopted Budget.

RECOMMENDATIONS:

Move Approval of Travel Authorizations Schedule T 09/10-15.

Submitted by:

Kari Soffa

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Sharlene L. Coleal

Sharlene L. Coleal

**TRAVEL AUTHORIZATION SCHEDULE
BOARD OF TRUSTEES MEETING
March 25, 2010**

Under Separate Cover Item 3.3 March 25, 2010
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	Registr'n Fees	Trans	Lodging	Meals	Other	Total	Code	Funding Source
<u>RATIFIED TRAVEL</u>								
1 ATPC Conference 02/18/10 Ventura, CA Scott McAfee		No Cost to District						NO COST TO DISTRICT
2 Nursing Resource Lab Coordinator Meeting 03/02/10 Los Angeles, CA Tina Waller		No Cost to District						NO COST TO DISTRICT
3 COADN Conference 03/03-03/05/10 Costa Mesa, CA Diane Morey		No Cost to District						NO COST TO DISTRICT
4 Meeting with Chancellor's Office Consultant on WIB Relations 03/04/10 Sacramento, CA Dena Maloney	-	377.40	-	40.00	-	\$417.40	CCC	
5 CA Organization of Associate Degree Nursing Directors 03/04/10 Costa Mesa, CA Tammy Bathke		No Cost to District						NO COST TO DISTRICT
6 Magic in Teaching 03/10-03/11/10 Los Angeles, CA Diane Morey		No Cost to District						NO COST TO DISTRICT
7 CCG Ice Hockey ACHA Nationals 03/10-03/13/10 Ft. Myers, FL Jim Schrage (16 team members)	-	7,000.00	3,000.00	1,000.00	-	\$11,000.00	PP	ASG HOCKEY CLUB ACCOUNT
8 Sierra College - Matriculation North Meeting 03/11/10 Rocklin, CA Chelley Maple		No Cost to District						NO COST TO DISTRICT
9 SSCCC Region VI Meeting 03/12/10 Santa Barbara, CA Nicolas Cardenas	-	76.10	-	25.00	-	\$101.10	SS	STUDENT AND CO-CURRICULAR ACT
10 CREATE CATC Retooling Event - IPv6 03/13/10 Santa Barbara, CA Karen Stanton *Mtg date revised. Approved on 02/24/10								

**TRAVEL AUTHORIZATION SCHEDULE
BOARD OF TRUSTEES MEETING
March 25, 2010**

	<i>Registr'n Fees</i>	<i>Trans</i>	<i>Lodging</i>	<i>Meals</i>	<i>Other</i>	<i>Total</i>	<i>Code</i>	<i>Funding Source</i>
11 Centralized Assessment Adviseement Committee 03/15/10 Sacramento, CA Cheiley Maple		No Cost to District						NO COST TO DISTRICT
12 2010 eTranscript California Workshop 03/16/10 Los Angeles, CA Shamiran Rogers Jasmine Ruys		No Cost to District No Cost to District						NO COST TO DISTRICT NO COST TO DISTRICT
13 Community College Open Textbook Collaborative Quarterly Meeting 03/17/10 Los Altos Hills, CA James Glapa-Grossklag		No Cost to District						NO COST TO DISTRICT
14 AAFPE 2010 Regional Conference 03/18-03/20/10 San Francisco, CA Nicole Lucy	175.00	-	-	-	-	\$175.00	IS	
15 CISOA 03/20-03/23/10 Ontario, CA Robert Brezina	275.00	69.50	191.90	-	-	\$536.40	IR	
16 Chancellor's Office, WIB, Finance, Facilities Funding, LAO (re: Legislative Panel Planning) Meetings 03/21-03/23/10 Sacramento, CA Dianne Van Hook	-	404.71	350.00	110.00	40.00	\$904.71	P	
17 All USA/All State Academic Teams Luncheon (Phi Theta Kappa) 03/22/10 Sacramento, CA Miriam Golbert	50.00	183.04	-	10.00	40.00	\$283.04	IS	
18 US/CAN CATC Conference, CREATE CATC Springs In-Person Regional Meeting 03/22-03/25/10 San Jose, CA Karen Stanton	-	251.90	500.00	155.00	40.00	\$946.90	IS	CISCO GRANT
APPROVED TRAVEL								
19 COA / CCCAA Convention 4/01/10 Ontario, CA Len Mohny	100.00	69.58	-	-	-	\$100.00	SS	FOUNDATION - COUGAR CLUB

