

**Item 4.1**

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

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**  
**BOARD OF TRUSTEES**

**JOINT MEETING WITH THE**  
**ASSOCIATED STUDENT GOVERNMENT**

**BOARD MEETING ROOM – HASLEY HALL (HSLH-137)**

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

**2:30 p.m.**

**Wednesday, October 27, 2010**

**Closed Session will begin at 2:00 pm.**  
**The Joint meeting with ASG Officers will begin at 2:30 pm with the**  
**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 Public Employee Discipline/Dismissal/Release  
(pursuant to Government Code §54957)

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**

**2. ASG/BOARD OF TRUSTEES JOINT MEETING ITEMS**

- |     |                                                                     |                            |
|-----|---------------------------------------------------------------------|----------------------------|
| 2.1 | Discussion Regarding the Support of Student Art Displayed on Campus | DISCUSSION                 |
| 2.2 | Discussion Regarding Campus Beautification                          | DISCUSSION                 |
| 2.3 | Update on ASG Goals and Activities                                  | INFORMATION                |
| 2.4 | Discussion on Implementing a College Hour on Campus                 | INFORMATION/<br>DISCUSSION |

**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 Resolution 2010/11-03: Permission to Transact Child Development Agreement CCAP-0047 with the California Department of Education for Child Development Services
- 3.2 Ratification of Renewal of Consultant Contract for Fiscal Year 2010/11 for Foster and Kinship Care Education Program, Outreach and Workshop Facilitator (Carri Arquilevich)
- 5.1 Approval of Travel Authorizations Schedule T 10/11-8
- 6.1 Approval of Addendum #11 to the Design/Build Contract for the Mentry Hall Expansion Project (Klassen Corporation)
- 6.2 Approval of Contract for Site Improvements – South Campus Landscaping Project, Valencia Campus (Martinez Landscape Co., Inc.)
- 7.1 Approval of Personnel Schedule PERS 2010/11-07
- 7.2 Approval of Classified Administrator Employment Contract for Assistant Director, Admissions & Records
- 7.3 Approval of Classified Administrator Employment Contract for Interim Dean, Economic Development
- 8.1 Ratification for Renewal of Agreement Between Santa Clarita Community College District and Studica, Incorporated

**4. GENERAL**

- |     |                                                                             |      |
|-----|-----------------------------------------------------------------------------|------|
| 4.1 | Comments by Members of the Audience on Any Item<br><u>NOT ON THE AGENDA</u> | ORAL |
|-----|-----------------------------------------------------------------------------|------|

**5. ANNOUNCEMENT OF NEXT MEETING**

(Wednesday, November 10, 2010 – Closed Session, 2:30 pm, Open Session, 4:00 pm, 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 10/27/10

**AGENDA**

**CATEGORY** ASG/BOARD OF TRUSTEES JOINT MEETING

**ITEM/TITLE** Discussion Regarding the Support of Student Art

Displayed on Campus

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

**BACKGROUND / ANALYSIS:**

Colleges and universities are unique in their support of art in the workplace. Understanding that art, in all its forms, generates discussion and critical thinking, the ASG would like to hold a discussion regarding strategies to increase the display of art, particularly that which is produced by students, around the campus.

In an effort to facilitate this discussion, the ASG has asked that the LEAP team related to the collection and display of student art provide a brief recap of their project.

**FISCAL IMPLICATIONS:**

N/A.

**RECOMMENDATIONS:**

This item is presented for information only.

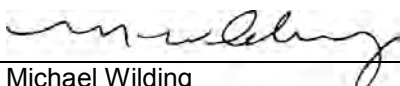
Submitted by:

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook  
Chancellor

Recommended by:



Michael Wilding  
Asst Superintendent/VP, Student Services/

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** ASG/BOARD OF TRUSTEES JOINT MEETING

**ITEM/TITLE** Discussion Regarding Campus Beautification

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

**BACKGROUND / ANALYSIS:**

The District has recently received a very generous gift of plants and trees. Combined with the efforts of the LEAP Garden team, the campus is poised to make dramatic improvements to areas that have been in need of beautification. This item will provide an update on the activities of the LEAP Garden Team, as well as general plans for planting and landscaping at both the Valencia and Canyon Country campuses.

**FISCAL IMPLICATIONS:**

N/A

**RECOMMENDATIONS:**

This item is presented for information only.

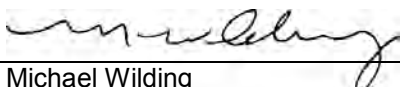
Submitted by: \_\_\_\_\_

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook  
Chancellor

Recommended by: \_\_\_\_\_



Michael Wilding  
Asst Superintendent/VP, Student Services/

SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
COLLEGE OF THE CANYONS

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** ASG/BOARD OF TRUSTEES JOINT MEETING

**ITEM/TITLE** Update on ASG Goals and Activities

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

**BACKGROUND / ANALYSIS:**

The Associated Student Government (ASG) will share their 2010-2011 goals with the Board of Trustees. In addition, the ASG will present updates on campus involvement and activities that have occurred and planned for both campuses.

**FISCAL IMPLICATIONS:**

N/A

**RECOMMENDATIONS:**

This item is presented for information only.

Submitted by:

Allison Devlin

Director, Student Development &  
Campus Activities

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

Dr. Michael Wilding

Dr. Michael Wilding  
Asst Superintendent/VP, Student Services/

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** ASG/BOARD OF TRUSTEES JOINT MEETING

**ITEM/TITLE** Discussion on Implementing a College Hour on Campus

ACTION/CONSENT

ACTION

INFORMATION

DISCUSSION

**BACKGROUND / ANALYSIS:**

Over the years, the District and the Associated Student Government (ASG) have discussed the idea of bringing a College Hour to College of the Canyons. College Hour is a one-hour block of time, typically near mid-day, when no classes are taught. Instead, the time is dedicated to students' activities and faculty/staff committee meetings.

Still interested in this concept, the ASG would like to discuss the next steps to making College Hour a reality at College of the Canyons. This includes discussion of creating a strategy to gather support from the Academic Senate and Instructional Deans, and a timeline; which will include presenting the plan to the academic calendar committee.

**FISCAL IMPLICATIONS:**

N/A

**RECOMMENDATIONS:**

This item is presented for information/discussion only.

Submitted by:

Allison Devlin

Director Student Development &  
Campus Activities

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

Dr. Michael Wilding

Dr. Michael Wilding  
Asst Superintendent/VP, Student Services/

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** INSTRUCTIONAL SERVICES

**ITEM/TITLE** Approval of Resolution 2010/11-03: Permission to Transact

**ACTION/CONSENT**

Child Development Agreement CCAP-0047 with the

**ACTION**

California Department of Education for Child Development

**INFORMATION**

Services

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

The California State Department of Education, Child Development Division, is offering Child Care and Development Programs directly serving infants and toddlers ages birth to three years the opportunity to participate in a local agreement for Child Development Services. The contract funds may be used:

1. to purchase equipment and materials
2. to expand recruitment and outreach efforts to enroll additional infants and toddlers
3. to train staff to work with infants and toddlers
4. to make minor renovations or repairs

The contract period for fiscal year 2010 -2011 will be from July 1, 2010 through June 30, 2011.

**FISCAL IMPLICATIONS:**

The amount of \$589.00 will be used for the purchase of the above mentioned items.

**RECOMMENDATIONS:**

Move approval of Resolution 2010/11-03, Child Development Agreement with the California Department of Education for Child Development Services.

Submitted by:

Diane M. Stewart

Dean, ECE and Training Programs

Approval for submission to Board of Trustees:

*Dr. Dianne G. Van Hook*

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

*Dr. Mitjl Capet*

Dr. Mitjl Capet

Assistant Superintendent/VP of Instruction

**RESOLUTION - 2010/11-03**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California State Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 10-11.

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**RESOLUTION**

BE IT RESOLVED that the Governing Board of Santa Clarita Community College District authorizes entering into local agreement number/s CCAP-0047 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dianne Van Hook</u>	<u>Chancellor</u>	_____
<u>Mitjl Capet</u>	<u>Asst. Supt./VP - Instruction</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 27<sup>th</sup> day of October, 2010, by the Governing Board of the Santa Clarita Community College District of Los Angeles County, California.

I, \_\_\_\_\_, Clerk of the Governing Board of the Santa Clarita Community College District, of Los Angeles, County, California, certify that the foregoing is full, true and correct, copy of a resolution adopted by the said Board at a business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** INSTRUCTIONAL SERVICES

**ITEM/TITLE** Ratification of Renewal of Consultant Contract for Fiscal  
Year 2010/11 for Foster and Kinship Care Education  
Program, Outreach and Workshop Facilitator  
(Carri Arquilevich)

**ACTION/CONSENT**

**ACTION**

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

This item is for approval of a renewal to the contract for Consulting Services with Carri Arquilevich, MFT to develop and implement Base, D and F rate workshops for pre-service/in-service training for Foster, Foster/Adopt and Kinship providers, and extending outreach within the College service area. This is a program funded by the State Chancellor's Office and has been in existence for 20+ years.

