

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Tuesday, February 22, 2011**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Vision Statement (Board of Trustees)**

Rancho Santiago Community College District is a learning community. The college district and its colleges are committed to ensuring access and equity and to planning comprehensive educational opportunities throughout our communities. We will be global leaders in many fields, delivering cost-effective, innovative programs and services that are responsive to the diverse needs and interests of all students. We will be exceptionally sensitive and responsive to the economic and educational needs of our students and communities. The environment will be collegial and supportive for students, staff, and the communities we serve.

We will promote and extensively participate in partnerships with other educational providers, business, industry, and community groups. We will enhance our communities' cultural, educational, and economic well-being.

We will be a leader in the state in student success outcomes. Students who complete programs will be prepared for success in business, industry, careers, and all future educational endeavors. We will prepare students to embrace and engage the diversity of our global community and to assume leadership roles in their work and public lives.

**Americans with Disabilities Acts (ADA)**

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.

1.5 Approval of Minutes – Regular meeting of January 18, 2011  
- Regular meeting of February 7, 2011

**Action**

1.6 Approval of Consent Calendar

**Action**

Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. **The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (\*).**

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

## **2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
  - Enrollment
  - Facilities
  - College activities
  - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
  - Student activities
- 2.5 Reports from Academic Senate Presidents
  - Senate meetings
- 2.6 Informational Presentation on CurricUNET

## **RECESS TO CLOSED SESSION**

*Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)*

*Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)*

The following item(s) will be discussed in closed session:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
  - d. Professional Experts
  - e. Educational Administrator Appointments
    - (1) Associate Dean
  - f. Other Educational and Classified Administrators
    - (1) Child Development Center Director I
    - (2) Child Development Center Associate Director
    - (3) Bookstore Manager
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579  
Continuing Education Faculty Association  
Child Development Centers Teachers Association
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor

5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

**RECONVENE**

**Issues discussed in Closed Session (Board Clerk)**

**Public Comment**

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

**Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for board consideration.

**3.0 HUMAN RESOURCES**

3.1 Management/Academic Personnel

Action

- Approval of Revised Job Descriptions
- Approval of Employment Agreements
- Approval of Appointments
- Approval of Interim to Permanent Positions
- Ratification of Resignations/Retirements
- Approval of Extension of Long-term Substitute (Temporary Employees per E.C. 87482) Assignments
- Approval of Return to Regular Assignments/Contract Workloads
- Approval of Contract Extension Days for 2011-2012
- Removal of Head Coach Stipends
- Approval of Stipends
- Approval of Adjusted New Hire Part-time/Hourly Rates
- Approval of Part-time/Hourly Hires/Rehires
- Approval of Non-paid Intern Services

3.2 Classified Personnel

Action

- Approval of Revised Job Descriptions
- Approval of New Appointments
- Approval of Out of Class Assignments
- Approval of Hourly On Going to Full Time Positions
- Approval of Temporary to Contract Positions
- Approval of Changes in Positions
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Appointments

3.2 Classified Personnel – (cont.)

- Approval of Temporary to Hourly On Going Positions
- Approval of Temporary Assignments
- Approval of Changes in Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District Action

The administration recommends the board schedule a public hearing for March 14, 2011.

3.4 Approval of Non-Credit Instructional Calendar 2011-2012 Action

The administration recommends approval of the 2011-2012 Non-Credit Instructional Calendar.

**4.0 INSTRUCTION**

\*4.1 Approval of Santa Ana College Community Services Program Revenue Contract MA-026-11011392 Action

The administration recommends approval of Revenue Contract MA-026-11011392 between County of Orange District Attorney and SAC Community Services Program.

\*4.2 Approval of New Pharmacy Technology Agreement – Tran Pharmacy Action

The administration recommends approval of this contract with Tran Pharmacy in Garden Grove, California.

\*4.3 Approval of OTA Agreement Renewal – Long Beach Memorial Medical Center dba Miller Children’s Hospital Action

The administration recommends approval of this agreement with Long Beach Memorial Medical Center dba Miller Children’s Hospital in Long Beach, California.

\*4.4 Approval of Affiliation Agreement with University of California, Irvine – Summer Scholars Transfer Institute (SSTI) Action

The administration recommends approval of this affiliation agreement with University of California, Irvine – Summer Scholars Transfer Institute.

\* Item is included on the Consent Calendar, Item 1.6.



- \*4.5 Approval of Amendment #3 of OTA Agreement – Cedars-Sinai Medical Center Action  
The administration recommends approval of this contract with Cedars-Sinai Medical Center in Los Angeles, California.

## **5.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*5.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*5.2 Approval of Budget Transfers and Budget Increases/Decreases Action  
The administration recommends approval of budget transfers, increases, and decreases during the month of January 2011.
- 5.3 Acceptance of Bond Oversight Committee Annual Report of Activities 2010 Action  
The administration recommends acceptance of the Bond Oversight Committee's Annual Report for 2010 as presented.
- \*5.4 Adoption of Resolution No. 11-02 – Conflict of Interest Code Action  
The administration recommends adoption of Resolution No. 11-02 – Conflict of Interest Code as presented.
- \*5.5 Approval of Appointment for Measure E Citizens' Bond Oversight Committee Action  
The administration recommends approval of the appointment of Ken Purcell as the Santa Ana College Foundation representative to the Citizens' Bond Oversight Committee for 2011 as presented.
- \*5.6 Approval to Hire Vicenti, Lloyd & Stutzman LLP Action  
The administration recommends approval of hiring Vicenti, Lloyd & Stutzman LLP for auditing services for the 2010-2011 fiscal year and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services to enter into the contract agreement on the district's behalf as presented.
- \*5.7 Approval of Quarterly Financial Status Report (CCFS311Q) for Period Ended December 31, 2010 Action  
The administration recommends approval of the CCFS-311Q for the period ending December 31, 2010, as presented.
- \*5.8 Quarterly Investment Report as of December 31, 2010 Information  
The quarterly investment report as of December 31, 2010, is presented as information.

- \*5.9 Approval of Southland Industries – Science Building Review at Santiago Canyon College Action  
The administration recommends approval of the Santiago Canyon College Science Center review proposal from Southland Industries as proposed.
- \*5.10 Approval of Additional Architectural Services for Baseball Complex at Santa Ana College (SAC) Action  
The administration recommends approval of additional services provided by LPA, Inc., in the amount of \$3,000 as presented.
- \*5.11 Approval of Additional Fees for Construction Management Services for Child Development Center at Santa Ana College Action  
The administration recommends approval of additional operating costs for Bernards Management Services as presented.
- \*5.12 Approval of Agreement to Provide Civil Engineering Services at Santa Ana College Action  
The administration recommends approval of the proposal from Luzuriaga-Taylor, Inc., for civil engineering services at SAC as presented.
- \*5.13 Approval of Change Order #1 for Bid #1166 for Exterior Siding Replacement, Metal Work, and Painting at Centennial Education Center (CEC) Action  
The administration recommends approval of change order #1 for Bid #1166 for Color New Company, Inc., for exterior siding replacement, metal work, and painting at CEC as presented.
- \*5.14 Approval of Change Order #3 for Bid #1098 for Landscaping for the Child Development Center at Santa Ana College Action  
The administration recommends approval of change order #3 for Nature Tech Landscaping, Inc., for Bid #1098 for landscaping for the Child Development Center at SAC as presented.
- \*5.15 Approval of Notice of Completion for Bid #1098 for Child Development Center at Santa Ana College Action  
The administration recommends approval of the notice of completion for landscaping of the Child Development Center at SAC as presented.
- \*5.16 Approval of Notice of Completion for Bid #1102 for Child Development Center at Santa Ana College Action  
The administration recommends approval of the notice of completion for roofing of the Child Development Center at SAC as presented.

\* Item is included on the Consent Calendar, Item 1.6.

- \*5.17 Approval of Notice of Completion for Bid #1108 for Child Development Center at Santa Ana College Action  
The administration recommends approval of painting of the Child Development Center at SAC as presented.
- \*5.18 Approval of Notice of Completion for Bid #1121 for Child Development Center at Santa Ana College Action  
The administration recommends approval of the notice of completion for structural steel of the Child Development Center at SAC as presented.
- \*5.19 Approval of Notice of Completion for Bid #1124 for Child Development Center at Santa Ana College Action  
The administration recommends approval of the notice of completion for HVAC of the Child Development Center at SAC as presented.
- \*5.20 Approval of Notice of Completion for Bid #1165 for Roof Maintenance/Rain Gutter Repair at Centennial Education Center Action  
The administration recommends approval of the notice of completion for roof maintenance/rain gutter repair at CEC as presented.
- \*5.21 Approval of Notice of Completion for Bid #1166 for Exterior Siding Replacement, Metal Work, and Painting at Centennial Education Center Action  
The administration recommends approval of the notice of completion for exterior siding replacement, metal work, and painting at CEC as presented.
- \*5.22 Approval of Architect Change Order for Athletic/Aquatic Center at Santiago Canyon College (SCC) Action  
The administration recommends approval of amending and increasing the Austin Company architectural agreement in the amount of \$245,421 as presented.
- \*5.23 Approval of Architect Change Order for SCC Science Building (Bond funded portion) Action  
The administration recommends approval of additional services in the amount of \$18,000 as presented.
- \*5.24 Approval of Architect Change Order for SCC Science Building (State funded portion) Action  
The administration recommends approval of additional services in the amount of \$18,000 as presented.

\* Item is included on the Consent Calendar, Item 1.6.

- \*5.25 Approval of Change Order #1 for Bid #1134 for Landscaping for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1134 for Sierra Landscaping Company, Inc., for landscaping for the Santiago Canyon Road Entry and parking lot at SCC as presented.
- \*5.26 Approval of Change Order #1 for Bid #1136 for Concrete for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1136 for Tidwell Concrete Construction for concrete for the Santiago Canyon Road Entry and parking lot at SCC as presented.
- \*5.27 Approval of Change Order #1 for Bid #1139 for Electric for the Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #1 for Bid #1139 for Dynalectric, Inc., for electric at the Athletic/Aquatic Complex at SCC as presented.
- \*5.28 Approval of Notice of Completion for Bid #1053 for Science Building at Santiago Canyon College Action  
The administration recommends approval of the notice of completion for earthwork at the science building at SCC as presented.
- \*5.29 Approval of Notice of Completion for Bid #1057 for Science Building at Santiago Canyon College Action  
The administration recommends approval of the notice of completion for thermal/moisture protection at the science building at SCC as presented.
- \*5.30 Approval of Notice of Completion for Bid #1060 for Science Building at Santiago Canyon College Action  
The administration recommends approval of the notice of completion for lab, casework, and fixtures at the science building at SCC as presented.
- \*5.31 Approval of Notice of Completion for Bid #1062 for Science Building at Santiago Canyon College Action  
The administration recommends approval of the notice of completion for fire protection installation at the science building at SCC as presented.
- \*5.32 Approval of Notice of Completion for Bid #1068 for Science Building at Santiago Canyon College Action  
The administration recommends approval of the notice of completion for passenger elevator installation at the science building at SCC as presented.

\* Item is included on the Consent Calendar, Item 1.6.

- \*5.33 Approval of Notice of Completion for Bid #1076 for Science Building at Santiago Canyon College Action  
The administration recommends approval of the notice of completion for glass/glazing of the science building at SCC as presented.
- \*5.34 Approval of Rancho Santiago Community College District Strategic Technology Plan Action  
The administration recommends approval of the Rancho Santiago Community College District Strategic Technology Plan as presented.
- \*5.35 Approval of Lease Agreement with MelRok Corporation Action  
The administration recommends approval of the lease agreement with MelRok Corporation and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district.
- \*5.36 Approval of Lease Agreement with Reazon Systems, Inc. Action  
The administration recommends approval of the lease agreement with Reazon Systems, Inc. and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district.
- \*5.37 Ratification of Sub-Agreement of the Business & Entrepreneurship Center Leadership Grant, between RSCCD and Academic Project Solutions Action  
The administration recommends ratification of the sub-agreement with Academic Project Solutions.
- \*5.38 Approval of Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies – Partial Award Action  
The administration recommends acceptance of bids and approval of awarding Fisher Scientific, Sargent Welch, Wards Natural Science, Carolina Biological, Frey Scientific, Parco Scientific, Science Kit & Boreal Labs, and Triarch Inc. for Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies – Partial Award as presented.
- \*5.39 Approval of Sole Source Vendor for Perceptive Software, Inc. Action  
The administration recommends declaring and approving Perceptive Software, Inc., as the sole source provider for document management products and services including future upgrades, additions, and enhancements as presented.
- \*5.40 Approval of Surplus Property Action  
The administration recommends declaring the listed equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.

- \*5.41 Approval of Donation of Surplus Items Action  
The administration recommends approval of donations to Cypress School District, Orange Unified School District, Santa Ana Unified School District, Magnolia School District, and Garden Grove Unified School District as presented.
- \*5.42 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period January 4, 2011, through February 5, 2011.

## 6.0 GENERAL

- \*6.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- |   |           |
|---|-----------|
| - Basic Skills Initiative (SAC & SCC)                       | \$655,131 |
| - Board Financial Assistance Program (BFAP) (SCC)           | \$292,792 |
| - CalWORKS/TANF/Child Care (District/SAC/CEC/SCC)           | \$418,304 |
| - Cooperative Agencies Resources for Education (CARE) (SAC) | \$ 60,043 |
| - Disabled Students Programs and Services (DSPS) (SCC)      | \$334,425 |
| - Youth Entrepreneurship Program (YEP) – BEC (District)     | \$ 90,000 |
| - Youth Entrepreneurship Program (YEP) - CITD (District)    | \$ 90,000 |
| - Extended Opportunity Programs & Services (EOPS) (SAC)     | \$992,848 |
| - Matriculation – Credit (SCC)                              | \$390,947 |
| - NOCCD – Digital Media Support Grant (SAC)                 | \$ 2,500  |
| - SBA/CSUF – SBDC (District)                                | \$602,365 |
- \*6.2 Adoption of Resolution #11-01 in Support of Expedited Implementation of SB1440 – Student Transfer Achievement Act Action  
The administration recommends adoption of Resolution #11-01 in support of SB 1440.
- \*6.3 Adoption of Resolution #11-03 authorizing payment to Trustee Absent from Board Meetings Action  
The resolution requests authorization of payment to Phillip Yarbrough for his absence from the February 7, 2011, board meeting due to a surgery procedure.
- \*6.4 Adoption of Resolution #11-04 authorizing payment to Trustee Absent from Board Meetings Action  
The resolution requests authorization of payment to Lisa Woolery for her absence from the February 7, 2011, board meeting due to a surgery procedure.

- 6.5 Reports from Board Committees Information
- Board Facilities Committee
  - Board Legislative Committee
  - Board Policy Committee

- 6.6 Review of Meetings with Councils and Boards of Local Cities and School Districts Information

- 6.7 Board Member Comments Information

- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on March 14, 2011.

**RANCHO SANTIGO COMMUNITY COLLEGE DISTRICT**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Board of Trustees (Regular meeting)**

**Tuesday, January 18, 2011**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Brian Conley. Other members present were Dr. David Chapel, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, Mr. Nathan Selvidge, Ms. Lisa Woolery, and Mr. Phillip Yarbrough.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Nadia Lopez, Student President at Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Mr. Selvidge, and carried unanimously to approve an addendum to Item 3.2 (Approval of Classified Personnel).

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the minutes of the regular meeting held December 6, 2010.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. McLoughlin, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda):

4.1 Approval of OTA Agreement Renewal – California Healthcare West dba Northridge Hospital Medical Center

The board approved this agreement renewal with California Healthcare West dba Northridge Hospital Medical Center in Northridge, California.



1.6 Approval of Consent Calendar – (cont.)

- 4.2 Approval of New OTA Agreement – Long Beach Unified School District  
The board approved this agreement with Long Beach Unified School District in Long Beach, California.
- 4.3 Approval of Renewal of Nursing Agreement – Mount St. Mary’s College, Los Angeles  
The board approved this clinical affiliation agreement with Mount St. Mary’s College, Los Angeles.
- 5.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.
- 5.2 Approval of Budget Transfers and Budget Increases/Decreases  
The board approved budget transfers, increases, and decreases during the months of November 2010 and December 2010.
- 5.3 Approval of Non-Resident Tuition Rate for 2011-2012  
The board established the Non-resident tuition fee at \$176 per-unit, the capital outlay fee at \$24 per-unit, and the application fee at \$25 for 2011-2012 as presented.
- 5.4 Approval of Agreement with HMC Architects to Provide Professional Planning Services  
The board approved the agreement with HMC Architects to provide professional planning services as presented.
- 5.5 Approval of Reimbursement Agreement with City of Santa Ana for Centennial Education Center (CEC) Improvements  
The board approved the reimbursement agreement with the City of Santa Ana for CEC improvements as presented.
- 5.6 Approval of Additional Architectural Services for Baseball Complex at Santa Ana College  
The board approved additional services provided by LPA, Inc., in the amount of \$7,520 as presented.
- 5.7 Approval of Agreement to Provide Civil Engineering Services at Santa Ana College  
The board approved the proposal from Luzuriaga-Taylor, Inc., for civil engineering services at SAC as presented.
- 5.8 Approval of Amendment No. 2 – Nextel Communications Site Lease Agreement for Dunlap Hall at Santa Ana College  
The board approved Amendment No. 2 with Nextel of California for Dunlap Hall at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.9 Approval of Change Order #3 – Bid #1108 for Painting of Child Development Center at Santa Ana College

The board approved change order #3 for Bid #1108 for Kronos Painting, Inc., for painting of the Child Development Center at SAC as presented.

5.10 Approval of Change Order #4 – Bid #1121 for Structural Steel at Child Development Center at Santa Ana College

The board approved change order #4 for Bid #1121 for Columbia Steel, Inc., for structural steel at the Child Development Center at SAC as presented.

5.11 Approval of Change Order #5 - Bid #1124 for HVAC at the Child Development Center at Santa Ana College

The board approved change order #5 for Bid #1124 for APEX Construction, Inc., for HVAC at the Child Development Center at SAC as presented.

5.12 Approval of Change Order #1 - Bid #1163 for ADA Upgrades to Baseball Complex at Santa Ana College

The board approved change order #1 for Bid #1163 for B-One Construction Corporation for ADA upgrades to the baseball complex at SAC as presented.

5.13 Approval of Change Order #1 - Bid #1165 for Roof Maintenance and Rain Gutter Repair at Centennial Education Center (CEC)

The board approved change order #1 for Bid #1165 for Rite-Way Roof Corporation for roof maintenance and rain gutter repair at CEC.

5.14 Approval of Notice of Completion for Bid #1097 for Child Development Center at Santa Ana College

The board approved the notice of completion for the general construction portion of the Child Development Center at SAC as presented.

5.15 Approval of Notice of Completion for Bid #1099 for Child Development Center at Santa Ana College

The board approved the notice of completion for the earthwork/demolition portion of the Child Development Center at SAC as presented.

5.16 Approval of Notice of Completion for Bid #1100 for Child Development Center at Santa Ana College

The board approved the notice of completion for the concrete portion of the Child Development Center at SAC as presented.

5.17 Approval of Notice of Completion for Bid #1104 for Child Development Center at Santa Ana College

The board approved the notice of completion for the drywall and plastering portion of the Child Development Center at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.18 Approval of Notice of Completion for Bid #1107 for Child Development Center at Santa Ana College

The board approved the notice of completion for the flooring portion of the Child Development Center at SAC as presented.

5.19 Approval of Notice of Completion for Bid #1122 for Child Development Center at Santa Ana College

The board approved the notice of completion for the glass and glazing portion of the Child Development Center at SAC as presented.

5.20 Approval of Notice of Completion for Bid #1123 for Child Development Center at Santa Ana College

The board approved the notice of completion for the ceramic tile portion of the Child Development Center at SAC as presented.

5.21 Approval of Notice of Completion for Bid #1129 for Child Development Center at Santa Ana College

The board approved the notice of completion for the electrical portion of the Child Development Center at SAC as presented.

5.22 Approval of Notice of Completion for Bid #1156 for Child Development Center at Centennial Education Center

The board approved the notice of completion for the renovation of the Child Development Center at CEC as presented.

5.23 Approval of Additional Architectural Services for Humanities Building at Santiago Canyon College (SCC)

The board approved additional services provided by LPA, Inc., in the amount of \$37,400 as presented.

5.24 Approval of Change Order #7 for Bid #1076 for Glass/Glazing for Science Building (State Portion) at Santiago Canyon College

The board approved change order #7 for Bid #1076 for Best Contracting Services for glass and glazing at the SCC science building as presented.

5.25 Approval of Change Order #1 for Bid #1136 for Concrete for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #1 for Bid #1136 for Tidwell Concrete Construction for concrete for the Athletic/Aquatic Complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.26 Approval of Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies – Partial Award

The board accepted bids and approved awarding Fisher Scientific, Sargent Welch, Wards Natural Science, Carolina Biological, Frey Scientific, Parco Scientific, Science Kit & Boreal Labs, Applied Instruments and Triarch Inc. for Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies – Partial Award as presented.

5.27 Independent Contractor

The board approved employment of Katryn Soltanmorad to serve as the Nutrition Specialist for the RSCCD Network Program and provide services to all (5) Child Development Centers. Dates of service are January 20, 2011, through September 30, 2011. The fee is estimated at \$26,400.

5.28 Approval of Purchase Orders

The board approved the purchase order listing for the period November 13, 2010, through January 3, 2011.

6.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Child Development Training Consortium (SAC/SCC)	\$ 18,900
- Cooperative Agencies Resources for Education (CARE)	\$ 18,216
- Extended Opportunity Programs & Services (EOPS) (SCC)	\$ 257,883
- Math, Science, and Engineering Achievement (MESA) Program (SAC)	\$ (68)
- Matriculation Non-Credit (DO/CEC/OEC)	\$1,260,839

6.2 Approval of Second Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and between RSCCD and NOCCCD-Fullerton College for the College Cost Reduction and Access Act (CCRAA) Year 2

The board approved amendments to the sub-award agreements and authorized the chancellor or his designee to sign the amendments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board.

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

Dr. Erlinda Martinez, President, Santa Ana College (SAC)  
Mr. Juan Vázquez, President, Santiago Canyon College (SCC)

2.3 Report from Student Trustee

Mr. Nathan Selvidge provided a report to the board.

2.4 Reports from Student Presidents

Ms. Nadia Lopez, Student President, Santa Ana College provided a report to the board.

There was no representation from Santiago Canyon College.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College  
Mr. John Zarske, Academic Senate President, Santa Ana College

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget to the board.

2.7 Informational Presentation on Unfunded Medical Liability Costs

Mr. Hardash provided an informational presentation on unfunded medical liability costs to the board.

2.8 Informational Presentation on *A Report of the Commission on the Future*

Mr. Didion and Dr. Chapel provided an informational presentation on *A Report of the Commission on the Future* to the board.

## **RECESS TO CLOSED SESSION**

The board convened into closed session at 6:31 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Classified Staff
  - d. Student Workers
  - e. Professional Experts
  - f. Educational Administrator Appointments
    - (1) Administrative Dean
    - (2) Associate Dean
    - (3) Director
    - (4) Vice President
  - g. Other Educational and Classified Administrators
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579  
Continuing Education Faculty Association  
Child Development Centers Teachers Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Public Employee Complaint – Hearing on Public Employee’s Complaint Against Another Person or Employee (pursuant to Government Code Section 54957[b])

Mr. Yarbrough left the meeting prior to completion of closed session; therefore, he discussed items in closed session but was not present during the vote on the discrimination complaint.

## **RECONVENE**

The board reconvened at 7:06 p.m.

### Closed Session Report

Mr. McLoughlin reported the board discussed the above-mentioned items and voted unanimously to sustain the administrative determination in the discrimination complaint filed by Mr. Earl Mitchell.

### Public Comment

There were no public comments.

### **3.0 HUMAN RESOURCES**

#### **3.1 Management/Academic Personnel**

It was moved by Mr. Labrado, seconded by Mr. Hanna, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve New Job Descriptions/Attachment #1
- Ratify Resignations/Retirements
- Approve Permission to Accept Outside Assignments
- Approve Hiring of Long-term Substitute/Temporary Employee per E.C. 87482
- Approve Leaves of Absence
- Approve Adjusted Effective Dates for Leaves of Absence
- Approve Increased Contract Percentage for STRS Reduced Workload Participants
- Revoke STRS Reduced Workload Agreement Effective July 26, 2010
- Approve Adjusted Column Placement for Long-term Substitute/Temporary Employee per E.C. 87482
- Approve Stipends
- Approve Adjusted Stipends
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Interns Service

#### **3.2 Classified Personnel**

It was moved by Mr. Labrado, seconded by Mr. Hanna, and carried unanimously to approve the following action on the classified personnel docket:

- Approve New Appointments
- Approve Hourly On Going to Contract Assignments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary to Hourly On Going Assignments
- Approve Out of Class Assignments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants

3.2 Classified Personnel – (cont.)

- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Authorization for Board Travel/Conferences

It was moved by Mr. Labrado, seconded by Mr. Hanna, and carried unanimously to approve the submitted conferences and travel by board members.

**4.0 INSTRUCTION**

All items were approved as part of Item 1.6 (Consent Calendar).

**5.0 BUSINESS OPERATIONS/FISCAL SERVICES**

All items were approved as part of Item 1.6 (Consent Calendar).

**6.0 GENERAL**

Items 6.1 and 6.2 were approved as part of Item 1.6 (Consent Calendar).

6.3 Reports from Board Committees

Mr. Labrado provided a report on the January 13, 2011, Board Facilities Committee meeting.

Mr. Yarbrough provided a report on the January 11, 2011, Board Fiscal/Audit Committee meeting during the budget presentation (Item 2.6).

Ms. Woolery provided a report on the December 17, 2010, Board Legislative Committee meeting.

6.4 Board Member Comments

Dr. Chapel asked for information on San Joaquin Delta's "Passport to College" program.

Mr. McLoughlin reported on a recent meeting with Rob Richardson, Santa Ana Unified School District (SAUSD) trustee, regarding RSCCD developing a stronger relationship with SAUSD.

Mr. McLoughlin asked for a demonstration and overview of the CurricUNET program that has recently been implemented online. He asked if a savings for the district budget has occurred due to its implementation.



6.4 Board Member Comments – (cont.)

Mr. Hanna asked the district to develop a stronger relationship with Orange Unified School District (OUSD) trustees and City Council members within the RSCCD district. Dr. Rodríguez indicated a meeting with OUSD had been rescheduled.

Mr. Conley asked that meetings with City Council members be placed on a future agenda for discussion purposes.

Ms. Woolery asked that a campus tour be conducted for board members prior to board meetings scheduled on campus.

Mr. Conley reported he plans to attend the Orange County Legislative Task Force/Community College League of California brunch honoring partners in higher education in Sacramento on January 24.

Mr. Conley reported he recently attended the following inaugurations for State officials in Sacramento: Governor, Controller, Treasurer, and Attorney General. He reported he attended a reception for Tom Torlakson, California State Superintendent of Public Instruction, and spoke to him regarding Middle College High School. Mr. Conley spoke with John Laird, Secretary of Natural Resources, who expressed interest in RSCCD's water program.

**7.0 ADJOURNMENT**

The next meeting of the Board of Trustees will be a Board Planning Session on February 7, 2011; the next regular meeting of the Board of Trustees will be on February 22, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 7:17 p.m.

Respectfully submitted,

---

Dr. Raúl Rodríguez  
Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: February 22, 2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Board of Trustees (Regular meeting)**

**Monday, February 7, 2011**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:31 p.m. by Mr. Brian Conley. Other members present were Dr. David Chapel, Mr. John Hanna, Mr. Larry Labrado, and Mr. Nathan Selvidge. Ms. Lisa Woolery and Mr. Phillip Yarbrough were not in attendance due to medical reasons. Mr. Mark McLoughlin arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Dr. Bonnie Jaros, Professor of English and English as a Second Language at Santa Ana College.

1.3 Public Comment

There were no public comments.

Mr. McLoughlin arrived at this time.

**2.0 BOARD PLANNING SESSION**

2.1 Presentation of 2010-2011 Vision and Goals

The board reviewed the 2010-11 vision and goals approved in February 2010.

2.2 Presentation of Accountability Reporting for the Community Colleges (ARCC)

The Accountability Review for Community Colleges (ARCC) was presented to the board as information by Ms. Nga Pham, RSCCD Director of Research. It was explained that ARCC, as mandated by AB1417, requires California community colleges to provide a framework for system performance evaluation. A report is produced by the State Chancellor's Office based upon data submitted by each

## **2.0 BOARD PLANNING SESSION – (cont.)**

college. ARCC provides an annual report to the legislators, sets standards for accountability and results for California community colleges, and reports outcomes for each college and systemwide. Each college is required to present the data to its board as information and for discussion. The ARCC report does not rank colleges against each other and is not attached to any funding mechanism.

Ms. Pham presented the 2010 reports for Santa Ana College (SAC), Santiago Canyon College (SCC), and Rancho Santiago CCD (non-credit program) that included college performance indicators, college profiles, college peer groupings, and staff response summaries. Ms. Pham cautioned that the colleges should not be compared to each other since the formula for each performance measure is complicated and different for each measure. Peer grouping is also different for each measure and that SCC and SAC are grouped together in one of the seven measures. Staff acknowledges the value of this system-wide report; however, staff also uses other locally-produced reports and data for continuous assessment at the program and college level.

Ms. Pham explained that SCC's progress and achievement figures are slightly lower due to the large apprenticeship and vocational programs offered. Mr. Labrado asked if she would recalculate these figures without the apprenticeship programs to obtain more accurate figures when compared to peer grouping. He explained it is helpful to have accurate figures when board members meet with legislators to justify district needs.

Dr. Chapel asked if the colleges use retention rates to set goals for coming years. Dr. Martinez indicated at this year's convocation she asked that the following two goals be met by the college's 100-year anniversary in 2015: Improve course completion by 10%, and improve persistence rates by 10%.

Mr. Hanna asked for the amount of students enrolled in 18 units or under that took classes toward a specific goal and accomplished their goal without taking the required 18 units for a certificate.

## **2.3 Presentation of 12 Measures of Success**

Ms. Pham presented The 12 Measures of Success as information. Discussion ensued. She commended staff for the following: 1) an increase in course retention rates during difficult budget times which have caused reductions in course selections, 2) increase in degrees and certificates awarded, 3) number of transfers to the universities, 4) an increase in financial indicators, and 5) financial aid awarded to students due to fully-functional financial aid departments on each campus.

### 2.3 Presentation of 12 Measures of Success – (cont.)

Board members and staff discussed possible reasons for the decrease in RSCCD enrollment of local high school graduates and high school diplomas granted at Continuing Education centers. Mr. Hanna asked for comparison data on the reduction of outreach staff that may have provided outreach to graduates. He asked how many counseling hours had been reduced to have impacted the reduction in high school diplomas granted.

Board members and staff discussed methods of outreach to former students who have transferred to 4-year institutions and recruiting females/males in non-traditional vocational technical education programs (e.g., males in nursing; females in automotive and welding).

Dr. Chapel commended staff for attracting a large number of students from outside district boundaries to attend RSCCD colleges due to the excellent educational programs offered. Mr. Hanna indicated several career technical programs are self-sustaining programs.

Mr. Conley called a brief recess at 5:43 p.m.

The board reconvened at 6:00 p.m.

### 2.4 Progress toward 2010-2011 Vision and Goals

Mr. Didion presented the progress toward the 2010-2011 vision statement and goals from leadership at the colleges and district as information.

Dr. Martinez commended faculty for supporting instructors by hosting presentations on basic skills courses. She noted that 85% of students assessed at the basic skills level concurrently enroll in college-level courses.

Mr. Vázquez stated that both colleges have pursued outside funding in order to work toward accomplishing 2010-2011 goals.

Mr. Hanna and Mr. McLoughlin thanked staff for information provided relating to Goals 1 and 2. Due to the continuous improvement process the board pursues, members asked that the following questions be addressed in next year's materials:

- What statistics are provided for comparison from previous years?
- Has the district improved its progress in meeting goals? If not, why?
- What recommendation(s) do staff have to improve progress toward goals?
- What are the results of the district meeting its goals?
- What are the details of grants listed (e.g., amount, description)?

Mr. Didion indicated these questions may be applied to each goal.

Upon discussing Goal 3, Mr. Hanna asked that this goal be answered in three sections: 1) update and implement facilities master plans, 2) maximize college and community use of facilities, and 3) incorporate green efforts into facilities development and other efforts when cost effective. He asked that the following questions be addressed in next year's materials:

- How is the district incorporating green efforts? If the district is not incorporating green efforts, why not?
- Has the district improved its progress in meeting this goal? If not, why?
- What recommendation do staff have to improve progress toward this goal?
- Has the district expanded use of facilities by the community? If not, why?

Upon discussing Goal 4, Mr. McLoughlin asked staff to comment on the cutting-edge technology included in the report. Mr. Didion and Mr. Vázquez indicated the implementation of CurricUNET and Add Codes have helped students, faculty, and staff.

Upon discussing Goal 5, Mr. Hanna thanked staff for information provided on grants and alternative/private funding. He asked that the following questions be addressed in next year's materials:

- What is the comparison of public/private funding between last year and this year?
- Were there problems in pursuing public/private funding?
- How many alumni contributed toward scholarships?
- How many employees contributed toward scholarship funds at the college(s) or district?
- What is each college foundation doing to pursue funding?
- What plan does each college foundation have that is different from the district foundation to seek funding?
- What is the progress toward reaching this goal?

Mr. Hanna commended staff for information provided relating to Goal 7 and asked that the following questions be addressed in next year's materials:

- What statistics are provided for comparison from previous years?
- What is the district's relationship with local cities?
- How were those relationships improved and expanded?
- How can those relationships be improved and expanded in the future?
- Before the district considers using public funds, does it consider pursuing partnerships with private companies?

Upon discussing Goal 8, Dr. Martinez explained the relationship developed between the Santa Anita Neighborhood Association, City of Santa Ana, and SAC.

Mr. Hanna reported he recently viewed SAC students' artwork at the Santa Ana Art Walk and spoke with community leaders while there. Mr. Hanna requested the board meet with councils and boards of local cities and school districts.

Mr. McLoughlin expressed interest in SAC's participation in a Communication Linkage Forum (Com-Link) program administered by the City of Santa Ana.

Mr. McLoughlin asked that SCC's Trig Day and Science Night be included in the report and the following questions be addressed in next year's materials:

- What is the yield of hosting events such as Trig Day and Science Night at the college?
- How does it impact the future?
- Do students attending these events attend SCC at a later date?
- Do students that participate in KinderCaminata attend SAC or SCC when they become college age?

Mr. Hanna stated that according to staff it cost the district approximately \$150,000 to mail class schedules to the community. He indicated the district may consider selling advertising space in the mailings to cover a portion of the expenses.

## 2.5 Community Responses to Survey on Board Vision and Goals

Ms. Pham presented responses from a January 2011 survey that asked the community to evaluate progress toward the district's 2010-2011 vision and goals.

Mr. McLoughlin asked for the number of surveys distributed to community, staff, and students. Dr. Rodríguez will provide that number to the board.

Mr. Conley asked if staff survey responses could be separated from community responses. Ms. Pham indicated next year's survey will include a question to quantify this.

Mr. Hanna asked that future evaluations be corrected to name the survey the Board of Trustees annual evaluation of district goals as indicated in BP9022.5.

Mr. Hanna was pleased that an overwhelming number of respondents were satisfied with the district's accomplishments within each goal. He understands the district has made progress and there is room for improvement. He thanked respondents for taking the time to share their comments.

Mr. Labrado found the comments informative and productive.

## 2.6 Approval of 2011-2012 Vision and Goals

Mr. Conley asked for the meaning of the comment: “remove politics from the classroom.” Discussion ensued. Ms. Pham will research the source of this comment for further clarification.

Dr. Rodríguez stated that staff will implement the additional information requested by board members. Dr. Rodríguez indicated that staff recommends reaffirming the vision statement and goals for the 2011-2012 academic year. He indicated staff plan on developing a strategic planning session with outside facilitators on ways to accomplish the district’s goals.

Mr. Labrado stated it would be helpful if staff who implemented the goals would contribute toward the final report.

It was moved by Dr. Chapel, seconded by Mr. Hanna and carried unanimously to approve the 2011-2012 vision and goals as follows:

### **Vision Statement 2011-2012**

Rancho Santiago Community College District is a learning community. The college district and its colleges are committed to ensuring access and equity, and to planning comprehensive educational opportunities throughout our communities. We will be global leaders in many fields, delivering cost-effective, innovative programs and services that are responsive to the diverse needs and interests of all students. We will be exceptionally sensitive and responsive to the economic and educational needs of our students and communities. The environment will be collegial and supportive for students, staff, and the communities we serve.