**TRAVEL AUTHORIZATION SCHEDULE
BOARD OF TRUSTEES MEETING
March 25, 2010**

	Registration Fees	Trans	Lodging	Meals	Other	Total	Code	Funding Source
20 2010 Phi Rho Pi National Speech Tournament 04/02-04/11/10 New Orleans, LA Michael Leach	840.00	6,600.00	4,500.00	1,400.00	-	\$13,340.00	IS	
SPEECH COACHES								
Kristen Appruzese		Expenses are included in the \$13,340.00						
Anne Marre Bautista		Expenses are included in the \$13,340.00						
Josh Haley		Expenses are included in the \$13,340.00						
Tony Laschi		Expenses are included in the \$13,340.00						
(8 Students TBD)								
21 Phi Theta International Convention 04/08-04/10/10 Orlando, FL Miriam Golbert	349.00	339.66	515.26	105.00	80.00	\$1,388.91	IS	
Patty Robinson	-	400.00	515.26	105.00	-	\$1,020.26	IS	
22 Gamma Beta Phi National Convention 04/09-04/10/10 Nashville, TN Jennifer Hauss	190.00	629.60	915.85	164.55	-	\$1,900.00	IS	ASG GRANT
Edwin Esteban (student)								
23 TechEd 2010 Conference 04/11-04/13/10 Pasadena, CA Ebony Coburn	110.00	150.00	-	135.00	-	\$395.00	IS	
(Travel expenses are expected to be reimbursed by Ventura College)								
24 TechEd 2010 Conference 04/12/10 Pasadena, CA Jill Roberson	110.00	50.00	-	45.00	-	\$205.00	IS	DIST. ED. CC GRANT #4
25 TechEd 2010 Conference 04/12-04/13/10 Pasadena, CA Scott McAfee	No Cost to District							NO COST TO DISTRICT
26 Aruba Wireless Mobility Bootcamp 04/12-04/16/10 Sunnyvale, CA Tim Doyle	-	320.00	900.00	315.00	-	\$1,535.00	IR	
27 Interdisciplinary Field Studies- Language Immersion - Silent Weekend 04/17-04/19/10 San Bernardino, CA Brittany Applen	-	143.50	-	41.00	-	\$184.50	IS	
28 Sign 204: Interpreting II - GLAD 04/20/10 Los Angeles, CA Brittany Applen	No Cost to District							NO COST TO DISTRICT

**TRAVEL AUTHORIZATION SCHEDULE
BOARD OF TRUSTEES MEETING
March 25, 2010**

	Registration Fees	Trans	Lodging	Meals	Other	Total	Code	Funding Source
29 Metro Marketing Workshop								
04/20/10								
Los Angeles, CA								
Tammy Castor	-	15.25	-	15.00	-	\$30.25	SS	
Joy Reilley	-	15.25	-	15.00	-	\$30.25	SS	
30 CIWEA 2010 Annual Conference								
04/22-04/23/10								
Los Angeles, CA								
Stan Wright	No Cost to District							NO COST TO DISTRICT
31 CalWORKS Statewide Training Institute								
04/26-04/27/10								
Sacramento, CA								
Geraldine Branda	285.00	212.90	390.00	60.00	4.00	\$951.90	SS	TANF
Pamela Brogdon-Wynne	285.00	180.40	390.00	60.00	60.00	\$975.40	SS	TANF
32 UCLA Transfer Alliance Program								
04/30/10								
Los Angeles, CA								
Joan Jacobson	No Cost to District							NO COST TO DISTRICT
33 Interdisciplinary Field Studies Weekend								
04/30-05/02/10								
San Bernardino, CA								
Jeannie Chari	-	120.00	-	30.00	-	\$150.00	IS	
34 Interdisciplinary Field Studies Weekend								
05/14-05/16/10								
San Bernardino, CA								
Jeannie Chari	-	120.00	-	30.00	-	\$150.00	IS	
FISCAL YEAR 10/11								
35 2010 ESRI Education and International User Conferences								
07/10-07/14/10								
San Diego, CA								
Vincent Devlahovich	645.00	176.38	1,497.05	275.00	25.00	\$2,618.43	IS	CTE COMMUNITY COLLAB GRNT 2
DISTRICT EXCURSIONS								
36 Honors - Honors Research Conference								
03/06/10								
Irvine, CA								
Patricia Robinson**+								
ASG CLUB EXCURSIONS								
37 Gamma Beta Phi - Inaugural Heroes								
03/27/10								
Newhall, CA								
Jennifer Haus**+								
38 Phi Theta Kappa - International Convention								
04/08-04/10/10								
Orlando, FL								
Miriam Golbert**+								