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

**FISCAL IMPLICATIONS:**

\$18,000 Foster and Kinship Care Program Fund 12. No District funds are being expended, as it is a grant supported activity.

**RECOMMENDATIONS:**

Move to ratify the renewal of the consultant contract for Fiscal Year 2010/11 for Foster and Kinship Care Education Program, Outreach and Workshop Facilitator (Carri Arquilevich).

Submitted by:


Diane Stewart  
Dean ECE and Training

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

  
Dr. Mitjl Capet  
Asst Supt/VP, Instruction

## Santa Clarita Community College District

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("District"), a California community college district and political subdivision of the State of California, and **Carri Arquilevich** ("Contractor"), an individual. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

A. District requires certain specialized services and is authorized pursuant to California law, including Education Code Sections 70902 and 88003.1, to contract for the specialized services.

B. The District and the Contractor, agree that the District has undertaken to identify and secure a qualified Contractor to:

1. **Coordinator for Foster and Kinship Care Education ("FKCE") as described in Section 2, Duties and Obligations.**

C. Contractor represents that Contractor has the proper training, skill, and experience, and is qualified, including any required license, permits, and certification, to provide District the specialized services required by this Agreement. District may require a resume and reference information.

D. The Parties desire by this Agreement to set forth the terms and conditions upon which Contractor shall provide the Work (as that term is defined in this Agreement) and District shall compensate Contractor for such Work, and to set forth the Parties' rights and obligations relating to such Work and this Agreement.

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

#### 1. SCOPE OF AGREEMENT.

- A. Contractor shall perform and provide all labor, materials, supplies, and equipment necessary to complete the Work required by this Agreement and as described in Section 2 below, which Work shall be performed in accordance with the terms and conditions of this Agreement. Contractor's services shall be performed as set forth herein for the benefit of the District's students.
- B. District Remedies. If the District concludes that Contractor is not meeting the standards or scope of Agreement as set forth herein, the District may issue written notice to Contractor setting forth the deficiencies and the required remedy. Upon receiving notification from the District, Contractor shall immediately take all steps necessary to remedy the deficiency. If Contractor does not take steps to rectify the problem to the District's satisfaction, the District may terminate the Agreement for cause in accordance with Section 4.

#### 2. DUTIES AND OBLIGATIONS

##### A. CONTRACTOR

- 1) Contractor's Services. The District hereby retains Contractor to provide the following Work in accordance with the terms and conditions of this Agreement:
  - a. **Coordinator for Foster and Kinship Care Education Program**
  - b. **Plan all FKCE workshops including staffing**
  - c. **Attend FKCE conference in March 2011**
  - d. **Attend all workshops as representative of FKCE program as mutually agreed upon**
  - e. **Plan FKCE workshops in coordination with City of Santa Clarita**
  - f. **Facilitate "Active Parenting" workshops as the instructor and follow-up with workshop participants.**

### 3. TERM OF AGREEMENT.

- A. Term of Agreement. This Agreement shall commence on **September 1, 2010, and shall continue in full force and effect thereafter until and including June 30, 2011,** ("Term").

### 4. TERMINATION OF AGREEMENT.

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

- 1) With or Without Cause. Each Party may terminate this Agreement at any time during the Term of this Agreement, with or without cause, upon providing the other Party with at least 60 days written notice before the effective date of termination.
- 2) Termination by Mutual Agreement. The Parties may terminate this Agreement by mutual agreement set forth in writing and signed by the Parties.
- 3) Termination for Cause. The District may terminate this Agreement for cause if Contractor fails to meet any of the requirements of this Agreement. The District may give ten (10) days written notice to Contractor of District's intent to terminate this Agreement for Contractor's failure to satisfactorily perform its obligations under this Agreement or otherwise comply with the terms of this Agreement. If, after the expiration of such ten (10) days, Contractor fails to cure the performance as set forth in the District's notice, District may issue a notice of termination and immediately terminate this Agreement. District, at its sole discretion, shall determine if Contractor's corrective actions in response to the District's notice are satisfactory and adequate. Grounds for termination for cause include, but are not limited to, the following:
  - g. License, Certification, or Permit. Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor, as a requirement for performing the Work, must be licensed, certified, or hold any certain permit, and such license, certification, or permit has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency. Contractor shall notify District no later than 10 days of Contractor's receipt of any notice of revocation, suspension, probation, or repeal of any license, certification, or permit that Contractor is required to have in order to perform the Work.
  - h. Contractor's Noncompliance with Applicable Laws. Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor fails to comply with federal, state, and/or local laws applicable to Contractor's performance of the Work under this Agreement.
  - i. Non-Allocation of or Insufficient Allocated Funds. Notwithstanding any provision in this Agreement to the contrary, if for any fiscal year of this Agreement, District's governing board, or other government agencies from whom District is to receive funds to pay for this Agreement, fails, after exercising reasonable efforts, to appropriate or allocate funds, or the amount of the funds allocated are insufficient, for future periodic payments under this Agreement, Owner may, upon 30 days written notice to Contractor, order Contractor to cease the Work and terminate this Agreement. District will remain obligated to pay Contractor for any Work Contractor performed before the effective termination date but shall not be obligated to pay Contractor the balance unpaid on this Agreement after the effective termination date.
  - j. Failure to pay the District the Monthly Commission, as substantiated by Statement of Daily Revenues, by the fifteenth (15<sup>th</sup>) day of each month for two (2) continuous months.
  - k. Key Employee. If this Agreement requires that a specific employee or personnel of Contractor perform any or all of the Work and such person, at any time during the Term, is unwilling or unable to perform the required Work because of his or her physical or mental condition, or for any other reasons, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.
  - l. Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. If Contractor shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Contractor, or of all or a substantial part of the assets of Contractor, (2) be unable, fail, or admit in writing Contractor's inability generally to pay Contractor's debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against Contractor under applicable federal bankruptcy law, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any

insolvency law or any answer admitting the material allegations of a petition filed against Contractor in any bankruptcy, reorganization, or insolvency proceeding, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.

- m. Order, Judgment, or Decree. If an order, judgment, or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Contractor or of all or a substantial part of the assets of Contractor, in each case without Contractor's application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for 30 consecutive days, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.
- n. Contractor's Assignment or Transfer of Agreement. Any assignment or transfer of this Agreement by Contractor in violation of Section 11.1 constitutes a material breach of this Agreement and District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice.
- o. Negligent practices and/or obvious abandonment of business operations, e.g., continual and/or repeated non-response to District communications.
- p. If Contractor fails or neglects to supply or deliver any of said services or goods at the prices named and at the time and place stated, District may, without further notice or demand, cancel and rescind this Agreement or may purchase said goods, supplies or services elsewhere, and hold the Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of the Contractor in performing any of the terms and conditions of this Agreement, it being specifically provided and agreed that time shall be of the essence of this Agreement.

B. **Rights and Obligations upon Termination.** Upon termination of this Agreement, the following shall apply and provisions of this Section shall survive termination of this Agreement:

- 1) Payment. Contractor shall be entitled to payment only for Work that Contractor satisfactorily performed (as determined by District) before the effective date of termination and for which Contractor has provided District with written documentation as required by District.
- 2) Work. Any required work product, including, but not limited to, any documents, drawings, reports, and other materials, prepared by or for Contractor in performance of this Agreement shall be promptly delivered to District no later than 30 days after the effective date of termination of this Agreement. If Contractor is the Party giving notice of termination and the effective termination date is before the end of the pending academic semester, Contractor, at District's option and written request, shall provide the Work until the end of District's academic semester.
- 3) Records and Information. At District's request, all records and materials related to the Work performed under this Agreement that District provides to Contractor shall be returned to District no later than 30 days after the effective date of termination of this Agreement.
- 4) Contractor Personal Property. The Parties shall coordinate and cooperate to allow Contractor to remove Contractor's personal property that Contractor has placed on District's facilities or property relating to this Agreement. If Contractor does not remove any such personal property from District's facilities or property within 30 days of District's written notice to Contractor, Contractor shall be deemed to have abandoned the property. Upon expiration of the 30 days, District may, without any compensation to or liability from Contractor, keep or remove and/or dispose of the property as District deems proper. If District incurs any cost to remove and/or dispose of the property, District will invoice Contractor and Contractor shall pay District within 30 days of the date of the invoice.
- 5) District's Right Upon Termination for Breach. If the District terminates Contractor for breach of contract pursuant to Section 4.A.3), District, at any time following breach may, with or without notice or demand and without limiting District in the exercise of any right or remedy, terminate Contractor's right of use and/or possession of the Leased Premises and any of District's equipment by any lawful means. Contractor shall immediately surrender use and/or possession of the Leased Premises and any of District's equipment to the District. The Contractor shall indemnify, defend and hold harmless the District, its Board of Trustees, officers, agents and employees, individually and collectively, from any and all claims, liabilities, damages, losses, costs and expenses arising out of, or related to, such breach including, but not limited to, reasonable attorney's fees and costs.