We will promote and extensively participate in partnerships with other educational providers, business, industry, and community groups. We will enhance our communities' cultural, educational, and economic well-being.

We will be a leader in the state in student learning outcomes. Students who complete programs will be prepared for success in business, industry, careers, and all future educational endeavors. We will prepare students to embrace and engage the diversity of our global community and to assume leadership roles in their work and public lives.

### **2011-2012 Goals**

1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.
2. Provide access and retention for completion programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.
3. Update and implement facilities master plans, maximize college and community use of facilities, and incorporate “green” efforts into facilities development and other efforts when cost-effective.
4. Promote flexible, cost-effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.
5. Pursue alternative public and private funding sources to increase the district’s fiscal sustainability and to implement the district’s vision and goals, and encourage the foundations and district to create plans for capital and program campaigns and alumni association development.
6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity and enhancing staff development opportunities that address innovation and technology.
7. Expand partnerships with business, labor, community groups, universities, schools, and other public and private agencies in order to enhance the district’s resource development; ensure student access and success; ensure robust economic development programs; and be responsive to workforce development needs and high demand career fields.
8. Assess the educational needs of the communities we serve, and enhance awareness of the colleges and community involvement through outreach and advocacy among community constituencies and leaders.



### **3.0 GENERAL**

#### **3.1 Board Member Comments**

Mr. McLoughlin thanked staff for its hard work in preparing information for tonight's meeting.

Dr. Chapel was pleased with the information presented and is hopeful the board will revisit this information throughout the year.

Dr. Chapel reported he recently attended the Community College League of California's Effective Trusteeship Conference in Sacramento and plans to share the material presented on trusteeship and the Brown Act with trustees.

Mr. Conley commended staff on the materials presented and plans to attend the upcoming Association of Community College Trustees conference in Washington, D.C.

### **4.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be on February 22, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 7:10 p.m.

Respectfully submitted,

---

Dr. Raúl Rodríguez  
Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: February 22, 2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**February 22, 2011**

**MANAGEMENT**

Revised Job Description/Attachment #1

Executive Assistant to the Chancellor

Employment Agreement/Attachment #2

Kosko, Christine

Appointments

Kosko, Christine  
Associate Dean  
Instructional and Student Services  
Continuing Education Division/CEC  
Santa Ana College

Effective: February 23, 2011  
Salary Placement: D-1 \$8,497/Month

Peterson, Robert  
Bookstore Manager  
Auxiliary Services  
Santa Ana College

Effective: January 6, 2011  
Salary Placement: J-1 \$5,659.00/Month

Interim to Permanent

Castellon, Maria  
Associate Director  
SAC East Child Development Center  
Child Development Services  
District

Effective: January 24, 2011  
Salary Placement: O-1 \$4,470/Month  
(No Change)

Isais, Enriqueta  
Director I  
CEC Child Development Center  
Child Development Services  
District

Effective: January 24, 2011  
Salary Placement: L-1 \$5,112/Month  
(No Change)

**MANAGEMENT (CONT'D)**

*Interim to Permanent (cont'd)*

Wahl, Susan  
Director I  
SCC Child Development Center  
Child Development Services  
District

Effective: January 24, 2011  
Salary Placement: L-2 \$5,367/Month

*Ratification of Resignation/Retirement*

Ripley, Charles E.  
Vice President  
Continuing Education Division/CEC  
Santa Ana College

Effective: June 30, 2011  
Reason: Retirement

**FACULTY**

*Extension of Long-term Substitute (Temporary Employee per E.C. 87482) Assignment*

Bowden, Katherine  
Health Services Nurse  
Health and Wellness Center  
Special Services Division  
Santa Ana College

Effective: January 3 – June 3, 2011  
Placement: I-4 \$46.17/Hour

*Return to Regular Assignment/Contract Workload*

Vu, Dahlia  
Assistant Professor, Math  
Science and Math Division  
Santa Ana College

Effective: February 1, 2010  
From: 60%  
to: 100%

*Ratification of Resignation/Retirement*

Aron, Florinda  
Counselor  
Extended Opportunities Programs and Services  
Student Affairs  
Santa Ana College

Effective: June 9, 2011  
Reason: Retirement

**FACULTY (CONT'D)**

Approval of Contract Extension Days for 2011/2012

Collins, Monica Effective: December 28, 2010 – January 6, 2011  
Coordinator Extension: 5.25 Days  
Deaf and Hard of Hearing Program  
Disabled Students Programs and Services  
Santa Ana College

Sneddon, Marta Effective: July 1, 2010 – June 30, 2011  
Professor, Exercise Science Extension: 12, Days  
Fire Technology  
Human Services and Technology Division  
Santa Ana College

Remove Head Coach Stipend

Shine, Tom Effective: January 25, 2011  
Head Coach, Men's Golf Amount: \$1,750.00  
Mathematics and Sciences Division  
Santiago Canyon College

Stipends

El Said, Nahla Effective: January 9 – February 8, 2011  
Associate Professor, Chemistry Amount: \$2,000.00  
Mathematics and Sciences Division Reason: Facilitation  
Santiago Canyon College (Title V Grant)

Gorrie, Richard Effective: January 25, 2011  
Head Coach, Men's Golf Amount: \$1,750.00  
Mathematics and Sciences Division  
Santiago Canyon College

McMullin, Mary Effective: January 9 – February 8, 2011  
Associate Professor, Reading Amount: \$2,000.00  
Library, Arts, Humanities and Reason: Facilitation  
Social Sciences Division (Title V Grant)  
Santiago Canyon College

**FACULTY (CONT'D)**

Stipends (cont'd)

Powell, Kay  
Coordinator, Academic Success Center  
Library, Arts, Humanities and  
Social Sciences Division  
Santiago Canyon College

Effective: January 9 – February 8, 2011  
Amount: \$2,000.00  
Reason: Facilitation  
(Title V Grant)

Reyes, Alfred  
Assistant Coach Women's Swimming  
Exercise Science Division  
Santa Ana College

Effective: January 24, 2011  
Amount: \$4,500.00

Swift, Cynthia  
Associate Professor, Physics  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: January 9 – February 8, 2011  
Amount: \$2,000.00  
Reason: Facilitation  
(Title V Grant)

Williams, Alison  
Associate Professor, Math  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: January 9 – February 8, 2011  
Amount: \$2,000.00  
Reason: Facilitation  
(Title V Grant)

Adjusted New Hire Part-time/Hourly Rate

Hannon, Robert  
Instructor, Biology  
Science and Math Division  
Santa Ana College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Part-time/Hourly Hires/Rehires

Danova, Veselka  
Instructor, Mathematics  
Science and Math Division  
Santa Ana College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Enders, Laramy  
Instructor, Biology (equivalency)  
Science and Math Division  
Santa Ana College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

**FACULTY (CONT'D)**

*Part-time/Hourly Hires/Rehires (cont'd)*

Jose, Benjamin  
Instructor, Physics  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Fisher, Thomas  
Instructor, Small Business  
Development/Entrepreneurship  
Business Division  
Santa Ana College

Effective: January 8, 2011  
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Gallegos, Humberto  
Instructor, Engineering  
Business Division  
Santa Ana College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Hildago, Angela  
Instructor, Reading  
Humanities and Social Sciences Division  
Santa Ana College

Effective: January 18, 2011  
Hourly Lecture Rate: II-3 \$54.32

Jose, Benjamin  
Instructor, Physics  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Kamaga, Carina  
Instructor, Physics  
Mathematics and Sciences Division  
Santiago Canyon College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Kimmel, Michelle  
Instructor, Human Development (equivalency)  
Human Services and Technology Division  
Santa Ana College

Effective: January 18, 2011  
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

**FACULTY (CONT'D)**

*Part-time/Hourly Hires/Rehires (cont'd)*

Lange, Kelli  
Health Services Nurse  
Health and Wellness Center  
Student Services Division  
Santa Ana College  
Effective: February 8, 2011  
Hourly Lab Rate: I-3 \$43.97

Lopez, Marta  
Instructor, Spanish  
Arts, Humanities and Social Sciences Division  
Santiago Canyon College  
Effective: January 18, 2011  
Hourly Lecture Rate: II-3 \$54.32

Martino, Cory  
Instructor, Criminal Justice  
Human Services and Technology Division  
Santa Ana College  
Effective: February 8, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Mugica, Yolanda  
Counselor  
Counseling Division  
Santa Ana College  
Effective: February 8, 2011  
Hourly Lab Rate: II-4 \$50.90

Pardo-Ramirez, Ericka  
Substitute Associate Teacher, Child Development Center  
Child Development Services  
District  
Effective: February 7, 2011  
Hourly Rate: \$13.00

Pierce, Ryan  
Instructor, Criminal Justice (equivalency)  
Human Services and Technology Division  
Santa Ana College  
Effective: February 8, 2011  
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Rangel, Scott  
Instructor, Education (equivalency)  
Counseling and Student Support Services Division  
Santiago Canyon College  
Effective: January 18, 2011  
Hourly Lecture Rate: III-3 \$57.03

**FACULTY (CONT'D)**

*Part-time/Hourly Hires/Rehires (cont'd)*

Ruiz, Daniel  
Counselor  
Counseling and Student Support Services Division  
Santiago Canyon College  
Effective: February 7, 2011  
Hourly Lab Rate: II-3 \$46.17

Santoyo, Pablo  
Instructor, Business Applications  
Business Division  
Santa Ana College  
Effective: January 18, 2011  
Hourly Lecture/Lab Rates: I-4 \$54.32/\$46.17

Scott, Stephanie  
Health Services Nurse  
Health and Wellness Center  
Student Services Division  
Santa Ana College  
Effective: January 19, 2011  
Hourly Lab Rate: II-3 \$46.17

Tagan, Dorothy  
Instructor, Nursing  
Science and Math Division  
Santa Ana College  
Effective: March 14, 2011  
Hourly Lab Rate: II-3 \$46.17

Thul, Tamara  
Health Services Nurse  
Health and Wellness Center  
Student Services Division  
Santa Ana College  
Effective: February 8, 2011  
Hourly Lab Rate: I-3 \$43.97

Turner, Elizabeth  
Instructor, Library Technology  
Library Services  
Academic Affairs Division  
Santa Ana College  
Effective: January 18, 2011  
Hourly Lecture Rate: II-3 \$54.32

Ulloa, Erika  
Substitute Teacher, Child Development Centers  
Child Development Services  
District  
Effective: February 1, 2011  
Hourly Rate: \$17.50



**FACULTY (CONT'D)**

Part-time/Hourly Hires/Rehires (cont'd)

Wilson, Derek  
Instructor, Fire Technology  
Human Services and Technology Division  
Santa Ana College

Effective: February 23, 2011  
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Non-paid Intern Service

De La Cruz, Monica  
Transfer Center Intern  
University Transfer Center  
Counseling Division  
Santa Ana College

Effective: February 23 – June 30, 2011  
College Affiliation: CSU, Fullerton  
Discipline: Sociology

Saldivar, Angelica  
Transfer Center Intern  
University Transfer Center  
Counseling Division  
Santa Ana College

Effective: February 23 – June 30, 2011  
College Affiliation: CSU, Fullerton  
Discipline: Psychology

Sotelo, Fernando  
Student Services/Outreach Intern  
Outreach Department  
Student Services  
Santa Ana College

Effective: February 23 – June 30, 2011  
College Affiliation: CSU, Fullerton  
Discipline: Human Services

Torreblanca, Maria  
Student Services/Outreach Intern  
Outreach Department  
Student Services  
Santa Ana College

Effective: February 23 – June 30, 2011  
College Affiliation: CSU, Fullerton  
Discipline: Psychology

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY, 2011

**EXECUTIVE ASSISTANT TO THE CHANCELLOR**

**CLASS SUMMARY**

Serves as the office coordinator and administrative assistant to the chief executive officer of the District; coordinates the work flow in the Chancellor's Office including maintaining proper communications and rapport between the chief executive's office and the staff, students, and public; assumes and performs related duties and responsibilities as required.

**REPRESENTATIVE DUTIES**

Performs a wide variety of secretarial/assistant duties with a high level of responsibility and professionalism; independently composes correspondence for the Chancellor; prepares letters, reports, memos, and other executive office documents of manuscript quality; maintains calendar of appointments, makes arrangements for meetings, conferences, and special events involving the Chancellor and coordinates schedule; coordinates domestic and international travel arrangements; coordinates collection and compilation of data and information; prepares various meeting agendas, compiles information related to agenda, and takes minutes for several standing committees involving staff and public including the Chancellor's Cabinet and District Council; composes and prepares items for the Board of Trustees' information or meeting agendas as directed by the Chancellor; creates and maintains files and records, including collective bargaining and confidential personnel information. Works independently and makes decisions related to the Chancellor's area of responsibility; assists in budget preparation, monitors and manages areas of the Chancellor's budget, approving/processing expenditures and budget allocations and makes recommendations to the Chancellor regarding budget projections, and controls accounts. Coordinates and assists in planning district and other events sponsored by the Office of the Chancellor and/or the Board of Trustees.

Organizes the flow of communications through the executive office in an efficient and effective manner; assists staff in coordinating work with Chancellor's activities; initiates telephone calls and direct contact with staff, the public, other educational institutions, legal counsel, elected officials, and other legislative offices; answers questions and provides information relative to this office and the District/colleges with professionalism and diplomacy; communicates information and instructions for Chancellor; trains and coordinates the work of the other office staff and part-time employees; receives and screens calls and visitors and directs them appropriately. This position backfills for the Executive Assistant to the Board of Trustees when necessary.

**ORGANIZATIONAL RELATIONSHIPS**

This position is designated as a confidential employee and reports directly to the Chancellor.

**DESIRABLE QUALIFICATIONS GUIDE**

*Training and Experience*

Any combination of training and experience equivalent to an A.A. degree in office management, business administration, or similar field; substantial varied secretarial experience including at least five years of increasingly responsible office and/or varied secretarial experience.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
JANUARY, 2011

**EXECUTIVE ASSISTANT TO THE CHANCELLOR (Cont'd)**

**DESIRABLE QUALIFICATIONS GUIDE (Cont'd)**

*Knowledge and Abilities*

**Thorough knowledge of** the principles of office management and word processing, files and records systems; English, grammar, composition, and minutes and manuscript preparation.

**Good knowledge of** the principles of public relations, supervision, and artful communications; principles of record keeping and data compilation; the aims and principles of public education, especially at the college level; how to research components of Title 5 of the California Administrative Code.

**Practical working knowledge of** the State Education Code; the Ralph M. Brown Act; sources of information related to the work of the Chancellor's office, the District budget system, union and employee contracts and handbooks, and general District organization.

**Ability to** work independently; make decisions relative to the Office of the Chancellor in the absence of the Chancellor; coordinate and expedite a large volume of administrative detail; take and prepare conference and meeting minutes, and perform a wide variety of difficult and complex office tasks requiring independent judgment; meet deadlines while working in a demanding work environment; adapt office procedures and details to changing needs and requirements; edit and review materials for accuracy; communicate and work effectively with the Chancellor, Board of Trustees, students, district employees, legal counsel, members of the press and the public in situations requiring tact, poise, and understanding; follow oral and written directions, and carry out the policies and intentions of the district without specific instructions; read, understand, apply, and explain technical policies and materials; maintain confidentiality of non-public information; organize an office involved in multiple programs. Operate a PC using word processing and other software packages.

**Skills:** must complete keyboarding, proofreading, letter set up, secretarial and software skills evaluation. The screening committee will use the evaluation results as one of the selection criteria.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Christine Kosko (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of Associate Dean, Instructional and Student Services, Continuing Education Division, Centennial Education Center. Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing February, 23, 2011 and ending June 30, 2012. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$101,964 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.
9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.
10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.
11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.
12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.
13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.
14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.
15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.
16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.
17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.
18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_  
For District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## HUMAN RESOURCES DOCKET

## CLASSIFIED

FEBRUARY 22, 2011

**CLASSIFIED**Revised Job DescriptionAttachment #1

Help Desk Analyst

Grade 13

New Appointment

Bailey, Debra

Effective: February 9, 2011

Intermediate Clerk/ Health Center/ SAC  
(Reinstated from 39 Month Rehire List)Grade 5, Step 1 @ 75% FTE/ 10 Mo.  
\$2041.50/Month

Negrete, Stephanie

Effective: January 3, 2011

Senior Clerk/ School of Continuing  
Education/SAC  
(Reinstated from 39 Month Rehire List)

Grade 8, Step 1 \$3051

Out of Class Assignment

Garcia, Elvia

Effective: 01/24/11 – 03/24/11

Asst to the Exec. VC of HR

Grade M, Step 1 \$4874

*Confidential position*

Hill, Diane

Effective: 02/07/11 – 05/30/11

Benefits Analyst/ Risk Mgmt

Grade L, Step 1 \$5112

*Confidential position*

Lopez, Felipe

Effective: 01/18/11 – 02/01/11

Sr. Custodian Utility Worker/ Admin.  
Services/ SAC

Grade 7, Step 5 + 2.5%L \$3659

Effective: 02/10/11 – 04/01/11

Grade 7, Step 5 + 2.5%L \$3659

Hourly On Going to Full Time

Shirley, Jacqueline

Effective: January 18, 2011

Intermediate Clerk

Grade 5, Step 2 \$2859

From: Student Services 47.5% FTE/Health  
Ctr/SACTo: Counseling/SAC (Reinstate from 39  
Month List)

Temporary to Contract

Spencer, Melissa  
Human Resources Technician  
(CL10-0261)/Human Resources/District

Effective: February 14, 2011  
Grade 11, Step1 \$3471

Change in Position

Casas, Alan  
From: Instructional Center Tech/ SCC  
To: Support Services Assistant  
(CL10-0245)/ School of Continuing  
Education/SAC

Effective: January 31, 2011  
Grade 11, Step 4 \$4020

Simmavong, Ketsana  
From: General Office Clerk  
To: Support Services Assistant  
(CL10-0220)/ Academic Affairs/ SAC

Effective: January 28, 2011  
Grade 11, Step 1 + 2PG \$3554.33

Williams, Dawn  
From: Intermediate Clerk 75% FTE/Health  
Ctr/ SAC  
To: Health Science/SAC (Reinstate from  
39 Month List)

Effective: February 14, 2011  
Grade 5, Step 3 \$3002

Change in Salary Placement

Rodriguez, Fidel  
Lead Custodian/ Admin. Services/ SAC

Effective: January 10, 2011  
Change from Graveyard to Day Shift  
Grade 9, Step 5 \$3870

Tuon, Sophanareth  
Senior Custodian/ Admin. Services/ SAC

Effective: December 13, 2010  
Change from Swing to Day Shift  
Grade 7, Step 6 + 2.5% L \$3841

Leave of Absence

Adams, Jennie  
Information Systems Specialist/ Auxiliary  
Services/ SAC

Effective: 01/31/11 – 03/14/11  
Reason: Maternity Leave

Hurtado, Alejandra  
Financial Aid Tech./ SAC

Effective: 01/03/11 – 04/03/11  
Reason: Maternity Leave



*Ratification of Resignation/Retirement*

Bradoch, Linda  
Learning Center Specialist/ School of  
Continuing Education/SAC

Effective: March 31, 2011  
Reason: Retirement

Martinez, Angel  
Sr. Custodian Utility Worker/ Facility  
Planning & District Support

Effective: April 29, 2011  
Reason: Retirement

**CLASSIFIED HOURLY**

*New Appointments*

Fennell, Katryn  
Intermediate Clerk/ Health Center/ SCC  
(Reinstate from 39 Month Rehire List)

Effective: February 14, 2011  
19 Hours/Week 10 Month  
Grade 5, Step A \$15.64/Hour

Mai, Kathy  
Instructional Assistant/ Business Div./ SAC  
(Reinstate from 39 Month Rehire List)

Effective: January 19, 2011  
Up to 19 Hours/Week School Session  
Grade 5, Step A + 1PG \$15.64/hour +  
\$20.83/Mo. PG

Nguyen, Tuan Anh  
Instructional Assistant/ Business Div./ SAC  
(Reinstate from 39 Month Rehire List)

Effective: February 11, 2011  
Up to 19 Hours/Week School Session  
Grade 5, Step A + 3PG \$15.64/Hour +  
\$62.50/Mo. PG

Vance, Rebecca  
Instructional Assistant/ Math/ SCC  
(Reorg 674-Reinstate from 39 Mo. Rehire  
List)

Effective: January 24, 2011  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$15.64/Hour

Ware, Lawrence  
Instructional Assistant/ Math/SCC  
(Reorg 674- Reinstate from 39 Mo. Rehire  
List)

Effective: January 24, 2011  
Up to 19 Hours/Week School Session  
Grade 5, Step A \$15.64/Hour

Zeinali, Sanam  
Learning Facilitator/Math/SCC  
(Reorg 673- Reinstate from 39 Mo. Rehire  
List)

Effective: January 27, 2011  
Up to 19 Hours/Week School Session  
Grade 8, Step A \$17.53/Hour

Temporary to Hourly On Going

Vargas, Jorge Intermediate Clerk/ Student Services- Health Center/ SAC (Reinstated from 39 Mo. Rehire List)	Effective: January 24, 2011 19 Hours/Week 11 Months Grade 5, Step A + 1PG \$15.64/Hour + \$20.83/Mo. PG
--	--

Leave of Absence

Rice, Tera Sr. Cashier/ Bookstore/ SCC	Effective: 01/11/11 – 05/20/11 Reason: Maternity leave
---	---

Ratification of Resignation/Retirement

Abab, Marjaneh Instructional Assistant/ Orange Education Center	Effective: January 21, 2011 Reason: Resignation
---	--

Burgos, Jorge Instructional Assistant/ Business Div./ SAC	Effective: January 2, 2011 Reason: Deceased
--	--

Ochoa, Lizeth Intermediate Clerk/ Health Center/ SCC	Effective: February 9, 2011 Reason: Resignation
---	--

**TEMPORARY ASSIGNMENT**

Alvarado, Delmis Student Activities Specialist/ Student Services/ SCC	Effective: 02/23/11 – 06/30/11
---	--------------------------------

Daniels, Lani Library Technician/ SCC	Effective: 02/23/11 – 03/17/11 03/28/11 – 05/19/11 06/13/11 – 06/30/11
--	--

Lo, Long Instructional Assistant/ Biology/ SCC	Effective: 02/23/11 – 05/20/11
---	--------------------------------

Martinez de Hernandez, Lesly Instructional Assistant/ EOPS/ SAC	Effective: 02/23/11 – 06/30/11
--	--------------------------------

Meas, Sokennrey Instructional Assistant/ Biology/ SAC	Effective: 02/23/11 – 05/22/11
--	--------------------------------



*Additional Hours for On Going Assignment cont'd*

Chung, Shao Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/19/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Flores, Juan Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/19/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Guillen, Patricia Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/19/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Leung, Sharon Intermediate Clerk/ Admissions/ School of Continuing Education/SAC	Effective: 12/11/10 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Lopez, Olivia Intermediate Clerk/ Admissions/ School of Continuing Education/SAC	Effective: 12/11/10 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Marthell, Monique Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/19/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.
MacLean, Amanda General Office Clerk/ Health Science/ SAC	Effective: 02/14/11 – 03/01/11 Not to exceed 19 consecutive days in any given period.
Meraz, Norma Admissions Assistant/ Admissions/ School of Continuing Education/SAC	Effective: 12/11/10 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Nguyen, Johnny Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/19/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Puente, Raydene Admissions Assistant/ Admissions/ School of Continuing Education/SAC	Effective: 12/11/10 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Rodriguez, Rosalba Instructional Assistant/ School of Continuing Education/SAC	Effective: 01/19/11 – 06/30/11 Not to exceed 19 consecutive days in any given period.

*Additional Hours for On Going Assignment cont'd*

Vasquez, Yolanda Admissions Assistant/ Admissions/ School of Continuing Education/SAC	Effective: 12/11/10 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Villa, Mario Intermediate Clerk/ Admissions/ School of Continuing Education/SAC	Effective: 12/11/10 – 06/30/11 Not to exceed 19 consecutive days in any given period.
Wallace, Tiffany Counseling Assistant/ Counseling/ SAC	Effective: 02/01/11 – 02/25/11 Not to exceed 19 consecutive days in any given period.
Zambrano, Adalberto Instructional Assistant/ Science & Math/ SAC	Effective: 01/24/11 – 05/22/11 Not to exceed 19 consecutive days in any given period.

*Substitute Assignments*

Hernandez, Marisa Administrative Secretary/ Student Services/ SAC	Effective: 01/01/11 – 06/30/11
Herrera, Daniel Instructional Assistant/ Humanities/ SAC	Effective: 01/24/11 – 05/22/11
Hussaini, Syed Instructional Assistant/ Chemistry/ SCC	Effective: 02/23/11 – 04/20/11
Lomeli, Antonio Custodian/ Admin. Services/ SAC	Effective: 01/24/11 – 02/01/11 02/10/11 – 04/01/11
Vela Saavedra, Mario Custodian/ Orange Education Center	Effective: 01/31/11 – 06/30/11

**MISCELLANEOUS POSITIONS**

Besack, Venessa Business Expert Professional I/ WBC	Effective: 01/19/11
Hoitt, Linda Business Expert Professional II/ SBDC	Effective: 01/01/11



**SANTA ANA COLLEGE  
STUDENT ASSISTANT LIST**

Adeniyi, Keshad Donte	Effective: 01/25/11-6/30/11
Barragan, Yenifer Maria	Effective: 01/24/11-6/30/11
Cook, Melina Irene	Effective: 01/24/11-6/30/11
Edwards, Breanne Nichole	Effective: 02/03/11-6/30/11
Foggo, Brandon James	Effective: 01/24/11-6/30/11
Hernandez De Cauzor, Dora Isabel	Effective: 01/25/11-6/30/11
Jimenez, Louie Serafin	Effective: 01/24/11-6/30/11
Naranjo, Yolanda	Effective: 01/11/11-6/30/11
Nguyen, Thu Quoc Quynh	Effective: 01/31/11-6/30/11
Pham, Victor	Effective: 01/26/11-6/30/11
Phan, Anh Thi Phuong	Effective: 02/01/11-6/30/11
Rodriguez, Emmanuel	Effective: 01/24/11-6/30/11
Sevilla, AlejandroManuel	Effective: 01/24/11-6/30/11
Ventura, Susana Alicia	Effective: 01/24/11-6/30/11
Wang, Yi Xuan	Effective: 01/31/11-6/30/11

**Santiago Canyon College  
STUDENT ASSISTANT NEW HIRE LIST**

Alvarez, Agustin	Effective: 01/11/11-06/30/11
Calderon, Lisseth	Effective: 01/21/11-06/30/11
Dunmore, Lakeisha	Effective: 02/11/11-06/30/11
Galvan, Arturo	Effective: 01/11/11-06/30/11
Garcia, Erica	Effective: 02/11/11-06/30/11
Godinez, Marie	Effective: 01/24/11-06/30/11
Grubbs, Nicholas	Effective: 01/24/11-06/30/11
Guzman, Jessica	Effective: 02/08/11-06/30/11
Hall, Megan	Effective: 01/24/11-06/30/11
Kruse, Marinda	Effective: 01/13/11-06/30/11
Lopez, Juri	Effective: 02/08/11-06/30/11
Mears, Elisa	Effective: 01/21/11-06/30/11
Montenegro, Kathy	Effective: 02/03/11-06/30/11
O'Keefe, Meaghan	Effective: 01/21/11-06/30/11
Romero, Yvette	Effective: 01/18/11-06/30/11
Stone, Elizabeth	Effective: 01/13/11-06/30/11

Attachment #1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
Revised February 2011

**HELP DESK ANALYST**

**CLASS SUMMARY**

Under general supervision – trains staff and faculty to effectively utilize District information resources; acts as liaison between Information Technologies Services, Departments and district administrators, faculty and staff; provides technical support for computer systems, communications and applications; evaluates and supports new application and system software; performs related duties as required.

**REPRESENTATIVE DUTIES**

Provide technical support for hardware, software, network & phone equipment; reset network, system access & specialized program passwords; installs computer software and occasionally hardware; analyzes customers computers and/or applications needs and coordinates recommended solutions with Information Technologies Services staff; identify, document, track and monitor technical problems as reported and assigned to IT staff; participates in the analysis, design and implementation of computer applications; creates macros and scripts for computer applications; attend seminars and various classes in computer systems applications; evaluates, recommends and supports new application software; assists in modifying and updating components of the communication system; maintain records of telephone equipment, schematics of all district buildings with voice & data jacks, and hub locations; maintains accurate service logs of problems and resolutions; identifies and diagnoses telephone, voicemail and computer related problems.

**ORGANIZATIONAL RELATIONSHIPS**

This position reports to the designated manager in the ITS department.

**DESIRABLE QUALIFICATIONS GUIDE**

**Training and Experience**

Any combination of education and experience equivalent to an Associate's degree or equivalent in a computer related field and two years of experience in the use of application software on a computer in an information technology environment. Relevant experience may be substituted for the education on a year-for-year basis.

**Knowledge and Abilities**

Knowledge of: operation and uses of computers and peripherals; relational database systems and design; programming concepts; internal computer hardware limitations and capabilities; creating and maintaining files on a computer system; computer



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
**Revised February 2011**

**HELP DESK ANALYST cont'd**

software applications packages; terminology; materials, equipment and modern business office procedures used in an information environment; record keeping procedures and practices; educational terminology; information processing concepts; communication terminology including local area networks (LAN'S) and wide area networks (WAN'S); scanning and data input procedures and devices.

Ability to: establish and maintain effective working relationships with staff and non-district personnel; make independent judgments when performing tasks; identify and troubleshoot equipment and software failures to ensure minimal downtime; recommend, maintain and apply standardized information applications and procedures; evaluate and recommend the usefulness of a wide variety of software and hardware; understand, interpret and apply technical material, rules, procedures and policies; stay apprised of current trends in information technologies hardware and software developments; apply knowledge and analytical skills to solving operational problems; present technical concepts clearly; schedule activities for effective utilization of resources; organize office procedures and maintain accurate records; follow oral and written instructions; work independently.

**WORKING CONDITIONS**

This position requires prolonged video display terminal viewing.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources and Educational Services

To:	Board of Trustees	Date: February 22, 2011
Re:	Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Request for Approval to Schedule Public Hearing	

**BACKGROUND**

Pursuant to Government Code Section 3547(a) the initial bargaining proposal of California School Employees Association Chapter 579 to the Rancho Santiago Community College District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

**ANALYSIS**

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its March 14, 2011 meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees schedule a public hearing for March 14, 2011.

Fiscal Impact: To be Determined	Board Date: February 22, 2010
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**CHAPTER 579**

**2011/12 Negotiations Proposal**

**10.3 Personal Necessity Leave**

Clarify usage intent.

**11.1 Holiday Leave**

Increase paid leave to include week between Christmas and New Year's. Increase Spring Break paid leave by adding 3 days.

**Salary**

Increase salary effective July 1, 2011 commensurate with the district's ability to pay.

In the event the District receives a 2011/12 COLA adjustment from the State, this percentage will be retroactively applied to the 2011/12 salary schedule.

**14.15 Appointment and Step Advancement**

Reinstate step advancement retro to original suspension date.

**14.16 Longevity Pay**

Reinstate longevity pay retro to original suspension date.

**19.5.a Insurance Premiums**

Increase District's maximum contribution amount per current contract requirement.

**22.2.4 Course Work**

Reinstate Professional Growth effective July 1, 2011.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources and Educational Services

To: Board of Trustees	Date: February 22, 2011
Re: Approval of Non-Credit Instructional Calendar 2011-2012	
Action: Request for Approval	

**BACKGROUND**

In conjunction with the Faculty Association of Rancho Santiago Community College District (FARSCCD) and the Continuing Education Faculty Association (CEFA), the 2011-2012 non-credit instructional calendar has been developed.

**ANALYSIS**

The calendar has been developed in accordance with the FARSCCD and CEFA contracts and relevant Title 5 regulations.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2011-2012 Non-Credit Instructional Calendar.

Fiscal Impact: None	Board Date: February 22, 2011
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

## RSCCD NON-CREDIT INSTRUCTIONAL CALENDAR 2011 - 2012

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>AUGUST</b>	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	1	2	3
<b>SEPTEMBER</b>	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	1
<b>OCTOBER</b>	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
<b>NOVEMBER</b>	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	1	2	3
<b>DECEMBER</b>	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
<b>JANUARY</b>	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
<b>FEBRUARY</b>	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	1	2	3
<b>MARCH</b>	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
<b>APRIL</b>	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
<b>MAY</b>	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31C	1C	2
<b>JUNE</b>	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
<b>JULY</b>	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
<b>AUGUST</b>	29	30	31	1	2	3	4
	5	6	7	8	9	10	11

*Faculty Project Days Aug. 22 - 26*

**Instruction Begins August 29**  
Labor Day - September 5

Veterans Day - November 11

Thanksgiving - November 24 - 26

**Fall Semester Ends December 17**  
Winter Recess - December 19 - January 9

*Faculty Project Day - Jan. 10 - 12*

**Spring Sem. Instruction Begins January 13**  
Martin Luther King Day - January 16

Lincoln's Birthday - February 17-18  
President's Day - February 20

Cesar Chavez Holiday - March 30

\*Spring Recess - April 9 - 14  
(may change to correspond with unified school district)

Memorial Day - May 28  
CEC Commencement - May 31  
OEC Commencement - June 1  
**Spring Semester Ends June 2**

**Summer Session Begins June 18**

Independence Day: July 4

**Summer Session Ends August 11**

RSCCD noncredit programs operate on an open-entry/open-exit year-round calendar. Term dates may be adjusted throughout the academic year in response to changing district, site and student needs.

Board approved: February 22, 2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Santa Ana College Community Services Program Revenue Contract MA-026-11011392	
Action:	Request For Approval	

**BACKGROUND**

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are noncredit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these programs are offered to the general public for educational, cultural, social and recreational purposes for a fee. In fall 2008 the Board of Trustees approved the establishment of a new course in collaboration with the Orange County District Attorney. This course would serve as a referral for individuals who are working to reinstate their driving privileges as mandated by the court.

**ANALYSIS**

Santa Ana College has served 975 county residents through this court mandated course, Vehicle Code 14601.1 Suspended License Program. Individuals are referred by the Orange County District Attorney to the SAC Community Services Program as an approved referral site for education and diversion. The Orange County District Attorney is requesting we collect an additional \$75 of which \$5 remains with the Santa Ana College Community Services Program and the remaining \$70 be transferred to the District Attorney. Additional fees paid by individuals taking this course are processed by Community Services providing adequate revenue for our program and the certified instructor.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached Revenue Contract MA-026-11011392 between County of Orange District Attorney and Santa Ana College Community Services Program.

Fiscal Impact:	\$30,000 (estimated net income after expenses)	Board Date: February 22, 2011
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Dean of Student Affairs	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	



**REVENUE CONTRACT MA-026-11011392  
FOR COLLECTION OF DNA FEES  
BETWEEN  
COUNTY OF ORANGE  
FOR THE OFFICE OF THE DISTRICT ATTORNEY  
AND  
SANTA ANA COLLEGE**



**REVENUE CONTRACT MA-026-11011392  
FOR COLLECTION OF DNA FEES  
BETWEEN  
COUNTY OF ORANGE  
FOR THE OFFICE OF THE DISTRICT ATTORNEY  
AND SANTA ANA COLLEGE**

This Revenue Contract for Collection of DNA Fees (hereinafter "Contract") is made and entered into as of the date fully executed by and between Santa Ana College, with a place of business at 1530 W. 17<sup>th</sup> Street, Ste. #S201, Santa Ana, CA 92706 (hereinafter "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney, which may also be referred to individually as "Party" or collectively as "Parties."

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by this reference:

Attachment A – Scope of Work

**RECITALS**

WHEREAS, County desires to enter into a Revenue Contract with Contractor for the Collection of DNA Fees; and

WHEREAS, Contractor is willing to provide said services to County, as specified in Attachment A, in accordance with the Terms and Conditions of this Contract; and

WHEREAS, County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract;

NOW, THEREFORE, the Parties mutually agree as follows:

**GENERAL TERMS AND CONDITIONS**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the





entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

Contractor shall make no changes to this Contract without County's written consent. In the event that there are new or unforeseen requirements, County, with Contractor's concurrence, has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, Contractor's ability to deliver services, or the project schedule, Contractor shall give County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by County and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by the County-assigned buyer, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit Contractor from proceeding with the work as set forth in this Contract.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax
- E. **Delivery:** Time of delivery of goods and/or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Warranty:** Contractor expressly warrants that the goods and/or services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "O" below, and as more fully described in paragraph "P," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or



sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- G. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "O" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims.
- H. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- I. **Non-discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- J. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- K. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- L. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.