**TRAVEL AUTHORIZATION SCHEDULE
BOARD OF TRUSTEES MEETING
March 25, 2010**

	Registrn Fees	Trans	Lodging	Meals	Other	Total	Code	Funding Source
39 Gamma Beta Phi Honor & Service Society - Sheraton Music City Hall 04/09-4/10/10 Nashville, TN Jennifer Hauss***+								
MILEAGE								
40 Keith Rypka***+ 01/06-01/29/10	-	181.00	-	-	-	\$181.00	IS	CACT
41 Theresa Smith***+ 02/02-02/25/10	-	38.56	-	-	-	\$38.56	IR	BFAP/FINANCIAL AID
42 Keith Rypka***+ 02/03-02/11/10	-	211.00	-	-	-	\$211.00	IS	CACT
43 Pamela Daggon***+ 02/04-02/23/10	-	8.63	-	-	-	\$8.63	IS	EWD CENTER #1/3
44 Chris Miner***+ 02/04-02/14/10	-	89.80	-	-	-	\$89.80	PP	
45 Karen Stanton***+ 02/11-02/19/10	-	138.50	-	-	-	\$138.50	IS	CISCO GRANT
46 Sheryn Monheim***+ 02/17-02/18/10	-	12.63	-	-	-	\$12.63	IS	
47 Kathleen Alfano***+ 02/19/10	-	58.50	-	-	-	\$58.50	IS	NSF GRANT CARRY FORWARD
48 Gina Bogna***+ 02/19/10	-	47.50	-	-	-	\$47.50	IS	VTEA
49 Jennifer Hauss***+ 02/024, 03/03/10	-	13.50	-	-	-	\$13.50	SS	
50 Kevin Kistler***+ 02/26/10	-	57.00	-	-	-	\$57.00	IS	
51 Tim Baber***+ 03/01/10	-	48.74	-	-	-	\$48.74	IS	IDRC - WELDING GRANT
GRAND TOTAL						\$40,244.81		

Administrative Oversight Codes	
* District Vehicle	P - President (1000)
** Private Vehicle	IS - Instructional Services (2000)
+ Ratification	SS - Student Services (3000)
# Substitute Required	BS - Business Services (4000)
	PP - Plant & Property (5000)
	PS - Personnel Services (8000)
	AD - Administrative Services (7000)
	IR - Institutional Research (8000)
	CCC - Canyon Country Campus (9000)

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY HUMAN RESOURCES

ITEM/TITLE Approval of Personnel Schedule PERS 2009/2010-14

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

Please see the attached.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATIONS:

Move approval of Personnel Schedule PERS 2009/2010-14.

Submitted by:

Diane M. Fiero

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

Diane M. Fiero

Diane Fiero
Asst. Supt/VP, Human Resources

A. ACADEMIC PERSONNEL

Category 3. Employment, Temporary Hourly as Needed

Adjunct Instructors: Spring 2010 (04/16/10 – 06/04/10)

Last Name	First Name	Position Title
Binkle	David	Hotel/Restaurant Management

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

Category 6. Other

c. Approval of Guest Lecturers:

Mel Dyke. Guest lecturer for Sociology 101, 102, 200 and 207 for Mary Valentine on March 22, 2010, March 23, 2010 and March 29, 2010.

Dr. David Weiler. Guest lecturer for Music 176 for Lori Marie Rios on March 29, 2010.

Additional names of guest lecturers may be presented to the Board.

B. CLASSIFIED PERSONNEL

Category 3. Employment – Adult Hourly

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

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.

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.

Name	Department	Start Date	End Date	Eligibility Pool
Bautista, Anne Marre	Comm. Studies	3/26/10	6/25/10	Direct Service to Students
Shannon, Tim	Health Science	3/26/10	6/25/10	Direct Service to Students

Adult Hourly IX - \$16.75 per hour

Provides specialized assistance in an office, department or classroom. Has specialized skills that require specialized training, primarily at the college level. Performs specialized tasks and duties that have a high degree of difficulty under minimal supervision.

Name	Department	Start Date	End Date	Eligibility Pool
Campos, Claudia	Distance Learning	3/26/10	6/25/10	Project

Adult Hourly XI - \$21.00 per hour

Provides higher level of specialized assistance in an office, department or classroom. Requires more advanced specialized knowledge, skills, training and/or experience. Performs more advanced specialized tasks and duties that have a high degree of difficulty under minimal supervision.