C. **Force Majeure.**

- 1) **Applicability and Relief.** The provisions in this Section 4.C. shall apply if either Party is delayed or prevented from performing any act or rendering any services required under this Agreement by a Force Majeure Event, as that term is defined in Section 4.C.2) below. No Party shall be liable for any failure or delay in performing this Agreement if the failure or delay is proximately caused by a Force Majeure Event, and such failure or delay is beyond the control of the Parties and which by the exercise of due diligence by the Parties could not reasonably have avoided the Force Majeure Event and such Force Majeure Event was not avoided.
- 2) **Force Majeure Event.** A "Force Majeure Event" shall mean events or circumstances beyond the Parties' reasonable control and occurring without any fault or negligence of a Party, and which by the exercise of due diligence by the Parties could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts, including sanction, embargo, and import or export regulation, or order. A Force Majeure Event shall not include events or circumstances that are within a Party's reasonable control or that occurs as a result of or arises from a Party's act or omission, which events or circumstances include, but are not limited to, failure by a Party and/or its subcontractors, suppliers, or agents to meet their legal or contractual obligations where no Force Majeure Event has occurred; disruption in services to a Party caused by one or more of the following: server failures, software glitches, disputes with subcontractors, suppliers, or other agents or parties, or disputes between Contractor and its employees.

5. **PAYMENT.**

- A. **Amount of Compensation.** District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed **Eighteen Thousand Dollars (\$18,000.00)** ("Contract Amount").
- B. **For Reimbursement of Expenses.** Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
- C. **Method and Schedule of Payment.** District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with Section 5.C.1) below.
  - 1) **Invoice.** Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized Expenses** incurred during the billing period. All **District-authorized Expenses** shall be documented **with original receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. No invoice will be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.
  - 2) **District Approval and Payment of Invoice; Re-Invoice.** District shall review and approve all invoices before payment to Contractor. Upon District's request, Contractor shall submit additional documentation to District to support any invoice. District shall pay Contractor no later than 30 days after District approves an invoice submitted by Contractor. If District does not approve an invoice, District shall notify Contractor in writing the reason(s) why District did not approve the invoice. Contractor may re-invoice District to cure the defects identified in District's notice. The revised or new invoice will be treated as a new submittal.

6. **INTENTIONALLY LEFT BLANK.**

7. **INDEMNITY.**

A. **Indemnity Obligations.**

- 1) **Obligations of Parties.** Each Party ("Indemnifying Party") shall, to the fullest extent permitted by law and only in proportion to each Party's respective liability, defend, indemnify, and hold harmless the other Party ("Indemnified Party") and the Indemnified Party's governing body, officers, employees, and agents from and against any claims, suits, and liability relating to this Agreement and arising out of any act or omission of, or caused by, the Indemnifying Party and/or the Indemnifying Party's governing body, officers, employees, or agents. The Parties intend by the provisions in this Subsection 7.A.1)

and hereby agree that where the Parties are jointly liable, each Party's obligation under this Subsection to the other Party shall only be in proportion to each Party's liability. Each Party is solely liable for any claims, suits, and liability arising out of the sole act or omission of, or caused solely by, that Party and/or its governing body, officers, employees, or agents.

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

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

## 8. CONFIDENTIALITY, RECORDS AND INFORMATION, AND MATTERS PRODUCED..

A. Survivability. The obligations and duties set forth under this Section 8 shall survive the termination of this Agreement.

B. Use and Handling of Confidential Records and Information.

- 1) Confidential Nature of Materials. To the extent permitted or required by law, Contractor agrees to maintain the confidentiality of, and shall not disclose to any third party, documents designated by District as confidential, which shall include: (1) all documents, records, reports, data, or other materials provided by District to Contractor, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays, and other items; and (2) all documents, records, reports, data, work product, or other materials prepared by or for Contractor under this Agreement, including but not limited to draft reports, final report(s), and all data, information, documents, graphic displays and other items; and (3) student or employee records or information (collectively "Confidential Materials").
- 2) No Disclosure of Confidential Materials. Contractor shall be responsible for protecting the confidentiality and maintaining the security of Confidential Materials in Contractor's possession and shall impose the same responsibility upon Contractor's subcontractors. All Confidential Materials shall be deemed confidential and shall remain District's property. Contractor understands the sensitive nature of the Confidential Materials and agrees that Contractor and Contractor's officers, partners, employees, agents or subcontractors will not release, disseminate, or otherwise publish Confidential Materials, except as required by law or a court order, as provided in this Agreement, or as authorized in writing by District. Contractor agrees not to make use of such Confidential Materials for any purpose not related to the performance of the Work under this Agreement. Contractor shall not make written or oral disclosures of Confidential Materials, other than as necessary for Contractor's performance of the Work under this Agreement, without the District's prior written approval.
- 3) Protections to Ensure Control Over Confidential Materials. All Confidential Materials saved or stored by Contractor or Contractor's subcontractors in an electronic form shall be protected by adequate security measures to ensure that such Confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and Internet controls.
- 4) Violation of Confidentiality. If District reasonably determines in good faith that Contractor has materially breached any of its obligations under this Section, District, in its sole discretion, shall have the right to provide Contractor with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Contractor, within one day of discovery, shall report to District any use or disclosure of Private Data not authorized by the Agreement or in writing by District. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure;

(iv) what Contractor has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, requested by the District.

C. Documentation, Review, Audit, and Retention. Contractor shall maintain and, make available to District upon District's request, during Contractor's regular business hours, accurate books and accounting records relating to the all Work provided pursuant to this Agreement. Contractor shall permit District to audit, examine, and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after termination of this Agreement, during which period Contractor shall make such data and records available to District upon District's request. If this Agreement involves the expenditure of public funds in excess of \$10,000, this Agreement, under Government Code Section 8546.7, is subject to the examination and audit of the State Auditor, at District's request or as part of any audit of District, for three years after final payment under this Agreement. Where any grant funds are used, in whole or in part, to any pay for the Work under this Agreement, District will provide Contractor with written notice of any additional requirements under the grant(s), and Contractor, upon receipt of such written notice, shall comply with all applicable requirements of the grant(s). The obligations of this Section shall survive termination of this Agreement.

D. Matters Produced. Any original written or recorded data, documents, graphic displays, reports or other materials that contain information relating to Contractor's performance of the Work and any inventions, discoveries or improvements of materials that are developed, originated, or prepared by Contractor for District pursuant to this Agreement (collectively "Work Product") are instruments of service and shall become District's property upon completion or termination of this Agreement. Contractor hereby irrevocably assign and transfer all of Contractor's right, title, and interest to and in the Work Product to District, including but not limited to any copyright, trademark, trade secret, or patent interest. In addition, District reserves and shall have the right to use, duplicate, and/or disclose, in whole or in part, in any manner and for any purpose whatsoever, the Work Product and to authorize others to use, duplicate, and/or disclose the Work Product. If Contractor utilizes any of Contractor's property (including, without limitation, any hardware, software, proprietary or confidential information, or any trade secrets) to perform the Work, such property shall remain the property of Contractor and District shall acquire no right or interest in such property, except that Contractor irrevocably grants to District a license for District to use such property in District's continuance, implementation, or operation of the Work after the termination of this Agreement.

9. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY.**

A. **Applicability.** The provisions of this Section 9 shall apply to this Agreement if this Agreement is funded, in part or in whole, with federal funds.

B. **Certification.**

- 1) By executing this Agreement, 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).
- 2) By executing this Agreement, Contractor certifies to the best of Contractor's knowledge and belief that Contractor and Contractor's principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not, within a three-year period preceding the execution of this Agreement, been convicted of, or had a civil judgment rendered against them, for: (1) 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; (2) violation of federal or state antitrust statutes; (3) 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 (4) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

- c. 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 Subsection 9.B.2)b. above, of this certification;
- d. Have not, within a three-year period preceding the execution of this Agreement, had one or more public transaction (federal, state, or local) terminated for cause or default;
- e. 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
- f. Include in all lower tiers covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth in this Section 9.