- M. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods and/or services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- O. **Indemnification and Insurance:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

#### **INSURANCE PROVISIONS**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.



### **Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

### **Coverage**

### **Minimum Limits**

Commercial General Liability

\$1,000,000 per occurrence  
\$2,000,000 aggregate

Automobile Liability including coverage  
for owned, non-owned and hired vehicles

\$1,000,000 limit per occurrence

Workers' Compensation

Statutory

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.



All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed below:

County of Orange  
Office of the District Attorney  
Attn: Purchasing Department  
401 Civic Center Drive West  
Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.



- P. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "O" above, indemnify, defend, and hold County harmless.
- Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- R. **Changes of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- S. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- T. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, subcontractors, agents and employees.
- U. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "O" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- V. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the Scope of Work attached to this Contract as Attachment A, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- W. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or



with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

- X. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- Y. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- Z. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- AA. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- BB. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- CC. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- DD. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- EE. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed



against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **ADDITIONAL TERMS AND CONDITIONS**

1. **Contract Term:** This Contract shall be effective March 01, 2011 and continue in effect through and including February 29, 2016, unless otherwise terminated by County. County does not have to give a reason if it decides not to renew or extend this Contract.
2. **Precedence:** The Contract consists of this Contract document and Attachment A, Scope of Work. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then Attachment A.
3. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
4. **County Project Manager:** County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

County Project Manager: Jaime Coulter  
Phone: 714-834-7613  
Email: [Jaime.Coulter@da.ocgov.com](mailto:Jaime.Coulter@da.ocgov.com)

5. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to Contractor's Project Manager.

Contractor Project Manager: Lithia Williams  
Phone: 714-564-6596  
Email: [williams\\_lithia@sac.edu](mailto:williams_lithia@sac.edu)

6. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written





communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the addresses stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

**County:** Office of the District Attorney  
**Name:** Anna Nevarez  
**Address:** 401 Civic Center Drive West  
Santa Ana, CA 92701  
**Email:** [Anna.Nevarez@da.ocgov.com](mailto:Anna.Nevarez@da.ocgov.com)  
**Phone:** 714-347-8427  
**Facsimile:** 714-796-8007

**Contractor:** Santa Ana College  
**Name:** Community Services Program  
**Address:** 1530 W. 17<sup>th</sup> Street, Ste. #S201  
Santa Ana, CA 92706  
**Email:** [saccs@sac.edu](mailto:saccs@sac.edu)  
**Phone:** 714-564-6594  
**Facsimile:** 714-564-0240

7. **Contractor Personnel:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
8. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. \*For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.
9. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to: Contractor; Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making,



receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.

10. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract immediately, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
12. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
13. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by County's assigned buyer. If disagreement exists between Contractor and County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by County's Purchasing Agent or his designee.
14. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  1. Afford Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  2. Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
  3. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
15. **Waivers:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.



16. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
17. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
18. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from County. Storage of records in another county will require written approval from County assigned buyer.
19. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction without no additional costs to County.
20. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
21. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
22. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from County through County's project manager.



23. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

**SIGNATURE PAGE TO FOLLOW**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the PARTIES hereto have executed this Contract the day and year set forth opposite their signatures. Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**Contractor: Santa Ana College**

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

---

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date



## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **Background:**

On January 27, 2009, the Board of Supervisors adopted the DNA Collection Fee Resolution establishing a \$75 fee paid by defendants to offset the costs related to the collection and processing of DNA samples.

Upon execution of this Contract, Contractor will collect the \$75 DNA Collection Fee.

#### **Scope of Work:**

1. Contractor shall collect a \$75.00 DNA Collection Fee in addition to set class fees from defendants in the DEJ Program.
2. Contractor shall retain \$5.00 of the \$75.00 DNA Collection fee and forward OCDA the remaining \$70.00 of the DNA Collection fee collected. Said \$70.00 would be paid for each defendant upon receipt of full payment by said defendant.
3. Contractor shall make monthly payments to OCDA with a check or via wire transfers to an account designated by OCDA. Check payments are to be made payable to "Orange County District Attorney" and mailed to the following address:  
  
Office of the District Attorney  
Attn: Financial Services Revenue Manager  
Post Office Box 808  
Santa Ana, CA 92702-0808
4. Contractor shall email monthly reports of payments made to OCDA's Financial Services Revenue Manager, Ana Roach at [Ana.Roach@da.ocgov.com](mailto:Ana.Roach@da.ocgov.com). The reports shall be in Excel format and reference the following in separate cells: defendant's last name, defendant's first name, defendant's case number, OCDA referral number for the DNA Collection fee collected, and the \$70 OC DNA fee. A sample will be provided.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: February 22, 2011
Re: Approval of New Pharmacy Technology Agreement – Tran Pharmacy	
Action: Request for Approval	

**BACKGROUND**

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a new agreement.

**ANALYSIS**

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall remain in effect for five (5) years or until terminated by either party. The agreement has been reviewed by Dean Bart Hoffman and college staff. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Tran Pharmacy in Garden Grove, California.

Fiscal Impact: None	Board Date: February 22, 2011
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Dr. Raúl Rodriguez, Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT  
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into this **23<sup>rd</sup>** day of **February, 2011** by and between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and **Tran Pharmacy** (“Clinical Facility”), located at 14291 Euclid St, # D104, Garden Grove, CA 92843.

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, District operates Santa Ana College (“College”) and College is a duly accredited educational institution that conducts the program(s) described and identified in this Agreement (the “Program”);

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable government agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the College’s Program.

**For purposes of this Agreement, the following definitions shall apply:**

“District” shall refer to the Rancho Santiago Community College District, its member Colleges, the District’s Governing Board, and each of their trustees, employees, agents, representatives, successors and assigns;

“College” shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

“Clinical Facility” shall refer to **Tran Pharmacy**, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs as identified and described in this Agreement; and



**NOW, THEREFORE,** in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

### **TERMS**

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure; Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.
6. Academic Year. The academic year consists of Fall and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

In providing the students with the clinical rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, polices, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Instructor (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Instructor (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Instructor evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Instructor. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Access to Clinical Facility's Services/Facilities. Clinical Facility agrees to provide students with access to the medical library, parking, lockers, food services and first aid where the Clinical Facility has those types of services/facilities available during its normal business hours.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

24. Student Health Records. Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.

26. Confidentiality of Student Records. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on **February 23, 2011**, and shall remain in effect until **February 22, 2016**, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

**To Clinical Facility:**  
Tran Pharmacy  
14291 Euclid St #D104  
Garden Grove, CA 92843  
ATTN: Thu-Hang Tran

**To College:**  
Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Pharmacy Technology

**With a copy to:**  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706  
ATTN: Vice Chancellor  
Business Operations/Fiscal Services

33. Accreditation. The Clinical Facility shall be accredited by the appropriate organization, i.e., the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, or the National Committee on Quality Assurance.
34. Adequate Facilities. The Agency shall have adequate facilities to carry out services that meet, when applicable for pharmacy technician extern training, the intent of the “American Society of Health-System Pharmacist (ASHP) Guidelines: Minimum Standard for Pharmacies in Institutions” or “ASHP Guidelines on Pharmaceutical Services for Ambulatory Patients”.
35. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

**Clinical Facility: Tran Pharmacy**

**District: Rancho Santiago Community College District**

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

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

Printed Name: Thu-Hang Tran

Printed Name: Peter J. Hardash

Title: Owner/Pharmacist in Charge

Title: Vice Chancellor  
Business Operations & Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of OTA Agreement Renewal – Long Beach Memorial Medical Center, dba Miller Children’s Hospital	
Action:	Request for Approval	

**BACKGROUND**

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is a renewal agreement for the Occupational Therapy Assistant program. The OTA Program will place no students at the site until after Board approval.

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Bart Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Long Beach Memorial Medical Center, dba Miller Children’s Hospital in Long Beach, California.

Fiscal Impact:	None	Board Date: February 22, 2011
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

# AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into the 23<sup>rd</sup> of February, 2011 by and between Long Beach Memorial Medical Center, a California non-profit public benefit corporation and Long Beach Memorial Medical Center, a California non-profit benefit corporation, dba Miller Children's Hospital, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

**WHEREAS**, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

**WHEREAS**, it is to the benefit of both District and Agency that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

**NOW, THEREFORE**, the District and Agency do covenant and agree as follows:

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

1. The District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District faculty members may be invited to serve as voluntary resource persons to the Agency staff by serving on Occupational Therapy Assistant Program care committees, by sharing knowledge as clinical experts, and by participation in other matters dealing with the quality of patient care.
3. For Background clearance  
The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment.



4. For Student Workmen's Compensation  
The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.

B. For Program Planning

1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Occupational Therapy Assistant Program programs. To further this, the Agency agrees to provide and maintain personnel who are in its opinion, capable and qualified in those divisions in which students are placed.
2. The administration of the service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and shall be administered through the Agency staff.
3. The Agency will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Agency facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.

4. The Agency will provide orientation for students and faculty to familiarize them with Agency policies and facilities before assigning them to duties at the Agency.
5. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Agency will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Agency will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Agency will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the agency.
  - a. Parking areas.
  - b. Locker, storage and dressing facilities.
  - c. Same food services as are available for Agency staff.
  - d. First aid treatment with written consent required for minors.
  - e. Access to sources of information for education purposes such as:
    1. Patient's chart.
    2. Procedure guides policy manuals.
    3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
    4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Agency may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Agency and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Insurance:

Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, students or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.

B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.

- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

**PART VI. PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands:

**District: Rancho Santiago Community  
College District**  
\_\_\_\_\_  
**Rancho Santiago Community College  
District**  
2323 N. Broadway  
Santa Ana, CA 92706

**Agency: Long Beach Memorial Medical Center**  
\_\_\_\_\_  
**Long Beach Memorial Medical Center**  
2801 Atlantic Avenue  
Long Beach, CA 90806

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

\_\_\_\_\_  
Diana Hendel  
Title: CEO

\_\_\_\_\_  
Long Beach Memorial Medical Center dba  
Miller Children's Hospital

\_\_\_\_\_  
Diana Hendel  
Title: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College - Student Services Division**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Affiliation Agreement with University of California, Irvine – Summer Scholars Transfer Institute (SSTI)	
Action:	Request for Approval	

**BACKGROUND**

SSTI is an intensive 10-day residential summer institute held at UC Irvine and is a nationally recognized learning community and model transfer initiative. The program allows students to complete a 3-4 unit transfer eligible course during the institute and exposes low income and underrepresented community college students and their parents to residential life at a U.C. campus. Instructional teams composed of Santa Ana College and UCI faculty, counselors, and teaching assistants (TA's) reside in the residence halls with the students during the program to facilitate the development of a learning community.

The program was suspended in 2010 due to lack of funding, but is in the process of being reinstated due to a generous donation of \$25,000 directed to this program by Union Bank, with the potential for future years of support.

**ANALYSIS**

The SSTI program has demonstrated overwhelming success in relation to student retention and transfer. For example, since 1993 a total of 1252 students have participated in the program with 43% transferring to a four-year university (12% transferring to a UC, 19.8% transferring to a Cal State). Non-transferring students have either completed their community college certificate or degree to successfully enter the workforce. The SSTI program has been nationally recognized as a "Learning Community" model and helps develop new and long-term partnerships with participating colleges. Additional grant funds have already been dedicated to the contract balance.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this affiliation agreement with University of California, Irvine – Summer Scholars Transfer Institute (SSTI).

Fiscal Impact:	Not to exceed \$35,000 annually, \$140,000 total (grant funded)	Board Date: February 22, 2011
Prepared by:	Jane Mathis, Associate Dean DSPPS, Santa Ana College Sara Lundquist, Ph.D., Vice President of Student Services	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This agreement ("Agreement") is entered into this 22nd day of February, 2011 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Irvine campus ("University") and Rancho Santiago Community College District ("Sponsor"), "University and "Sponsor" will collectively be referred to as the Parties and agree as follows:

1. SCOPE OF WORK

The work to be performed by *University* under this Agreement shall be in accordance with the proposal, attached hereto as Exhibit A, ("Program"). Dr. Stephanie Reyes-Tuccio will be the University's Program Director and shall be responsible for the direction of all effort hereunder in accordance with applicable *University* policies.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement will be four years and eight months (to accommodate four additional SSTI programs) effective from February 23, 2011 through October 30, 2014, unless extended by mutual written agreement.

3. TOTAL ESTIMATED COST

The total cost to the *Sponsor* for performance of this Agreement will not exceed \$35,000 per year for a maximum of \$140,000 over four years. If at any time *University* has reason to believe that the cost of the program will be greater than estimated, *University* shall notify *Sponsor* in writing to that effect, giving a revised budget of the cost to complete the Program. *Sponsor* will not be obligated to reimburse *University* for the costs incurred in excess of the amount referenced above unless and until *Sponsor* has notified *University* in writing that additional funds will be provided.

4. PAYMENT AND BILLING

The *Sponsor* shall make payment to the *University* upon receipt of the *University's* properly completed invoice. The *Sponsor* will not be obligated to pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 3. *University* shall submit an invoice as follows:

1. For research and evaluation costs;
2. In triplicate (an original and two copies);
3. Referencing the agreement number; and,
4. Providing detail of expenditure in accordance with the budget categories listed,

5. Addressed to: Rancho Santiago Community College District  
c/o Sara Lundquist  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

6. Send Payment to: Contracts and Grants Accounting  
2650 Berkeley Place  
University of California, Irvine  
Irvine, CA 92697-1050

7. Checks Payable to: The Regents of the University of California

5. ADVERTISING AND PUBLICITY

Neither the *University* nor the *Sponsor* shall use the name of the other, either expressly or by implication, in any advertisement, press release or publicity without the expressed written approval of the other party to this agreement.

6. INDEMNIFICATION

Each party shall defend, indemnify and hold the other, including its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are not caused by or result from the negligent acts or omission of the other, including its offices, agents or employees.

University shall secure and maintain comprehensive general liability insurance or self-insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. University shall name the Sponsor as an additional insured. University shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. University shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. University shall provide worker's compensation coverage for each of its employees. University shall keep and maintain their premises in a safe and clean manner.

7. NOTICE

Whenever any notice is to be given hereunder, it will be in writing and will be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class or registered mail, postage prepaid, to the following address:

University: University of California, Irvine  
Sponsored Project Administration  
160 Administration Building  
Irvine, CA 92697-1875

Sponsor: Rancho Santiago Community College District  
ATTN: Sara Lundquist  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

Copies of all notices sent to: Peter Hardash  
Vice Chancellor, Business Operations and Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706

8. TERMINATION

*University* or *Sponsor* may terminate this Agreement upon giving thirty (30) days prior written notice to the other party. Upon receipt of such notice of termination, *University* shall exert its reasonable efforts to limit or terminate any outstanding financial commitments for which *Sponsor* is to be liable. *Sponsor* shall reimburse *University* for all costs incurred by it for the Program through the date of termination, including without limitation, all uncancelable obligations. However, *Sponsor* will not be liable for any costs that cumulatively exceed the amount referenced in Article 3.

9. APPLICABLE LAW

The laws of the State of California will govern this Agreement.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

RANCHO SANTIAO COMMUNITY  
COLLEGE DISTRICT

Title \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_  
(Signature)

By \_\_\_\_\_

By Mr. Peter Hardash

Title \_\_\_\_\_  
\_\_\_\_\_

Title Vice Chancellor, Business Operations  
and Fiscal Services

Date \_\_\_\_\_

Date \_\_\_\_\_



## **Exhibit A**

### **SANTA ANA COLLEGE**

February 23, 2011 – October 30, 2014

#### **SCOPE OF WORK** for the Summer Scholars Transfer Institute, A Summer Residential Program

The University of California, Irvine shall provide a residential institute (ten day duration) for approximately 100 Santa Ana College students during the summer of 2011, 2012, 2013, and 2014. Costs include dormitory accommodations, meals, and the use of classroom facilities.

The purpose of this program is to provide participants with a UC transfer course in a residential environment in which students, counselors, and professors live together as part of a 24-7 learning community. In addition to the academic heart of the program, students participate in a full array of co-curricular activities, including a closing program celebration that their families attend. The program was created by the Santa Ana Partnership as a strategic initiative

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: February 22, 2011
Re: Approval of Amendment #3 of OTA Agreement – Cedars-Sinai Medical Center	
Action: Request for Approval	

**BACKGROUND**

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is a 3<sup>rd</sup> amendment to an Agreement entered the 1<sup>st</sup> day of March, 2008 for the Occupational Therapy Assistant program. The OTA Program will place no students at the site until after Board approval.

**ANALYSIS**

This amendment covers the scope of the program as accredited by the Accrediting Council for Occupational Therapy Education (ACOTE) as well as the term of the amendment. This amendment shall be effective for one (1) year or until termination by written notice of either party. The amendment has been reviewed by Dean Bart Hoffman and college staff. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Cedars-Sinai Medical Center in Los Angeles, California.

Fiscal Impact: None	Board Date: February 22, 2011
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Dr. Raúl Rodriguez, Chancellor, RSCCD	



**CEDARS-SINAI MEDICAL CENTER.**

October 12, 2010

Ms. Deborah Hyman, OTR/L  
Academic Fieldwork Coordinator  
Santa Ana College/Rancho Santiago Community College District  
Occupational Therapy Assistant Program  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

Re: Contract – Affiliation – Third Amendment to Student Affiliation Agreement  
Rancho Santiago Community College District – Occupational Therapy Assistant  
Program

Dear Ms. De Ponte:

Upon execution by your academic institution, this letter will serve as the Third Amendment to the Student Affiliation Agreement entered the 1st day of March, 2008 ("Agreement"), by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation, and Rancho Santiago Community College District on behalf of Santa Ana College ("District"), with respect to the following:

1. Recital C of the Agreement is modified to read as follows:

"School has an approved Occupational Therapy Assistant Program (the "Program"), accredited by the Accrediting Council for Occupational Therapy Education (ACOTE), and is desirous that its students obtain clinical experience at Medical Center."

2. Article 2 of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of February 28, 2012, subject to renewal for an additional one (1) year term based on the written agreement of the parties, unless sooner terminated in the manner set forth below."

3. All other terms and provisions of the Agreement shall remain in full force and effect.

If this Amendment to the Agreement is acceptable to you, please return one signed executed agreement to Cedars-Sinai Medical Center, Department of Rehabilitation, 147 S. Robertson Blvd., suite 121, Los Angeles, California 90048, Attention: Maria Cecilia Alpasan, Quality & Education Coordinator.

Sincerely yours,

**CEDARS-SINAI MEDICAL CENTER**

\_\_\_\_\_  
Bryan Croft  
Vice President, Service Line Operations

**ACKNOWLEDGED AND AGREED TO**  
this 22nd day of February, 2011

**Rancho Santiago Community College District**

By: \_\_\_\_\_  
Name: Peter J. Hardash, Vice Chancellor  
Title: Business Operations & Fiscal Services



**CEDARS-SINAI MEDICAL CENTER**

November 17, 2009

Ms. Deborah Hyman, OTR/L  
Academic Fieldwork Coordinator  
Santa Ana College/Rancho Santiago Community College District  
Occupational Therapy Assistant Program  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

Re: Contract – Affiliation – Second Amendment to Student Affiliation Agreement  
Rancho Santiago Community College District – Occupational Therapy Assistant  
Program

Déar Ms. Hyman:

Upon execution by your academic institution, this letter will serve as the Second Amendment to the Student Affiliation Agreement entered the 1st day of March, 2008 ("Agreement"), by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation, and Rancho Santiago Community College District on behalf of Santa Ana College ("District"), with respect to the following:

1. Recital C of the Agreement is modified to read as follows:

"School has an approved Occupational Therapy Assistant Program (the "Program"), accredited by the Accrediting Council for Occupational Therapy Education (ACOTE), and is desirous that its students obtain clinical experience at Medical Center."

2. Article 2 of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of February 28, 2011, subject to renewal for an additional one (1) year term based on the written agreement of the parties, unless sooner terminated in the manner set forth below."

3. All other terms and provisions of the Agreement shall remain in full force and effect.

If this Amendment to the Agreement is acceptable to you, please return one signed executed agreement to Cedars-Sinai Medical Center, Department of Rehabilitation, 147 S. Robertson Blvd., suite 121, Los Angeles, California 90048, Attention: Maria Cecilia Alpasan, Quality & Education Coordinator.

Sincerely yours,

**CEDARS-SINAI MEDICAL CENTER**

Linda Procci, PhD  
Vice President, Service Line Operations

**ACKNOWLEDGED AND AGREED TO**  
this 23rd day of February, 2010

**Rancho Santiago Community College District**

By: 2/23/10  
Name: Peter J. Haydash, Vice Chancellor  
Title: Business Operations & Fiscal Services

SAC 08-008A

8700 Beverly Blvd. ■ Los Angeles, CA 90048  
Office (310) 423-3277 ■ www.cedars-sinai.edu

STUDENT AFFILIATION AGREEMENT  
BETWEEN  
CEDARS-SINAI MEDICAL CENTER  
AND  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS STUDENT AFFILIATION AGREEMENT ("Agreement") is entered into effective March 1, 2008 by and between Rancho Santiago Community College District on behalf of Santa Ana College ("District"), and Cedars-Sinai Medical Center, a California nonprofit public benefit corporation ("Medical Center").

RECITALS

- A. Medical Center owns and operates an acute care hospital and related medical center facilities with offices located principally at 8700 Beverly Boulevard, Los Angeles, California 90048-1865;
- B. District is located at 1530 West 17<sup>th</sup> Street, Santa Ana, California 92706-3398;
- C. District has an approved Occupational Therapy Program (the "Program"), accredited by the appropriate State Board, and is desirous that its students obtain clinical experience at Medical Center;
- D. Medical Center is willing, subject to the terms and conditions set forth below, to permit District to utilize its facilities for the clinical training of students enrolled in the Program and for furnishing such clinical experience; and
- E. It is to the mutual benefit of the parties to this Agreement that designated students of Program ("Student" or "Students", hereinafter as appropriate) obtain clinical experience at Medical Center's facilities.

NOW THEREFORE, for good and valuable consideration, the parties hereto hereby agree as follows:

1. GENERAL INFORMATION.

- (a) The period of time for each Student's clinical experiences shall be mutually agreed upon by the parties before the training period begins.
- (b) The maximum number of Students to receive clinical training shall be mutually agreed upon by the parties based upon the availability of space and other considerations.

2. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date stated above ("Commencement Date") and shall remain in effect for a period of one (1) year, subject to renewal for additional one (1) year term(s) based on the written agreement of the parties unless sooner terminated in the manner set forth below. This Agreement may be terminated by either party: (a) immediately, with cause, for breach of any material term of this Agreement, upon delivery to the other party of written notice of its intention to so terminate; or (b) without cause, by delivery to the other party of thirty (30) days' advance written notice, unless sooner provided for pursuant to the terms of this Agreement. This Agreement may also be terminated at any time in the event of any occurrence beyond the control of either party which makes it impractical or unreasonable for either party to continue to abide by the terms and conditions of this Agreement. If such event occurs, the party wishing to terminate this Agreement shall do so by giving written notice to the other party of its election and such termination shall be immediately effective.

### 3. RESPONSIBILITIES OF SCHOOL.

(a) District shall submit to Medical Center a written Program plan which includes a description of Program courses and written objectives. Medical Center will be given a copy of the written Program plan in advance of the Commencement Date for its approval. District shall not modify Program objectives or the Program plan without the prior written consent of Medical Center.

(b) District shall send the name and biographical data, of each Student to Medical Center at least two (2) weeks before the beginning date of each Student at the Medical Center. District shall be responsible for supplying any additional information required by Medical Center prior to the beginning date of each Program. District shall ensure that each Student has current health screening, immunizations, CPR certificate and professional liability insurance.

(c) District shall verify that the Student has completed all prerequisite coursework before beginning clinical training at the Medical Center.

(d) District shall provide any forms and instructions necessary for documentation and evaluation of the Student's field work or clinical experience.

(e) District shall designate a faculty member ("Academic Coordinator") who shall implement Program at Medical Center with a designated Medical Center employee.

(f) District shall inform its Students of their need to obtain a criminal background check, and provide the Medical Center with the results of such criminal background check. In addition, District shall maintain the results of a criminal background check for the Academic Coordinator. In the event any Student or Academic Coordinator has been convicted of any criminal offense including, without limitation, a criminal offense related to health care or is listed as debarred, excluded or otherwise ineligible for participation in federal health care programs (as defined in U.S.C. Section 1320a-7b(f)), District agrees, upon the request of Medical Center, to withdraw such Student or Academic Coordinator from Medical Center. District shall indemnify and hold Medical Center harmless and shall defend Medical Center from and against any and all loss, cost or expense (including costs

and attorneys' fees) arising from the withdrawal of any Student's or Academic Coordinator's participation at Medical Center.

(g) District shall maintain all personnel and academic records of its Students.

(h) District shall enforce rules and regulations governing the activities of Students at Medical Center which are mutually agreed upon by District and Medical Center in advance of the Commencement Date.

(i) Notwithstanding District's supervision of Student's clinical experience under the Program at Medical Center, Medical Center retains full authority regarding patient treatment and management and District agrees to follow, and obligates Students to follow, all policies and procedures established by Medical Center regarding patient treatment and management.

(j) District acknowledges that all patient records maintained at or by Medical Center shall remain the sole property of Medical Center.

(k) Notwithstanding anything to the contrary set forth in this Agreement, District agrees, upon the request of Medical Center, to withdraw any Student from Medical Center upon a finding of reasonable cause for such withdrawal. "Reasonable Cause" shall include, without limitation, material violation by a Student of any policy, procedure, rule or regulation of District or Medical Center. A Student who is so withdrawn shall be notified by District and shall have the right to administrative redress under District's internal rules and regulations. District shall indemnify and hold Medical Center harmless and shall defend Medical Center from and against any and all loss, cost or expense (including costs and attorneys' fees) arising from the withdrawal of any Student's participation at Medical Center.

(l) District shall notify Medical Center of cancellation of a Student's clinical experience under the Program or of inability to use an available time slot at least three (3) months prior to the scheduled commencement of the Student's experience, or as soon as possible.

(m) District shall notify Students that they are responsible for:

i. Following the internal protocols, policies, procedures, rules and regulations established by Medical Center; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

ii. Providing the necessary and appropriate uniforms which shall be designated, but not provided, by Medical Center and wearing appropriate Medical Center identification while on Medical Center's premises;

iii. Arranging for their own transportation and living accommodations;

iv. Reporting to Medical Center at all designated times;

v. Procuring and maintaining in full force and effect professional liability insurance covering their activities hereunder, at levels of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate;

vi. Arranging for their own health insurance when not provided by District;

vii. Assuming responsibility for maintaining a current (within a year) certificate of health clearance, including verification of a titre test proving immunity to rubella and measles or proof of immunization, PPD test or chest x-ray showing no active tuberculosis, verbal screening for clinical history of varicella-zoster virus infection (chicken pox), and proof of immunization against hepatitis B (heptavac). District shall ensure compliance with this Paragraph and shall maintain files of all health examinations of Students assigned to Medical Center;

viii a) Respecting and maintaining the confidentiality of all Health Information with respect to all patients of the Medical Center, including without limitation, all Health Information regarding a patient's: (1) Medical treatment and condition; (2) Psychiatric and Mental Health; and (3) Substance abuse and Chemical dependency, which the Student may receive pursuant to this Agreement. The Student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 *et seq.* (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; 42 C.F.R., Part 2, §2.31 (Alcohol and Drug Abuse Records); and (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 - 164), as amended from time to time.

(b) For purposes of this Section, Health Information shall include without limitation, the following patient identifiable information: 1) Name; (2) Address, including street address, city, county, zip code and equivalent geocodes; (3) Names of relatives; (4) Names of employers; (5) Date of birth; (6) Telephone numbers; (7) Facsimile number; (8) Electronic mail address; (9) Social security number; (10) Medical record number; (11) Health plan beneficiary number; (12) Account number; (13) Certificate/license number; (14) Any vehicle or other device serial number; (15) Web Universal Resource Number (WURL); (16) Internet Protocol (IP) address number; (17) Finger or Voice prints; and (18) Photographic images; and (19) Any other unique identifying number, characteristic, or code that may be available to the Student which could be used, alone or in combination with other information, to identify an individual; and

ix. Obtaining written permission from Medical Center prior to publication of any material based solely or in part on Students' clinical experience.



4. RESPONSIBILITIES OF MEDICAL CENTER.

(a) Medical Center shall accept from District the mutually agreed upon number of Students and shall provide Students and faculty of District the appropriate Medical Center facilities, when available, at Medical Center's reasonable discretion, provided that the presence of Students shall not be allowed to interfere with the regular activities of Medical Center.

(b) Medical Center shall designate a member of its staff to participate with Academic Coordinator in planning, implementing and coordinating the Program.

(c) Medical Center shall, on any day when a Student is receiving clinical experience at its facilities, provide to Student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided herein or at law, Medical Center shall have no obligation to furnish medical, hospital or surgical care to any Student.

(d) Medical Center may suspend or terminate any Student whose health or performance is a detriment to patient well-being or to achievement of the stated objectives of the clinical experience, after conferring with the Academic Coordinator.

(e) Medical Center shall provide formal evaluations of Student performance at specified intervals as agreed upon between Medical Center and District.

(f) Medical Center shall provide initial first aid, initial administration of testing, initial prophylactic therapy, and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection of Student in the event of a needlestick injury to or other exposure of Student to blood or body fluids or airborne contaminants. District shall provide appropriate follow-up care of Student. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such initial first aid, initial administration of testing, initial prophylactic therapy, and emergency care by Medical Center, and appropriate follow-up care by District, shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial first aid, initial administration of testing, initial prophylactic therapy, and other emergency care provided by Medical Center shall be paid for by Medical Center. All subsequent administration of testing, prophylactic therapy, and other required care and treatment shall be paid for by District.

5. STATUS OF SCHOOL AND MEDICAL CENTER.

It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between District, Medical Center, and Student, but is rather an agreement by and between independent contractors, these being District and Medical Center. District and its Students shall not be entitled to reimbursement of any kind or nature for any services provided to patients of Medical Center.

6. STATUS OF STUDENTS.

It is expressly agreed and understood by District and Medical Center that the Students under this Program are present at Medical Center for educational purposes only, and such Students shall not be considered employees of Medical Center for any purpose including, but not limited to, compensation for services, employees' welfare and pension benefits, fringe benefits of employment or workers' compensation insurance. District shall ensure that each Student understand his or her status hereunder.

7. INDEMNIFICATION.

Each party hereby agrees to indemnify, hold harmless and defend the other party and the other party's officers, directors, employees, independent contractors, agents, Students and representatives insofar as it may legally do so, from and against all liability, damages, costs, (including attorneys' fees), expenses or payment of any sum or sums of money due to any person whomsoever on account of claims, suits, liens, garnishments, attachments, costs, attorneys' fees, costs of investigation and of defense (collectively "Claims") growing out of or allegedly growing out of injuries to persons, including death, or damage to property arising from any act, omission or negligence of the indemnifying party or its officers, directors, employees, independent contractors, agents, Students or representatives, and for any Claims in any way attributable to employment practices or conduct or Student discipline (including, but not limited to, any practices or conduct which are or are alleged to be in violation of any statute, common law, regulation, policy, or administrative interpretation or guide concerning wage and hour practices, health and safety, workers' compensation, employment discrimination, payroll taxes, labor relations, wrongful discharge, tortious conduct, breach of the employment relationship, whether based on oral, written, or implied contract including breach of any collective bargaining contract to which such party is bound or any other aspect of employment whatsoever) or the performance of this Agreement.

8. INSURANCE.

(a) District shall maintain in full force and effect insurance coverage written by outside carrier(s), self-insurance [[under the self-insurance program administered by the Office of the California Attorney General]] or a combination thereof to cover comprehensive general liability for District's employees, agents and Students, while at Medical Center. In the event such coverage is written by an outside carrier, it shall be maintained at levels of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

(b) District shall at all times carry Workers' Compensation insurance on behalf of its employees, including its faculty, and shall indemnify and hold Medical Center harmless from and against any and all Workers' Compensation claims filed by any District employee from any incident occurring or arising from participation in Program.

(c) Prior to the commencement of the term of this Agreement, District shall submit to Medical Center Certificate(s) of Insurance [or evidence of a funded self-insurance program], in a form acceptable to Medical Center, indicating that District has adequate liability coverage and Workers' Compensation insurance. Each such insurance policy shall

provide that the insurance company will not cancel nor materially modify District's insurance policy without giving Medical Center thirty (30) days' advance written notice. The Certificate of Insurance [or evidence of a funded self-insurance program] and any renewal or replacement thereof shall be sent to:

Cedars-Sinai Medical Center  
8700 Beverly Boulevard, TSB 130  
Los Angeles, California 90048-1865  
Attention: Director, Risk Management

(d) District either shall provide directly or shall ensure that each Student secures and maintains professional liability coverage throughout the term of such Student's participation in the Program at Medical Center in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

(e) In the event any insurance provided pursuant to Paragraphs 8(a)-(d) is in a "claims made" form as opposed to an "occurrence" form (as such terms are used in the insurance industry), District agrees to maintain coverage for claims occurring during the term of this Agreement and for the longer of: (i) three (3) calendar years after the termination of this Agreement; or (ii) three (3) calendar years after the cancellation, non-renewal or expiration of the claims made policy. In the event a claims made policy is canceled, non-renewed or expires, an endorsement will be provided to Medical Center stating coverage is afforded for the later of: (i) a discovery period of three (3) calendar years following the termination of this Agreement; or (ii) the cancellation, non-renewal or expiration of the claims made policy.

#### 9. AFFIRMATIVE ACTION AND NONDISCRIMINATION.

The parties agree that all Students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, religious creed, sex, sexual orientation, color, national origin, ancestry, age, physical handicap or mental condition, marital or veteran's status.

#### 10. MEDICARE RECORD DISCLOSURE REQUIREMENT.

(a) For the purpose of implementing Paragraph 1861(v)(1)(I) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, District agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(i) until the expiration of four (4) years after the furnishing of any such services pursuant to such contract, District shall make available, upon written request, by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the contract, the books, documents and records of District that are necessary to certify the nature and extent of such costs, and

(ii) if District carries out any duties of the contract through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization [as that term is defined with regard to a provider in 42 CFR §413.17(b)], such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services rendered under the subcontract.

(b) If District is requested to disclose books, documents or records pursuant to Social Security Act Paragraph 1861(v)(1)(I) and 42 CFR §420.300 *et seq.*, District shall promptly notify Medical Center of the nature and scope of such request and District shall make such books, documents or records disclosed available to Medical Center and Medical Center may copy same at Medical Center's expense.

11. MISCELLANEOUS.

(a) Notice. Any notice or other communication hereunder must be given in writing to the address set forth below and either: (i) delivered in person; (ii) sent by telefax provided that any notice so given is also mailed as provided in subsection (iv) herein; (iii) delivered by Federal Express® or similar commercial delivery service; or (iv) mailed by certified mail, postage prepaid, return receipt requested, to the party to which such notice or communication is to be given at the address set forth below. Each such notice or other communication shall be effective: (i) if given by telecommunication, when transmitted; (ii) if given by mail, three (3) days after such communication is deposited in the mail and addressed as aforesaid; (iii) if given by Federal Express® or similar commercial delivery service, three (3) business days after such communication is deposited with such service and addressed as aforesaid; and (iv) if given by any other means, when actually delivered at such address:

If to District:

Rancho Santiago Community College District  
on behalf of Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398  
Facsimile No.: (714) 564-6158  
Attention: Michelle Parolise

If to Medical Center:

Cedars-Sinai Medical Center  
8730 Alden Drive, C202  
Los Angeles, CA 90048-1865  
Facsimile No.: (310) 423 0153  
Attention: Lorraine Kimura

If delivered personally, or by facsimile (with a confirmation by registered or certified mail placed in the mail no later than the following day), such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be effective three (3) days after it is placed in the mail.

(b) Assignment. Nothing contained in this Agreement shall be construed to permit assignment by the parties of any right or obligation under this Agreement and such assignment is expressly prohibited. Notwithstanding the foregoing, Medical Center may assign this Agreement to an affiliate organization or for the purposes of obtaining its bond financing.