Name	Department	Start Date	End Date	Eligibility Pool
Richards, Mary	ETI	4-15-10	6/25/10	Project

Adult Hourly XIV - \$29.50 per hour

Provides professional work in an office, department or classroom. Requires some certifications and/or skills at a higher level of the profession. Performs work with a higher level of the profession. Performs work with a higher degree of difficulty that requires professional expertise or skills.

Name	Department	Start Date	End Date	Eligibility Pool
Da Costa, George Gomes	Emerging Tech.	3/26/10	6/25/10	Demand
Daskalov, Konstantin	Emerging Tech	3/26/10	6/25/10	Demand

Salary Revision

Name	Department	Start Date	End Date	Revised Salary
Sheehan, Richard	Comm. Studies	2/25/10	6/25/10	\$10.50 per hour

Start Date Revision

Name	Department	Org. Start Date	Revised Start Date
Maldonado, Chris	Audio Visual	2/25/10	2/26/10

End of Service

Name	Department	Original End Date	Revised End Date
Fair, Valerie	Facilities	6/25/10	1/29/10
Nelson, Cherie	Facilities	6/25/10	11/06/10

Adult Hourly Interpreter (Salary Schedule P)

Range 4, Interpreter, Level II - \$29.50 per hour

May have completed, or will continue to work towards completing an Interpreter Training Program or any other combination of experience and training in the process of interpretation between English and American Sign Language, Manually Coded English, and oral interpretation which demonstrates assurance of skills appropriate to the Level II skills requirements; is developing and fine-tuning their interpreting skills; has experience in a college setting; has knowledge of R.I.D. Code of Ethics and demonstrates professional conduct expected of interpreters.

Name	Department	Start Date	End Date	Eligibility Pool
Murphy, Andrea	Human Resources	3/26/10	6/25/10	Demand

Additional names of Adult Hourly Workers may be presented to the Board.

Category 6. Other

g. Volunteers:

Name	Department
Chang, Peter	Biology
Gomez, Esteban	American Sign Language
Marquez, Marcel	PE/Athletics

Additional names of Volunteers may be presented to the Board.

h. Other:

Robert Kuch, Maintenance Worker III, revision of start date to March 15, 2010. PP*

Timothy Dugan, Maintenance Worker III, payment for additional services rendered for athletic game management, running the scoreboard during our Men's and Women's Basketball games during the Winter 2010 semester, in the lump sum amount of \$725.00. PP*

C. **MANAGEMENT**

Category 6. Other

James Glapa-Grossklag, Dean, Education Technology, Learning Resources and Distance Education. Payment for supplementary services rendered as the Associate Program Advanced Teaching Workshop Facilitator in the flat rate sum of \$550. IS*

*Administrative Responsibility

- BS Business Services
- IS Instructional Services
- PP Plant and Property
- SS Student Services
- O Other

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

Board of Trustees Meeting 03/25/10

AGENDA

CATEGORY INSTRUCTIONAL SERVICES

ITEM/TITLE Approval of Lease Extension Between Santa Clarita

Community College District and CB Richard Ellis for the

Culinary Arts Teaching Facility

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

BACKGROUND / ANALYSIS:

On April 1, 2009, College of the Canyons entered into a lease agreement with Westfield LLC for space on Town Center Drive for our Culinary Arts Program to provide space for their teaching facility. This lease was due to expire on March 30, 2010. However the circumstances have changed in such a way that CB Richard Ellis (CBRE) will be able to accommodate the district's culinary program through the end of the Spring 2010 semester, which ends on June 3, 2010.

CBRE, the current property manager is extending our lease through June 4, 2010 at the request of the new lessee. The extension of this lease will allow our students to complete the spring semester in this facility and allow the district time to vacate the premises.

FISCAL IMPLICATIONS:

The fiscal terms remain the same, \$4,000 per month (or prorated portion of a month) plus the cost of utilities. The expense will be offset by the FTES income generated.