10. **INTENTIONALLY LEFT BLANK.**

11. **GENERAL PROVISIONS.**

- A. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.
- B. **Applicable Law, Venue, and Interpretation.** This Agreement, and the Parties' rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by District. The provisions of this Agreement are to be construed in all cases as a whole, according to their fair meaning, and not strictly for or against any Party.
- C. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- D. **Independent Contractor.** Contractor is retained as an independent contractor. Contractor and all of Contractor's officers, employees, and agents are not officers, employees, or agents of District.
- E. **Compliance with Applicable Laws.** In performing the Work, Contractor shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances applicable to the Work.
- F. **Notices.** All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

District                      Assistant Superintendent, Vice President, Business Services  
Santa Clarita Community College District  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355

Contractor                  Carri Arquilevich  
25423 Hopkins Pl.  
Stevenson Ranch, CA 91381  
[Arquilevich@att.net](mailto:Arquilevich@att.net)  
661-255-3400

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

- G. **Binding Effect.** This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.
- H. **Cumulative Rights and Remedies.** Unless specifically provided in this Agreement, no right or remedy in this Agreement provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy given herein or now or hereafter existing at law or in equity.
- I. **Assignment and Transfer.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without District's prior written consent.
- J. **Waiver.** Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- K. **Advertising.** A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent. In the event such permission is extended, the granting Party shall furnish the requesting Party with camera-ready artwork for such use. Requesting Party shall not modify, distort or change artwork provided by granting Party without written approval from granting Party.
  - 1) **Use of District's Trademark/Logo.** Contractor must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. PIO's written approval shall establish the specifics of the authorized use including location, duration and accompanying content. PIO shall have the right to demand immediate removal of District's name and/or logo at any time for Contractor's failure to abide by the specifics of PIO's written approval.
  - 2) **Breach of Authorized Use.** Any unauthorized use of District's name and/or logo constitutes a material breach of this Agreement and warrants immediate termination by the District. Contractor shall indemnify District, as set forth in Section 7 of this Agreement, from any claims or damages resulting from the use of District's name and/or logo.
- L. **Approval of District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

CONTRACTOR

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_  
 Signature of Authorized Representative

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

BY: \_\_\_\_\_  
 Signature of Authorized Representative

Print Name MITJL CAPET

Print Title ASST SUPT/ VP - INSTRUCTION

Date \_\_\_\_\_  
 District's Board of Trustee's  
 Approval/Ratification Date October 27, 2010

Initiator: C. Stephens x3512  
 Copy: H. Haywood

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** BUSINESS SERVICES

**ITEM/TITLE** Approval of Travel Authorizations Schedule T 10/11-8

**ACTION/CONSENT**

**ACTION**

**INFORMATION**

**DISCUSSION**

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**BACKGROUND / ANALYSIS:**

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

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

**FISCAL IMPLICATIONS:**

Travel expenditure requests for fiscal year 2010-11 totaling \$95,719.08 is included in the 2010-11 Adopted Budget.

**RECOMMENDATIONS:**

Move Approval of Travel Authorizations Schedule T 10/11-8.

Submitted by:

Kari Soffa

Approval for submission to Board of Trustees:



Dr. Dianne G. Van Hook  
Chancellor

Recommended by:



Sharlene L. Coleal

**TRAVEL AUTHORIZATION SCHEDULE  
BOARD OF TRUSTEES MEETING  
October 27, 2010**

<b>Under Separate Cover Item 5.1 October 27, 2010</b>
---------------------------------------------------------------

	<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>
<b>RATIFIED TRAVEL</b>								
1 2010 Strengthening Student Success Conference 10/06/10 Costa Mesa, CA Paul Wickline	25.00	90.00	-	15.00	-	\$130.00	IR	
2 2010 Strengthening Student Success Conference & CTE Pre-Conference Session 10/06-10/08/10 Costa Mesa, CA Jose Martin	400.00	92.42	500.00	100.00	30.00	\$1,122.42	IS	<i>BASIC SKILLS</i>
3 CREATE Workshops: KidWind Teacher Workshop, Introduction to Solar Training & PV Teacher Development Workshop 10/07-10/09/10 Ridgecrest, CA Kathleen Alfano	-	165.00	225.00	165.00	-	\$555.00	IS	<i>NSF GRANT CARRY FORWARD</i>
4 Interdisciplinary Field Studies 10/08-10/10/10 San Bernardino, CA Michael Dermody	-	5.00	-	125.00	-	\$130.00	IS	
5 Postsecondary Electronic Standards Council ePortfolio California Summit 2010 10/11/10 Los Angeles, CA Kristin Houser	50.00	47.65	-	-	-	\$97.65	IS	<i>VTEA</i>
6 Educause 2010 10/12-10/13/10 Anaheim, CA Jim Temple	95.00	121.80	-	15.00	20.00	\$251.80	IR	
7 Network of CA Community College Foundation Symposium 10/12-10/15/10 Palm Desert, CA Murray Wood	250.00	151.18	567.00	-	-	\$968.18		<i>FOUNDATION - UNRESTRICTED FUND</i>
8 Target Annual Fall Workshop Series 10/14/10 Ventura, CA Josue Sandoval	99.00	48.50	-	-	-	\$147.50	PP	
9 State Chancellor's Office Federal Legislative Task Force 10/18/10 Sacramento, CA Eric Harnish	-	266.50	-	55.00	-	\$321.50	P	
10 On Course II Workshop 10/21-10/24/10 Burlingame, CA Brandy Beda Denee Pescarmona Mary Petersen	1,095.00 1,095.00 1,095.00	200.00 320.50 339.42	- - -	- - -	- 129.66 -	\$1,295.00 \$1,545.16 \$1,434.42	IS IS IS	<i>BASIC SKILLS</i> <i>BASIC SKILLS</i> <i>BASIC SKILLS</i>
11 SWACC 10/22/10 Millbrae, CA Sharlene Coleal	No Cost to District							<i>NO COST TO DISTRICT</i>

**TRAVEL AUTHORIZATION SCHEDULE  
BOARD OF TRUSTEES MEETING  
October 27, 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>
12 Interdisciplinary Field Studies 10/22-10/24/10 San Bernardino, CA Michael Dermody	-	5.00	-	125.00	-	\$130.00	IS	
13 Marketing Workshop 10/26/10 Los Angeles, CA Tammy Castor Joy Reilley	- - -	17.50 17.50	- -	15.00 15.00	- -	\$32.50 \$32.50	IS IS	
<b>APPROVED TRAVEL</b>								
14 CSUN Counselor Institute 10/27/10 Northridge, CA Joan Jacobson								No Cost to District  <i>NO COST TO DISTRICT</i>
15 Deposition Required Related to District Business 10/28/10 Los Angeles, CA Carl Ebaugh								No Cost to District  <i>NO COST TO DISTRICT</i>
16 State Budget Workshop[ 11/03/10 Chino, CA Sharlene Coleal Cindy Grandgeorge Donna Haywood	85.00 85.00 85.00	67.00 - -	55.00 55.00 55.00	- - -	- - -	\$207.00 \$140.00 \$140.00	AD AD AD	
17 Ice Hockey Club Regular Season Competition Game 11/03-11/07/10 Sioux Center, IA Jim Schrage (25 team members)	-	15,500.00	3,000.00	1,000.00	-	\$19,500.00	PP	<i>ASG ICE HOCKEY CLUB ACCOUNT</i>
18 SoCalBio Conference 11/03-11/04/10 Los Angeles, CA Kevin Walsh	-	31.00	300.00	-	-	\$331.00	IS	<i>RTF INCUMB. WORK. MANUFACT. 1</i>
19 SoCalBio Conference 11/04/10 Los Angeles, CA Susan Crowther Kelly Cude Kathy Flynn Miriam Golbert Kristin Houser	200.00 200.00 200.00 200.00 200.00	31.00 31.00 31.00 31.00 31.00	- - - - -	- - - - -	- - - - -	\$231.00 \$231.00 \$231.00 \$231.00 \$231.00	IS IS IS IS IS	<i>RTF INCUMB. WORK. MANUFACT. 1</i> <i>RTF INCUMB. WORK. MANUFACT. 1</i> <i>RTF INCUMB. WORK. MANUFACT. 1</i> <i>RTF INCUMB. WORK. MANUFACT. 1</i> <i>RTF INCUMB. WORK. MANUFACT. 1</i>
20 Phi Theta Kappa Nevada / California Regional Leadership Conference 11/05-11/07/10 Irvine, CA Miriam Golbert	150.00	70.82	240.00	90.00	-	\$550.82	IS	