(c) Compliance with Law. District and its Students agree to comply with all applicable federal, state and local laws, regulations, ordinances and orders with respect to the performance of the services hereunder. District and its Students acknowledge that Medical Center maintains a compliance program and that a copy of the compliance program policies has been made available to District and its Students for review. By executing this Agreement, District and its Students represent and warrant that neither District and its Students, nor any of its employees or agents: (i) has, in the past ten (10) years, been debarred, excluded or otherwise made ineligible by any Federal governmental agency from participating in Federally reimbursed health care programs; (ii) has, in the past ten (10) years, been sanctioned or convicted by any Federal governmental agency; or (iii) is listed in any Federal governmental agency's list of sanctioned, debarred, excluded or ineligible contractors. District and its Students hereby covenants that it will notify Medical Center within two (2) business days of any conviction, citation, judgment or settlement affecting the representations and warranties contained in this Section. District and its Students agree that any debarment, exclusion, ineligibility, sanction or listing as described in items (i), (ii) or (iii) above is grounds for immediate termination of this Agreement by Medical Center.

(d) Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

(e) No Waiver. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof is not to be construed as a waiver of any other terms and conditions hereof.

(f) Entire Agreement. This Agreement contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, written or oral, heretofore made by the parties. This Agreement may be modified only in writing, signed by the parties hereto.

(g) Interpretation. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

(h) Force Majeure.

(i) Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority.

(ii) The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, as far as is reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period of delay; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to cancel this Agreement.

(i) Third Party Beneficiaries. Medical Center's system entities and corporate affiliates are intended third party beneficiaries of this Agreement.

(j) Cumulative Remedies. The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or in equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach, or of such provision.

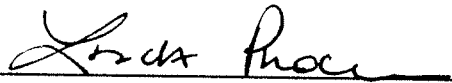
(k) Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions will nevertheless continue in full force and effect.

(l) Authority. Each party executing this Agreement hereby represents and warrants that he or she has full authority to enter into this Agreement and to bind the party upon whose behalf such individual has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

"MEDICAL CENTER"

CEDARS-SINAI MEDICAL CENTER

By: 

Name: Linda Procci, PhD.

Its: Vice President, Service Line Operations

"DISTRICT"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT <sup>CR</sup>

By: 

Name: Peter J. Hardash #6608

Title: Vice Chancellor  
Business Operations/Fiscal Services

Check Registers Submitted for Approval  
Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49638	General Fund Unrestricted	657.89	0.00	657.89	92*0267576	92*0267580
49639	General Fund Unrestricted	3,103.67	0.00	3,103.67	92*0267582	92*0267586
49640	General Fund Unrestricted	10,369.16	0.00	10,369.16	92*0267587	92*0267589
49641	General Fund Unrestricted	2,434.18	0.00	2,434.18	92*0267590	92*0267596
49642	General Fund Unrestricted	4,060.00	0.00	4,060.00	92*0267597	92*0267597
49643	General Fund Unrestricted	6,556.28	0.00	6,556.28	92*0267600	92*0267602
49644	General Fund Unrestricted	2,359.74	0.00	2,359.74	92*0267603	92*0267608
49645	General Fund Unrestricted	364.00	0.00	364.00	92*0267610	92*0267610
49650	General Fund Unrestricted	3,131.00	0.00	3,131.00	92*0267623	92*0267639
49651	General Fund Unrestricted	9,459.00	0.00	9,459.00	92*0267640	92*0267668
49652	General Fund Unrestricted	8,901.00	0.00	8,901.00	92*0267669	92*0267696
49653	General Fund Unrestricted	10,592.00	0.00	10,592.00	92*0267697	92*0267724
49654	General Fund Unrestricted	12,280.00	0.00	12,280.00	92*0267725	92*0267752
49655	General Fund Unrestricted	10,901.00	0.00	10,901.00	92*0267753	92*0267780
49656	General Fund Unrestricted	11,665.00	0.00	11,665.00	92*0267781	92*0267808
49657	General Fund Unrestricted	10,685.00	0.00	10,685.00	92*0267809	92*0267836
49658	General Fund Unrestricted	14,546.00	0.00	14,546.00	92*0267837	92*0267864
49659	General Fund Unrestricted	8,215.18	0.00	8,215.18	92*0267865	92*0267892
49660	General Fund Unrestricted	20,727.40	0.00	20,727.40	92*0267893	92*0267920
49661	General Fund Unrestricted	11,196.50	0.00	11,196.50	92*0267921	92*0267948
49662	General Fund Unrestricted	20,577.15	0.00	20,577.15	92*0267949	92*0267976
49663	General Fund Unrestricted	23,086.00	0.00	23,086.00	92*0267977	92*0268004
49664	General Fund Unrestricted	15,624.80	0.00	15,624.80	92*0268005	92*0268032
49665	General Fund Unrestricted	22,428.40	0.00	22,428.40	92*0268033	92*0268060
49666	General Fund Unrestricted	18,812.00	0.00	18,812.00	92*0268061	92*0268081
49667	General Fund Unrestricted	91,798.11	0.00	91,798.11	92*0268082	92*0268084
49668	General Fund Unrestricted	7,650.19	0.00	7,650.19	92*0268085	92*0268095
49669	General Fund Unrestricted	923.01	0.00	923.01	92*0268096	92*0268104
49671	General Fund Unrestricted	6,420.60	0.00	6,420.60	92*0268114	92*0268119
49672	General Fund Unrestricted	1,097.91	0.00	1,097.91	92*0268121	92*0268126
49673	General Fund Unrestricted	2,933.75	0.00	2,933.75	92*0268127	92*0268133
49675	General Fund Unrestricted	1,088.00	0.00	1,088.00	92*0268137	92*0268137
49680	General Fund Unrestricted	2,600.20	0.00	2,600.20	92*0268148	92*0268158
49681	General Fund Unrestricted	154,335.95	0.00	154,335.95	92*0268159	92*0268159
49682	General Fund Unrestricted	19,461.65	0.00	19,461.65	92*0268160	92*0268169
49683	General Fund Unrestricted	6,174.00	0.00	6,174.00	92*0268170	92*0268172
49684	General Fund Unrestricted	38,531.80	0.00	38,531.80	92*0268173	92*0268175
49685	General Fund Unrestricted	68,991.55	0.00	68,991.55	92*0268176	92*0268178
49686	General Fund Unrestricted	2,268.78	0.00	2,268.78	92*0268179	92*0268184
49687	General Fund Unrestricted	8,860.00	0.00	8,860.00	92*0268185	92*0268187
49689	General Fund Unrestricted	1,609.00	0.00	1,609.00	92*0268199	92*0268207



Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49690	General Fund Unrestricted	3,937.69	0.00	3,937.69	92*0268208	92*0268216
49691	General Fund Unrestricted	4,794.19	0.00	4,794.19	92*0268218	92*0268226
49692	General Fund Unrestricted	2,400.00	0.00	2,400.00	92*0268227	92*0268227
49696	General Fund Unrestricted	885.00	0.00	885.00	92*0268235	92*0268240
49697	General Fund Unrestricted	3,330.03	0.00	3,330.03	92*0268241	92*0268247
49698	General Fund Unrestricted	2,359.10	0.00	2,359.10	92*0268248	92*0268252
49700	General Fund Unrestricted	24,232.36	0.00	24,232.36	92*0268260	92*0268264
49701	General Fund Unrestricted	58,340.30	0.00	58,340.30	92*0268265	92*0268266
49702	General Fund Unrestricted	71,125.85	0.00	71,125.85	92*0268267	92*0268267
49703	General Fund Unrestricted	499.04	0.00	499.04	92*0268268	92*0268269
49704	General Fund Unrestricted	1,373.07	0.00	1,373.07	92*0268270	92*0268276
49705	General Fund Unrestricted	27,650.25	0.00	27,650.25	92*0268277	92*0268278
49706	General Fund Unrestricted	4,997.02	0.00	4,997.02	92*0268279	92*0268283
49708	General Fund Unrestricted	1,457.36	0.00	1,457.36	92*0268285	92*0268287
49710	General Fund Unrestricted	1,512.00	0.00	1,512.00	92*0268292	92*0268300
49711	General Fund Unrestricted	2,325.00	0.00	2,325.00	92*0268301	92*0268301
49712	General Fund Unrestricted	1,337.00	0.00	1,337.00	92*0268302	92*0268302
49713	General Fund Unrestricted	14,909.95	0.00	14,909.95	92*0268303	92*0268307
49715	General Fund Unrestricted	3,150.00	0.00	3,150.00	92*0268309	92*0268309
49716	General Fund Unrestricted	84,410.45	0.00	84,410.45	92*0268310	92*0268311
49717	General Fund Unrestricted	1,410.82	0.00	1,410.82	92*0268313	92*0268316
49718	General Fund Unrestricted	224.72	0.00	224.72	92*0268321	92*0268321
49719	General Fund Unrestricted	18,060.43	0.00	18,060.43	92*0268323	92*0268327
49720	General Fund Unrestricted	1,095.53	0.00	1,095.53	92*0268328	92*0268334
49723	General Fund Unrestricted	886.20	0.00	886.20	92*0268337	92*0268340
49724	General Fund Unrestricted	3,750.98	0.00	3,750.98	92*0268341	92*0268345
49725	General Fund Unrestricted	15,636.82	0.00	15,636.82	92*0268346	92*0268346
49726	General Fund Unrestricted	536.87	0.00	536.87	92*0268347	92*0268349
49728	General Fund Unrestricted	31,752.79	0.00	31,752.79	92*0268352	92*0268355
49730	General Fund Unrestricted	11,366.57	0.00	11,366.57	92*0268363	92*0268363
49738	General Fund Unrestricted	4,734.00	0.00	4,734.00	92*0268382	92*0268383
49739	General Fund Unrestricted	1,420.20	0.00	1,420.20	92*0268384	92*0268392
49740	General Fund Unrestricted	12,570.84	0.00	12,570.84	92*0268394	92*0268397
49741	General Fund Unrestricted	834.87	0.00	834.87	92*0268398	92*0268403
49742	General Fund Unrestricted	26,517.74	0.00	26,517.74	92*0268404	92*0268405
49743	General Fund Unrestricted	109,060.00	0.00	109,060.00	92*0268406	92*0268406
49744	General Fund Unrestricted	314.92	0.00	314.92	92*0268408	92*0268410
49746	General Fund Unrestricted	31,987.86	0.00	31,987.86	92*0268412	92*0268415
49747	General Fund Unrestricted	2,910.32	0.00	2,910.32	92*0268416	92*0268421
49748	General Fund Unrestricted	289.35	0.00	289.35	92*0268422	92*0268427
49757	General Fund Unrestricted	49,082.08	0.00	49,082.08	92*0268476	92*0268504

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49758	General Fund Unrestricted	46,917.00	0.00	46,917.00	92*0268505	92*0268532
49759	General Fund Unrestricted	20,005.00	0.00	20,005.00	92*0268533	92*0268547
49760	General Fund Unrestricted	2,294.00	0.00	2,294.00	92*0268548	92*0268554
49761	General Fund Unrestricted	4,008.77	0.00	4,008.77	92*0268556	92*0268557
49762	General Fund Unrestricted	27,192.73	0.00	27,192.73	92*0268558	92*0268568
49764	General Fund Unrestricted	146,788.25	0.00	146,788.25	92*0268572	92*0268572
49769	General Fund Unrestricted	1,991.70	0.00	1,991.70	92*0268586	92*0268597
49770	General Fund Unrestricted	864.00	0.00	864.00	92*0268598	92*0268604
49771	General Fund Unrestricted	832.00	0.00	832.00	92*0268605	92*0268611
49774	General Fund Unrestricted	1,986.64	0.00	1,986.64	92*0268621	92*0268623
49775	General Fund Unrestricted	27,252.17	0.00	27,252.17	92*0268624	92*0268627
49777	General Fund Unrestricted	2,732.36	0.00	2,732.36	92*0268634	92*0268639
49778	General Fund Unrestricted	8,701.68	0.00	8,701.68	92*0268640	92*0268646
49781	General Fund Unrestricted	12,330.00	0.00	12,330.00	92*0268654	92*0268655
49782	General Fund Unrestricted	2,316.64	0.00	2,316.64	92*0268656	92*0268663
49792	General Fund Unrestricted	228.00	0.00	228.00	92*0268689	92*0268690
49794	General Fund Unrestricted	11,833.92	0.00	11,833.92	92*0268701	92*0268703
49795	General Fund Unrestricted	8,498.37	0.00	8,498.37	92*0268704	92*0268706
49796	General Fund Unrestricted	1,096.08	0.00	1,096.08	92*0268708	92*0268712
49798	General Fund Unrestricted	6,603.08	0.00	6,603.08	92*0268714	92*0268719
49800	General Fund Unrestricted	3,029.60	0.00	3,029.60	92*0268729	92*0268734
49801	General Fund Unrestricted	3,458.00	0.00	3,458.00	92*0268735	92*0268741
49805	General Fund Unrestricted	6,323.20	0.00	6,323.20	92*0268750	92*0268767
49806	General Fund Unrestricted	8,121.06	0.00	8,121.06	92*0268768	92*0268772
49808	General Fund Unrestricted	9,621.23	0.00	9,621.23	92*0268777	92*0268781
49814	General Fund Unrestricted	2,194.47	0.00	2,194.47	92*0268794	92*0268816
49815	General Fund Unrestricted	5,094.40	0.00	5,094.40	92*0268817	92*0268843
49816	General Fund Unrestricted	52,141.94	0.00	52,141.94	92*0268844	92*0268845
49817	General Fund Unrestricted	2,554.42	0.00	2,554.42	92*0268846	92*0268852
49818	General Fund Unrestricted	2,763.91	0.00	2,763.91	92*0268853	92*0268855
49820	General Fund Unrestricted	950.92	0.00	950.92	92*0268857	92*0268859
49821	General Fund Unrestricted	1,463,011.25	0.00	1,463,011.25	92*0268860	92*0268861
49823	General Fund Unrestricted	5,387.75	0.00	5,387.75	92*0268868	92*0268875
49825	General Fund Unrestricted	1,826.25	0.00	1,826.25	92*0268880	92*0268881
49827	General Fund Unrestricted	83,690.23	0.00	83,690.23	92*0268884	92*0268887
49829	General Fund Unrestricted	12,000.00	0.00	12,000.00	92*0268892	92*0268893
49831	General Fund Unrestricted	980.92	0.00	980.92	92*0268901	92*0268905
49832	General Fund Unrestricted	2,499.85	0.00	2,499.85	92*0268908	92*0268909
49836	General Fund Unrestricted	2,210.70	0.00	2,210.70	92*0268919	92*0268933
49837	General Fund Unrestricted	2,277.88	0.00	2,277.88	92*0268934	92*0268935
49838	General Fund Unrestricted	15,040.34	0.00	15,040.34	92*0268936	92*0268937

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49840	General Fund Unrestricted	7,377.25	0.00	7,377.25	92*0268943	92*0268946
49842	General Fund Unrestricted	10,292.00	0.00	10,292.00	92*0268950	92*0268958
49843	General Fund Unrestricted	12,000.00	0.00	12,000.00	92*0268959	92*0268960
49844	General Fund Unrestricted	10,256.07	0.00	10,256.07	92*0268961	92*0268968
49849	General Fund Unrestricted	4,277.80	0.00	4,277.80	92*0268979	92*0268998
49850	General Fund Unrestricted	476.12	0.00	476.12	92*0268999	92*0269000
49851	General Fund Unrestricted	1,681.05	0.00	1,681.05	92*0269001	92*0269006
49852	General Fund Unrestricted	484.98	0.00	484.98	92*0269009	92*0269015
49853	General Fund Unrestricted	21,171.07	0.00	21,171.07	92*0269017	92*0269020
49854	General Fund Unrestricted	592.13	0.00	592.13	92*0269021	92*0269026
49855	General Fund Unrestricted	18,468.20	0.00	18,468.20	92*0269027	92*0269029
49858	General Fund Unrestricted	5,516.56	0.00	5,516.56	92*0269044	92*0269051
49859	General Fund Unrestricted	15,315.03	0.00	15,315.03	92*0269052	92*0269052
49865	General Fund Unrestricted	1,452.50	0.00	1,452.50	92*0269068	92*0269076
49868	General Fund Unrestricted	15,257.06	0.00	15,257.06	92*0269084	92*0269084
49869	General Fund Unrestricted	2,592.00	0.00	2,592.00	92*0269085	92*0269102
49870	General Fund Unrestricted	3,813.01	0.00	3,813.01	92*0269103	92*0269104
49871	General Fund Unrestricted	1,401.93	0.00	1,401.93	92*0269106	92*0269108
49873	General Fund Unrestricted	30,050.28	0.00	30,050.28	92*0269110	92*0269111
49874	General Fund Unrestricted	30,569.13	0.00	30,569.13	92*0269112	92*0269114
49875	General Fund Unrestricted	7,073.14	0.00	7,073.14	92*0269115	92*0269120
49877	General Fund Unrestricted	36,007.00	0.00	36,007.00	92*0269123	92*0269146
49878	General Fund Unrestricted	28,462.00	0.00	28,462.00	92*0269147	92*0269174
49879	General Fund Unrestricted	26,523.00	0.00	26,523.00	92*0269175	92*0269202
49880	General Fund Unrestricted	28,356.00	0.00	28,356.00	92*0269203	92*0269230
49881	General Fund Unrestricted	27,570.00	0.00	27,570.00	92*0269231	92*0269258
49882	General Fund Unrestricted	23,666.00	0.00	23,666.00	92*0269259	92*0269286
49883	General Fund Unrestricted	26,783.00	0.00	26,783.00	92*0269287	92*0269314
49884	General Fund Unrestricted	26,081.00	0.00	26,081.00	92*0269315	92*0269342
49885	General Fund Unrestricted	22,389.00	0.00	22,389.00	92*0269343	92*0269370
49886	General Fund Unrestricted	29,349.00	0.00	29,349.00	92*0269371	92*0269398
49887	General Fund Unrestricted	28,203.00	0.00	28,203.00	92*0269399	92*0269426
49888	General Fund Unrestricted	25,630.00	0.00	25,630.00	92*0269427	92*0269454
49889	General Fund Unrestricted	27,590.00	0.00	27,590.00	92*0269455	92*0269482
49890	General Fund Unrestricted	31,151.00	0.00	31,151.00	92*0269483	92*0269510
49891	General Fund Unrestricted	31,567.00	0.00	31,567.00	92*0269511	92*0269538
49892	General Fund Unrestricted	31,090.00	0.00	31,090.00	92*0269539	92*0269566
49893	General Fund Unrestricted	32,144.00	0.00	32,144.00	92*0269567	92*0269594
49894	General Fund Unrestricted	27,695.00	0.00	27,695.00	92*0269595	92*0269622
49895	General Fund Unrestricted	25,480.00	0.00	25,480.00	92*0269623	92*0269650
49896	General Fund Unrestricted	29,915.00	0.00	29,915.00	92*0269651	92*0269678

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49897	General Fund Unrestricted	24,906.00	0.00	24,906.00	92*0269679	92*0269706
49898	General Fund Unrestricted	29,222.00	0.00	29,222.00	92*0269707	92*0269734
49899	General Fund Unrestricted	23,466.00	0.00	23,466.00	92*0269735	92*0269762
49900	General Fund Unrestricted	26,588.00	0.00	26,588.00	92*0269763	92*0269790
49901	General Fund Unrestricted	29,762.00	0.00	29,762.00	92*0269791	92*0269818
49902	General Fund Unrestricted	27,955.00	0.00	27,955.00	92*0269819	92*0269846
49903	General Fund Unrestricted	28,303.00	0.00	28,303.00	92*0269847	92*0269874
49904	General Fund Unrestricted	26,583.00	0.00	26,583.00	92*0269875	92*0269902
49905	General Fund Unrestricted	30,456.50	0.00	30,456.50	92*0269903	92*0269930
49906	General Fund Unrestricted	26,636.00	0.00	26,636.00	92*0269931	92*0269958
49907	General Fund Unrestricted	26,468.00	0.00	26,468.00	92*0269959	92*0269986
49908	General Fund Unrestricted	30,186.00	0.00	30,186.00	92*0269987	92*0270014
49909	General Fund Unrestricted	25,897.00	0.00	25,897.00	92*0270015	92*0270041
49910	General Fund Unrestricted	1,227.62	0.00	1,227.62	92*0270042	92*0270047
49911	General Fund Unrestricted	17,035.55	0.00	17,035.55	92*0270048	92*0270051
49912	General Fund Unrestricted	747.20	0.00	747.20	92*0270052	92*0270057
49913	General Fund Unrestricted	4,395.18	0.00	4,395.18	92*0270058	92*0270067
49917	General Fund Unrestricted	4,555.16	0.00	4,555.16	92*0270082	92*0270086
49918	General Fund Unrestricted	50.00	0.00	50.00	92*0270087	92*0270087
49920	General Fund Unrestricted	20,547.00	0.00	20,547.00	92*0270092	92*0270119
49921	General Fund Unrestricted	23,682.00	0.00	23,682.00	92*0270120	92*0270148
49922	General Fund Unrestricted	22,948.00	0.00	22,948.00	92*0270149	92*0270175
49923	General Fund Unrestricted	25,535.00	0.00	25,535.00	92*0270176	92*0270204
49924	General Fund Unrestricted	29,279.00	0.00	29,279.00	92*0270205	92*0270232
49925	General Fund Unrestricted	31,247.00	0.00	31,247.00	92*0270233	92*0270260
49926	General Fund Unrestricted	26,852.00	0.00	26,852.00	92*0270261	92*0270287
49927	General Fund Unrestricted	30,690.00	0.00	30,690.00	92*0270288	92*0270315
49928	General Fund Unrestricted	29,649.00	0.00	29,649.00	92*0270316	92*0270343
49929	General Fund Unrestricted	28,887.00	0.00	28,887.00	92*0270344	92*0270372
49930	General Fund Unrestricted	30,958.00	0.00	30,958.00	92*0270373	92*0270399
49931	General Fund Unrestricted	26,179.00	0.00	26,179.00	92*0270400	92*0270428
49932	General Fund Unrestricted	26,780.00	0.00	26,780.00	92*0270429	92*0270456
49933	General Fund Unrestricted	24,809.00	0.00	24,809.00	92*0270457	92*0270484
49934	General Fund Unrestricted	25,644.40	0.00	25,644.40	92*0270485	92*0270510
49935	General Fund Unrestricted	30,480.00	0.00	30,480.00	92*0270511	92*0270539
49936	General Fund Unrestricted	45,482.00	0.00	45,482.00	92*0270540	92*0270567
49937	General Fund Unrestricted	50,865.60	0.00	50,865.60	92*0270568	92*0270598
49938	General Fund Unrestricted	2,198.90	0.00	2,198.90	92*0270599	92*0270611
49939	General Fund Unrestricted	1,929.50	0.00	1,929.50	92*0270612	92*0270624
49940	General Fund Unrestricted	3,302.40	0.00	3,302.40	92*0270625	92*0270629
49942	General Fund Unrestricted	970.46	0.00	970.46	92*0270631	92*0270638

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49944	General Fund Unrestricted	1,471.59	0.00	1,471.59	92*0270641	92*0270646
49945	General Fund Unrestricted	2,100.17	0.00	2,100.17	92*0270648	92*0270656
49946	General Fund Unrestricted	138.14	0.00	138.14	92*0270658	92*0270658
49947	General Fund Unrestricted	22,769.37	0.00	22,769.37	92*0270663	92*0270665
49952	General Fund Unrestricted	50,576.00	0.00	50,576.00	92*0270684	92*0270712
49953	General Fund Unrestricted	29,149.00	0.00	29,149.00	92*0270713	92*0270740
49954	General Fund Unrestricted	31,068.80	0.00	31,068.80	92*0270741	92*0270768
49955	General Fund Unrestricted	45,237.00	0.00	45,237.00	92*0270769	92*0270796
49956	General Fund Unrestricted	51,163.00	0.00	51,163.00	92*0270797	92*0270824
49957	General Fund Unrestricted	36,221.00	0.00	36,221.00	92*0270825	92*0270852
49958	General Fund Unrestricted	27,228.00	0.00	27,228.00	92*0270853	92*0270880
49959	General Fund Unrestricted	29,915.00	0.00	29,915.00	92*0270881	92*0270908
49960	General Fund Unrestricted	28,019.00	0.00	28,019.00	92*0270909	92*0270936
49961	General Fund Unrestricted	27,037.00	0.00	27,037.00	92*0270937	92*0270964
49962	General Fund Unrestricted	24,942.00	0.00	24,942.00	92*0270965	92*0270992
49963	General Fund Unrestricted	24,827.00	0.00	24,827.00	92*0270993	92*0271020
49964	General Fund Unrestricted	31,707.00	0.00	31,707.00	92*0271021	92*0271048
49965	General Fund Unrestricted	29,716.00	0.00	29,716.00	92*0271049	92*0271076
49966	General Fund Unrestricted	26,553.00	0.00	26,553.00	92*0271077	92*0271104
49967	General Fund Unrestricted	29,282.00	0.00	29,282.00	92*0271105	92*0271132
49968	General Fund Unrestricted	28,571.00	0.00	28,571.00	92*0271133	92*0271160
49969	General Fund Unrestricted	28,610.00	0.00	28,610.00	92*0271161	92*0271188
49970	General Fund Unrestricted	28,647.00	0.00	28,647.00	92*0271189	92*0271216
49971	General Fund Unrestricted	31,273.00	0.00	31,273.00	92*0271217	92*0271244
49972	General Fund Unrestricted	31,030.00	0.00	31,030.00	92*0271245	92*0271272
49973	General Fund Unrestricted	28,507.00	0.00	28,507.00	92*0271273	92*0271300
49974	General Fund Unrestricted	30,126.00	0.00	30,126.00	92*0271301	92*0271328
49975	General Fund Unrestricted	29,668.00	0.00	29,668.00	92*0271329	92*0271356
49976	General Fund Unrestricted	34,485.00	0.00	34,485.00	92*0271357	92*0271384
49977	General Fund Unrestricted	23,379.00	0.00	23,379.00	92*0271385	92*0271412
49978	General Fund Unrestricted	28,035.00	0.00	28,035.00	92*0271413	92*0271440
49979	General Fund Unrestricted	29,485.00	0.00	29,485.00	92*0271441	92*0271468
49980	General Fund Unrestricted	24,133.00	0.00	24,133.00	92*0271469	92*0271496
49981	General Fund Unrestricted	28,375.00	0.00	28,375.00	92*0271497	92*0271524
49982	General Fund Unrestricted	27,280.00	0.00	27,280.00	92*0271525	92*0271552
49983	General Fund Unrestricted	27,100.00	0.00	27,100.00	92*0271553	92*0271580
49984	General Fund Unrestricted	28,355.00	0.00	28,355.00	92*0271581	92*0271608
49985	General Fund Unrestricted	25,847.50	0.00	25,847.50	92*0271609	92*0271636
49986	General Fund Unrestricted	24,984.00	0.00	24,984.00	92*0271637	92*0271664
49987	General Fund Unrestricted	33,540.00	0.00	33,540.00	92*0271665	92*0271692
49988	General Fund Unrestricted	29,487.00	0.00	29,487.00	92*0271693	92*0271720

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49989	General Fund Unrestricted	30,372.00	0.00	30,372.00	92*0271721	92*0271748
49990	General Fund Unrestricted	31,411.00	0.00	31,411.00	92*0271749	92*0271776
49991	General Fund Unrestricted	31,423.00	0.00	31,423.00	92*0271777	92*0271804
49992	General Fund Unrestricted	27,915.00	0.00	27,915.00	92*0271805	92*0271832
49993	General Fund Unrestricted	30,663.00	0.00	30,663.00	92*0271833	92*0271860
49994	General Fund Unrestricted	28,998.00	0.00	28,998.00	92*0271861	92*0271888
49995	General Fund Unrestricted	28,817.00	0.00	28,817.00	92*0271889	92*0271916
49996	General Fund Unrestricted	31,210.00	0.00	31,210.00	92*0271917	92*0271944
49997	General Fund Unrestricted	28,418.00	0.00	28,418.00	92*0271945	92*0271972
49998	General Fund Unrestricted	34,338.00	0.00	34,338.00	92*0271973	92*0272000
49999	General Fund Unrestricted	34,914.00	0.00	34,914.00	92*0272001	92*0272028
50000	General Fund Unrestricted	33,937.00	0.00	33,937.00	92*0272029	92*0272056
50001	General Fund Unrestricted	30,349.00	0.00	30,349.00	92*0272057	92*0272084
50002	General Fund Unrestricted	31,510.00	0.00	31,510.00	92*0272085	92*0272112
50003	General Fund Unrestricted	31,017.00	0.00	31,017.00	92*0272113	92*0272140
50004	General Fund Unrestricted	35,011.00	0.00	35,011.00	92*0272141	92*0272168
50005	General Fund Unrestricted	28,991.00	0.00	28,991.00	92*0272169	92*0272196
50006	General Fund Unrestricted	33,705.00	0.00	33,705.00	92*0272197	92*0272224
50007	General Fund Unrestricted	29,609.00	0.00	29,609.00	92*0272225	92*0272252
50008	General Fund Unrestricted	32,461.00	0.00	32,461.00	92*0272253	92*0272280
50009	General Fund Unrestricted	33,410.00	0.00	33,410.00	92*0272281	92*0272308
50010	General Fund Unrestricted	29,525.00	0.00	29,525.00	92*0272309	92*0272336
50011	General Fund Unrestricted	30,130.00	0.00	30,130.00	92*0272337	92*0272364
50012	General Fund Unrestricted	30,453.00	0.00	30,453.00	92*0272365	92*0272392
50013	General Fund Unrestricted	27,220.00	0.00	27,220.00	92*0272393	92*0272420
50014	General Fund Unrestricted	32,048.00	0.00	32,048.00	92*0272421	92*0272448
50015	General Fund Unrestricted	26,580.00	0.00	26,580.00	92*0272449	92*0272476
50016	General Fund Unrestricted	30,070.00	0.00	30,070.00	92*0272477	92*0272504
50017	General Fund Unrestricted	25,049.00	0.00	25,049.00	92*0272505	92*0272530
50018	General Fund Unrestricted	25,192.00	0.00	25,192.00	92*0272531	92*0272558
50019	General Fund Unrestricted	17,556.00	0.00	17,556.00	92*0272559	92*0272573
50020	General Fund Unrestricted	2,090.00	0.00	2,090.00	92*0272574	92*0272583
50021	General Fund Unrestricted	786.00	0.00	786.00	92*0272584	92*0272592
50022	General Fund Unrestricted	1,538.74	0.00	1,538.74	92*0272593	92*0272597
50023	General Fund Unrestricted	8,930.94	0.00	8,930.94	92*0272601	92*0272603
50024	General Fund Unrestricted	11,333.15	0.00	11,333.15	92*0272604	92*0272604
50025	General Fund Unrestricted	4,209.08	0.00	4,209.08	92*0272605	92*0272612
50026	General Fund Unrestricted	2,596.86	0.00	2,596.86	92*0272613	92*0272620
50027	General Fund Unrestricted	3,653.22	0.00	3,653.22	92*0272621	92*0272628
50029	General Fund Unrestricted	278.00	0.00	278.00	92*0272634	92*0272634
50032	General Fund Unrestricted	2,770.49	0.00	2,770.49	92*0272637	92*0272645

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
50033	General Fund Unrestricted	5,919.52	0.00	5,919.52	92*0272646	92*0272649
50034	General Fund Unrestricted	27,925.00	0.00	27,925.00	92*0272650	92*0272650
50039	General Fund Unrestricted	1,673.50	0.00	1,673.50	92*0272658	92*0272667
50040	General Fund Unrestricted	1,437.00	0.00	1,437.00	92*0272668	92*0272678
50041	General Fund Unrestricted	368.70	0.00	368.70	92*0272679	92*0272683
50042	General Fund Unrestricted	1,863.77	0.00	1,863.77	92*0272686	92*0272690
50043	General Fund Unrestricted	49,176.50	0.00	49,176.50	92*0272691	92*0272692
50044	General Fund Unrestricted	10,959.75	0.00	10,959.75	92*0272694	92*0272694
50045	General Fund Unrestricted	8,394.19	0.00	8,394.19	92*0272695	92*0272697
50046	General Fund Unrestricted	14,036.00	0.00	14,036.00	92*0272698	92*0272705
50050	General Fund Unrestricted	1,728.70	0.00	1,728.70	92*0272710	92*0272720
50051	General Fund Unrestricted	881.00	0.00	881.00	92*0272721	92*0272721
50052	General Fund Unrestricted	490.18	0.00	490.18	92*0272722	92*0272722
50053	General Fund Unrestricted	11,854.00	0.00	11,854.00	92*0272725	92*0272728
50055	General Fund Unrestricted	220.09	0.00	220.09	92*0272730	92*0272730
50056	General Fund Unrestricted	388.82	0.00	388.82	92*0272735	92*0272737
50057	General Fund Unrestricted	5,529.36	0.00	5,529.36	92*0272742	92*0272746
50058	General Fund Unrestricted	2,255.12	0.00	2,255.12	92*0272748	92*0272755
50059	General Fund Unrestricted	8,097.97	0.00	8,097.97	92*0272756	92*0272763
50060	General Fund Unrestricted	17,239.94	0.00	17,239.94	92*0272764	92*0272769
50061	General Fund Unrestricted	2,543.88	0.00	2,543.88	92*0272770	92*0272778
50062	General Fund Unrestricted	41,677.79	0.00	41,677.79	92*0272779	92*0272781
50063	General Fund Unrestricted	10,865.74	0.00	10,865.74	92*0272782	92*0272786
50064	General Fund Unrestricted	5,487.74	0.00	5,487.74	92*0272787	92*0272795
50065	General Fund Unrestricted	27,694.33	0.00	27,694.33	92*0272796	92*0272800
50066	General Fund Unrestricted	5,455.96	0.00	5,455.96	92*0272801	92*0272809
50067	General Fund Unrestricted	18,120.92	0.00	18,120.92	92*0272810	92*0272815
50068	General Fund Unrestricted	722.45	0.00	722.45	92*0272817	92*0272818
50069	General Fund Unrestricted	7,386.63	0.00	7,386.63	92*0272824	92*0272827
50070	General Fund Unrestricted	577.94	0.00	577.94	92*0272830	92*0272831
50072	General Fund Unrestricted	1,845.74	0.00	1,845.74	92*0272842	92*0272844
50073	General Fund Unrestricted	15,528.09	0.00	15,528.09	92*0272847	92*0272848
50074	General Fund Unrestricted	276.21	0.00	276.21	92*0272851	92*0272856
50082	General Fund Unrestricted	2,435.50	0.00	2,435.50	92*0272878	92*0272888
50084	General Fund Unrestricted	674.06	0.00	674.06	92*0272897	92*0272899
50085	General Fund Unrestricted	16,786.22	0.00	16,786.22	92*0272900	92*0272902
50086	General Fund Unrestricted	1,656.77	0.00	1,656.77	92*0272904	92*0272906
50088	General Fund Unrestricted	1,148.04	0.00	1,148.04	92*0272915	92*0272916
50104	General Fund Unrestricted	278.00	0.00	278.00	92*0272976	92*0272976
50105	General Fund Unrestricted	2,658.56	0.00	2,658.56	92*0272977	92*0272979
50106	General Fund Unrestricted	1,459.31	0.00	1,459.31	92*0272980	92*0272984

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
Total Fund 11 General Fund Unrestricted		<u>7,481,964.95</u>	<u>0.00</u>	<u>7,481,964.95</u>		



Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49638	General Fund Restricted	1,184.15	0.00	1,184.15	92*0267577	92*0267581
49642	General Fund Restricted	4,403.92	0.00	4,403.92	92*0267598	92*0267599
49644	General Fund Restricted	1,127.98	0.00	1,127.98	92*0267607	92*0267609
49670	General Fund Restricted	2,513.61	0.00	2,513.61	92*0268105	92*0268113
49672	General Fund Restricted	862.71	0.00	862.71	92*0268120	92*0268124
49674	General Fund Restricted	4,456.16	0.00	4,456.16	92*0268134	92*0268136
49683	General Fund Restricted	14,197.50	0.00	14,197.50	92*0268171	92*0268171
49688	General Fund Restricted	1,245.96	0.00	1,245.96	92*0268188	92*0268197
49689	General Fund Restricted	78.90	0.00	78.90	92*0268198	92*0268198
49691	General Fund Restricted	97.88	0.00	97.88	92*0268217	92*0268217
49692	General Fund Restricted	5,657.98	0.00	5,657.98	92*0268228	92*0268228
49698	General Fund Restricted	500.00	0.00	500.00	92*0268251	92*0268251
49699	General Fund Restricted	3,581.95	0.00	3,581.95	92*0268253	92*0268259
49717	General Fund Restricted	400.44	0.00	400.44	92*0268312	92*0268312
49718	General Fund Restricted	1,526.21	0.00	1,526.21	92*0268317	92*0268322
49719	General Fund Restricted	7,032.76	0.00	7,032.76	92*0268326	92*0268326
49727	General Fund Restricted	1,903.35	0.00	1,903.35	92*0268350	92*0268351
49729	General Fund Restricted	5,600.00	0.00	5,600.00	92*0268356	92*0268362
49740	General Fund Restricted	354.15	0.00	354.15	92*0268393	92*0268393
49741	General Fund Restricted	11,583.72	0.00	11,583.72	92*0268400	92*0268401
49744	General Fund Restricted	6,047.33	0.00	6,047.33	92*0268407	92*0268409
49745	General Fund Restricted	15,000.00	0.00	15,000.00	92*0268411	92*0268411
49749	General Fund Restricted	940.33	0.00	940.33	92*0268428	92*0268432
49750	General Fund Restricted	2,560.00	0.00	2,560.00	92*0268433	92*0268440
49751	General Fund Restricted	2,400.00	0.00	2,400.00	92*0268441	92*0268448
49752	General Fund Restricted	2,400.00	0.00	2,400.00	92*0268449	92*0268456
49753	General Fund Restricted	2,560.00	0.00	2,560.00	92*0268457	92*0268464
49761	General Fund Restricted	450.00	0.00	450.00	92*0268555	92*0268555
49763	General Fund Restricted	701.02	0.00	701.02	92*0268569	92*0268571
49772	General Fund Restricted	2,731.59	0.00	2,731.59	92*0268612	92*0268617
49773	General Fund Restricted	3,911.57	0.00	3,911.57	92*0268618	92*0268619
49774	General Fund Restricted	1,023.83	0.00	1,023.83	92*0268620	92*0268620
49776	General Fund Restricted	7,064.86	0.00	7,064.86	92*0268628	92*0268633
49779	General Fund Restricted	14,246.13	0.00	14,246.13	92*0268647	92*0268648
49780	General Fund Restricted	2,661.70	0.00	2,661.70	92*0268649	92*0268653
49793	General Fund Restricted	1,469.99	0.00	1,469.99	92*0268691	92*0268700
49796	General Fund Restricted	800.00	0.00	800.00	92*0268707	92*0268709
49797	General Fund Restricted	23,229.88	0.00	23,229.88	92*0268713	92*0268713
49798	General Fund Restricted	129.85	0.00	129.85	92*0268720	92*0268720
49799	General Fund Restricted	615.29	0.00	615.29	92*0268721	92*0268728
49807	General Fund Restricted	2,274.72	0.00	2,274.72	92*0268773	92*0268776

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49817	General Fund Restricted	667.28	0.00	667.28	92*0268847	92*0268850
49818	General Fund Restricted	359.28	0.00	359.28	92*0268854	92*0268854
49819	General Fund Restricted	10,174.49	0.00	10,174.49	92*0268856	92*0268856
49822	General Fund Restricted	1,101.67	0.00	1,101.67	92*0268862	92*0268867
49823	General Fund Restricted	1,354.90	0.00	1,354.90	92*0268870	92*0268870
49824	General Fund Restricted	65,626.00	0.00	65,626.00	92*0268876	92*0268879
49826	General Fund Restricted	1,151.10	0.00	1,151.10	92*0268882	92*0268883
49828	General Fund Restricted	1,409.99	0.00	1,409.99	92*0268888	92*0268891
49829	General Fund Restricted	63.50	0.00	63.50	92*0268894	92*0268894
49830	General Fund Restricted	1,582.88	0.00	1,582.88	92*0268895	92*0268900
49832	General Fund Restricted	2,068.72	0.00	2,068.72	92*0268906	92*0268907
49839	General Fund Restricted	517.93	0.00	517.93	92*0268938	92*0268942
49841	General Fund Restricted	32,098.41	0.00	32,098.41	92*0268947	92*0268949
49852	General Fund Restricted	630.82	0.00	630.82	92*0269007	92*0269016
49854	General Fund Restricted	3,236.00	0.00	3,236.00	92*0269023	92*0269025
49856	General Fund Restricted	7,296.44	0.00	7,296.44	92*0269030	92*0269036
49857	General Fund Restricted	1,293.34	0.00	1,293.34	92*0269037	92*0269043
49866	General Fund Restricted	23,035.31	0.00	23,035.31	92*0269077	92*0269078
49867	General Fund Restricted	1,390.47	0.00	1,390.47	92*0269079	92*0269083
49871	General Fund Restricted	129.23	0.00	129.23	92*0269105	92*0269105
49872	General Fund Restricted	33,573.51	0.00	33,573.51	92*0269109	92*0269109
49912	General Fund Restricted	877.62	0.00	877.62	92*0270053	92*0270055
49914	General Fund Restricted	15,212.59	0.00	15,212.59	92*0270068	92*0270071
49915	General Fund Restricted	2,297.07	0.00	2,297.07	92*0270072	92*0270075
49916	General Fund Restricted	2,946.70	0.00	2,946.70	92*0270076	92*0270081
49941	General Fund Restricted	96,833.78	0.00	96,833.78	92*0270630	92*0270630
49942	General Fund Restricted	34.25	0.00	34.25	92*0270633	92*0270633
49943	General Fund Restricted	4,579.33	0.00	4,579.33	92*0270639	92*0270640
49945	General Fund Restricted	2,247.33	0.00	2,247.33	92*0270647	92*0270654
49946	General Fund Restricted	545.89	0.00	545.89	92*0270657	92*0270662
50022	General Fund Restricted	981.52	0.00	981.52	92*0272594	92*0272599
50023	General Fund Restricted	2,495.78	0.00	2,495.78	92*0272600	92*0272600
50028	General Fund Restricted	776.28	0.00	776.28	92*0272629	92*0272633
50032	General Fund Restricted	235.00	0.00	235.00	92*0272638	92*0272638
50041	General Fund Restricted	1,167.35	0.00	1,167.35	92*0272680	92*0272685
50044	General Fund Restricted	1,620.29	0.00	1,620.29	92*0272693	92*0272693
50052	General Fund Restricted	6,116.80	0.00	6,116.80	92*0272723	92*0272724
50054	General Fund Restricted	29,424.05	0.00	29,424.05	92*0272729	92*0272729
50055	General Fund Restricted	938.36	0.00	938.36	92*0272731	92*0272733
50056	General Fund Restricted	854.94	0.00	854.94	92*0272734	92*0272741
50057	General Fund Restricted	2,790.46	0.00	2,790.46	92*0272747	92*0272747

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
50067	General Fund Restricted	6,653.61	0.00	6,653.61	92*0272816	92*0272816
50068	General Fund Restricted	3,499.57	0.00	3,499.57	92*0272819	92*0272822
50069	General Fund Restricted	15,238.00	0.00	15,238.00	92*0272823	92*0272828
50070	General Fund Restricted	1,487.64	0.00	1,487.64	92*0272829	92*0272833
50071	General Fund Restricted	3,834.08	0.00	3,834.08	92*0272834	92*0272841
50072	General Fund Restricted	2,282.02	0.00	2,282.02	92*0272845	92*0272846
50073	General Fund Restricted	3,334.67	0.00	3,334.67	92*0272849	92*0272850
50074	General Fund Restricted	581.84	0.00	581.84	92*0272852	92*0272855
50075	General Fund Restricted	3,999.85	0.00	3,999.85	92*0272857	92*0272860
50076	General Fund Restricted	15,000.00	0.00	15,000.00	92*0272861	92*0272861
50077	General Fund Restricted	722.11	0.00	722.11	92*0272862	92*0272868
50083	General Fund Restricted	2,800.00	0.00	2,800.00	92*0272889	92*0272895
50084	General Fund Restricted	104.35	0.00	104.35	92*0272896	92*0272898
50085	General Fund Restricted	14,208.00	0.00	14,208.00	92*0272901	92*0272901
50086	General Fund Restricted	2,316.15	0.00	2,316.15	92*0272903	92*0272905
50087	General Fund Restricted	7,465.27	0.00	7,465.27	92*0272907	92*0272914
50089	General Fund Restricted	1,280.00	0.00	1,280.00	92*0272917	92*0272924
50090	General Fund Restricted	1,440.00	0.00	1,440.00	92*0272925	92*0272933
50091	General Fund Restricted	1,440.00	0.00	1,440.00	92*0272934	92*0272942
50106	General Fund Restricted	742.28	0.00	742.28	92*0272982	92*0272986
50107	General Fund Restricted	1,366.79	0.00	1,366.79	92*0272987	92*0272991
50108	General Fund Restricted	6,000.00	0.00	6,000.00	92*0272992	92*0272992
<b>Total Fund 12 General Fund Restricted</b>		<b>619,060.31</b>	<b>0.00</b>	<b>619,060.31</b>		

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49646	Child Development Fund	4,765.94	0.00	4,765.94	92*0267611	92*0267617
49647	Child Development Fund	47,149.61	0.00	47,149.61	92*0267618	92*0267619
49648	Child Development Fund	249.30	0.00	249.30	92*0267620	92*0267621
49676	Child Development Fund	2,616.12	0.00	2,616.12	92*0268138	92*0268141
49693	Child Development Fund	1,641.82	0.00	1,641.82	92*0268229	92*0268232
49721	Child Development Fund	2,207.00	0.00	2,207.00	92*0268335	92*0268335
49731	Child Development Fund	2,847.81	0.00	2,847.81	92*0268364	92*0268368
49765	Child Development Fund	2,311.01	0.00	2,311.01	92*0268573	92*0268579
49783	Child Development Fund	6,551.90	0.00	6,551.90	92*0268664	92*0268666
49802	Child Development Fund	2,848.61	0.00	2,848.61	92*0268742	92*0268745
49809	Child Development Fund	607.50	0.00	607.50	92*0268782	92*0268784
49810	Child Development Fund	1,475.15	0.00	1,475.15	92*0268785	92*0268787
49833	Child Development Fund	3,200.19	0.00	3,200.19	92*0268910	92*0268913
49845	Child Development Fund	2,799.63	0.00	2,799.63	92*0268969	92*0268972
49846	Child Development Fund	38,418.08	0.00	38,418.08	92*0268973	92*0268973
49860	Child Development Fund	142.35	0.00	142.35	92*0269053	92*0269054
49861	Child Development Fund	1,083.85	0.00	1,083.85	92*0269055	92*0269060
49919	Child Development Fund	2,044.08	0.00	2,044.08	92*0270088	92*0270091
49948	Child Development Fund	2,746.47	0.00	2,746.47	92*0270666	92*0270673
49949	Child Development Fund	2,271.42	0.00	2,271.42	92*0270674	92*0270677
50030	Child Development Fund	651.41	0.00	651.41	92*0272635	92*0272635
50035	Child Development Fund	628.05	0.00	628.05	92*0272651	92*0272653
50036	Child Development Fund	2,499.99	0.00	2,499.99	92*0272654	92*0272654
50047	Child Development Fund	676.81	0.00	676.81	92*0272706	92*0272706
50078	Child Development Fund	2,317.54	0.00	2,317.54	92*0272869	92*0272873
50079	Child Development Fund	39,566.30	0.00	39,566.30	92*0272874	92*0272874
50092	Child Development Fund	30,414.00	0.00	30,414.00	92*0272943	92*0272943
50093	Child Development Fund	292.19	0.00	292.19	92*0272944	92*0272948
50109	Child Development Fund	3,679.75	0.00	3,679.75	92*0272993	92*0272998
<b>Total Fund 33 Child Development Fund</b>		<b>208,703.88</b>	<b>0.00</b>	<b>208,703.88</b>		

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49678	Capital Outlay Projects Fund	9,674.42	0.00	9,674.42	92*0268144	92*0268145
49679	Capital Outlay Projects Fund	35,418.30	0.00	35,418.30	92*0268146	92*0268147
49695	Capital Outlay Projects Fund	14,653.50	0.00	14,653.50	92*0268234	92*0268234
49707	Capital Outlay Projects Fund	24,675.00	0.00	24,675.00	92*0268284	92*0268284
49735	Capital Outlay Projects Fund	3,001.50	0.00	3,001.50	92*0268378	92*0268378
49790	Capital Outlay Projects Fund	14,412.43	0.00	14,412.43	92*0268684	92*0268687
49835	Capital Outlay Projects Fund	595.00	0.00	595.00	92*0268918	92*0268918
49848	Capital Outlay Projects Fund	6,406.49	0.00	6,406.49	92*0268978	92*0268978
49864	Capital Outlay Projects Fund	6,384.22	0.00	6,384.22	92*0269066	92*0269067
50037	Capital Outlay Projects Fund	900.00	0.00	900.00	92*0272655	92*0272655
50049	Capital Outlay Projects Fund	13,466.17	0.00	13,466.17	92*0272709	92*0272709
50102	Capital Outlay Projects Fund	14,404.00	0.00	14,404.00	92*0272973	92*0272974
50115	Capital Outlay Projects Fund	1,452.00	0.00	1,452.00	92*0273008	92*0273008
50116	Capital Outlay Projects Fund	27,638.20	0.00	27,638.20	92*0273009	92*0273009
50117	Capital Outlay Projects Fund	16,296.00	0.00	16,296.00	92*0273010	92*0273010
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b>189,377.23</b>	<b>0.00</b>	<b>189,377.23</b>		

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49649	Bond Fund, Measure E	2,393.00	0.00	2,393.00	92*0267622	92*0267622
49677	Bond Fund, Measure E	7,034.31	0.00	7,034.31	92*0268142	92*0268143
49694	Bond Fund, Measure E	21,859.21	0.00	21,859.21	92*0268233	92*0268233
49714	Bond Fund, Measure E	8,597.18	0.00	8,597.18	92*0268308	92*0268308
49722	Bond Fund, Measure E	1,094.23	0.00	1,094.23	92*0268336	92*0268336
49732	Bond Fund, Measure E	43,000.00	0.00	43,000.00	92*0268369	92*0268371
49733	Bond Fund, Measure E	25,334.30	0.00	25,334.30	92*0268372	92*0268374
49734	Bond Fund, Measure E	23,263.51	0.00	23,263.51	92*0268375	92*0268377
49754	Bond Fund, Measure E	46,970.80	0.00	46,970.80	92*0268465	92*0268468
49755	Bond Fund, Measure E	50,275.00	0.00	50,275.00	92*0268469	92*0268472
49756	Bond Fund, Measure E	2,935.00	0.00	2,935.00	92*0268473	92*0268475
49766	Bond Fund, Measure E	19,730.00	0.00	19,730.00	92*0268580	92*0268581
49767	Bond Fund, Measure E	9,397.00	0.00	9,397.00	92*0268582	92*0268583
49768	Bond Fund, Measure E	5,382.58	0.00	5,382.58	92*0268584	92*0268585
49784	Bond Fund, Measure E	141,546.89	0.00	141,546.89	92*0268667	92*0268668
49785	Bond Fund, Measure E	15,391.00	0.00	15,391.00	92*0268669	92*0268670
49786	Bond Fund, Measure E	6,542.70	0.00	6,542.70	92*0268671	92*0268674
49787	Bond Fund, Measure E	60,341.98	0.00	60,341.98	92*0268675	92*0268678
49788	Bond Fund, Measure E	31,987.89	0.00	31,987.89	92*0268679	92*0268682
49789	Bond Fund, Measure E	3,707.10	0.00	3,707.10	92*0268683	92*0268683
49803	Bond Fund, Measure E	107,000.00	0.00	107,000.00	92*0268746	92*0268747
49804	Bond Fund, Measure E	119,700.00	0.00	119,700.00	92*0268748	92*0268749
49811	Bond Fund, Measure E	38,274.00	0.00	38,274.00	92*0268788	92*0268789
49812	Bond Fund, Measure E	6,057.02	0.00	6,057.02	92*0268790	92*0268792
49813	Bond Fund, Measure E	100,800.00	0.00	100,800.00	92*0268793	92*0268793
49834	Bond Fund, Measure E	111,680.00	0.00	111,680.00	92*0268914	92*0268917
49847	Bond Fund, Measure E	71,086.89	0.00	71,086.89	92*0268974	92*0268977
49862	Bond Fund, Measure E	4,426.33	0.00	4,426.33	92*0269061	92*0269064
49863	Bond Fund, Measure E	50,400.00	0.00	50,400.00	92*0269065	92*0269065
49876	Bond Fund, Measure E	1,501.00	0.00	1,501.00	92*0269121	92*0269122
49950	Bond Fund, Measure E	15,558.57	0.00	15,558.57	92*0270678	92*0270682
49951	Bond Fund, Measure E	78,764.92	0.00	78,764.92	92*0270683	92*0270683
50031	Bond Fund, Measure E	1,500.00	0.00	1,500.00	92*0272636	92*0272636
50048	Bond Fund, Measure E	4,250.00	0.00	4,250.00	92*0272707	92*0272708
50080	Bond Fund, Measure E	4,250.00	0.00	4,250.00	92*0272875	92*0272875
50081	Bond Fund, Measure E	68,305.00	0.00	68,305.00	92*0272876	92*0272877
50094	Bond Fund, Measure E	3,630.00	0.00	3,630.00	92*0272949	92*0272953
50095	Bond Fund, Measure E	792,600.00	0.00	792,600.00	92*0272954	92*0272957
50096	Bond Fund, Measure E	98,872.23	0.00	98,872.23	92*0272958	92*0272958
50097	Bond Fund, Measure E	12,145.73	0.00	12,145.73	92*0272959	92*0272963
50098	Bond Fund, Measure E	3,708.66	0.00	3,708.66	92*0272964	92*0272964

Check Registers Submitted for Approval  
 Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
50099	Bond Fund, Measure E	292,225.84	0.00	292,225.84	92*0272965	92*0272966
50100	Bond Fund, Measure E	197,569.90	0.00	197,569.90	92*0272967	92*0272970
50101	Bond Fund, Measure E	9,401.05	0.00	9,401.05	92*0272971	92*0272972
50110	Bond Fund, Measure E	25,185.80	0.00	25,185.80	92*0272999	92*0272999
50111	Bond Fund, Measure E	22,046.08	0.00	22,046.08	92*0273000	92*0273000
50112	Bond Fund, Measure E	110,156.00	0.00	110,156.00	92*0273001	92*0273002
50113	Bond Fund, Measure E	8,489.85	0.00	8,489.85	92*0273003	92*0273005
50114	Bond Fund, Measure E	22,547.83	0.00	22,547.83	92*0273006	92*0273007
<b>Total Fund 42 Bond Fund, Measure E</b>		<b>2,908,916.38</b>	<b>0.00</b>	<b>2,908,916.38</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49709	Property and Liability Fund	27,874.96	0.00	27,874.96	92*0268288	92*0268291
49736	Property and Liability Fund	2,907.01	0.00	2,907.01	92*0268379	92*0268379
50103	Property and Liability Fund	2,939.51	0.00	2,939.51	92*0272975	92*0272975
<b>Total Fund 61 Property and Liability Fund</b>		<b>33,721.48</b>	<b>0.00</b>	<b>33,721.48</b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
50038	Workers' Compensation	461,334.34	0.00	461,334.34	92*0272656	92*0272657
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>461,334.34</b>	<b>0.00</b>	<b>461,334.34</b>		

Check Registers Submitted for Approval  
Checks Written for Period 01/08/11 thru 02/11/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
49737	Student Financial Aid Fund	2,000.00	0.00	2,000.00	92*0268380	92*0268381
49791	Student Financial Aid Fund	236.33	0.00	236.33	92*0268688	92*0268688
<b>Total Fund 74 Student Financial Aid Fund</b>		<u><u>2,236.33</u></u>	<u><u>0.00</u></u>	<u><u>2,236.33</u></u>		

---

**SUMMARY**

Total Fund 11 General Fund Unrestricted	7,481,964.95
Total Fund 12 General Fund Restricted	619,060.31
Total Fund 33 Child Development Fund	208,703.88
Total Fund 41 Capital Outlay Projects Fund	189,377.23
Total Fund 42 Bond Fund, Measure E	2,908,916.38
Total Fund 61 Property and Liability Fund	33,721.48
Total Fund 62 Workers' Compensation Fund	461,334.34
Total Fund 74 Student Financial Aid Fund	<u>2,236.33</u>
Grand Total:	<u><u>11,905,314.90</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BOARD REPORT / BUDGET INCREASES AND DECREASES**

**From 1 / 1 / 2011 To 1 / 31 / 2011**  
**Board Meeting on 2 / 22 / 2011**

**FUND: 11 GENERAL FUND-UNRESTRICTED**

**BACKGROUND**

The California Administration Code, Regulation 58307, requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

**ANALYSIS**

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES & SERVICES		\$4,000
	Total appropriation		\$4,000
	<u>Revenue Account</u>		
8800	LOCAL REVENUE		\$4,000
	Total revenue		\$4,000

**RECOMMENDATION**

It is recommended the Board approve the budget adjustments as presented.

Board of Trustees  
**SUMMARY OF BUDGET INCREASES AND DECREASES**  
1/1/2011 - 1/31/2011

**Fund 11: General Fund Unrestricted**

<b>bc10pn127a</b>	<b>1/27/2011</b>	<b>B007228</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
5000	OPERATING EXPENSES AND SERVICES		0	4,000
8800	LOCAL REVENUE		0	4,000
			<hr/>	<hr/>
			0	8,000

**Reason:** Adjustment  
**Description:** SAC baseball scoreboard adjust

**Summary by Major Object for Fund 11**

		<b><u>Decreases</u></b>	<b><u>Increases</u></b>
5000	OPERATING EXPENSES AND SERVICES	0	4,000
8800	LOCAL REVENUE	0	4,000
		<hr/>	<hr/>
		0	8,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT / BUDGET INCREASES AND DECREASES**

**From 1 / 1 / 2011 To 1 / 31 / 2011  
Board Meeting on 2 / 22 / 2011**

**FUND: 12 GENERAL FUND-RESTRICTED**

**BACKGROUND**

The California Administration Code, Regulation 58307, requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

**ANALYSIS**

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES	\$127,789	
2000	CLASSIFIED / OTHER NONACADEMIC		\$340,525
3000	EMPLOYEE BENEFITS		156,385
4000	SUPPLIES AND MATERIALS		39,849
5000	OPERATING EXPENSES & SERVICES		250,790
6000	CAPITAL OUTLAY		13,030
7000	OTHER OUTGO		36,206
	Total appropriation	\$127,789	\$836,785
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$658,765
8600	STATE REVENUE		50,231
	Total revenue		\$708,996

**RECOMMENDATION**

It is recommended the Board approve the budget adjustments as presented.

Board of Trustees  
SUMMARY OF BUDGET INCREASES AND DECREASES  
1/1/2011 - 1/31/2011

**Fund 12: General Fund Restricted**

<b>bc10pn106a</b>		<b>1/6/2011</b>	<b>B007151</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
8100	FEDERAL REVENUE			0	37,500
8600	STATE REVENUE			37,500	0
				<hr/>	<hr/>
				<b>37,500</b>	<b>37,500</b>

**Reason:** Special Project Adjustment  
**Description:** Wmn's Bus Ctr Federal obj code

<b>bc10pn119c</b>		<b>1/19/2011</b>	<b>B007190</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC			0	388,500
3000	EMPLOYEE BENEFITS			0	137,031
4000	SUPPLIES AND MATERIALS			0	10,666
5000	OPERATING EXPENSES AND SERVICES			0	65,168
6000	CAPITAL OUTLAY			0	1,000
8100	FEDERAL REVENUE			0	602,365
				<hr/>	<hr/>
				<b>0</b>	<b>1,204,730</b>

**Reason:** Special Project Adjustment  
**Description:** SP#1315 SBA/CSUF SBDC '11

<b>bc10pn121b</b>		<b>1/21/2011</b>	<b>B007202</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC			30	0
3000	EMPLOYEE BENEFITS			0	396
4000	SUPPLIES AND MATERIALS			0	241
5000	OPERATING EXPENSES AND SERVICES			112	0
8600	STATE REVENUE			0	495
				<hr/>	<hr/>
				<b>142</b>	<b>1,132</b>

**Reason:** New Budget  
**Description:** NEWB#2490 Non-Cr Matric Rsrch

<b>bc10pn121c</b>		<b>1/21/2011</b>	<b>B007203</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
1000	ACADEMIC SALARIES			40,698	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	19,953
3000	EMPLOYEE BENEFITS			0	7,865
4000	SUPPLIES AND MATERIALS			0	5,716
5000	OPERATING EXPENSES AND SERVICES			0	1,200
8600	STATE REVENUE			5,964	0
				<hr/>	<hr/>
				<b>46,662</b>	<b>34,734</b>

**Reason:** New Budget  
**Description:** NEWB#2490 Non-Cr Matric OEC

Board of Trustees  
**SUMMARY OF BUDGET INCREASES AND DECREASES**  
1/1/2011 - 1/31/2011

**Fund 12: General Fund Restricted**

<b>bc10pn121d</b>		<b>1/21/2011</b>	<b>B007204</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
1000	ACADEMIC SALARIES			83,268	0
2000	CLASSIFIED/OTHER NONACADEMIC			120,103	0
3000	EMPLOYEE BENEFITS			8,480	0
4000	SUPPLIES AND MATERIALS			0	13,168
5000	OPERATING EXPENSES AND SERVICES			0	90,939
6000	CAPITAL OUTLAY			0	7,980
8600	STATE REVENUE			99,764	0
				<hr/>	<hr/>
				<b>311,615</b>	<b>112,087</b>

**Reason:** New Budget  
**Description:** NEWB#2490 Non-Cr Matric CEC

<b>bc10pn121e</b>		<b>1/21/2011</b>	<b>B007205</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC			0	124
3000	EMPLOYEE BENEFITS			82	0
4000	SUPPLIES AND MATERIALS			107	0
5000	OPERATING EXPENSES AND SERVICES			3	0
8600	STATE REVENUE			68	0
				<hr/>	<hr/>
				<b>260</b>	<b>124</b>

**Reason:** New Budget  
**Description:** NEWB#2470 MESA Program

<b>bc10pn126i</b>		<b>1/26/2011</b>	<b>B007224</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC			0	29,466
3000	EMPLOYEE BENEFITS			0	10,176
4000	SUPPLIES AND MATERIALS			0	4,620
5000	OPERATING EXPENSES AND SERVICES			0	44,188
6000	CAPITAL OUTLAY			0	1,550
8600	STATE REVENUE			0	90,000
				<hr/>	<hr/>
				<b>0</b>	<b>180,000</b>

**Reason:** Special Project Adjustment  
**Description:** NEWB#2286 YEP BEC

<b>bc10pn126j</b>		<b>1/26/2011</b>	<b>B007225</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC			0	29,466
3000	EMPLOYEE BENEFITS			0	10,176
4000	SUPPLIES AND MATERIALS			0	4,595
5000	OPERATING EXPENSES AND SERVICES			0	43,263
6000	CAPITAL OUTLAY			0	2,500
8600	STATE REVENUE			0	90,000
				<hr/>	<hr/>
				<b>0</b>	<b>180,000</b>

**Reason:** New Budget  
**Description:** NEWB#2285 YEP CITD



**Fund 12: General Fund Restricted**

<b>bc10pn126k</b>	<b>1/26/2011</b>	<b>B007226</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
1000	ACADEMIC SALARIES		0	2,550
3000	EMPLOYEE BENEFITS		0	350
4000	SUPPLIES AND MATERIALS		0	150
5000	OPERATING EXPENSES AND SERVICES		0	530
7000	OTHER OUTGO		0	3,070
8100	FEDERAL REVENUE		0	6,650
			<hr/>	<hr/>
			0	13,300
<b>Reason:</b>	New Budget			
<b>Description:</b>	NEWB#1241 SCC Child Dev Trng			

<b>bc10pn126l</b>	<b>1/26/2011</b>	<b>B007227</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
1000	ACADEMIC SALARIES		0	3,075
3000	EMPLOYEE BENEFITS		0	425
4000	SUPPLIES AND MATERIALS		0	1,300
5000	OPERATING EXPENSES AND SERVICES		0	2,000
7000	OTHER OUTGO		0	5,450
8100	FEDERAL REVENUE		0	12,250
			<hr/>	<hr/>
			0	24,500
<b>Reason:</b>	New Budget			
<b>Description:</b>	NEWB#1241 SAC Child Dev Trng			

<b>bc10pn128e</b>	<b>1/28/2011</b>	<b>B007232</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
1000	ACADEMIC SALARIES		1,500	0
3000	EMPLOYEE BENEFITS		142	0
7000	OTHER OUTGO		0	1,122
8600	STATE REVENUE		520	0
			<hr/>	<hr/>
			2,162	1,122
<b>Reason:</b>	New Budget			
<b>Description:</b>	NEWB#2090 SCC CARE			

<b>bc10pn128c</b>	<b>1/28/2011</b>	<b>B007233</b>	<b><u>Decreases</u></b>	<b><u>Increases</u></b>
1000	ACADEMIC SALARIES		7,948	0
2000	CLASSIFIED/OTHER NONACADEMIC		6,851	0
3000	EMPLOYEE BENEFITS		1,330	0
4000	SUPPLIES AND MATERIALS		500	0
5000	OPERATING EXPENSES AND SERVICES		0	3,617
7000	OTHER OUTGO		0	26,564
8600	STATE REVENUE		0	13,552
			<hr/>	<hr/>
			16,629	43,733
<b>Reason:</b>	New Budget			
<b>Description:</b>	NEWB#2250 SCC EOPS alloc			

Board of Trustees  
SUMMARY OF BUDGET INCREASES AND DECREASES  
1/1/2011 - 1/31/2011

Summary by Major Object for Fund 12

	<u>Decreases</u>	<u>Increases</u>
1000 ACADEMIC SALARIES	127,789	0
2000 CLASSIFIED/OTHER NONACADEMIC	0	340,525
3000 EMPLOYEE BENEFITS	0	156,385
4000 SUPPLIES AND MATERIALS	0	39,849
5000 OPERATING EXPENSES AND SERVICES	0	250,790
6000 CAPITAL OUTLAY	0	13,030
7000 OTHER OUTGO	0	36,206
8100 FEDERAL REVENUE	0	658,765
8600 STATE REVENUE	0	50,231
	<u>127,789</u>	<u>1,545,781</u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BOARD REPORT / BUDGET TRANSFERS**

**From 1 / 1 / 2011 To 1 / 31 / 2011**

**Board Meeting on 2 / 22 / 2011**

**FUND: 11 GENERAL FUND-UNRESTRICTED**

**BACKGROUND**

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

**ANALYSIS**

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object</u> <u>Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES	\$63,632	
2000	CLASSIFIED / OTHER NONACADEMIC	105,250	
3000	EMPLOYEE BENEFITS		\$416
4000	SUPPLIES AND MATERIALS		12,500
5000	OPERATING EXPENSES AND SERVICES		172,901
6000	CAPITAL OUTLAY	16,935	
	Total Transfer	\$185,817	\$185,817

**RECOMMENDATION**

It is recommended the Board approve the budget transfers as presented.

**Fund 11: General Fund Unrestricted**

<b>bc10pn107a</b>	<b>1/7/2011</b>	<b>B007153</b>	<b>From</b>	<b>To</b>
1000	ACADEMIC SALARIES		2,600	0
5000	OPERATING EXPENSES AND SERVICES		0	2,600
			<hr/>	<hr/>
			<b>2,600</b>	<b>2,600</b>
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SCC OUSD stadium rental			
<b>bc10pn107b</b>	<b>1/7/2011</b>	<b>B007154</b>	<b>From</b>	<b>To</b>
1000	ACADEMIC SALARIES		1,000	0
2000	CLASSIFIED/OTHER NONACADEMIC		0	1,000
			<hr/>	<hr/>
			<b>1,000</b>	<b>1,000</b>
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SCC S/T student art show staff			
<b>bc10pn107e</b>	<b>1/7/2011</b>	<b>B007157</b>	<b>From</b>	<b>To</b>
5000	OPERATING EXPENSES AND SERVICES		0	200
6000	CAPITAL OUTLAY		200	0
			<hr/>	<hr/>
			<b>200</b>	<b>200</b>
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SCC ITS Symantech software			
<b>bc10pn107f</b>	<b>1/7/2011</b>	<b>B007158</b>	<b>From</b>	<b>To</b>
5000	OPERATING EXPENSES AND SERVICES		0	12,000
6000	CAPITAL OUTLAY		12,000	0
			<hr/>	<hr/>
			<b>12,000</b>	<b>12,000</b>
<b>Reason:</b>	Adjustment			
<b>Description:</b>	RSCCD ITS PlanNet video surv			
<b>bc10pn113d</b>	<b>1/13/2011</b>	<b>B007166</b>	<b>From</b>	<b>To</b>
5000	OPERATING EXPENSES AND SERVICES		1,475	0
6000	CAPITAL OUTLAY		0	1,475
			<hr/>	<hr/>
			<b>1,475</b>	<b>1,475</b>
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SAC M&O sign maker svcs			

Board of Trustees  
**SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS**  
1/1/2011 - 1/31/2011

**Fund 11: General Fund Unrestricted**

<b>bc10pn113c</b>	<b>1/13/2011</b>	<b>B007168</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	ACADEMIC SALARIES		3,300	0
5000	OPERATING EXPENSES AND SERVICES		0	3,300
			<hr/>	<hr/>
			<b>3,300</b>	<b>3,300</b>

**Reason:** Adjustment  
**Description:** SAC Sci/Math indep contr PR

<b>bc10pn113i</b>	<b>1/13/2011</b>	<b>B007172</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC		0	1,500
5000	OPERATING EXPENSES AND SERVICES		1,500	0
			<hr/>	<hr/>
			<b>1,500</b>	<b>1,500</b>

**Reason:** Adjustment  
**Description:** CEC S/T custodial substitute

<b>bc10pn113j</b>	<b>1/13/2011</b>	<b>B007173</b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	SUPPLIES AND MATERIALS		0	7,500
5000	OPERATING EXPENSES AND SERVICES		14,000	0
6000	CAPITAL OUTLAY		0	6,500
			<hr/>	<hr/>
			<b>14,000</b>	<b>14,000</b>

**Reason:** Adjustment  
**Description:** SAC Maint/Grounds/Cust exps

<b>bc10pn113n</b>	<b>1/13/2011</b>	<b>B007177</b>	<b><u>From</u></b>	<b><u>To</u></b>
5000	OPERATING EXPENSES AND SERVICES		1,290	0
6000	CAPITAL OUTLAY		0	1,290
			<hr/>	<hr/>
			<b>1,290</b>	<b>1,290</b>

**Reason:** Adjustment  
**Description:** SAC M&O Plant Mgr new PC

<b>bc10pn113u</b>	<b>1/13/2011</b>	<b>B007183</b>	<b><u>From</u></b>	<b><u>To</u></b>
5000	OPERATING EXPENSES AND SERVICES		0	4,000
6000	CAPITAL OUTLAY		4,000	0
			<hr/>	<hr/>
			<b>4,000</b>	<b>4,000</b>

**Reason:** Adjustment  
**Description:** CEC UPS replacement batteries

<b>bc10kt0113a</b>	<b>1/13/2011</b>	<b>B007184</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC		111,000	0
5000	OPERATING EXPENSES AND SERVICES		0	111,000
			<hr/>	<hr/>
			<b>111,000</b>	<b>111,000</b>

**Reason:** Adjustment  
**Description:** Fund obj 5100 Bus Op Contr Svc

**Fund 11: General Fund Unrestricted**

<b>bc10pn120a</b>		<b>1/20/2011</b>	<b>B007193</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	ACADEMIC SALARIES			45,000	0
4000	SUPPLIES AND MATERIALS			0	5,000
5000	OPERATING EXPENSES AND SERVICES			0	40,000
				<hr/>	<hr/>
				<b>45,000</b>	<b>45,000</b>

**Reason:** Adjustment  
**Description:** SCC Sci Ctr/rain-flood damage

<b>bc10pn120b</b>		<b>1/20/2011</b>	<b>B007194</b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	SUPPLIES AND MATERIALS			0	1,000
5000	OPERATING EXPENSES AND SERVICES			1,000	0
				<hr/>	<hr/>
				<b>1,000</b>	<b>1,000</b>

**Reason:** Adjustment  
**Description:** SAC Adm Svcs computing kit

<b>bc10pn120h</b>		<b>1/20/2011</b>	<b>B007200</b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	SUPPLIES AND MATERIALS			0	700
5000	OPERATING EXPENSES AND SERVICES			700	0
				<hr/>	<hr/>
				<b>700</b>	<b>700</b>

**Reason:** Adjustment  
**Description:** SAC 3 classroom locksets

<b>bc10pn125a</b>		<b>1/25/2011</b>	<b>B007208</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	ACADEMIC SALARIES			416	0
3000	EMPLOYEE BENEFITS			0	416
				<hr/>	<hr/>
				<b>416</b>	<b>416</b>

**Reason:** Adjustment  
**Description:** SAC SCE curriculum development

<b>bc10pn126a</b>		<b>1/26/2011</b>	<b>B007216</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC			0	3,250
5000	OPERATING EXPENSES AND SERVICES			3,250	0
				<hr/>	<hr/>
				<b>3,250</b>	<b>3,250</b>

**Reason:** Adjustment  
**Description:** DO maint substitute/repair



Board of Trustees  
**SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS**  
1/1/2011 - 1/31/2011

**Fund 11: General Fund Unrestricted**

<b>bc10pn126d</b>	<b>1/26/2011</b>	<b>B007219</b>	<b><u>From</u></b>	<b><u>To</u></b>
4000		SUPPLIES AND MATERIALS	1,000	0
5000		OPERATING EXPENSES AND SERVICES	0	1,000
			<hr/> 1,000	<hr/> 1,000
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SAC M&O AAA Electric Motor			

<b>bc10pn126e</b>	<b>1/26/2011</b>	<b>B007220</b>	<b><u>From</u></b>	<b><u>To</u></b>
5000		OPERATING EXPENSES AND SERVICES	0	7,000
6000		CAPITAL OUTLAY	7,000	0
			<hr/> 7,000	<hr/> 7,000
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SCC ITS tech Windows training			

<b>bc10pn126f</b>	<b>1/26/2011</b>	<b>B007221</b>	<b><u>From</u></b>	<b><u>To</u></b>
4000		SUPPLIES AND MATERIALS	700	0
5000		OPERATING EXPENSES AND SERVICES	0	700
			<hr/> 700	<hr/> 700
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SAC M&O Papco invoice			

<b>bc10pn126g</b>	<b>1/26/2011</b>	<b>B007222</b>	<b><u>From</u></b>	<b><u>To</u></b>
5000		OPERATING EXPENSES AND SERVICES	0	3,000
6000		CAPITAL OUTLAY	3,000	0
			<hr/> 3,000	<hr/> 3,000
<b>Reason:</b>	Adjustment			
<b>Description:</b>	DMC HVAC system expenses			

<b>bc10pn126h</b>	<b>1/26/2011</b>	<b>B007223</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000		ACADEMIC SALARIES	11,316	0
5000		OPERATING EXPENSES AND SERVICES	0	11,316
			<hr/> 11,316	<hr/> 11,316
<b>Reason:</b>	Adjustment			
<b>Description:</b>	SCC/OEC sprinkler/fire hydrant			

**Summary by Major Object for Fund 11**

	<b><u>From</u></b>	<b><u>To</u></b>
1000 ACADEMIC SALARIES	63,632	0
2000 CLASSIFIED/OTHER NONACADEMIC	105,250	0
3000 EMPLOYEE BENEFITS	0	416
4000 SUPPLIES AND MATERIALS	0	12,500
5000 OPERATING EXPENSES AND SERVICES	0	172,901
6000 CAPITAL OUTLAY	16,935	0
	<hr/> 185,817	<hr/> 185,817

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BOARD REPORT / BUDGET TRANSFERS**

**From 1 / 1 / 2011 To 1 / 31 / 2011**

**Board Meeting on 2 / 22 / 2011**

**FUND: 12 GENERAL FUND-RESTRICTED**

**BACKGROUND**

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

**ANALYSIS**

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$31,096
2000	CLASSIFIED / OTHER NONACADEMIC		5,564
3000	EMPLOYEE BENEFITS		8,822
4000	SUPPLIES AND MATERIALS	\$12,369	
5000	OPERATING EXPENSES AND SERVICES	32,054	
6000	CAPITAL OUTLAY		8,941
7000	OTHER OUTGO	10,000	
	Total Transfer	\$54,423	\$54,423

**RECOMMENDATION**

It is recommended the Board approve the budget transfers as presented.