RECOMMENDATIONS:

Move approval of Lease extension between the Santa Clarita Community College District and CB Richard Ellis for the Culinary Arts Teaching Facility

Submitted by:

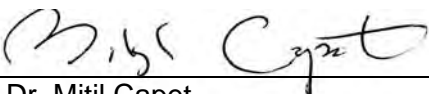
Audrey Green

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook
Chancellor

Recommended by:



Dr. Mitjl Capet
Asst Superintendent/VP, Instruction

VALENCIA TOWN CENTER, VALENCIA, CA
FIRST AMENDMENT TO LICENSE AGREEMENT
(Extension)

This First Amendment to License Agreement ("Amendment") is dated as of March 19, 2010 by and between VTC BUSINESS CENTER, LLC, a Delaware limited liability company ("Licensor"), and SANTA CLARITA COMMUNITY/ COLLEGE DISTRICT ("Licensee"), doing business as "College of the Canyons".

RECITALS

A. Licensor and Licensee are parties to that certain Temporary Revocable License dated as of April 2, 2009 (the "License Agreement") granting a license to Licensee to use certain kitchen space and facilities as more particularly described in the License Agreement (the "Premises") on the ground floor of that certain building located at 24300 Town Center Drive, Santa Clarita, California, which is part of the office park commonly known as Valencia Town Center (the "Complex"), and more particularly described in the License Agreement.

B. The Term of the License Agreement is scheduled to expire on March 31, 2010.

C. Licensor and Licensee presently desire to amend the License Agreement as more fully set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Defined Terms.** All capitalized terms not defined herein shall have the same respective meanings as are given such terms in the License Agreement unless expressly provided otherwise in this Amendment.

2. **Extension of Term.** The Term of the License Agreement is hereby extended for a period of two (2) months and four (4) days (the "Extension Period") commencing on April 1, 2010, and terminating on June 4, 2010 (the "Termination Date"). Licensee shall pay to Licensor commencing on April 1, 2010, and thereafter on or before the first day of each calendar month during the remainder of the Extension Period, at such place as Licensor may designate, without deduction, offset, prior notice or demand, the License Fee in lawful money of the United States in the amount of \$4,000.00 per month. The License Fee for any partial month shall be prorated based on a 30-day month. Section 19 of the License Agreement is hereby deleted in its entirety and shall be of no further force or effect.

3. **Condition of the Premises.** Licensee shall accept the Premises in their "AS IS" condition effective as of the commencement of the Extension Period. Licensee acknowledges that Licensor shall have no obligation to make or pay for any improvements to the Premises or otherwise prepare the Premises for Licensee's use during the Extension Period. Notwithstanding

the foregoing, Licensee shall not be responsible for any existing or pre-existing conditions or pre-existing damage to the Premises, which has been repaired by Licensee. Attached hereto as Exhibit A is a list of the repairs which Licensee has previously made to the Premises.

4. **Licensor's Access Rights.** Licensor shall have the right to enter the Premises at any time; provided, however, that Licensor shall use commercially reasonable efforts to minimize interference with the operation of Licensee's business in the Premises during such entry. Concurrently with Licensee's execution of this Amendment, Licensee shall provide Licensor with a working key to the Premises.

5. **Failure to Timely Surrender.** If Licensee fails to surrender the Premises by 11:59 p.m. on the Termination Date, then in addition to all other damages and remedies to which Licensor may be entitled for such holding over: (a) Licensee shall pay, in addition to the Licensee Fee, an additional fee equal to \$500 per day for each day of such holding over; and (b) Licensee shall otherwise continue to be subject to all of Licensee's obligations under the License Agreement. The provisions of this Section 5 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Licensor provided herein or at law. If Licensee fails to surrender the Premises upon the Termination Date, in addition to any other liabilities to Licensor accruing therefrom, Licensee shall protect, defend, indemnify and hold Licensor harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Licensor resulting therefrom.

6. **Payments: Notice Provision.** All payments shall be delivered to Licensor at VTC Business Center, LLC, P.O. Box 6149, Hicksville, New York, 11802-6149. As of the date hereof, Licensor's new address for receipt of notices under the License Agreement is as follows:

c/o CB Richard Ellis, Inc.
24303 Town Center Drive, Suite 160
Valencia, CA 91355
Attention: Valencia Town Center Property Manager

with a copy to:

c/o Invesco Real Estate
500 Three Galleria Tower
13155 Noel Road
Dallas, Texas 75240-5090
Attention: Valencia Town Center Asset Manager.

7. **Real Estate Brokers.** Licensee and Licensor warrant that they have had no dealings with any broker or agent in connection with this Amendment, other than Licensor's broker, CB Richard Ellis. Licensee covenants to pay, hold harmless and indemnify Licensor from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by any other broker or agent utilized by Licensee with respect to this Amendment or the negotiation hereof.