TRAVEL AUTHORIZATION SCHEDULE  
 BOARD OF TRUSTEES MEETING  
 October 27, 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>
21 Interdisciplinary Field Studies 11/05-11/07/10 San Bernardino, CA Michael Dermody	-	5.00	-	125.00	-	\$130.00	IS	
22 Board of Governors Meeting 11/08-11/09/10 Los Angeles, CA Patty Robinson	No Cost to District							NO COST TO DISTRICT
23 WCET 2010 11/10-11/13/10 La Jolla, CA John Makevich	603.00	80.00	600.00	165.00	-	\$1,448.00	IS	OPEN EDUC RESOURCES GRANT
24 Matriculation Conference 11/17/10 Pasadena, CA Jasmine Ruys	75.00	34.90	-	-	-	\$109.90	SS	
25 35th Annual CAIR Conference 11/18-11/19/10 San Diego, CA Barry Gribbons	225.00	169.00	257.78	55.00	-	\$706.78	IR	
26 UCLA Transfer Alliance Program Conference 11/19/10 Los Angeles, CA Joan Jacobson Patty Robinson	No Cost to District							NO COST TO DISTRICT
27 Community College League of California Annual Convention 11/19/10 Pasadena, CA Jasmine Ruys	No Cost to District							NO COST TO DISTRICT
28 Interdisciplinary Field Studies 11/19-11/21/10 San Bernardino, CA Michael Dermody	-	5.00	-	125.00	-	\$130.00	IS	
29 DET/CHE 2010 11/30-12/03/10 San Diego, CA John Makevich	350.00	55.00	600.00	165.00	-	\$1,170.00	IS	DIST. ED. CC GRANT #4
30 Ice Hockey Club Regular Season Competition Game 12/03-12/05/10 Flagstaff, AZ Jim Schrage (25 team members)	-	1,000.00	2,000.00	500.00	-	\$3,500.00	PP	ASG ICE HOCKEY CLUB ACCOUNT
31 Ice Hockey Club Regular Season Competition Game 12/09-12/12/10 Boulder, CO Jim Schrage (25 team members)	-	11,500.00	3,000.00	1,000.00	-	\$15,500.00	PP	ASG ICE HOCKEY CLUB ACCOUNT

**TRAVEL AUTHORIZATION SCHEDULE  
BOARD OF TRUSTEES MEETING  
October 27, 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>
32 CCCSFAAA 2010 Annual Conference 12/09-12/12/10 San Diego, CA Tom Bilbruck	295.00	286.00	557.51	170.00	40.00	\$1,348.51	SS	BFAP/FINANCIAL AID
33 Ice Hockey Club PCHA Playoffs 02/03-02/06/11 Fresno, CA Jim Schrage (25 team members)	-	3,000.00	1,000.00	750.00	-	\$4,750.00	PP	ASG ICE HOCKEY CLUB ACCOUNT
34 Ice Hockey Club ACHA Regionals 02/17-02/20/11 Colorado Springs, CO Jim Schrage (25 team members)	-	11,500.00	3,000.00	1,000.00	-	\$15,500.00	PP	ASG ICE HOCKEY CLUB ACCOUNT
35 Ice Hockey Club ACHA Nationals 03/08-03/13/11 Holland, MI Jim Schrage (25 team members)	-	13,000.00	4,500.00	2,000.00	-	\$19,500.00	PP	ASG ICE HOCKEY CLUB ACCOUNT

**INSTRUCTIONAL OPTIONAL FIELD TRIP**

36 MESA - USC Transfer Day  
10/22/10  
Los Angeles, CA  
David Martinez\*\*+

**ASG CLUB EXCURSIONS**

37 Future Educators Club - Loyola Marymount University  
10/02/10  
Los Angeles, CA  
Renee Marshall\*\*+

38 Future Educators Club - Lombardi Ranch  
10/09/10  
Santa Clarita, CA  
Renee Marshall\*\*+

39 Psychology Club/Psi Beta - CBS Studios  
10/22/10  
Los Angeles, CA  
Mehgen Andrade\*\*+

40 Hands on Earth - Topanga State Park  
10/22/10  
Topanga, CA  
Jeannie Chari\*\*+

41 Gamma Beta Phi - Rose Bowl  
10/23/10  
Pasadena, CA  
Jennifer Hauss\*\*+

TRAVEL AUTHORIZATION SCHEDULE  
 BOARD OF TRUSTEES MEETING  
 October 27, 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>
42 Ice Hockey Club - Sioux Center, IA 11/03-11/07/10 Sioux Center, IA Jim Schrage**								
43 Hands on Earth - Chantry Flats 11/12/10 La Canada Flintridge, CA Jeannie Chari**								
44 Ice Hockey Club - Flagstaff, AZ 12/03-12/05/10 Flagstaff, AZ Jim Schrage**								
45 Future Educators Club - SCV Literacy & Arts Festival 12/04/10 Santa Clarita, CA Renee Marshall**								
46 Ice Hockey Club - Boulder, CO 12/09-12/12/10 Boulder, CO Jim Schrage**								
47 Ice Hockey Club - Fresno, CA 02/03-02/06/11 Fresno, CA Jim Schrage**								
48 Ice Hockey Club - Colorado Springs, CO 02/17-02/20/11 Colorado Springs, CO Jim Schrage**								
49 Ice Hockey Club - Holland, MI 03/08-03/13/11 Holland, MI Jim Schrage**								
<b>MILEAGE</b>								
50 Kristin Houser***+ 07/13-7/16, 8/9-8/25, 9/17-9/20/10	-	104.50	-	-	-	\$104.50	IS	
51 Connie Sparks***+ 07/23/10	-	47.00	-	-	-	\$47.00	IS	SBDC GRANT (FEDERAL) #1
52 Michael Enright***+ 07/29-07/30/10	-	19.40	-	-	-	\$19.40	CCC-PP	
53 Anthony Michaelides***+ 08/10-08/16/10	-	7.45	-	-	-	\$7.45	SS	
54 Steve Tannehill***+ 08/25, 09/01-09/28/10	-	181.50	-	-	-	\$181.50	IS	SBDC GRANT (FEDERAL) #1

TRAVEL AUTHORIZATION SCHEDULE  
BOARD OF TRUSTEES MEETING  
October 27, 2010

	Registr'n Fees	Trans	Lodging	Meals	Other	Total	Code	Funding Source
55 Gil Murphy**+ 08/30, 09/15-09/20/10	-	134.25	-	-	-	\$134.25	IS	SBDC GRANT (FEDERAL) #1
56 Pamela Daggon**+ 08/31, 09/20/10	-	4.72	-	-	-	\$4.72	IS	EWD CENTER #1/3
57 Jasmine Foster**+ 09/01-09/30/10	-	157.50	-	-	-	\$157.50	P	
58 Theresa Smith**+ 09/07-09/28/10	-	28.92	-	-	-	\$28.92	SS	BFAP/FINANCIAL AID
59 Anthony Michaelides**+ 09/08-09/28/10	-	20.00	-	-	-	\$20.00	SS	
60 Ryan Theule**+ 09/13-09/27/10	-	47.00	-	-	-	\$47.00	CCC-SS	
61 Kevin Walsh**+ 09/14-09/30/10	-	137.98	-	-	26.25	\$164.23	IS	ETI
62 Paul Mazbanian**+ 09/14/10	-	33.33	-	-	-	\$33.33	IS	SBDC GRANT (FEDERAL) #1
63 Catherine Grooms**+ 09/14-09/23/10	-	82.32	-	-	-	\$82.32	IS	SBDC GRANT (FEDERAL) #1
64 Connie Sparks**+ 09/15-09/28/10	-	94.00	-	-	-	\$94.00	IS	SBDC GRANT (FEDERAL) #1
65 James Glapa-Grossklag**+ 09/16/10	-	34.70	-	-	8.25	\$42.95	IS	
66 Jennifer Hauss**+ 09/20-09/28/10	-	17.50	-	-	-	\$17.50	SS	
67 Chuck Lyon**+ 09/21/10	-	36.00	-	-	-	\$36.00	SS	
68 Ben Tenn**+ 09/21-09/25/10	-	18.50	-	-	-	\$18.50	SS	SBDC GRANT (FEDERAL) #1
69 Gina Bogna**+ 09/22, 10/07/10	-	19.03	-	-	-	\$19.03	IS	VTEA
70 Karen Stanton**+ 09/23-09/28/10	-	58.00	-	-	-	\$58.00	SS	CISCO GRANT CARRY FORWARD
71 Kathleen Alfano**+ 09/24/10	-	69.00	-	-	-	\$69.00	SS	NSF GRANT CARRY FORWARD
72 Marsha Buterbaugh**+ 09/24/10	-	88.00	-	-	-	\$88.00	SS	NSF GRANT CARRY FORWARD
73 Kristin Houser**+ 09/24/10	-	86.28	-	-	-	\$86.28	SS	NSF GRANT CARRY FORWARD