**Fund 12: General Fund Restricted**

<b>bc10pn104a</b>	<b>1/4/2011</b>	<b>B007144</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	ACADEMIC SALARIES		0	12,969
2000	CLASSIFIED/OTHER NONACADEMIC		12,969	0
			<hr/>	<hr/>
			<b>12,969</b>	<b>12,969</b>
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SCC DSPS contract faculty PR			
<b>bc10pn104b</b>	<b>1/4/2011</b>	<b>B007145</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC		2,490	0
3000	EMPLOYEE BENEFITS		0	1,990
4000	SUPPLIES AND MATERIALS		0	500
			<hr/>	<hr/>
			<b>2,490</b>	<b>2,490</b>
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SCC DSPS benefits costs			
<b>bc10pn104c</b>	<b>1/4/2011</b>	<b>B007146</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIED/OTHER NONACADEMIC		934	0
4000	SUPPLIES AND MATERIALS		1,975	0
5000	OPERATING EXPENSES AND SERVICES		0	3,909
6000	CAPITAL OUTLAY		1,000	0
			<hr/>	<hr/>
			<b>3,909</b>	<b>3,909</b>
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SCC DSPS contr interpreting			
<b>bc10kt010411c</b>	<b>1/4/2011</b>	<b>B007148</b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	SUPPLIES AND MATERIALS		0	250
5000	OPERATING EXPENSES AND SERVICES		250	0
			<hr/>	<hr/>
			<b>250</b>	<b>250</b>
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	Reverse B006949 duplicate			

Board of Trustees  
**SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS**  
1/1/2011 - 1/31/2011

**Fund 12: General Fund Restricted**

<b>bc10pn107c</b>	<b>1/7/2011</b>	<b>B007155</b>		
5000	OPERATING EXPENSES AND SERVICES		<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY		10,000	0
			0	10,000
			<hr/>	<hr/>
			10,000	10,000
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	OEC CASAS adm equipment			
<b>bc10pn107g</b>	<b>1/7/2011</b>	<b>B007159</b>		
2000	CLASSIFIED/OTHER NONACADEMIC		<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		83	0
5000	OPERATING EXPENSES AND SERVICES		0	33
			0	50
			<hr/>	<hr/>
			83	83
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	WBC/WE printer repair/mileage			
<b>bc10pn107h</b>	<b>1/7/2011</b>	<b>B007160</b>		
2000	CLASSIFIED/OTHER NONACADEMIC		<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		3,500	0
			0	3,500
			<hr/>	<hr/>
			3,500	3,500
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SCC Title V benefits/trav mtg			
<b>bc10pn107i</b>	<b>1/7/2011</b>	<b>B007161</b>		
4000	SUPPLIES AND MATERIALS		<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		0	1,500
			1,500	0
			<hr/>	<hr/>
			1,500	1,500
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	Res Dev PC robotic instr suppl			
<b>bc10pn107j</b>	<b>1/7/2011</b>	<b>B007162</b>		
2000	CLASSIFIED/OTHER NONACADEMIC		<u>From</u>	<u>To</u>
7000	OTHER OUTGO		0	10,000
			10,000	0
			<hr/>	<hr/>
			10,000	10,000
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SAC Counsel salary/conf			
<b>bc10pn113b</b>	<b>1/13/2011</b>	<b>B007165</b>		
1000	ACADEMIC SALARIES		<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	500
			500	0
			<hr/>	<hr/>
			500	500
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	SP#1507 FIN P/T faculty			

Board of Trustees  
**SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS**  
1/1/2011 - 1/31/2011

**Fund 12: General Fund Restricted**

<b>bc10pn113m</b>		<b>1/13/2011</b>	<b>B007176</b>		
1000	ACADEMIC SALARIES			<u>From</u>	<u>To</u>
				0	19,325
3000	EMPLOYEE BENEFITS			0	6,941
5000	OPERATING EXPENSES AND SERVICES			26,266	0
				<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
				<b>26,266</b>	<b>26,266</b>
<b>Reason:</b>	Special Project Adjustment				
<b>Description:</b>	SAC coordinator LHE Spr'11				
<b>bc10pn113p</b>		<b>1/13/2011</b>	<b>B007178</b>		
4000	SUPPLIES AND MATERIALS			<u>From</u>	<u>To</u>
				150	0
5000	OPERATING EXPENSES AND SERVICES			0	150
				<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
				<b>150</b>	<b>150</b>
<b>Reason:</b>	Special Project Adjustment				
<b>Description:</b>	SCC student FWS fingerprint				
<b>bc10pn113s</b>		<b>1/13/2011</b>	<b>B007181</b>		
1000	ACADEMIC SALARIES			<u>From</u>	<u>To</u>
				0	3,080
3000	EMPLOYEE BENEFITS			0	427
5000	OPERATING EXPENSES AND SERVICES			3,507	0
				<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
				<b>3,507</b>	<b>3,507</b>
<b>Reason:</b>	Special Project Adjustment				
<b>Description:</b>	SAC BSI 3 LHE Spr'11				
<b>bc10pn119b</b>		<b>1/19/2011</b>	<b>B007189</b>		
4000	SUPPLIES AND MATERIALS			<u>From</u>	<u>To</u>
				10	0
5000	OPERATING EXPENSES AND SERVICES			0	10
				<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
				<b>10</b>	<b>10</b>
<b>Reason:</b>	Special Project Adjustment				
<b>Description:</b>	OEC vocational website fee				
<b>BC10JP119A</b>		<b>1/19/2011</b>	<b>B007191</b>		
1000	ACADEMIC SALARIES			<u>From</u>	<u>To</u>
				5,309	0
4000	SUPPLIES AND MATERIALS			0	1,309
5000	OPERATING EXPENSES AND SERVICES			0	4,000
				<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
				<b>5,309</b>	<b>5,309</b>
<b>Reason:</b>	Special Project Adjustment				
<b>Description:</b>	Purch software license & AT				
<b>BC10JP119B</b>		<b>1/19/2011</b>	<b>B007192</b>		
4000	SUPPLIES AND MATERIALS			<u>From</u>	<u>To</u>
				945	0
5000	OPERATING EXPENSES AND SERVICES			0	945
				<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
				<b>945</b>	<b>945</b>
<b>Reason:</b>	Special Project Adjustment				
<b>Description:</b>	Trsf fds for ads in Pennysaver				

**Fund 12: General Fund Restricted**

<b>bc10pn120d</b>		<b>1/20/2011</b>	<b>B007196</b>	<b>From</b>	<b>To</b>
1000	ACADEMIC SALARIES			0	2,165
2000	CLASSIFIED/OTHER NONACADEMIC			2,000	0
3000	EMPLOYEE BENEFITS			165	0
				<hr/>	<hr/>
				<b>2,165</b>	<b>2,165</b>

**Reason:** Special Project Adjustment  
**Description:** SCC Title V Grant stipend

<b>bc10pn120e</b>		<b>1/20/2011</b>	<b>B007197</b>	<b>From</b>	<b>To</b>
4000	SUPPLIES AND MATERIALS			0	2,000
5000	OPERATING EXPENSES AND SERVICES			2,000	0
				<hr/>	<hr/>
				<b>2,000</b>	<b>2,000</b>

**Reason:** Special Project Adjustment  
**Description:** SAC Stu Svcs/GEAR UP food

<b>bc10pn120f</b>		<b>1/20/2011</b>	<b>B007198</b>	<b>From</b>	<b>To</b>
4000	SUPPLIES AND MATERIALS			425	0
5000	OPERATING EXPENSES AND SERVICES			0	425
				<hr/>	<hr/>
				<b>425</b>	<b>425</b>

**Reason:** Special Project Adjustment  
**Description:** SAC Stu Svcs/GEAR UP transport

<b>bc10pn121a</b>		<b>1/21/2011</b>	<b>B007201</b>	<b>From</b>	<b>To</b>
4000	SUPPLIES AND MATERIALS			1,480	0
5000	OPERATING EXPENSES AND SERVICES			0	180
6000	CAPITAL OUTLAY			0	1,300
				<hr/>	<hr/>
				<b>1,480</b>	<b>1,480</b>

**Reason:** Special Project Adjustment  
**Description:** SAC SCE expenses

<b>bc10pn124a</b>		<b>1/24/2011</b>	<b>B007206</b>	<b>From</b>	<b>To</b>
4000	SUPPLIES AND MATERIALS			0	3,200
5000	OPERATING EXPENSES AND SERVICES			0	900
6000	CAPITAL OUTLAY			4,100	0
				<hr/>	<hr/>
				<b>4,100</b>	<b>4,100</b>

**Reason:** Special Project Adjustment  
**Description:** SAC softwr lic/suppl/neg bal

<b>bc10pn125c</b>		<b>1/25/2011</b>	<b>B007210</b>	<b>From</b>	<b>To</b>
4000	SUPPLIES AND MATERIALS			700	0
5000	OPERATING EXPENSES AND SERVICES			0	700
				<hr/>	<hr/>
				<b>700</b>	<b>700</b>

**Reason:** Special Project Adjustment  
**Description:** SAC SCE wiring quote

**Fund 12: General Fund Restricted**

<b>bc10pn125h</b>		<b>1/25/2011</b>	<b>B007215</b>	<b><u>From</u></b>	<b><u>To</u></b>
3000	EMPLOYEE BENEFITS			62	0
4000	SUPPLIES AND MATERIALS			0	84
6000	CAPITAL OUTLAY			22	0
				<hr/>	<hr/>
				<b>84</b>	<b>84</b>

**Reason:** Special Project Adjustment  
**Description:** DMC GIS proj GIS unit's tax

<b>bc10pn128g</b>		<b>1/28/2011</b>	<b>B007235</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	ACADEMIC SALARIES			2,000	0
2000	CLASSIFIFED/OTHER NONACADEMIC			0	2,000
				<hr/>	<hr/>
				<b>2,000</b>	<b>2,000</b>

**Reason:** Special Project Adjustment  
**Description:** SCC CS student assistant

<b>bc10pn128i</b>		<b>1/28/2011</b>	<b>B007237</b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	ACADEMIC SALARIES			0	366
3000	EMPLOYEE BENEFITS			366	0
				<hr/>	<hr/>
				<b>366</b>	<b>366</b>

**Reason:** Special Project Adjustment  
**Description:** Program facilitation-not CD

<b>bc10pn128j</b>		<b>1/28/2011</b>	<b>B007238</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIFED/OTHER NONACADEMIC			0	15,560
4000	SUPPLIES AND MATERIALS			15,560	0
				<hr/>	<hr/>
				<b>15,560</b>	<b>15,560</b>

**Reason:** Special Project Adjustment  
**Description:** SAC GEAR UP IV student assts

<b>bc10pn128k</b>		<b>1/28/2011</b>	<b>B007239</b>	<b><u>From</u></b>	<b><u>To</u></b>
2000	CLASSIFIFED/OTHER NONACADEMIC			0	480
3000	EMPLOYEE BENEFITS			0	57
5000	OPERATING EXPENSES AND SERVICES			537	0
				<hr/>	<hr/>
				<b>537</b>	<b>537</b>

**Reason:** Special Project Adjustment  
**Description:** SAC UB event custodial fees



**Fund 12: General Fund Restricted**

		1/31/2011	B007240	<u>From</u>	<u>To</u>
bc10pn131a					
5000	OPERATING EXPENSES AND SERVICES			2,763	0
6000	CAPITAL OUTLAY			0	2,763
				<hr/>	<hr/>
				2,763	2,763

**Reason:** Special Project Adjustment  
**Description:** SAC BSI D-434 new projector

**Summary by Major Object for Fund 12**

		<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	0	31,096
2000	CLASSIFIED/OTHER NONACADEMIC	0	5,564
3000	EMPLOYEE BENEFITS	0	8,822
4000	SUPPLIES AND MATERIALS	12,369	0
5000	OPERATING EXPENSES AND SERVICES	32,054	0
6000	CAPITAL OUTLAY	0	8,941
7000	OTHER OUTGO	10,000	0
		<hr/>	<hr/>
		54,423	54,423

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BOARD REPORT / BUDGET TRANSFERS**

**From 1 / 1 / 2011 To 1 / 31 / 2011  
Board Meeting on 2 / 22 / 2011**

**FUND: 33 CHILD DEVELOPMENT FUND**

**BACKGROUND**

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

**ANALYSIS**

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
3000	EMPLOYEE BENEFITS	\$1,000	
4000	SUPPLIES AND MATERIALS		\$698
5000	OPERATING EXPENSES AND SERVICES		302
	Total Transfer	\$1,000	\$1,000

**RECOMMENDATION**

It is recommended the Board approve the budget transfers as presented.

**Fund 33: Child Development Fund**

<b>bc10pn113g</b>	<b>1/13/2011</b>	<b>B007170</b>	<b><u>From</u></b>	<b><u>To</u></b>
3000	EMPLOYEE BENEFITS		1,000	0
4000	SUPPLIES AND MATERIALS		0	698
5000	OPERATING EXPENSES AND SERVICES		0	302
			<hr/> 1,000	<hr/> 1,000
<b>Reason:</b>	Special Project Adjustment			
<b>Description:</b>	CDS neg bal/admin supplies			

**Summary by Major Object for Fund 33**

		<b><u>From</u></b>	<b><u>To</u></b>
3000	EMPLOYEE BENEFITS	1,000	0
4000	SUPPLIES AND MATERIALS	0	698
5000	OPERATING EXPENSES AND SERVICES	0	302
		<hr/> 1,000	<hr/> 1,000



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BOARD REPORT / BUDGET TRANSFERS**

**From 1 / 1 / 2011 To 1 / 31 / 2011**

**Board Meeting on 2 / 22 / 2011**

**FUND: 41 CAPITAL OUTLAY PROJECTS FUND**

**BACKGROUND**

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

**ANALYSIS**

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES AND SERVICES		\$3,000
7900	CONTINGENCY OR RESERVE	\$3,000	
	Total Transfer	\$3,000	\$3,000

**RECOMMENDATION**

It is recommended the Board approve the budget transfers as presented.

Board of Trustees  
**SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS**  
1/1/2011 - 1/31/2011

**Fund 41: Capital Outlay Projects Fund**

		<u>From</u>	<u>To</u>
bc10pn128h	1/28/2011 B007236		
5000	OPERATING EXPENSES AND SERVICES	0	3,000
7900	CONTINGENCY OR RESERVE	3,000	0
		<hr/>	<hr/>
Reason:	Special Project Adjustment	3,000	3,000
Description:	SAC Bldg U parkway cover		

**Summary by Major Object for Fund 41**

		<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES	0	3,000
7900	CONTINGENCY OR RESERVE	3,000	0
		<hr/>	<hr/>
		3,000	3,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Accept the Bond Oversight Committee Annual Report of Activities 2010	
Action:	Request for Acceptance	

**BACKGROUND**

With the district's successful passage of the Measure E Bond in November 2002, the Board of Trustees appointed a Citizen's Bond Oversight Committee to comply with the requirements of Proposition 39. One of the responsibilities and duties of the Bond Oversight Committee is to report annually to the Board of Trustees and the community on the district's compliance on all the requirements of a Proposition 39 bond including the annual financial and performance audits. This annual report has been reviewed by the Bond Oversight Committee at its February 10, 2011 meeting and has approved the report.

**ANALYSIS**

A copy of the report was provided with the Board docket. Printed copies of this report will be available to the community at their request. The report, in pdf format, will also be available on the district website. This report covers bond funded activities for the January 1 – December 31, 2010 period and financial information on fiscal year July 1, 2009 – June 30, 2010.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the Bond Oversight Committee's Annual Report for 2010 as presented.

Fiscal Impact:	None	Board Date: February 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

*Keeping the Promise to Voters*

**Citizens' Bond Oversight Committee Annual  
REPORT TO THE COMMUNITY**

**2010**



**RANCHO SANTIAGO**

COMMUNITY COLLEGE DISTRICT

Santa Ana College • Santiago Canyon College





# Rancho Santiago Community College District

The Rancho Santiago Community College District (RSCCD) prepares students for university transfer and to earn two-year associate degrees and professional certificates. Students also attend classes to learn the skills and knowledge needed for career advancement and to maintain professional certifications. The district serves about 25,000 students at its two main college campuses and off-site instructional facilities, as well as another 20,000 students at two adult education centers. Most students live or work in Santa Ana, Garden Grove, Anaheim Hills, Tustin, Orange, Villa Park and portions of Irvine. The district's facilities includes: Santa Ana and Santiago Canyon Colleges; the Digital Media Center, Regional Fire Technology Center and the Orange County Sheriff's Regional Training Academy – satellite facilities of Santa Ana College (SAC); and the Orange and Centennial Education Centers.

Last year, the district awarded 3,834 associate degrees, professional certificates and certificates of achievement. In addition, more than 2,520 students transferred to University of California, California State University and private college campuses.

Moreover, the college district plays an important role in economic and workforce development by offering an array of free or affordable educational opportunities to small business owners and entrepreneurs. Finally, RSCCD is one of the largest employers in central Orange County with more than 2,900 employees. Learn more about the college district at [www.rscdd.edu](http://www.rscdd.edu).

# Modernized Facilities are Foundational to Student Success

## *A Letter from the 2010 Chair*

Measure E continues to contribute to the education and training of thousands of current and future generations of students who will learn valuable workplace skills, transfer to universities to obtain advanced degrees, secure employment, and contribute to a strong local economy by being gainfully employed.

As the chair of the 2010 Citizens' Bond Oversight Committee, I am pleased to report that the district received excellent ratings on all independent financial and compliance audits pertaining to Measure E projects. The Citizens' Bond Oversight Committee has, once again, confirmed that all bond funds have been expended on appropriate Measure E projects.

Moreover, the college district continues to maximize limited local bond dollars by seeking state funding and forging innovative partnerships. One example includes the new Science Center at Santiago Canyon College (SCC), which opened in June 2010. This project, funded by state construction and Measure E funds, has expanded the science curriculum to include microbiology, anatomy, and organic chemistry. These courses are only now available through the completion of the Science Center, which includes laboratories specially equipped with industry-specific technical equipment and instruments.

Without question, the college district continues to deliver on its promise to complete the facilities master plans at each campus and the district operations center.

Finally, as I transition off the Committee, completing my years of service, I extend appreciation to the Citizens' Bond Oversight Committee members, who as caring community volunteers have served with dedication and distinction to ensure your tax dollars are wisely spent.

Sincerely,



Lan Quoc Nguyen, Esq.  
Chair  
2010 Citizens' Bond Oversight Committee





# Independently Appointed Citizens' Bond Oversight Committee

Under Proposition 39, all expenditures are reviewed by an independent Citizens' Bond Oversight Committee appointed annually by the RSCCD Board of Trustees to ensure all expenditures are directed to new construction and facility improvements. Committee members serve as volunteers, are not compensated for their service, may serve two-year terms but may not exceed two consecutive terms. No committee member may be an employee of the college district or officials, vendors, contractors, or consultants of the college district. By law, the committee must include at minimum: 1) a representative from a taxpayers' association; 2) a member of the business community; 3) an active member of a senior citizens' organization; 4) an enrolled student in the college district; and 5) a member of the college district's foundation or another support organization. Two members, representing each college from the community at large, are also appointed by the Board. Citizens' Bond Oversight Committee meetings are held three times per year and are open to the public. To learn more, visit [www.rsccd.edu/cboc](http://www.rsccd.edu/cboc).

## 2010 Citizens' Bond Oversight Committee

**Lan Quoc Nguyen, Esq., Chair**

Garden Grove Unified School District Trustee • SAC Community-at-Large Member

**Alex Flores, Co-Chair**

SAC Student Government Member

### MEMBERS:

**John Acosta** • Support Organization – SAC Foundation Member

**Gloria Alvarado** • Senior Citizens' Organization Member

**Shelly Berryman** • Business Organization Member

**Linda Boone** • Support Organization – SCC Foundation Member

**Colton Long** • SCC Student Government Member

**Robert Odle** • Taxpayers' Organization Member

**Darin Woinarowicz** • SCC Community-at-Large Member



Independent auditors have given the Rancho  
🎓 Santiago Community College District consistent  
accolades for efficient use of Measure E resources.







# SANTA ANA

---

# C O L L E G E

## Completed Projects

### NEW CONSTRUCTION

- **Classroom Building** – A 16-room, 24,000-square-foot facility housing an array of classes ranging from medical assisting to mathematics and English.
- **Digital Media Center** – A 28,000-square-foot facility offering courses in television production, digital media arts, website design, graphic design and more. The facility also houses the county's only digital media business incubator.
- **Early Childhood Education Center** – A 18,200-square-foot facility that serves as a hands-on learning laboratory for human development students and an early childhood education facility for the infants and children of SAC students.
- **Electronic Marquee** – Keeps community and students informed.
- **Exercise Science Complex** – A 22,000-square-foot building with locker rooms, team classrooms, conference rooms, equipment storage and distribution areas, and faculty offices. The facility renovations included remodeling the training room, converting a portion of the gymnasium into a strength training lab and constructing a new weightlifting pavilion.
- **Maintenance and Operations Building** – Used for the storage of equipment and tools needed to maintain the campus facilities and grounds.





- **Orange County Sheriff's Regional Training Academy** – A 53,000-square-foot facility that provides training for new recruits and existing law enforcement officers through the criminal justice program.
- **Parking Lot and Lighting** – Added 198 parking spaces. Built on land acquired with Measure E funds near the new Maintenance and Operations Building.
- **Softball field, Concession Stand and Dugout** – New facilities supporting the campus' large athletics and instructional program.
- **Tennis Courts** – Resurfaced existing courts and added new ones.

## UPGRADES & MODERNIZATION

- **Baseball Complex** – Added American Disability Act (ADA) features to make the facility accessible.
- **Centennial Education Center** – Expanded and modernized the 30-year-old kitchen, which provides lunches and snacks to the 120 children enrolled in the Child Development Center. Completed other infrastructure and landscaping improvements.
- **Cook Gymnasium/Sprinklers and Restroom Addition** – Added safety feature and ADA-compliant restroom facilities.
- **Fire Water Line Improvements** – Fire safety feature.
- **Land Acquisition** – To complete the facilities master plan.
- **Modernization and Renovation** – Various improvements campus-wide to: **Phillips Hall, Art Building, Art Gallery, Dunlap Hall, some restroom facilities, Library, Administration Building, Automotive/Diesel/Welding, Cook Gymnasium and Johnson Center.**
- **Orange County Sheriff's Regional Training Academy/Obstacle Course Lighting** – Exterior lighting added to obstacle training course to expand use of facilities.



# Santiago Canyon College

## Completed Projects

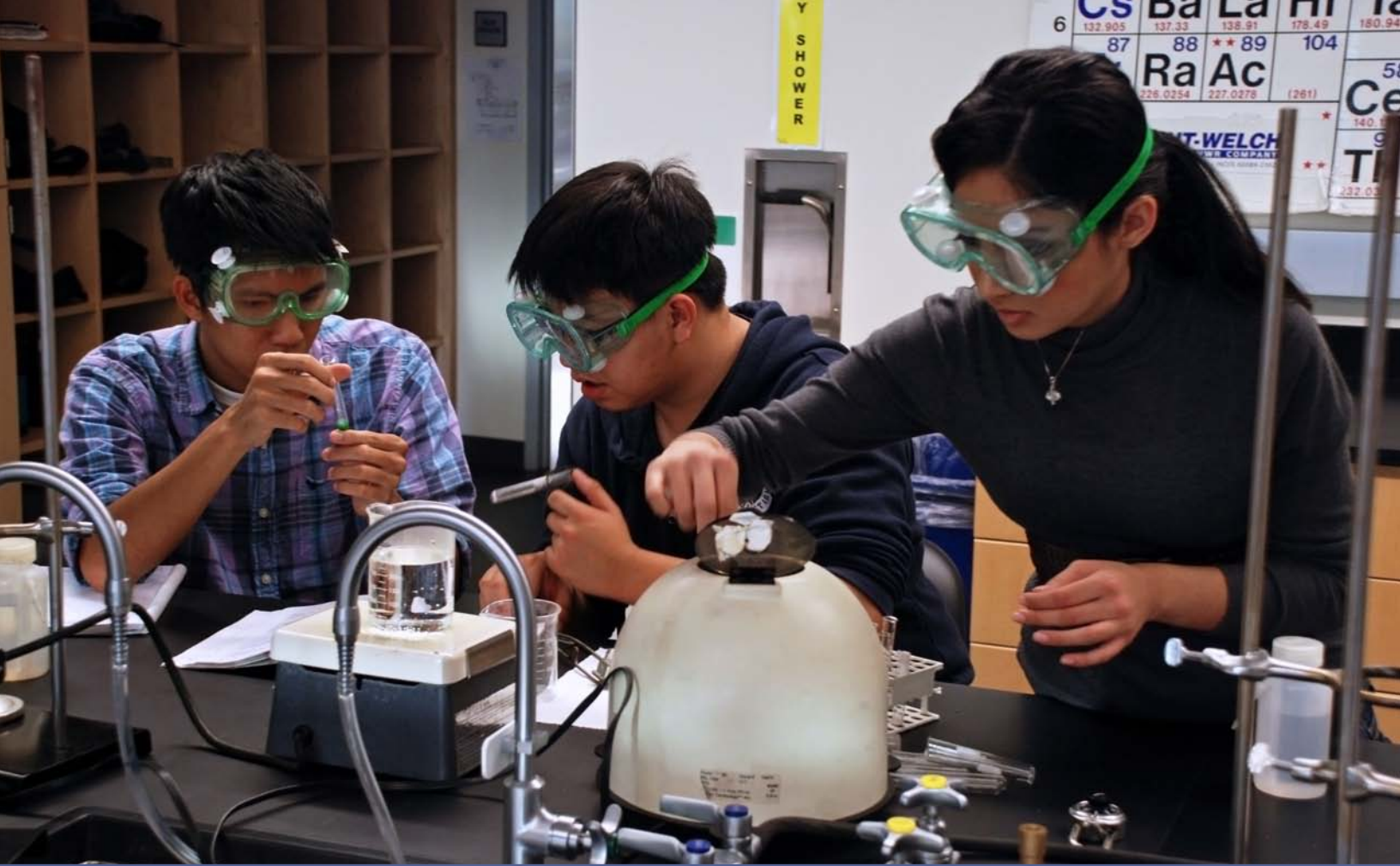
### NEW CONSTRUCTION


- **Electronic Marquee** – Keeps community and students informed.
- **Library/Learning Resource Center** – A 40,000-square-foot facility that can accommodate 10,000 volumes. Includes study locations, computer lab and training areas.
- **Maintenance and Operations Building** – Used for the storage of equipment and tools needed to maintain the campus facilities and grounds.
- **Orange Education Center** – A 92,500-square-foot education and training center offering adult basic subject, GED, business and other courses that lead to career advancement or enrollment at a two-year community college.
- **Parking Lots and Lighting** – Two parking lots have been added to support enrollment growth. The most recent one, completed in December 2010, added 1,000 parking spaces.
- **Science Center** – A 60,000-square-foot facility which enabled the campus to expand the science curriculum to include microbiology and organic chemistry.
- **Soccer Field and Scoreboard** – New facilities to support an expanding athletics and instructional program. Local youth soccer groups also use this field year-round.
- **Softball Field, Scoreboard and Dugout** – New facilities to support an expanding athletics and instructional program.
- **Student Services and Instruction Building** – A 30,000-square-foot building with large classrooms. The building also houses admissions, student financial aid and other student support services.

### UPGRADES & MODERNIZATION

- **Land Acquisition** – To complete the facilities master plan.
- **Landscaping and Grading for Future Buildings**





Since the passage of Measure E, the district has  constructed eight new instructional facilities on the main campuses and in the community.







# District Operations Center Completed Projects

## **DISTRICT-WIDE TECHNOLOGY UPGRADES**

- **Hardware/Software System** – A comprehensive technology solution integrating student records/admissions, fiscal operations and human resources.
- **Phone System** – Installed a Voice over Internet Protocol (VOIP) system at all facilities.



# 2011 Projects

## SANTA ANA COLLEGE

- **American Disability Act (ADA) improvements** – Campus-wide ADA improvements to priority projects for 2011-12.
- **Modernization and Renovation** – Underground utility work and sewer projects.
- **Additional Surface Parking** – Plans call for the addition of up to 400 spaces for students and faculty.
- **Demolition of the Former Child Development Center** – This project will make way for the relocation of athletic fields.
- **Campus Perimeter Beautification Projects** – Addition of landscaping and fencing to finish the perimeter of the campus.
- **Central Plant** – Construction of a centralized heating/air conditioning system to streamline campus-wide efficiency.
- **Cook Gymnasium** – Additional improvements including the construction of an outdoor staircase.
- **Improved Campus Entrances** – Work will begin to add new college entrances and expand and improve existing ones. Completion slated for 2012.
- **Soccer Field** – Construction to be completed in 2012.

## SANTIAGO CANYON COLLEGE

- **Gymnasium & Aquatics Complex** – Construction underway and is slated for completion in winter 2012.
- **Humanities Building** – Construction underway and is slated for completion in spring 2012.





# Future Priorities

If voters approve a statewide educational facilities bond in fall 2012, the following projects will receive state construction funds.

## SANTA ANA COLLEGE

- **Science Building** – A 55,138-square-foot facility with modern science laboratories, classrooms, computer laboratories, and study and lecture halls, which will house the science and allied health disciplines.

## SANTIAGO CANYON COLLEGE

- **Central Plant** – Centralized heating/air conditioning system for entire campus.
- **Performing Arts Center** – A 52,600-square-foot facility that will be used for instruction and as performance space for community groups.
- **Student & Community Services Building** – A 43,500-square-foot facility that would house all student services from financial aid and the student health clinic to counseling, job placement and more. The facility will include meeting and gathering spaces, where students can convene prior to and after classes.