8. **Authority.** Licensee and each person executing this Amendment on behalf of Licensee hereby covenants and warrants that (a) Licensee is in good standing under the laws of the State of California, (b) Licensee has full power and authority to enter into this Amendment and to perform all Licensee's obligations under the License Agreement, as amended by this Amendment, and (c) each person (and all of the persons if more than one signs) signing this Amendment on behalf of Licensee is duly and validly authorized to do so.

9. **No Offer.** Submission of this instrument for examination and signature by Licensee does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Licensor and Licensee.

10. **Release.** Licensee hereby releases Licensor of and from all liabilities, claims, controversies, causes of action and other matters of every nature which, through the date hereof, have or might have arisen out of or in any way in connection with the License Agreement and/or the Premises demised thereunder. Licensee acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Licensee hereby waives and relinquishes every right or benefit it may have under Civil Code Section 1542 and all other provisions of law with respect to any such claim it may have against Licensor to the full extent that it may lawfully do so. In connection with such waiver and relinquishment, Licensee acknowledges that it is aware that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Amendment, but that it is Licensee's intention hereby to fully, finally and forever settle and release all such claims, known or unknown, suspected or unsuspected, which may now exist or which have previously existed between Licensee and Licensor. Accordingly, Licensee agrees that this Amendment shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts.

11. **Non-Disclosure of Terms.** Licensee acknowledges and agrees that the terms of the License Agreement, this Amendment and any other amendments to the License Agreement are intended to be confidential. Disclosure of such terms could adversely affect the ability of Licensor to negotiate other leases and amendments to leases, and impair Licensor's relationship with other tenants. Accordingly, Licensee agrees that Licensee, and its employees, agents and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of the License Agreement, this Amendment, or any other amendments to the License Agreement to any newspaper or other publication or any other tenant or apparent prospective tenant or licensee of the Complex, or any real estate broker or agent, either directly or indirectly, without the prior written consent of Licensor.

12. **License Agreement in Full Force and Effect.** This Amendment contains the entire understanding between the parties with respect to the matters contained herein. Licensee

hereby affirms that on the date hereof no breach or default by either party has occurred and that the License Agreement, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect with no defenses or offsets thereto. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Amendment, except as are contained herein and in the License Agreement. This Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment as of the date first set forth above.

LICENSOR:

LICENSEE:

VTC BUSINESS CENTER, LLC,
a Delaware limited liability company

SANTA CLARITA COMMUNITY
COLLEGE DISTRICT

By: ICRE REIT Holdings,
a Maryland real estate investment trust

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Exhibit A List of Repairs

Heath, Brad @ Valencia

From: Colisal, Sharlene [Sharlene.colisal@canyons.edu]
Sent: Monday, March 15, 2010 1:35 PM
To: Heath, Brad @ Valencia
Cc: Green, Audrey; Schrage, Jim; Capat, Mitl
Subject: FW: College of the Canyons Culinary Lease Extension

Follow Up Flag: Follow up
Flag Status: Flagged

Brad,

Please see the list of as-is conditions that we met when the facility was released to us back in April 2009. It took us 2 months to make repairs so that we could occupy the space.

I would appreciate it if you could add this to the lease extension.

Thank you.

-----Original Message-----

From: Schrage, Jim
Sent: Saturday, March 13, 2010 8:55 PM
To: Colisal, Sharlene
Subject: RE: College of the Canyons Culinary Lease Extension

Here are the as-is conditions, that we repaired prior to operating the store:

1. Walk-in refrigeration boxes - refrigerator and freezer - were inoperative and required complete restoration prior to operating as designed.
2. Interior lighting systems were inoperative and required extensive repairs on the existing dimmer and switching systems to make operational.
3. Holes in existing cook line walls were repaired with stainless plates per Health Department requirements.
4. All door weatherstripping/rodent-proofing, on all exterior doors, was replaced per Health Department requirements.
5. Installation of missing and improper baseboards throughout the kitchen area were replaced per Health Department requirements.
6. HVAC systems were inoperational at time of occupancy; a coordinated effort between District and Lessee contractors was required to repair and return to normal service.
7. The main natural gas line servicing the building was out of compliance with current regulations. A major effort was expended to re-pipe the system prior to obtaining authorization from the Gas Company to activate service.
8. Miscellaneous painting and other wall finishes were completed per Health Department requirements.
9. Miscellaneous tile flooring repairs were made per Health Department requirements.
10. Lighting bulbs and fixtures were repaired and replaced throughout the space.