**TRAVEL AUTHORIZATION SCHEDULE  
BOARD OF TRUSTEES MEETING  
October 27, 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>
74 Pamela Daggon**+ 09/27/10	-	2.41	-	-	-	\$2.41	IS	EWD CENTER #1/3
75 Audrey Green**+ 09/28/10	-	69.80	-	-	-	\$69.80	IS	BASIC SKILLS
76 Jim Temple**+ 10/04/10	-	13.70	-	-	-	\$13.70	IR	
77 Jennifer Hauss**+ 10/06/10	-	9.50	-	-	-	\$9.50	SS	
78 Anthony Michaelides**+ 10/07-10/08/10	-	21.15	-	-	-	\$21.15	SS	
79 Deanna Riveira**+ 10/08/10	-	30.50	-	-	-	\$30.50	IS	

**GRANO TOTAL                    \$95,719.08**

<b>Administrative Oversight Codes</b>	
* 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 (6000)
	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 10/27/10

**AGENDA**

**CATEGORY** PHYSICAL PLANT, FACILITIES and CONSTRUCTION

**ITEM/TITLE** Approval of Addendum #11 to the Design/Build

**ACTION/CONSENT**

Contract for the Mentry Hall Expansion Project

**ACTION**

(Klassen Corporation)

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

The Mentry Hall Expansion will provide 20,371 assignable square footage of space that will house the expansion of the Media, Arts (Painting, Drawing and Sculpture), Photography and Graphics programs. Included are three computer labs, a large lecture room, ten classrooms, a 2-D drawing classroom, a life/drawing classroom, two conference rooms and 12 office spaces. The Mentry Hall Remodel will update the MEA function (formerly RTVF), the Art Gallery and some additional classroom spaces on the first and second floors of the existing building.

Klassen Corporation was awarded the Design/Build contract for the Expansion project at the December 3, 2008 Board meeting. Addendum #11 includes two items and results in a **deduction** to contract of **(\$23,888)**.

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

**FISCAL IMPLICATIONS:**

This is a GO Bond-funded project, funds for which can only be used towards Bond-listed projects.

**RECOMMENDATIONS:**

Move approval of Addendum #11 the Design/Build contract to Klassen Corporation for the Mentry Hall Expansion Project as noted above.

Submitted by:

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

Approval for submission to Board of Trustees:

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

Recommended by:

*J. Schrage*

**ADDENDUM #11  
TO AGREEMENT FOR DESIGN-BUILD SERVICES FOR  
THE MENTRY HALL (FINE ARTS) EXPANSION CONSTRUCTION PROJECT**

The contract dated December 10, 2008 for the Design-Build Services for the Fine Arts Expansion Construction Project is hereby modified by Board action October 13, 2010 by and between the Santa Clarita Community College District, a California college district (“District”) and Klassen Corporation (“DBE”)

The agreement is modified as follows:

**Deduction of (\$23,888)**

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

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

“DBE”  
Klassen Corporation

By: \_\_\_\_\_  
Dr. Dianne G. Van Hook  
Chancellor

By: \_\_\_\_\_

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** PHYSICAL PLANT, FACILITIES and CONSTRUCTION

**ITEM/TITLE** Approval of Contract for Site Improvements-South Campus

**ACTION/CONSENT**

Landscaping Project, Valencia Campus (Martinez

**ACTION**

Landscape Co., Inc.)

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

As part of the GO Bond -funded site improvement projects, the South Campus Landscaping Project includes the installation of irrigation and installation of owner-provided plants and shrubs surrounding the Mentry Hall Expansion, Village and Student Support Center areas on the Valencia Campus.

The District would like to enter into a contract with Martinez Landscape Co., Inc. (Sylmar, CA) in the amount of \$34,760 for this project. This contract includes the installation labor and material for a new irrigation system including the installation of a 3" water line and new sod along with the planting of the landscape materials recently donated to the college.

The District used the informal bidding guidelines of the California Uniform Public Construction Cost Accounting Procedure for projects \$125,000 or less in obtaining bids. Copies of the contract have been distributed under separate cover and are available upon request.

**FISCAL IMPLICATIONS:**

This is a GO Bond-funded contract funds for which can only be used for bond-listed project. Funds for this contract in the amount of **\$34,760** are included in the FY10/11 Adopted Budget.

**RECOMMENDATIONS:**

Move approval of contract for Site Improvements-South Campus Landscaping Project, Valencia Campus as noted above.

Submitted by:

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

Approval for submission to Board of Trustees:

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

Recommended by:

*J. Schrage*

**Santa Clarita Community College District**  
**College of the Canyons**  
**26455 Rockwell Canyon Road**  
**Santa Clarita, CA 91355**  
**(661) 259-7800**

**Contractor Agreement**

**THIS AGREEMENT** is hereby entered into this \_\_\_ day of \_\_\_\_\_, 2010, in the City of Santa Clarita, County of Los Angeles, by and between the Santa Clarita Community College District, a State of California community college district hereinafter referred to as “District” located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, and Martinez Landscape Co., Inc. hereinafter referred to as “Contractor” located at 12357 San Fernando Road, Sylmar, CA 91342.

The Contractor shall furnish and provide all necessary tools, equipment, apparatus, facilities, transportation, labor and materials to complete all of the Project Work required in connection with the Project Work improvement commonly referred to as Irrigation for South Campus Landscaping at the Valencia Campus Project.

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

Compensation and Invoicing. District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty-Four Thousand Seven Hundred Sixty Dollars (\$34,760). District shall pay Contractor after District’s Board of Trustee approval, completion of services by Contractor, and pursuant to invoice submitted by Contractor. Invoices may be submitted not more than once per month for services rendered during the prior month and shall include the invoice date, dates of service and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a net 30-day basis for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by Contractor and properly executed by the District and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District’s Contract and Procurement Services Department. District requires a 10% retention on projects requiring Performance Bonds and Labor & Material Payment Bond and Contractor will deduct 10% on invoices.

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

Subcontractors. Subcontractors, if any, engaged by the Contractor for the Project Work shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Project Workers’ Compensation and general liability insurance.



- Project Workers Compensation Insurance (California Labor Code §3700) In accordance with applicable law
- Employers Liability Insurance \$1,000,000 (One Million Dollars)
- Commercial General Liability Insurance \$1,000,000 (One Million Dollars)  
 (including coverage for bodily injury, death, property damage and motor vehicle liability)
  - Per Occurrence \$1,000,000
  - Aggregate \$2,000,000

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

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

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

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

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

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

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

Safety. The Contractor shall comply with all applicable laws, rules and regulations pertaining to safety at the site and in connection with the Project Work. The Contractor shall implement reasonable safety measures for the safety of and provide protection from damage, loss or injury to persons at or about the site, the Project Work and materials/equipment to be incorporated therein,

whether in place or in progress and whether at or off the site and other property. If required by the District, the Contractor shall designate a supervisory employee to serve as the Safety Coordinator for the Project Work and who shall be responsible for oversight of the Contractor's obligations hereunder.

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

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

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

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

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

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

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

**CONTRACTOR**  
Martinez Landscape Co., Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
COLLEGE OF THE CANYONS

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** HUMAN RESOURCES

**ITEM/TITLE** Approval of Personnel Schedule PERS 2010/2011-07

**ACTION/CONSENT**

**ACTION**

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

Please see the attached.

**FISCAL IMPLICATIONS:**

N/A.

**RECOMMENDATIONS:**

Move approval of Personnel Schedule PERS 2010/2011-07.

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**

1. End of Service

No business.

2. Employment – Regular

No business.

3. Employment, Temporary Hourly as Needed

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

4. Authorization to Employ – Full-Time

No business.

5. Authorization to Employ – Other

Director, Medical Laboratory Technologies. Replacement for Rika Wakelin.  
This is a grant-funded position. (Position # 120500-AC01)

Counselor – Student Athletes. Replacement for Michael Sanders. This is a  
district funded position. (Position # 696100-AC01)

6. Other

a. Approval of Independent Contractor Payment for Services Rendered:

No business.

b. Approval of Contracts:

No business.

c. Approval of Guest Lecturers:

Jae Farkas. Guest lecturer for Catherline Parker for Psychology 105 on  
November 2, 2010.

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

d. Approval for Payment of Supplementary Services in Addition to Regular  
Services for Part-time Faculty:

e. Other:

No business.

**B. CLASSIFIED PERSONNEL**

Administrative  
Responsibility

1. End of Service

No business.

2. Employment – Regular

Custodian II (Graveyard). Salary and start date pending. (Position #653000-CD25) PP

Custodian I – Restroom Specialist (Graveyard) (47.5%). Salary and start date pending. (Position #653000-CD28) PP

Payroll Coordinator (72.5%). Salary and start date pending. (Position #672060-CD02) BS

3. Employment – Adult Hourly

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

a. Substitute.

No business.

b. Temporary.

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

At College of the Canyons an adult hourly or substitute employee is asked to perform a service for the District that is related to one or more of the following conditions:

- o replacement for an employee on leave (substitute);
- o working during a period of high student demand;
- o working on a special project of a short-term nature;
- o is in a position that enhances services to students;
- o is doing academic tutoring associated with the academic cycle; and
- o is in a seasonal position (for example a part-time coach).