# Measure E Project Summary

June 30, 2010

	Allocated Budget	PROJECT EXPENDITURES BY CATEGORY 2009-2010							Total Expended	Total Project Expenses
		Project Expenses 2002-2009	Site Acq., Dev. & Planning	Program & Proj. Mgmt	Design	Construction (Indirect)	Construction (Direct)	Equipment		
<b>SANTA ANA COLLEGE</b>										
Renovation of Buildings	\$ 11,473,754	7,112,459		147,088	39,561	212,063	897,360		1,296,072	8,408,531
Renovate Campus Infrastructure	20,258,043	18,316,633	359,876	74,868	45,668	99,417	262,548	18,257	860,634	19,177,267
Child Care/Classroom-Centennial Ed Center	7,843,895	842,191		122,440	10,096	41,817	12,555		186,908	1,029,099
Renovate & Expand Athletic Fields	4,554,000	2,690,131	4,710		9,952	5,074	33,996		53,732	2,743,863
Design/Construct New Math & Science Building	3,181,264								—	—
Design/Construct Child Development Center	15,296,044	316,948		581,817	112,146	357,724	6,953,192	82,639	8,087,518	8,404,466
Design/Construct Women's Locker Room	14,412,164	14,361,962				1,289			1,289	14,363,251
Design Sheriff's Training Facility	29,154,099	29,004,757			1,613	15,402	95,417	3,947	116,379	29,121,136
Design/Construct Digital Media Center	14,021,036	13,998,854							—	13,998,854
Design/Construct Parking Structure	22,241,972	2,036,918			7,884				7,884	2,044,802
<b>TOTAL SANTA ANA COLLEGE</b>	<b>142,436,271</b>	<b>88,680,853</b>	<b>364,586</b>	<b>926,213</b>	<b>226,920</b>	<b>732,786</b>	<b>8,255,068</b>	<b>104,843</b>	<b>10,610,416</b>	<b>99,291,269</b>
<b>SANTIAGO CANYON COLLEGE</b>										
SCC Infrastructure	35,258,601	24,959,151	3,127	178,449	555,498	404,818	3,393,592		4,535,484	29,494,635
Construct New Library & Resource Center	4,375,350	4,346,388				28,961			28,961	4,375,349
Design/Construct Arts, Humanities & Social Science Bldg.	36,128,950	36,128,950	1,803,899		422,968	255,502	130,994	184,236	993,700	2,797,599
Design/Construct Gymnasium Building/Pool Complex	22,262,000	1,248,602		377,723	85,920	101,442	70,839		635,924	1,884,526
Design/Construct Math & Science Center	30,161,245	15,117,104		341,205	183,160	214,194	5,775,332	868,616	7,382,507	22,499,611
Construct Additional Parking Facilities	1,192,017	1,047,212							—	1,047,212
<b>TOTAL SANTIAGO CANYON COLLEGE</b>	<b>129,378,163</b>	<b>48,522,356</b>	<b>3,127</b>	<b>1,320,345</b>	<b>1,080,080</b>	<b>880,409</b>	<b>9,423,999</b>	<b>868,616</b>	<b>13,576,576</b>	<b>62,098,932</b>
<b>DISTRICT OPERATIONS</b>										
Replace Aging Telephone & Computer Network	14,567,443	13,202,607	—	—	—	1,486	71,904	568,678	642,068	13,844,675
<b>Total Current Projects</b>	<b>\$ 286,381,877</b>	<b>150,405,816</b>	<b>367,713</b>	<b>2,246,558</b>	<b>1,307,000</b>	<b>1,614,681</b>	<b>17,750,971</b>	<b>1,542,137</b>	<b>24,829,060</b>	<b>175,234,876</b>
<b>Total Closed Out Projects</b>	<b>\$ 76,721,542</b>	<b>76,721,542</b>								
<b>Unallocated Bond Refunding</b>	<b>\$ 1,571,098</b>									
<b>Measure E Bond Program</b>	<b>\$ 364,674,517</b>	<b>227,127,358</b>								



# Balance Sheet

June 30, 2010

## REVENUE BOND CONSTRUCTION FUND MEASURE E BOND PROGRAM

### ASSETS

Cash in County Treasury	\$ 120,802,625
Interest Receivable	93,077
Due from Component Units	37,878
Prepaid Expenses	857,861
<b>TOTAL ASSETS</b>	<b>\$ 121,791,441</b>

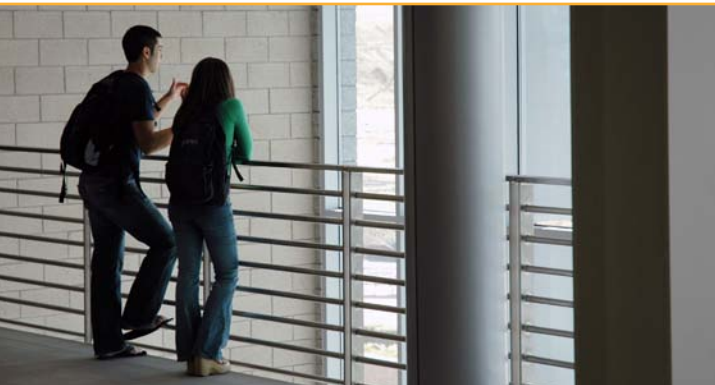
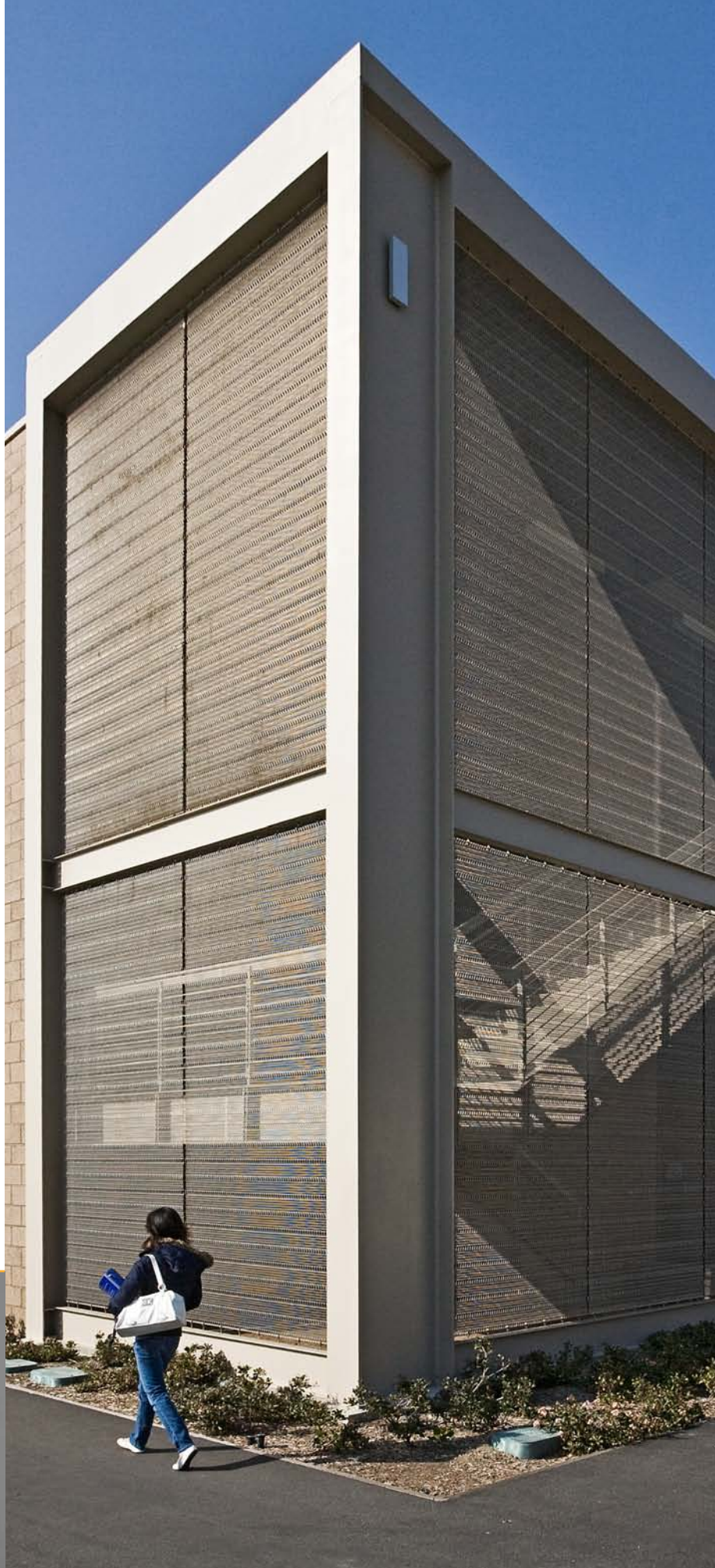
### LIABILITIES AND FUND BALANCE

#### LIABILITIES

Accounts Payable	2,524,628
<b>TOTAL LIABILITIES</b>	<b>\$ 2,524,628</b>

#### FUND BALANCE

Designated for Special Purposes	119,266,813
<b>TOTAL FUND BALANCE</b>	<b>\$ 119,266,813</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 121,791,441</b>



### **RSCCD BOARD OF TRUSTEES**

Brian E. Conley, M.A., President  
Phillip E. Yarbrough, Vice President  
Mark McLoughlin, CPSM, Clerk  
R. David Chapel, Ed.D.  
John R. Hanna  
Lawrence R. "Larry" Labrado  
Lisa Woolery, APR, M.A.  
Nathan Selvidge, Student Trustee

### **CHANCELLOR**

Raúl Rodríguez, Ph.D.

### **SANTA ANA COLLEGE PRESIDENT**

Erlinda J. Martinez, Ed.D.

### **SANTIAGO CANYON COLLEGE PRESIDENT**

Juan Vázquez



**RANCHO SANTIAGO**  
COMMUNITY COLLEGE DISTRICT

2323 NORTH BROADWAY • SANTA ANA, CA 92706-1640



**SANTA ANA**  
COLLEGE



**Santiago**  
Canyon  
College

[www.rsccd.edu](http://www.rsccd.edu)



The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

RSCCD Title IX Officer and Section 504/ADA Coordinator:  
John Didion  
2323 N. Broadway,  
Santa Ana, CA 92706  
714-480-7489



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Adoption of Resolution No. 11-02 – Conflict of Interest Code	
Action:	Request for Approval	

**BACKGROUND**

As per Title 2 California Code of Regulations, as promulgated by the California Fair Political Practices Commission, the district has a conflict of interest code which must be Board approved prior to approval by the Orange County Board of Supervisors.

**ANALYSIS**

Yearly updating of the Rancho Santiago Community College District’s previously adopted Conflict of Interest Code is required. There are no changes when compared to the prior year.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution No. 11-02 - Conflict of Interest Code as presented.

Fiscal Impact:	None	Board Date: February 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

Resolution Number #11-02

RESOLUTION OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
ADOPTING A CONFLICT OF INTEREST CODE  
WHICH SUPERCEDES ALL PRIOR CONFLICT OF  
INTEREST CODES AND AMENDMENTS  
PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the Rancho Santiago Community College District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

NOW THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of Rancho Santiago Community College District.

Section 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by Rancho Santiago Community College District and hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

Dated this 22<sup>nd</sup> day of February 2011.

Ayes:

Noes:

Absent:

Abstain:

---

Raúl Rodríguez, Ph.D.  
Secretary to the Board of Trustees

## ATTACHMENT A

### CONFLICT OF INTEREST CODE FOR THE

#### Rancho Santiago Community College District

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Rancho Santiago Community College District.

Designated employees shall file statements of economic interests with the Rancho Santiago Community College District's Political Reform Act Filing Officer, Vice Chancellor of Business Operations/Fiscal Services who will make the statements available for public inspection and reproduction (Government Code Section 82008). Upon receipt of the statements of the Board of Trustees; Chancellor; Executive Vice Chancellor, Human Resources and Educational Services; Vice Chancellor, Business Operations/Fiscal Services and Presidents, the Filing Officer shall make and retain a copy and forward the original of these statements to the Clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the Filing Officer.

**EXHIBIT A**

**Rancho Santiago Community College District**

**LIST OF DESIGNATED POSITIONS  
CONFLICT OF INTEREST CODE**

<b>Designated Positions</b>	<b>Disclosure Categories</b>
Board of Trustees	OC-1
Chancellor	OC-1
Executive Vice Chancellor, Human Resources and Educational Services	OC-1
Vice Chancellor, Business Operations/Fiscal Services	OC-1
Presidents	OC-1



**EXHIBIT B**

**Rancho Santiago Community College District**

<b>Disclosure Category</b>	<b>Disclosure Description</b>
OC-2	Assistant Vice Chancellors
OC-2	Bookstore Coordinator
OC-2	Bookstore Manager
OC-2	Buyer
OC-2	Construction Supervisor
OC-2	Director, Academic Support
OC-2	Director, Accounting
OC-2	Director, Auxiliary Services
OC-2	Director, College Advancement
OC-2	Director, Computer Programming
OC-2	Director, Digital Media Center
OC-2	Director, District Construction and Support Services
OC-2	Director, District Safety and Security
OC-2	Director, Purchasing Services
OC-2	Director, Small Business Development Center
OC-2	Director, Women's Business Center
OC-2	Executive Director, Public Affairs & Governmental Relations
OC-2	Inventory, Delivery and Storage Supervisor
OC-2	Risk Manager
OC-2	Vice Presidents

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Appointment for the Measure E Citizens' Bond Oversight Committee	
Action:	Request for Approval	

**BACKGROUND**

California Education Code 15278 requirements for bonds that are approved under the authority of Proposition 39 is the requirement of a citizens' bond oversight committee comprised of a minimum of seven (7) appointed members who satisfy various categories of membership. The board approved the membership of the original committee in December of 2002 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

**ANALYSIS**

The committee terms are based on the calendar year. Therefore, we recommend the following addition to the December 2010 appointments for the 2011 calendar year term:

Name	Membership Category	Recommended Action
Ken Purcell	SAC Foundation Representative	Appoint

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the appointment of Ken Purcell as the Santa Ana College Foundation representative to the Citizens' Bond Oversight Committee for 2011 as presented.

Fiscal Impact:	None	Board Date: February 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUSINESS OPERATIONS/FISCAL SERVICES**

To: Board of Trustees	Date: February 22, 2011
Re: Approval to hire Vicenti, Lloyd & Stutzman LLP	
Action: Request for Approval	

**BACKGROUND**

Education Code Section 84040 states that: "the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the Board of Governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy." California Code of Regulations Title 5, section 59102 states that: "Arrangements for annual audits for any fiscal year (as required by Ed Code 84040) shall be made no later than May 1<sup>st</sup> proceeding that fiscal year."

**ANALYSIS**

The accounting firm of Vicenti, Lloyd & Stutzman LLP has provided independent auditing services for the District and the Foundations for the past four fiscal years. Their proposal for auditing services for the 2010-2011 fiscal year is attached.

District Entity	2009-10	2010-11
District Audit	\$109,550	\$114,000
Rancho Santiago CCD Foundation	\$ 8,834	\$8,834
Santiago Canyon College Foundation	\$ 8,833	\$8,833
Santa Ana College Foundation	\$ 8,833	\$8,833
Measure E Bond – Fiscal Audit	\$ 2,600	\$2,600
Measure E Bond – Performance Audit	\$ 8,100	\$8,100
Women's Business Center (IWE) Grant Certification	\$ 520	\$520
Data Collection Form		\$550
Total:	\$147,270	\$152,270

Each Foundation is responsible for paying the fee associated with their audit as is the Women's Business Center (IWE). New required IRS schedules and forms must be completed and slightly increase prior years audit costs. Measure E Bond audits are funded by the district's general fund. The District will be issuing request for proposals (RFP) in late fall of 2011 for independent auditing services for the following fiscal year (2011-2012).

**RECOMMENDATION**

It is recommended that the Board of Trustees approve hiring Vicenti, Lloyd & Stutzman LLP for auditing services for the 2010-2011 fiscal year and authorize the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the District's behalf as presented.

Fiscal Impact:	\$152,270 plus mileage for FY 2010-2011	Board Date: February 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	



February 8, 2011

Peter Hardash, Vice Chancellor for Business Operations and Fiscal Services  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706

Dear Mr. Hardash and District Staff:

We are pleased to present the following proposal for audit services for the fiscal year ending June 30, 2011. Vicenti, Lloyd & Stutzman LLP has a 58-year history of providing audit services, including in-depth expertise in the education arena. Our experience will provide you great value.

This proposal includes all funds of the District including General, Debt Service, Special Revenue, and Capital Projects, as well as Foundation audits and the Proposition 39 financial and performance audits. Our understanding is to provide the following services:

- ◆ A comprehensive financial and compliance audit of all funds, books, and accounts under the jurisdiction and control of the District, including an audit of Student Financial Assistance Programs.
- ◆ A comprehensive financial and compliance audit and preparation of related tax returns for the Rancho Santiago District Foundation, the Santa Ana College Foundation, and the Santiago Canyon College Foundation.
- ◆ A comprehensive financial and performance audit of Bond Funds as required by Proposition 39.
- ◆ Preparation of the Data Collection Form in accordance with OMB Circular A-133.
- ◆ Preparation of a certification letter as required by the Women's Business Center Grant.

Our engagements are conducted, and our relationships developed, within the framework of our business philosophy:

- ◆ Our **purpose** is to "make a positive difference in our world."
- ◆ Our **mission** is to help people optimize financial information, processes, and systems to enable realization of their dreams.
- ◆ Our **goals** are to develop long-term, mutually beneficial relationships with our clients and to become their trusted advisors and strategic partners.
- ◆ Our **focus** is client satisfaction.
- ◆ Our **commitment** is the timely delivery of quality services which are priced fairly and represent excellent value.

2210 E. Route 66, Suite 100, Glendora, CA 91740

Tel 626.857.7300 | Fax 626.857.7302 | E-Mail [INFO@VLSLLP.COM](mailto:INFO@VLSLLP.COM) | Web [WWW.VLSLLP.COM](http://WWW.VLSLLP.COM) 5.6 (2)

We are eminently qualified to handle your audit and other informational needs as:

- ◆ We have a 58-year record of commitment to the education industry, and specifically community colleges.
- ◆ Education clients are the **largest single segment of our business**.
- ◆ Our personnel receive extensive training in community college accounting through seminars, workshops, courses, and publications.
- ◆ We are leaders and active participants in educational trade groups.
- ◆ Our status as a large, local firm allows us to offer a wide range of services while remaining flexible and responsive to client needs.
- ◆ We bring a strategic perspective to engagements rather than focusing exclusively on the task at hand.

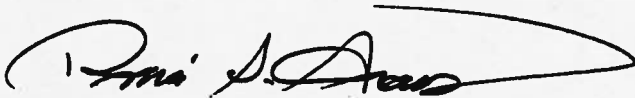
We know the language, issues, and culture of the community college education market, so you will not have to take the time to familiarize us with your business. You will also have the confidence and assurance that comes from knowing your work is being performed by a highly qualified and experienced team of industry specialists. You can go about your business and leave the audit responsibility to us.

Since we are independent of our clients, our primary goal is to provide them with objective observations regarding their financial statements, accounting controls, and financial reporting processes. We work closely with our clients to help them understand and adjust to the evolving accounting and regulatory changes in the industry.

While our technical expertise and depth of knowledge are extensive, our greatest strength lies in our people. We regularly receive comments from clients telling us how smoothly the audit has gone, how well we understand their issues and systems, how easy we are to work with and how constructively helpful and yet non-critical we are.

If you have any questions or need further information, please feel free to call us anytime. Thank you very much for your consideration. We look forward to your response.

Very truly yours,



Renée S. Graves, CPA, CGFM  
Partner  
Vicenti, Lloyd & Stutzman LLP



## **COST BID**

---

### ***SCHEDULE OF PROFESSIONAL FEES & EXPENSES***

This fee schedule is based on the detail of the work effort discussed in the audit plan for the fiscal year ending June 30, 2011:

	<u>Annual Maximum Cost</u> <u>2010-11</u>
District Financial & Compliance Audit requirements, audit of student financial assistance programs, & SAS 99 requirements)	\$ 114,000
Foundation Financial & Compliance Audits and Related Tax Returns	26,500
Certification of Women's Business Center	520
Measure E Bond Program Financial & Performance Audits	10,700
Data Collection Form	<u>550</u>
<b>Total</b>	<b><u>\$ 152,270</u></b>

The above fees were calculated assuming no significant changes in accounting principles, auditing standards, compliance requirements, or District/Foundation operations. If unforeseen circumstances should change the size or scope of the audit, we would contact the District/Foundation and discuss our estimate of additional costs. The quoted fee is dependent on all items requested at the pre-audit meeting being completed and included in the audit binder provided to District/Foundation personnel. Mileage will be billed at the most current Internal Revenue Service rate.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS AND FISCAL SERVICES**

<b>To:</b> Board of Trustees	<b>Date:</b> February 22, 2011
<b>Re:</b> Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 31, 2010	
<b>Action:</b> Request for Approval	

**BACKGROUND**

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the second quarter in fiscal year 2010-11 ended December 31, 2010.

**ANALYSIS**

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the three months covered in this report, the District has recognized 59.6% of budgeted revenues and other financing sources and 43.0% of budgeted expenditures and other outgo in the unrestricted General Fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending December 31, 2010 as presented.

<b>Fiscal Impact:</b> Not applicable	<b>Board Date:</b> February 22, 2011
<b>Prepared by:</b> Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services	
<b>Submitted by:</b> Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
<b>Recommended by:</b> Dr. Raúl Rodríguez, Chancellor	

California Community Colleges  
**QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q**  
 Fiscal Year 2010-2011

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2010

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2007-08 Actual	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	148,396,127	147,790,705	147,237,880	135,214,028
Other Financing Sources (Objects 8900)	24,803	16,237	18,428	16,500
<b>Total Unrestricted Revenues</b>	<b>148,420,930</b>	<b>147,806,942</b>	<b>147,256,308</b>	<b>135,230,528</b>
<b>Expenditures:</b>				
(Objects 1000-6000)	154,228,868	146,044,061	130,775,432	141,978,773
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,756,793	832,530	1,667,613	1,521,041
<b>Total Unrestricted Expenditures</b>	<b>156,985,661</b>	<b>146,876,591</b>	<b>132,443,045</b>	<b>143,499,814</b>
Revenues Over(Under) Expenditures	-8,564,731	930,351	14,813,263	-8,269,286
Fund Balance, Beginning	24,041,478	15,476,747	16,566,608	31,418,493
Prior Year Adjustments + (-)	0	159,510	38,622	0
<b>Adjusted Fund Balance, Beginning</b>	<b>24,041,478</b>	<b>15,636,257</b>	<b>16,605,230</b>	<b>15,902,701</b>
<b>Fund Balance, Ending</b>	<b>15,476,747</b>	<b>16,566,608</b>	<b>31,418,493</b>	<b>23,149,207</b>
% of GF Balance to GF Expenditures	9.9%	11.3%	23.7%	16.1%

ii. Annualized Attendance FTES:

Annualized FTES	2007-08	2008-09	2009-10	2010-11
(Excluding apprentices and non-residents)	32,840	34,310	30,564	30,231

iii. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2007-08	2008-09	2009-10	2010-11
General Fund Cash Balance (Excluding Borrowed Funds)	14,419,594	31,864,022	45,553,389	53,383,035

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,214,028	135,220,768	80,570,606	59.6%
Other Financing Sources (Objects 8900)	16,500	16,500	260	1.6%
<b>Total Unrestricted Revenues</b>	<b>135,230,528</b>	<b>135,237,268</b>	<b>80,570,866</b>	<b>59.6%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	141,978,773	141,994,588	61,675,631	43.4%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,521,041	1,521,041	183	0.0%
<b>Total Unrestricted Expenditures</b>	<b>143,499,814</b>	<b>143,515,629</b>	<b>61,675,814</b>	<b>43.0%</b>
Revenues Over(Under) Expenditures	(8,269,286)	(8,278,361)	18,895,052	
Adjusted Fund Balance, Beginning	31,418,493	31,418,493	31,418,493	
<b>Fund Balance, Ending</b>	<b>23,149,207</b>	<b>23,140,132</b>	<b>50,313,545</b>	
% of UGF Fund Balance to UGF Expenditures	16.1%	16.1%		



V. Has the district settled any employee contracts during this quarter? YES  NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**SALARIES**

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES  NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES  NO

Next Year?

YES  NO

**CERTIFICATION**

**Rancho Santiago Community College District**

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

\_\_\_\_\_  
District Chief Business Officer Date

\_\_\_\_\_  
District Chief Executive Officer Date

Quarter Ended: December 31, 2010

Governing Board Meeting Date: February 22, 2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Quarterly Investment Report as of December 31, 2010	
Action:	For Information	

**BACKGROUND**

Pursuant to Section 53646(b) of the Government Code the Chief Fiscal Officer may render a quarterly report on investments to the Board of Trustees within 30 days following the end of the quarter covered by the report. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

Accordingly, attached is the District's investment report for the quarter ended December 31, 2010.

**ANALYSIS**

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of December 31, 2010 for all District funds; (2) excerpts from the Orange County Treasurer's "Management Report" for the period ended December 31, 2010, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending December 31, 2010.

All investments for the quarter ended December 31, 2010 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

**RECOMMENDATION**

The quarterly investment report as of December 31, 2010 is presented as information.

Fiscal Impact:	None	Board Date: February 22, 2011
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

**Rancho Santiago Community College District  
Statement of Cash  
December 31, 2010**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	107,460,760	0.27%	Oct - Dec	48.98%
Bond Sinking Funds	10,007,057	0.27%	Oct - Dec	4.56%
All Other Funds	99,450,556	0.27%	Oct - Dec	45.33%
Local Agency Investment Fund (LAIF)	148,723	0.46%	Oct - Dec	0.07%
Revolving Fund, Refundable Deposits and Cash in Banks	2,330,388	0.00%	Oct - Dec	1.06%
	<u>219,397,484</u>			<u>100.00%</u>

## Rancho Santiago Community College District

### Cash Position December 31, 2010

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	51,127,647				2,155,388	100,000			53,383,035
Child Development Fund	12	33	500,400								500,400
Bond Fund Measure E	22	42	107,460,760								107,460,760
Bond Int & Red Fund	31	21				4,322,758					4,322,758
Bond Int & Red Fund	32	22				3,850,658					3,850,658
Bond Int & Red Fund	33	23				1,833,641					1,833,641
Capital Outlay Projects Fund	40	41	17,517,545								17,517,545
Workers' Compensation Fund	68	62	3,750,549						50,000		3,800,549
Property and Liability Fund	70	61	538,897						25,000		563,897
Retiree Benefits Fund	71	63	26,451,802							148,723	26,600,525
Student Financial Aid	74	74	(1,303,729)	24,693	842,752						(436,284)
<b>Totals</b>			<b>206,043,871</b>	<b>24,693</b>	<b>842,752</b>	<b>10,007,057</b>	<b>2,155,388</b>	<b>100,000</b>	<b>75,000</b>	<b>148,723</b>	<b>219,397,484</b>

January 14, 2010



County of Orange  
California

Robert J. Franz  
Chief Financial Officer

TO: Board of Supervisors  
Thomas G. Mauk, County Executive Officer  
Treasury Oversight Committee  
Treasurer's Advisory Committee  
Participants

FROM: Robert Franz   
Chief Financial Officer

SUBJECT: Treasurer's Management Report for Month & Year ended December 31, 2010

Attached please find the Treasurer's Management Report for the County of Orange for the month & year ended December 31, 2010. The information provided herein, including all charts, tables, graphs and numerical representations, is provided to readers solely as a general overview of the economic and market conditions which the Treasurer utilizes in making investment decisions. In addition, a complete version of this report is also available for download at our website [www.ttc.oegov.com](http://www.ttc.oegov.com).

#### CHIEF FINANCIAL OFFICER'S REPORT

In order to assist you in reading this report, please note that the current balances reflect the investments recorded in the portfolios for each particular fund for the period ending December 31, 2010. Each money market fund has an average maturity of less than sixty days, with a net asset value (NAV) falling within the range of \$0.9950 and \$1.0050. The Extended Fund shall have a duration not to exceed a leading 1-3 Year index +25%. All investments are marked to the market at the end of the reporting period due to the narrow valuation range prescribed by the Pools' Investment Policy Statement.

The reports reflect the par value (face value), the cost and market value (the price of each security at the close of the market on the last trading day of the month). Market values are derived from the Bloomberg Professional Service, a premier provider of instant access to real-time and historical financial data. The difference between the market value and book value is the unrealized gain or (loss). The Detail Transaction Report Section is provided in compliance with California Government Code Section 53607, which requires that the Treasurer file such a report with the Board of Supervisors, from whom his investment authority has been delegated.

#### APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

We have prepared a forecast for the timing of the County Investment Pool's September 2010, October 2010, November 2010 and December 2010 interest apportionments. We have posted the September 2010 and October 2010 interest apportionment to participants' cash accounts in the County general ledger on January 13 and January 14, 2011 respectively. We anticipate posting the November 2010 and

County Executive Office  
333 W. Santa Ana Blvd  
Third Floor  
Santa Ana, California  
92701-4062

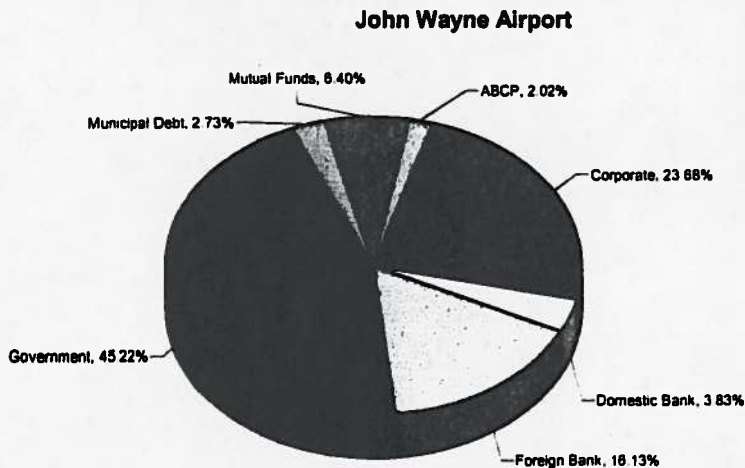
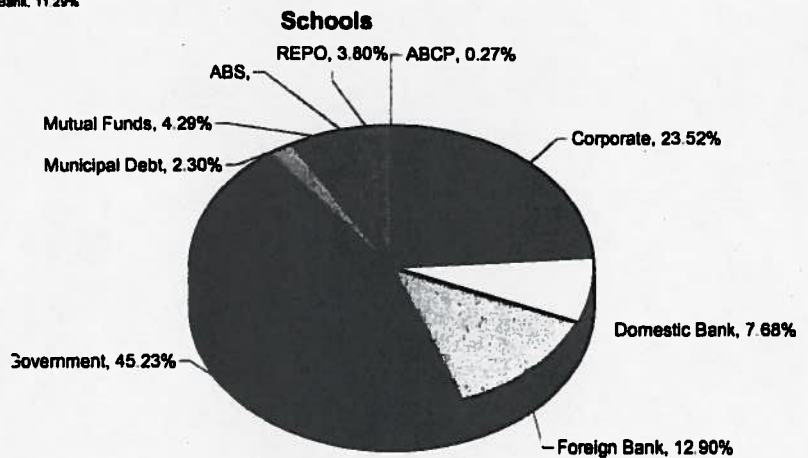
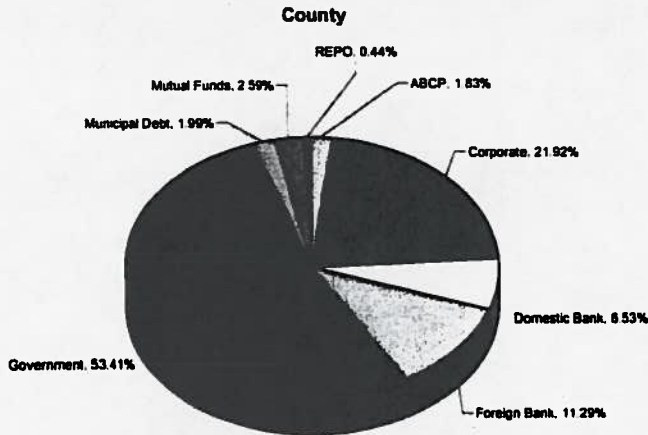
Tel: (714) 834-4304  
Fax: (714) 834-3555  
Web: [www.oegov.com](http://www.oegov.com)

December 2010 interest apportionments to participants' cash accounts in the County general ledger by approximately February 11 and February 17, 2011 respectively.

**PORTFOLIO COMPOSITION:**

The following graphs represent the County, School and John Wayne Airport investment pools' composition by issuer type. The County and School pools include their portion of the Extended Funds (Exhibit 1)

**EXHIBIT 1: Investment Pool Composition**





## **MARKET OBSERVATIONS**

Good news surrounded the Christmas retail sales season, but everyone on Wall Street had already put 2010 to bed and gone home for the holidays. So instead of reflecting on the past year, let's look at the year to come and what might transpire.

I'll posit three fearless predictions for the coming year (begin each with "For the foreseeable future," :

1.) Unemployment will not see 4.5%. In fact market participants should get used to an unemployment level closer to 7%. It has only been in the sub 5% range seven years out of the past 20. Remember this coincides with the "Tech Bubble", "irrational exuberance" and ended in tears with the "subprime mortgage" mess. To put this in perspective, during the recession, the economy lost somewhere between 8 million and 9 million jobs. Let's say it has clawed back an even 1 million in 2010. If payrolls were to advance at about 250k each month, it will take all of 2011 and all of 2012 just to get back to 2008 levels.

2.) The Federal Reserve isn't going to raise rates anytime soon. Their quantitative easing program doesn't wind down until mid 2011 and they have the dual mandate of low inflation and maximum employment (see first fearless predication). If conditions warrant and they do begin raising rates in the second half of 2011, they are not going to raise them to 5% right away. Think something more on the order of inflation plus 1%, say 3%.

3.) Gross Domestic Product (GDP) will not average 6% growth for the year. Who said steady, solid, unspectacular 3.5 % to 4.5% growth is not acceptable for an economy as large as ours? Global growth will continue to improve and so will growth in the United States. Just don't look for anything spectacular.

Three fearless predictions, nothing earth shattering and no new ground broken. Seems like a pretty good place for the US economy and global economies to be.

Our forecast for 2011 continues to be one of slow growth in the economy, coupled with an unemployment rate in the high 8% range. This coupled with a diminishing of government spending programs should keep a lid on inflation. Although our opinion is short term rates will remain low, we believe there will continue to be upward pressure on rates and are leery of locking in longer maturities.

Based on the above observations, our office will continue to take advantage of moves in the marketplace to selectively reduce our duration, while investing in securities that will protect us from higher short-term interest rates.

### **Interest Rate Forecast**

For the fiscal year 2010-2011, we are estimating an average interest yield of 1.20%.

The Treasurer's Office appreciates your continued confidence as well as the opportunity to provide you exemplary portfolio and cash management services in the future.