Before employing an adult hourly employee, the Board must specify the service required to be performed by the employee and shall indicate the ending date of the service. While the law allows for 195 days (75% of the

school year) of service, the Santa Clarita Community College District has imposed a limit, with few exceptions, of 180 days per year.

**Adult Hourly 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
Miles, Sebastian A.	PE/Athletics	10/28/10	6/25/11	Seasonal

**Adult Hourly XVI - \$37.00 per hour**

Provides professional and specialized work in an office, department or classroom. Requires certification and skills at the highest level of the profession. Provides lead and assistance to others who are less skilled in the work. Performs work with the highest degree of difficulty that require professional expertise or skills.

Name	Department	Start Date	End Date	Eligibility Pool
Casebolt, Elizabeth	Dance	10/14/10	6/25/11	Project

*Additional names of temporary adult hourly employees may be presented to the Board.*

4. Authorization to Employ – Full-Time

Student Services Specialist I – EOPS/CARE/CalWORKs. Replacement for Seher Awan. This is a categorically funded position. (Position #643000-CD02) SS

Student Services Technician I, Re-entry and Veterans Programs. This is a replacement position and title change for the Student Services Technician I (Admissions & Records) left vacant due to the retirement of Roxanne Heagy. This is a district funded position. SS

5. Authorization to Employ – Part-Time

No business.

6. Other

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

- b. College Assistants (Student Workers):  
 No business.
- c. Approval of Contracts:  
 No business.
- d. Approval for Payment of Supplementary Services in Addition to Regular Services:  
 No business.
- e. Approval of Independent Contractor Payment for Services Rendered:  
 No business.
- f. Information:  
 No business.
- g. Volunteers:

Name	Department/Office
Casilang, Josephine	PAC (Performing Arts Center )
Doumanian, Kayane	French
Malaznik, Rosemary	PAC (Performing Arts Center )

*Additional names of volunteers may be presented to the Board.*

- h. Other:  
 Employee #0003835, paid administrative leave effective October 19, 2010. SS

Administrative Responsibility

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

C. **MANAGEMENT**

Administrative  
Responsibility

1. End of Service

No business.

2. Employment – Regular

Peter Bellas, Interim Dean, Economic Development, Salary \$118,000 IS  
per year effective November 1, 2010

3. Employment – Hourly

No business.

4. Authorization to Employ – Full-Time

No business.

5. Authorization to Employ – Part-Time

No business.

6. Other

No business.

Administrative Responsibility

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

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

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** HUMAN RESOURCES

**ITEM/TITLE** Approval of Classified Administrator Employment

Contract for Assistant Director, Admissions & Records

**ACTION/CONSENT**

**ACTION**

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

Attached is the Classified Administrator Employment Agreement for Ms. Noelia Borcharding, Assistant Director, Admissions & Records, effective October 14, 2010 through June 30, 2012.

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

**FISCAL IMPLICATIONS:**

This is a grant funded position.

**RECOMMENDATIONS:**

Move approval of the Classified Administrator Employment Contract for Assistant Director, Admission & Records.

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 M. Fiero  
Asst Supt/VP, Human Resources

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

The Santa Clarita Community College District (District) and **Noelia Borcharding** (Administrator) hereby mutually agree to the following:

1. **Position:** District hereby employs the Classified Administrator in the position of **Assistant Director, Admissions & Records**.
2. **General Terms and Conditions of Employment:** This Agreement is subject to all applicable laws of the State of California; the rules and regulations of the Board of Governors of the California Community Colleges; and the rules, regulations, policies, and procedures of the District. Said laws, rules, regulations, policies, and procedures are hereby made a part of the terms and conditions of this contract. It is understood and agreed that the laws, rules, regulations, policies, and procedures may be amended or repealed from time to time. These changes are deemed to be incorporated into this Agreement.
3. **Duties and Responsibilities:** By signing this Agreement, the Administrator agrees to perform all of the duties and accepts all of the responsibilities as specified in the job description for the named position, and all duties and responsibilities which may be delegated to the Administrator by the Chancellor, or appropriate supervising administrator, in accordance with the laws, rules, regulations, policies, and procedures set forth above and in accordance with the District's Board Policy.

In addition to the duties and responsibilities enumerated in the respective job description, the Administrator is expected to represent the District by attending and participating in a variety of community and civic programs and events, public service occasions, social events, job-related meetings at the local and state level, and other activities as directed by the Chancellor, or appropriate supervising administrator.

4. **Term of Agreement:** The term of this Agreement shall be for the period commencing **October 14, 2010 and ending June 30, 2012**. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 10 and 11 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.
5. **Salary:**
  - A. The salary of the Administrator shall be **\$75,000.00** annually, payable at the rate of **\$6,250.00** per month effective **October 14, 2010**. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

After six (6) months a performance evaluation will be performed. Upon successful outcome of the performance evaluation, the salary will be reviewed and may be adjusted.

- B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.
- C. Salary to be paid to the Administrator may be increased during any part of the term of this Agreement at the sole discretion of the District based on modification of the job description or based on merit. "Merit" as used in this section means a determination in the sole discretion of the District governing board that:
  - 1. The quality of the Administrator's performance has been so extraordinarily high that recognition beyond that provided by the evaluation process is warranted; and/or
  - 2. The Administrator has developed enhanced capabilities and competencies that add significant value to the services rendered to the District; and/or
  - 3. The Administrator has demonstrated initiative which significantly improves the District's functioning; or which results in significant monetary saving and/or generation of significant unanticipated revenue; or the creation of significant new opportunities for the development of the District that would not have existed without the Administrator's initiative and effort.
- 6. Health and Welfare Benefits: The District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District managers. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
- 7. Fringe Benefits: Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses as specified in appropriate Board policy and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
  - A. Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of thirty-three (33) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

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

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

- C. The amount and purpose of the District's contributions for employees' fringe benefits will be established annually by the District. The District shall pay the cost for health insurance premiums for employee-plus-dependents coverage. However, employees electing coverage under a PPO plan will be required to pay the employee contribution amount established annually by the district.
- D. Administrators who are currently enrolled in the cash in lieu of medical benefits program will continue to receive this benefit. The amount of the cash-in-lieu of medical benefits would remain at the employee's 2005-2006 established rate.
- E. Administrators who receive the cash in lieu of medical benefits and who elect to change health and welfare coverage to one of the District medical plans may not return to the cash in lieu program at a later date.
- F. Administrators who are not enrolled in cash in lieu and new administrators hired after July 1, 2005 will not be eligible to participate in the District's cash-in-lieu of medical benefits Section 125 plan.
- G. Administrators shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

- 8. Evaluation: Administrator shall be evaluated according to District policy and procedure established for this position. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 10, or to the right of the District not to renew this Agreement in accordance with Section 11.
- 9. Seniority Rights: As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.
- 10. Termination of Agreement: This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District without cause, the Administrator shall be paid a sum not to exceed the salary due through the end of the term of this Agreement.

- 11. Renewal of this Agreement: Renewal of this Agreement is subject to the sole discretion of the District's Board of Trustees. Notice of any decision not to renew this Agreement shall be provided to the Administrator in accordance with Education Code Section 72411. If notice of a decision not to renew is not provided, this Agreement shall be extended for a term of one year.
  
- 12. Miscellaneous Provisions:
  - A. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.
  
  - B. This Agreement may be modified or superseded only by a written amendment executed by both parties, or by a change of rules, regulations, policies, and/or procedures adopted by the Board of Trustees.
  
  - C. This Agreement shall be construed and interpreted under the laws of the State of California.

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

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Noelia Borcharding, Classified Administrator

\_\_\_\_\_  
Date

Date Approved by Board of Trustees: **October 27, 2010**

SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
COLLEGE OF THE CANYONS

Board of Trustees Meeting 10/27/10

**AGENDA**

**CATEGORY** HUMAN RESOURCES

**ITEM/TITLE** Approval of Classified Administrator Employment

**ACTION/CONSENT**

Contract for Interim Dean, Economic Development

**ACTION**

**INFORMATION**

**DISCUSSION**

**BACKGROUND / ANALYSIS:**

Attached is the Classified Administrator Employment Agreement for Mr. Peter Bellas, Interim Dean, Economic Development, effective November 1, 2010 through October 31, 2011.

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

**FISCAL IMPLICATIONS:**

Funds for this expenditure have been included in the 2010/2011 budget.

**RECOMMENDATIONS:**

Move approval of the Classified Administrator Employment Contract for Interim Dean, Economic Development.

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 M. Fiero

Asst Supt/VP, Human Resources

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
INTERIM CLASSIFIED ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

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

1. Position: District hereby employs the Interim Classified Administrator in the position of **Interim Dean, Economic Development**.
2. General Terms and Conditions of Employment: This Agreement is subject to all applicable laws of the State of California; the rules and regulations of the Board of Governors of the California Community Colleges; and the rules, regulations, policies, and procedures of the District. Said laws, rules, regulations, policies, and procedures are hereby made a part of the terms and conditions of this contract. It is understood and agreed that the laws, rules, regulations, policies, and procedures may be amended or repealed from time to time. These changes are deemed to be incorporated into this Agreement.
3. Duties and Responsibilities: By signing this Agreement, the Administrator agrees to perform all of the duties and accepts all of the responsibilities as specified in the job description for the named position, and all duties and responsibilities which may be delegated to the Administrator by the Chancellor, or appropriate supervising administrator, in accordance with the laws, rules, regulations, policies, and procedures set forth above and in accordance with the District's Board Policy.

In addition to the duties and responsibilities enumerated in the respective job description, the Administrator is expected to represent the District by attending and participating in a variety of community and civic programs and events, public service occasions, social events, job-related meetings at the local and state level, and other activities as directed by the Chancellor, or appropriate supervising administrator.

4. Term of Agreement: The term of this Agreement shall be for the period commencing **November 1, 2010 and ending October 31, 2011**. The term of this Agreement may be modified by mutual agreement of the parties. The term of this Agreement may also be modified in accordance with Sections 10 and 11 of this Agreement. This Agreement may be renewed by the Board of Trustees at the end of this period after receiving a positive performance evaluation.
5. Salary:
  - A. The salary of the Administrator shall be **\$118,000.08** annually, payable at the rate of **\$9,833.34** per month effective **November 1, 2010**. Salary paid for a service period less than the full academic year shall be paid on a prorated basis.

- B. The Administrator will be reimbursed, on a monthly basis, for actual costs including travel and expenditures incurred in carrying out the responsibilities of the position and other duties as assigned and approved by the Chancellor.
- C. Salary to be paid to the Administrator may be increased during any part of the term of this Agreement at the sole discretion of the District based on modification of the job description or based on merit. "Merit" as used in this section means a determination in the sole discretion of the District governing board that:
  - 1. The quality of the Administrator's performance has been so extraordinarily high that recognition beyond that provided by the evaluation process is warranted; and/or
  - 2. The Administrator has developed enhanced capabilities and competencies that add significant value to the services rendered to the District; and/or
  - 3. The Administrator has demonstrated initiative which significantly improves the District's functioning; or which results in significant monetary saving and/or generation of significant unanticipated revenue; or the creation of significant new opportunities for the development of the District that would not have existed without the Administrator's initiative and effort.
- 6. Health and Welfare Benefits: The District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District managers. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
- 7. Fringe Benefits: Administrators shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses as specified in appropriate Board policy and District rules and regulations unless otherwise specified in this Agreement. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees. All benefits are subject to change at the discretion of the Board.
  - A. Administrators shall be entitled to twenty-two (22) vacation days per year with full pay, three (3) days of non-accumulative administrative leave, and one (1) additional day to be taken during the Christmas break (college closure). Vacation time may be accumulated to a maximum of forty-four (44) days. Exceptions to this limit may be made by the Chancellor. In the event of termination, employment compensation for unused vacation shall be paid as provided for District employees by Board policy.

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

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

- C. The amount and purpose of the District's contributions for employees' fringe benefits will be established annually by the District. The District shall pay the cost for health insurance premiums for employee-plus-dependents coverage. However, employees electing coverage under a PPO plan will be required to pay the employee contribution amount established annually by the district.
- D. Administrators who are currently enrolled in the cash in lieu of medical benefits program will continue to receive this benefit. The amount of the cash-in-lieu of medical benefits would remain at the employee's 2005-2006 established rate.
- E. Administrators who receive the cash in lieu of medical benefits and who elect to change health and welfare coverage to one of the District medical plans may not return to the cash in lieu program at a later date.
- F. Administrators who are not enrolled in cash in lieu and new administrators hired after July 1, 2005 will not be eligible to participate in the District's cash-in-lieu of medical benefits Section 125 plan.
- G. Administrators shall be eligible to participate in a Section 125 benefits plan which includes pre-tax premium(s), dependent care, and medical reimbursement accounts.

- 8. Evaluation: Administrator shall be evaluated according to District policy and procedure established for this position. Notwithstanding any other provision of this Agreement, compliance with this Section shall not be a condition precedent to the right of the District to terminate this Agreement in accordance with Section 10, or to the right of the District not to renew this Agreement in accordance with Section 11.
- 9. Seniority Rights: As a member of the classified service, Classified Administrator accrues seniority per Section 88127 of the California Education Code.
- 10. Termination of Agreement: This Agreement may be terminated by the District for cause in accordance with applicable law relating to the termination of classified community college managers. This Agreement may also be terminated by the District at any time without cause. If this Agreement is terminated by the District

without cause, the Classified Administrator shall be paid a sum not to exceed the salary due through the end of the term of this Agreement.

- 11. Renewal of this Agreement: This is an interim administrative assignment and is not subject to the notice and automatic renewal provisions of Education Code Section 72411. Renewal of this Agreement is subject to the sole discretion of the District’s Board of Trustees.
  
- 12. Miscellaneous Provisions:
  - A. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.
  
  - B. This Agreement may be modified or superseded only by a written amendment executed by both parties, or by a change of rules, regulations, policies, and/or procedures adopted by the Board of Trustees.
  
  - C. This Agreement shall be construed and interpreted under the laws of the State of California.

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

\_\_\_\_\_

District Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Peter Bellas, Classified Administrator

\_\_\_\_\_

Date

Date Approved by Board of Trustees: **October 21, 2010**

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

Board of Trustees Meeting 10/27/10

**AGENDA**     INSTITUTIONAL DEVELOPMENT,  
**CATEGORY**   TECHNOLOGY and ONLINE SERVICES

**ITEM/TITLE**   Ratification for Renewal of Agreement Between Santa  
Clarita Community College District and  
Studica, Incorporated

- ACTION/CONSENT**
- ACTION**
- INFORMATION**
- DISCUSSION**

**BACKGROUND / ANALYSIS:**

The Santa Clarita Community College District is contracting with Studica, Incorporated to renew our software license agreement for the use of AutoCAD. Our relationship with Autodesk spans over thirteen years and has enabled us to offer Drafting and Engineering courses using the latest commercial software. Autodesk uses resellers like Studica to handle their sales and maintenance renewals. The maintenance agreement continues the licensed use of one hundred twenty five (125) copies of the AutoCAD software suite in various locations throughout the District.

The maintenance renewal in the amount of \$18,108.75 covers the period October 24, 2010 through October 23, 2011. The cost for 2010-11 reflects a price decrease of \$1,097.50 and is a result of a change in the companies pricing structure. The software maintenance renewal is presented to the Board for approval and is available upon request.

**FISCAL IMPLICATIONS:**

The cost for the license agreement in the amount of \$18,108.75 is included in the 2010/11 Adopted Budget.

**RECOMMENDATIONS:**

Move to ratify the renewal Agreement between Santa Clarita Community College District and Studica, Incorporated.

Submitted by:

James Temple

Approval for submission to Board of Trustees:

*Dr. Dianne G. Van Hook*

Dr. Dianne G. Van Hook  
Chancellor

Recommended by:

*Dr. Barry Gribbons*

Dr. Barry Gribbons

**Studica, Inc.**  
Phone: 888-561-7521  
Fax: 877-754-2807



**David Kohr**  
Phone: 888.561.7521  
Fax: 877.754.2807  
Direct: 559-709-9858  
davidk@studica.com

**Quotation:** 082310-02a

**Date:** 8/23/2010

**To:** Maureen Gallagher  
College of the Canyons  
26455 Rockwell Canyon Rd  
Santa Clarita, Ca 91355  
661-259-7800

[maureen.gallagher@canyons.edu](mailto:maureen.gallagher@canyons.edu)

Item	Description	Qty	Unit Price	Total
1	Autodesk Education Master Suite 2011 Education New NLM 1 Year 125 Pack	1	\$16,500.00	\$16,500.00
			Sub Total	\$16,500.00
			Tax 9.75%	\$1,608.75
			Shipping	N/C
			<b>Total</b>	<b>\$18,108.75</b>

**Please make Purchase Order out Terms Net 30 to:**

Studica, Inc.  
2326 Lockport Road  
Sanborn, NY 14132  
Fax 877-754-2807  
TIN: # 16-1529909

**Notes:**

1. Quoted prices are valid for 30 days.
2. Terms are Net 30 Days

***Studica, Inc.*** offers over 300 lines of software, hardware, and music technology products. Please visit us on online at [www.studica.com](http://www.studica.com) for a full product listing.