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**EXECUTIVE SUMMARY**

January 1, 2010 - December 31, 2010

<b>PERIOD ENDING - MONTH / YEAR</b>	<b>MONTH END MARKET</b>	<b>EARNINGS FOR MONTH</b>	<b>AVERAGE YIELD FOR</b>	<b>MONTH END WAM</b>
<b>Current Month - December 2010</b>				
County Pool - Money Market Fund	\$ 1,836,629,503	\$ 433,027	0.31%	54
Educational Pool - Money Market Fund	\$ 2,319,553,991	\$ 382,323	0.34%	58
Extended Fund	\$ 3,068,158,602	\$ 2,183,193	0.83%	682
<b>November 2010</b>				
County Pool - Money Market Fund	\$ 1,909,825,613	\$ 332,186	0.25%	56
Educational Pool - Money Market Fund	\$ 1,294,299,746	\$ 397,543	0.37%	60
Extended Fund	\$ 3,076,838,355	\$ 4,333,834	1.72%	746
<b>October 2010</b>				
County Pool - Money Market Fund	\$ 1,391,396,900	\$ 310,354	0.30%	57
Educational Pool - Money Market Fund	\$ 1,388,575,150	\$ 348,236	0.31%	54
Extended Fund	\$ 3,083,068,752	\$ 3,326,034	1.27%	736
OC Extended Fund B (Sold Serpentine)	\$ -	\$ (7,622,716)	-	-
<b>September 2010</b>				
County Pool - Money Market Fund	\$ 1,271,251,788	\$ 299,296	0.27%	57
Educational Pool - Money Market Fund	\$ 1,392,597,482	\$ 388,992	0.33%	60
Extended Fund	\$ 3,072,503,395	\$ 4,110,010	1.81%	795
OC Extended Fund B	\$ 34,698,134	\$ -	N/A	248
<b>August 2010</b>				
County Pool - Money Market Fund	\$ 1,416,333,828	\$ 505,251	0.44%	54
Educational Pool - Money Market Fund	\$ 1,432,155,046	\$ 475,517	0.41%	53
Extended Fund	\$ 3,065,956,379	\$ 3,341,027	1.27%	710
OC Extended Fund B	\$ 34,698,134	\$ -	N/A	278
<b>July 2010</b>				
County Pool - Money Market Fund	\$ 1,315,009,875	\$ 552,598	0.42%	54
Educational Pool - Money Market Fund	\$ 1,392,481,813	\$ 459,872	0.42%	52
Extended Fund	\$ 3,060,507,013	\$ 3,191,055	1.23%	511
OC Extended Fund B	\$ 33,248,593	\$ -	N/A	309
<b>June 2010</b>				
County Pool - Money Market Fund	\$ 1,706,187,007	\$ 497,327	0.34%	58
Educational Pool - Money Market Fund	\$ 1,349,698,395	\$ 450,241	0.39%	55
Extended Fund	\$ 2,799,555,894	\$ 3,590,484	1.55%	557
OC Extended Fund B	\$ 33,580,112	\$ -	N/A	340
<b>May 2010</b>				
County Pool - Money Market Fund	\$ 2,041,335,809	\$ 593,058	0.32%	55
Educational Pool - Money Market Fund	\$ 1,593,064,172	\$ 511,916	0.35%	57
Extended Fund	\$ 2,759,762,530	\$ 8,645,732	2.85%	584
OC Extended Fund B	\$ 34,559,137	\$ -	N/A	5
<b>April 2010</b>				
County Pool - Money Market Fund	\$ 2,259,602,732	\$ 592,006	0.24%	57
Educational Pool - Money Market Fund	\$ 1,835,314,711	\$ 348,913	0.31%	57
Extended Fund	\$ 2,734,552,743	\$ 4,265,867	1.88%	622
OC Extended Fund B	\$ 35,324,110	\$ -	N/A	36
<b>March 2010</b>				
County Pool - Money Market Fund	\$ 2,181,831,316	\$ 541,843	0.31%	53
Educational Pool - Money Market Fund	\$ 1,378,158,717	\$ 401,715	0.33%	58
Extended Fund	\$ 2,728,999,199	\$ 3,579,192	1.55%	631
OC Extended Fund B	\$ 36,098,323	\$ -	N/A	66
<b>February 2010</b>				
County Pool - Money Market Fund	\$ 2,091,943,820	\$ 421,985	0.26%	57
Educational Pool - Money Market Fund	\$ 1,443,531,370	\$ 365,965	0.31%	51
Extended Fund	\$ 2,618,244,956	\$ 3,680,403	1.82%	511
OC Extended Fund B	\$ 36,578,163	\$ -	N/A	97
<b>January 2010</b>				
County Pool - Money Market Fund	\$ 2,108,614,594	\$ 508,703	0.27%	55
Educational Pool - Money Market Fund	\$ 1,759,715,627	\$ 369,528	0.26%	57
Extended Fund	\$ 2,599,819,873	\$ 3,353,439	1.49%	489
OC Extended Fund B	\$ 37,098,503	\$ -	N/A	125
<b>January 1, 2010 - December 31, 2010</b>				
	<b>Annual Average</b>	<b>Total for Year</b>	<b>Annual Average</b>	<b>Annual Average</b>
County Pool - Money Market Fund	\$ 1,794,163,549	\$ 5,587,634	0.31%	56
Educational Pool - Money Market Fund	\$ 1,548,262,168	\$ 4,900,762	0.34%	56
Extended Fund	\$ 2,888,838,974	\$ 45,580,271	1.59%	631
OC Extended Fund B	\$ 26,321,767	\$ (7,622,716)	N/A	187



**ORANGE COUNTY TREASURER-TAX COLLECTOR  
INVESTMENT POOL STATISTICS  
FOR THE MONTH and QUARTER ENDED DECEMBER 31, 2010**

**INVESTMENT STATISTICS - By Investment Fund\***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Current Yield	MONTH Average Yield	Quarter Average Yield****	Current NAV
<b><u>O.C. Money Market Fund</u></b>	MARKET Value \$ 1,838,829,503 COST (Capital) \$ 1,838,105,953 MONTHLY AVG Balance \$ 1,835,948,588 QUARTERLY AVG Balance \$ 1,491,517,489 BOOK Value \$ 1,838,390,393	54	0.24%	0.31%	0.29%	1.00
<b><u>O.C. Educational Money Market Fund</u></b>	MARKET Value \$ 2,318,553,991 COST (Capital) \$ 2,319,999,782 MONTHLY AVG Balance \$ 1,314,448,199 QUARTERLY AVG Balance \$ 1,324,381,934 BOOK Value \$ 2,318,859,737	58	0.30%	0.34%	0.34%	1.00
<b><u>Extended Fund</u></b>	MARKET Value \$ 3,068,158,802 COST (Capital) \$ 3,068,997,384 MONTHLY AVG Balance \$ 3,068,057,764 QUARTERLY AVG Balance \$ 3,074,340,330 BOOK Value \$ 3,063,333,131	682	1.18%	0.83%	0.30%	1.00
<b>ALLOCATION OF EXTENDED FUNDS</b>						
<b><u>Extended Fund (X Fund) County's Share of X Fund</u></b>	MARKET Value \$ 1,717,407,325 COST (Capital) \$ 1,718,997,384 MONTHLY AVG Balance \$ 1,718,057,764 BOOK Value \$ 1,715,824,731	682	1.18%	0.83%	0.34%	1.00
<b><u>Educational Share of X Fund</u></b>	MARKET Value \$ 1,348,751,277 COST (Capital) \$ 1,350,000,000 MONTHLY AVG Balance \$ 1,350,000,000 BOOK Value \$ 1,347,508,400	682	1.18%	0.83%	0.28%	1.00

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
INVESTMENT POOL STATISTICS  
FOR THE MONTH and QUARTER ENDED DECEMBER 31, 2010**

**INVESTMENT STATISTICS - By Investment Pool\*\*\***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Current Yield	MONTH Average Yield	Quarter Average Yield****	Current NAV
<b>COMBINED POOL BALANCES</b> <i>(Includes the Extended Fund)</i>						
<i>County Pool</i>	MARKET Value \$ 3,554,038,828 COST (Capital) \$ 3,557,103,317 MONTHLY AVG Balance \$ 3,354,006,350 QUARTERLY AVG Balance \$ 3,215,857,800 BOOK Value \$ 3,552,215,125	357	0.72%	0.58%	0.28%	1.00
<i>Educational Pool</i>	MARKET Value \$ 3,688,305,267 COST (Capital) \$ 3,689,999,762 MONTHLY AVG Balance \$ 2,664,448,199 QUARTERLY AVG Balance \$ 2,674,361,934 BOOK Value \$ 3,666,168,137	288	0.75%	0.59%	0.27%	1.00

**INVESTMENT STATISTICS - Non Pooled Investments \*\***

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE
<b>Specific Investment Funds:</b> 112, 283, 480, 482, 483, 494, 497 505, 510, 514, 546, 15B	MARKET Value \$ 66,773,218 COST (Capital) \$ 66,899,722 MONTHLY AVG Balance \$ 66,947,040	Money Market Mutual Funds \$ 15,964,261 Repurchase Agreement 1,081,500 John Wayne Airport Investment Pool 49,728,260 GNMA Mortgage-Backed Security 125,700 \$ 66,899,721

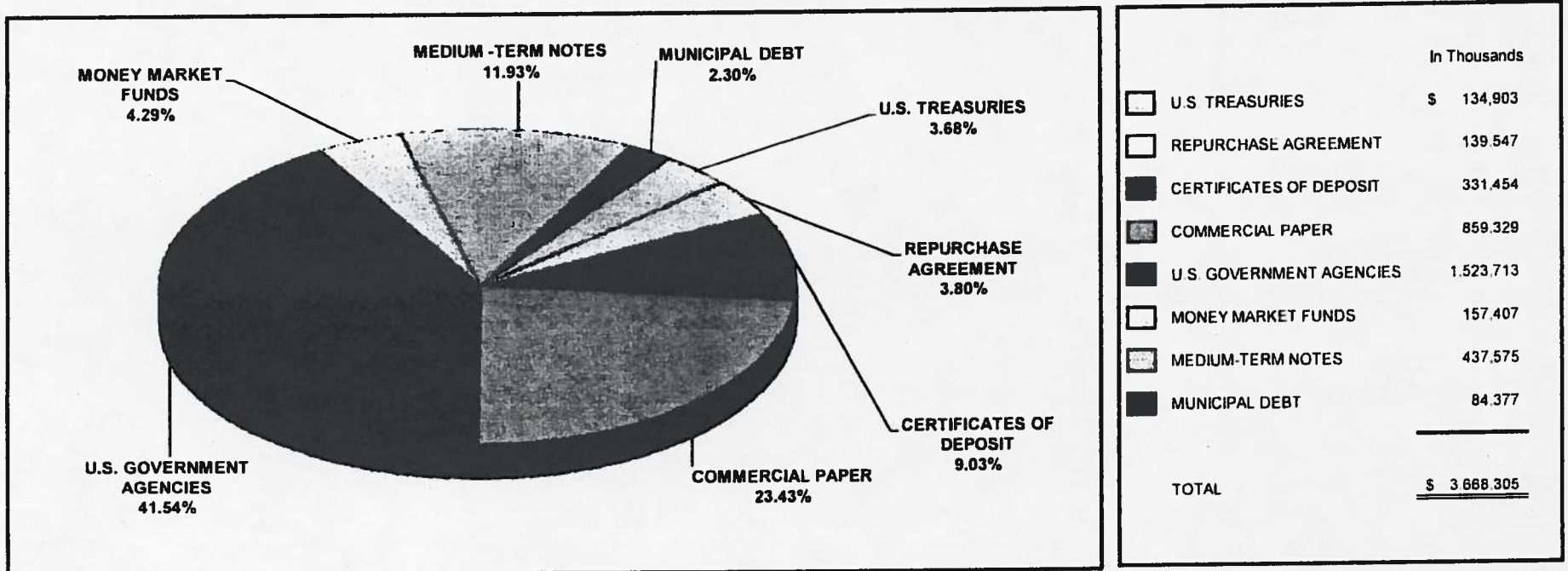
**MONTH END TOTALS**

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
County Money Market Fund \$ 1,838,105,953	County Funds \$3,520,720,102
County Cash***** (36,383,215)	School Funds 3,653,953,498
Educational Money Market Fund 2,319,999,762	Specific Investments 66,899,722
Extended Fund 3,068,987,364	
School Cash***** (18,046,264)	
Non Pooled Investments @ Cost 66,899,721	
<b>\$ 7,241,573,321</b>	<b>\$ 7,241,573,321</b>

- \* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.
- \*\* Specific non pooled investments are reported in compliance with Government Code Section 53846 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- \*\*\*The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- \*\*\*\* The fluctuation in the quarterly yield is due to the sale of Serpentine securities during the period.
- \*\*\*\*\*The Ledger balance cash overdraft is primarily due to timing differences in the recording of deposits and trade settlements.

**ORANGE COUNTY TREASURER - TAX COLLECTOR  
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL  
PORTFOLIO COMPOSITION - COMBINED \*\***

**December 31, 2010**

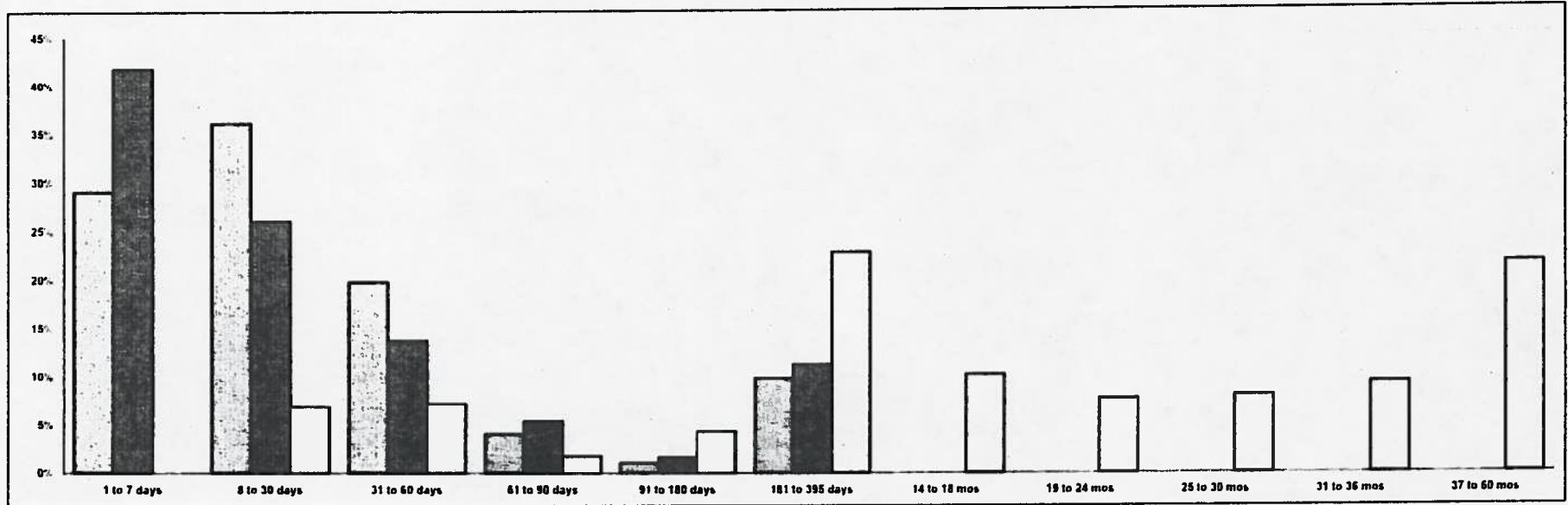


*Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement*  
 \*Educational Investment Pool Includes Money Market Fund & Extended Fund  
 \*\* Calculated Using Market Value at 12/31/2010

**ORANGE COUNTY TREASURER - TAX COLLECTOR  
ORANGE COUNTY AND EDUCATIONAL INVESTMENT POOLS**

**MATURITIES DISTRIBUTION**

December 31, 2010



O.C. INVESTMENT POOL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 535,077	29.11%
8 TO 30 DAYS	661,917	36.08%
31 TO 60 DAYS	363,874	19.83%
61 TO 90 DAYS	74,363	4.06%
91 TO 180 DAYS	20,090	1.09%
181 TO 395 DAYS	180,366	9.83%
<b>TOTAL</b>	<b>\$ 1,834,417</b>	<b>100.00%</b>

O.C. EDUCATIONAL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 963,105	41.83%
8 TO 30 DAYS	604,061	26.07%
31 TO 60 DAYS	319,727	12.80%
61 TO 90 DAYS	125,232	5.40%
91 TO 180 DAYS	58,710	1.87%
181 TO 395 DAYS	260,185	11.23%
<b>TOTAL</b>	<b>\$ 2,317,190</b>	<b>100%</b>

O.C. INVESTMENT POOL EXTENDED FUND		
	In Thousands	%
1 TO 7 DAYS	\$ -	0.00%
8 TO 30 DAYS	208,915	6.89%
31 TO 60 DAYS	219,258	7.20%
61 TO 90 DAYS	54,600	1.79%
91 TO 180 DAYS	131,150	4.31%
181 TO 395 DAYS	696,388	22.86%
14 TO 18 MONTHS	311,075	10.21%
19 TO 24 MONTHS	233,673	7.67%
25 TO 30 MONTHS	245,067	8.04%
31 TO 36 MONTHS	284,928	9.35%
37 TO 60 MONTHS	680,520	21.88%
<b>TOTAL</b>	<b>\$ 3,048,574</b>	<b>100.00%</b>

*Maturity periods are in compliance with the Orange County Treasurer's Investment Policy Statement.*

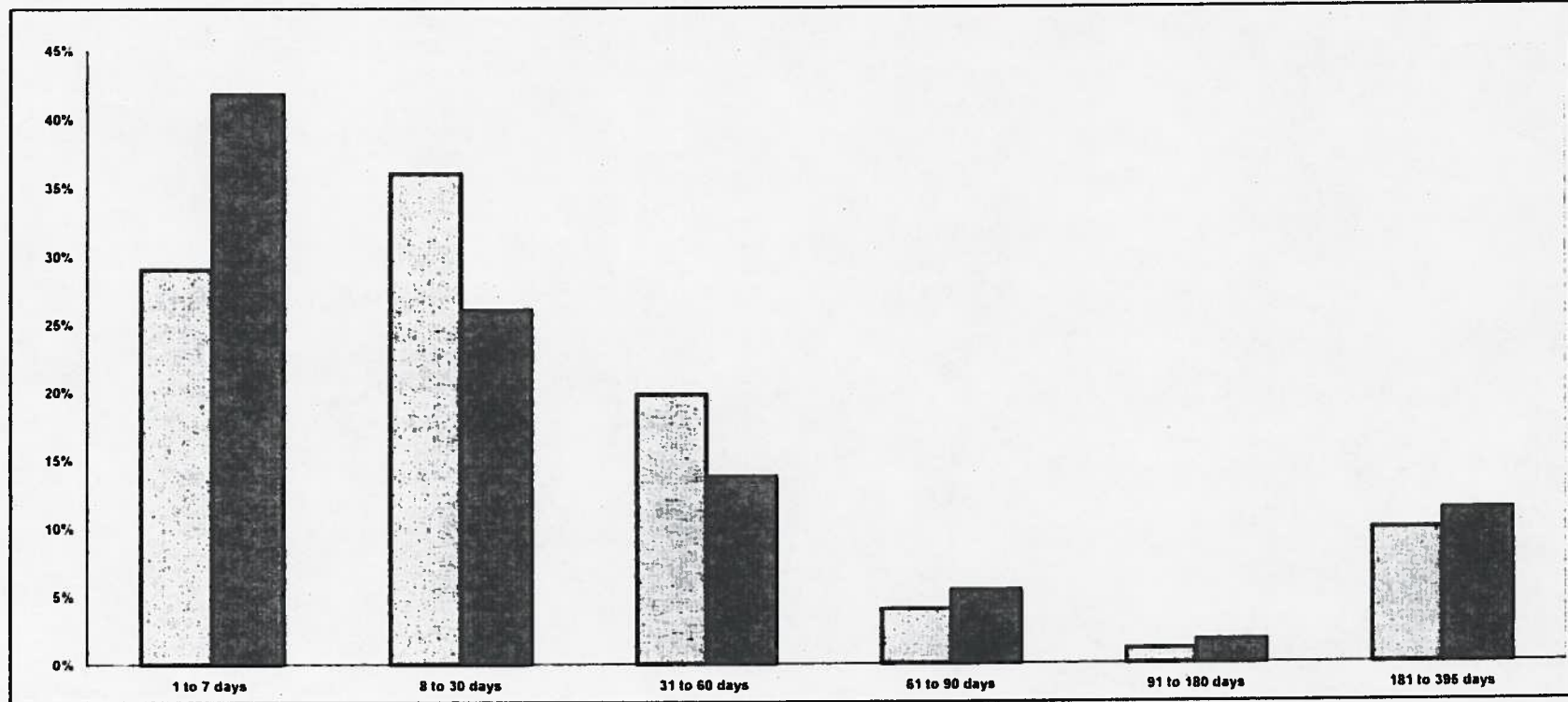
Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 12/31/2010, Floating Rate Notes comprise 28.15%, 6.90%, and 22.94% of the O.C. Money Market Fund, Extended Fund, and Educational Money Market Fund respectively.



**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**ORANGE COUNTY MONEY MARKET FUND AND EDUCATIONAL MONEY MARKET FUND**  
**MATURITIES DISTRIBUTION**

December 31, 2010



<b>O.C. INVESTMENT POOL MONEY MARKET FUND</b>		
In Thousands		
1 TO 7 DAYS	\$ 593,977	29.11%
8 TO 30 DAYS	681,917	36.08%
31 TO 60 DAYS	383,804	19.83%
61 TO 90 DAYS	74,363	4.06%
91 TO 180 DAYS	20,000	1.09%
181 TO 395 DAYS	180,395	9.83%
<b>TOTAL</b>	<b>\$ 1,834,457</b>	<b>100.00%</b>

<b>O.C. EDUCATIONAL MONEY MARKET FUND</b>		
In Thousands		
1 TO 7 DAYS	\$ 669,705	41.83%
8 TO 30 DAYS	604,061	26.01%
31 TO 60 DAYS	319,727	13.80%
61 TO 90 DAYS	125,202	5.40%
91 TO 180 DAYS	38,710	1.67%
181 TO 395 DAYS	260,185	11.23%
<b>TOTAL</b>	<b>\$ 2,117,190</b>	<b>100.00%</b>

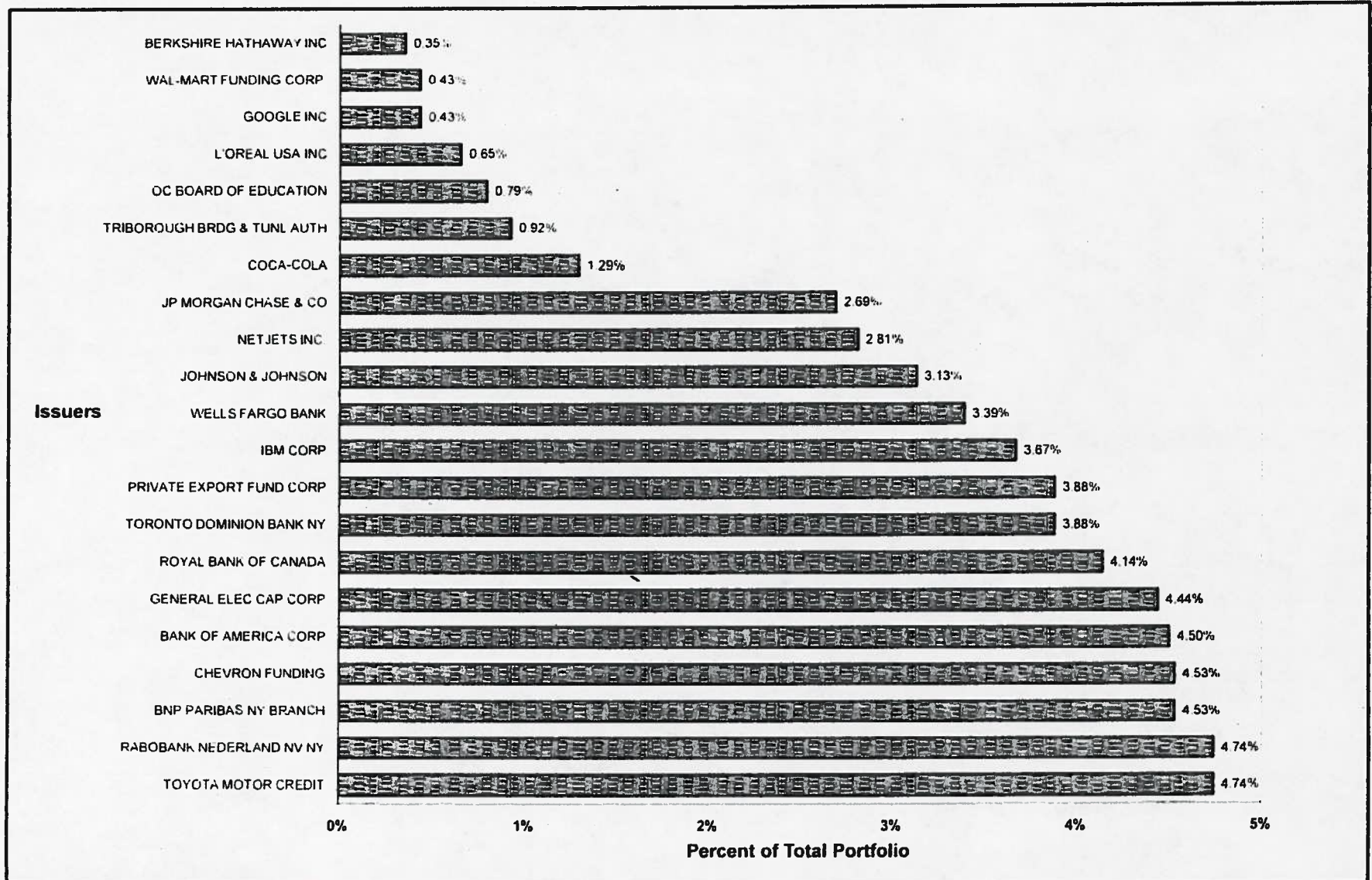
*Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement*

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date  
 As of 12/31/2010 Floating Rate Notes comprise 28.15% and 22.94% of the O.C. Money Market Fund and Educational Money Market Fund respectively

# ORANGE COUNTY TREASURER - TAX COLLECTOR

## EDUCATIONAL MONEY MARKET FUND - ISSUER CONCENTRATION

December 31, 2010





**JOHN CHIANG**

**California State Controller**

**LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE**

<b>Agency Name</b>	<b>RANCHO SANTIAGO COMM COLL DST</b>
<b>Account Number</b>	<b>75-30-010</b>

As of 01/14/2011, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2010.

<b>Earnings Ratio</b>		<b>.00001248725439840</b>
<b>Interest Rate</b>		<b>0.46%</b>
<b>Dollar Day Total</b>	<b>\$</b>	<b>13,679,849.70</b>
<b>Quarter End Principal Balance</b>	<b>\$</b>	<b>148,723.21</b>
<b>Quarterly Interest Earned</b>	<b>\$</b>	<b>170.82</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Southland Industries – Science Building Review at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

The recently completed Santiago Canyon College Science Center is experiencing mechanical heating, ventilation and air conditioning (HVAC) imbalances. The 30 classroom laboratories vent hood systems create a challenge for the HVAC system. Rebalancing of the system has not rectified the situation. It is necessary to engage the services of a firm that specializes in investigating building mechanical systems in order to identify the systems deficiencies and recommend solutions. Various other “punch list” items will also be reviewed in assisting with the Science Center’s project close out.

**ANALYSIS**

Southland Industries has experience in HVAC mechanical systems and comes recommended by the Science Center’s construction management firm, Seville Construction Services. A review proposal for the SCC Science Center is attached. The cost is not to exceed \$34,800 for the HVAC analysis plus \$11,500 for the General Conditions categories of the scope of work for a total of \$47,300.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Santiago Canyon College Science Center review proposal from Southland Industries as presented.

Fiscal Impact:	Not to exceed \$47,300	Board Date: February 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	





January 6, 2011

Mr. Jim Rogers  
Project Director  
Seville Construction Services/Santiago Canyon College  
8045 E. Chapman Ave.  
Orange, Ca 92869-4512

**Re:** Science Building Review  
Proposal #LE5541-110106-01

Dear Mr. Rogers:

I want to first thank you for taking the time to tour us through the Science Building. The tour was helpful in allowing Southland to develop our scope of work to survey and analyze the current operating problem with the Science building.

The Science building consists of two distinct buildings in an "L" shape. One of the buildings is the lab building which is being served by four (4) McQuay, variable volume DX package units for cooling and two heating hot water boilers for zone reheat. This building also includes Strobic exhaust fans used for the lab hoods. There are two controls systems. The lab hoods are controlled with Phoenix controls valves while the comfort cooling is controlled by an American Automatics Building Automation System.

The second building is a classroom building being served by one McQuay, variable volume DX package unit with two heating hot water boilers for zone reheats. The zone controls are controlled by an American Automatics Building Automation System.

Some of the things we have identified during our walk through:

1. There are numerous water leaks throughout the buildings. Some of these leaks are from the rain and it appears that some leaks may be from the reheat valves or piping.
2. One exhaust fan was found to be running backwards at the classroom building
3. The majority of the room thermostats (American Automatics) were reading 67 or 68 degrees on the LED display, yet the rooms were warm and muggy. It should be noted that all the thermostats were reading "Occupied" on the thermostat LED display

4. In both buildings the HVAC systems were running as well as the Lab Exhaust system while there was no one in the building. This condition needs further investigation as to why these systems need to be running when the building is unoccupied.
5. There are over 30 lab hoods in the lab building and offer great potential for energy savings through demand exhaust control.
6. The lab building is using Phoenix control valves for pressurization and temperature control. It is Southland's understanding that the decision to use Phoenix valves was made at the last minute. Based on Southland's discussions with the manufacturer's representative, there are some serious safety issues with this building due to extreme negative pressure. This condition can make it difficult to open the doors during a fire evacuation.
7. There does not seem to be any commissioning documents which would indicate that commissioning has not occurred.
8. Within the lab building, Southland identified two areas where the duct penetrations did not receive fire caulking.
9. Within the lab building, Southland identified some electrical conduits that need to be properly secured.
10. The majority of the classroom computer screens are on. Consideration should be given to installing software to shut down the screens. This software meets the CCC/IOU Partnership guidelines for incentives.

The above conditions were identified during a very short visual walk through of the two buildings. Additionally, Southland was asked to include review of the existing punch list items. In order to determine the specific problems and the root cause of those problems, Southland will need to conduct a detailed investigation of the mechanical systems. The investigation would consist of a mechanical, controls engineering review, site investigation of the McQuay units, boilers, controls, Phoenix valves, Strobic lab exhaust system and random investigation of the zones. The mechanical scope would consist of the following:

**A. HVAC – Controls- Lab Exhaust -Plumbing:**

**1. Job Site Survey "by System"**

- a) Engineering Review – Design Intent & Actual
- b) Mechanical Cooling Review
- c) Heating Hot Water/Zone Re-Heat Review



- d) American Automatrix Controls Review
  - e) Plumbing
  - f) Phoenix Controls Review
  - g) Strobic Exhaust System Review
- 2. Survey Analysis "by System" (to be completed after the building survey)**
- a) Engineering Review
  - b) Mechanical Cooling Review
  - c) Heating Hot Water/Zone Re-Heat Review
  - d) American Automatrix Controls Review
  - e) Plumbing
  - f) Phoenix Controls Review
  - g) Strobic Exhaust System Review
- 3. Southland Industries HVAC Recommendations (to be completed after the building analysis)**
- 4. Recommendation Budget Cost (to be completed after the building analysis)**
- 5. Energy Enhancements (to be completed after the building analysis)**
- i. Computer Screens
  - ii. Aircurity Demand Exhaust
  - iii. Re-Commissioning
  - iv. Control Sequence Modifications
  - v. Strobic Exhaust Fan Control
  - vi. Zone "non use" Shut Down
- 6. CCC/IOU Partnership Incentives (to be completed after the building analysis)**
- 7. Product Warranty Review (to be completed after building analysis)**

Southland can complete the analysis of the systems listed above and prepare a report listing all the deficiencies, recommended solutions, energy enhancements and budgeted implementation costs.

Total HVAC Analysis Cost -----**\$34,800.00**

The above price includes straight time labor for site inspection for the above scope, engineering review costs, controls costs, project management, report generation and documentation.



**B. General Conditions:**

Southland did identify several items that would fall into the General Contracting category. These include the roof leaks as identified during the initial walk through. Southland can include the following systems as part of the overall investigation and analysis to include:

1. **General Conditions Job Site Survey "by System"**
  - a. General Contracting Issues Review
    - i. Electrical
    - ii. Punch List
    - iii. Card Access/Security
    - iv. Lighting
  
2. **General Conditions Survey Analysis "by System" (to be completed after the building survey)**
  - a) General Contracting Issues Review
    - i. Electrical
    - ii. Punch List
    - iii. Card Access/Security
    - iv. Lighting
  
3. **Southland Industries General Conditions Recommendations (to be completed after the building analysis)**
  
4. **Recommendation General Conditions Budget Cost (to be completed after the building analysis)**
  
5. **Energy Enhancements (to be completed after the building analysis)**
  
6. **CCC/IOU Partnership Incentives (to be completed after the building analysis)**
  
7. **Product Warranty Review (to be completed after building analysis)**

Southland can complete the above systems analysis and prepare a report listing all the deficiencies recommended solutions, energy enhancements and budgeted implementation costs.

Total General Conditions Analysis Cost ----- **\$11,500.00**



The above price includes straight time labor for site inspection for all the above trades, project management, report generation and documentation.

With your approval, Southland will schedule the investigation and analysis through your office. Southland will need access to all design drawings, title 24 calculations, basis of design, start up data, commissioning reports, air and water balance reports, as built and any other note or comments that will provide information as to the design and installation process.

Please call me with any questions at (714) 901-5800, extension 2105.

Respectfully,

*Lance English*

Southland Industries  
Business Development

This Agreement may be terminated by either party at any time without cause by that party notifying the other in writing at least Ten (10) calendar days prior to the date of termination. Upon such termination, CONSULTANT shall be entitled only to payment of its actual unpaid cost for labor and materials, plus a markup on those total costs of 15%, if for a lump sum contract or for the labor hours actually incurred prior to the termination if on an hourly contract. In no event shall the total sums paid to CONSULTANT exceed the agreed Contract price.

Failure to comply with any of the terms and/or conditions of this Agreement shall constitute default by the CONSULTANT. The DISTRICT may terminate the Contract immediately upon default of CONSULTANT. No prior notice of default is required. In the event the DISTRICT terminates this Agreement due to CONSULTANT's default, CONSULTANT shall be entitled only to payment of its actual unpaid cost for labor and materials (for materials reimbursable under this Agreement), without any markups whatsoever, less any amounts expended by the DISTRICT to correct or repair work improperly performed by CONSULTANT.

Unless otherwise specified, the CONSULTANT shall render invoices in duplicate for materials delivered or services performed under this Agreement. Invoice must bear either Agreement or PO number. The DISTRICT shall make payment for materials, supplies or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Additional Architectural Services for the Baseball Complex at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On June 30, 2008, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and landscaping documents for the Baseball Complex at Santa Ana College.

**ANALYSIS:**

As noted in the attached request, the need for an irrigation designer as well as a structural engineer, additional design studies and document revisions required additional architectural services of LPA in order to complete construction. The specific changes and costs are listed on the attached Professional Services Authorization (PSA).

The cost for these additional services is estimated at \$3,000.00 with no additional reimbursable expenses.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the request for additional services provided by LPA, Inc. in the amount of \$3,000.00 as presented.

Fiscal Impact:	\$3,000.00, estimated	Board Date: February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

### PROFESSIONAL SERVICES AUTHORIZATION

Client: <b>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</b> <b>2323 N. Broadway, Suite 112</b> <b>Santa Ana, CA 92706</b>	Project No.: <b>28015.10</b>	Date: <b>May 13, 2010</b>
Attn: <b>Darryl Odum</b>	Project: <b>Santa Ana College - Baseball Complex</b>	Location: <b>Santa Ana</b>
Phone: _____ Fax: _____	Office: <b>Irvine</b>	PSA No.: <b>2 - Revised</b>
	Client Contract: _____	Issued By: <b>SOS</b>
	Client Job No.: _____	LPA PIC: <b>Chris Torrey</b>
		License #: <b>C17881</b>
		LPA PM: <b>Rich Bienvenu</b>

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' on the back of this form for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

**Santa Ana College - Baseball Complex located within the Rancho Santiago Community College District.**

LPA will provide:  New Services  Additional Services  Revised Scope of Services

Services shall include:

**Design Studies and contract document revisions for the baseball field per the attached Scope of Services dated February 24, 2010.**

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

**Pursuant to project schedule.**

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee:	<b>Fixed Fee</b>	<b>\$3,000.00</b>
Reimbursable Expenses:	<b>None</b>	<b>\$0.00</b>

The following consultants shall provide services for this scope of services:

**Irrigation Designer**  
**Structural Engineer**

Special Conditions:

**None**

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$24,500.00	\$2,450.00	\$26,950.00
Total of Previous Addenda:	<u>\$7,000.00</u>	<u>\$0.00</u>	<u>\$7,000.00</u>
Previous Totals:	\$31,500.00	\$2,450.00	\$33,950.00
This PSA Amount:	<u>\$3,000.00</u>	<u>\$0.00</u>	<u>\$3,000.00</u>
New Fee Totals:	\$34,500.00	\$2,450.00	\$36,950.00

Client Authorized Signature

Date

*Darryl Odum* 2/8/11

LPA Authorized Signature

Date

*Christopher D. Torrey*

May 17, 2010

Christopher D. Torrey, AIA, Principal, LEED® AP

RB

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Additional Fees for Construction Management Services for the Child Development Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On October 13, 2008, the Board of Trustees approved an agreement with Bernards Builders and Management Services. Within that agreement the District has agreed to pay compensation based on final construction costs for this project.

**ANALYSIS:**

As noted in the attached proposal dated February 2, 2011 from Bernards Builders and Management Services, the proposal is based on 7.7% of the final and actual costs of construction of the Child Development Center at Santa Ana College which is \$7,914,777.00.

The total and final addition of fees for the services provided during the construction of the Child Development Center is \$31,937.00 with additional reimbursable expenses of \$2,048.00. The total estimated contract amount for this project is \$736,047.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the additional operating costs for Bernards Management Services as presented.

Fiscal Impact:	\$31,937.00, plus 2,048.00 for reimbursables	Board Date: February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	





February 2, 2011

Mr. Darryl Odum  
Director, District Construction & Support Services  
2323 North Broadway, Suite 112  
Santa Ana, California 92706

Via: Electronic Mail

Subject: Rancho Santiago Community College District  
Santa Ana College: Child Development Center  
*Reimbursable Cost Request and Final Contract  
Change order*

Dear Darryl,

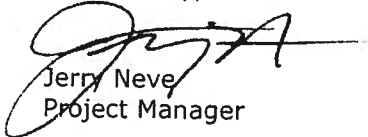
In accordance with the terms of the Construction Management Services Agreement dated July 13, 2009 between Rancho Santiago Community College District and Bernard's, the parties agree to item #3 and #4 regarding Compensation for additional services and Reimbursable expenses. This state's "District shall be liable for additional Compensation for services and costs paid or incurred by Contractor in performing services for the District, except as follows: See Exhibit 'B'."

Enclosed please find a copy of Exhibit 'B' as referenced above,

1. Bernard's' Change Order Request No. 3 for Compensation in the amount of \$31,937.00 for adjustment in contract. Bernard's original management fee was based on a contract value of \$7,500,000.00. Final contract value at close of project, \$7,914,777.00. Variance between contracts values, \$414,777.00 @ 7.7%, Total Adjusted value, \$31,937.00.
2. Bernard's' Change Order Request No. 3 for reimbursable funds in the amount of \$2,048.00

Should you have any questions or concerns, feel free to contact me at (714) 568-4538.

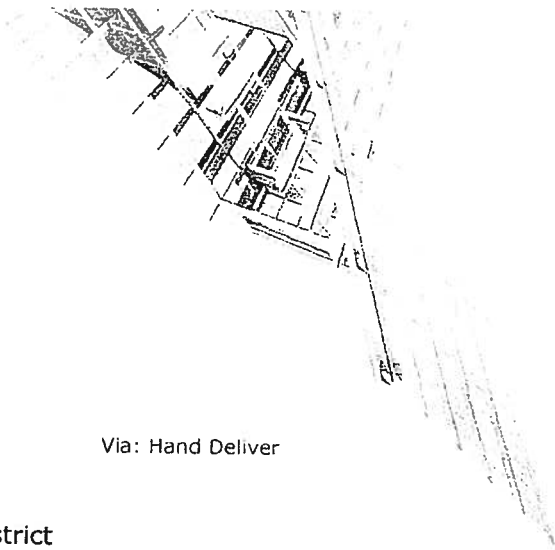
Respectfully,



Jerry Neve  
Project Manager

Cc: Darryl Odum, RSCCD  
Robb Gumbert, RSCCD  
File

Printed on Recycled Paper  
with 100% Recycled Content, 100% Recycled Fiber,  
and 50% Post Consumer Waste. 50% Recycled Fiber,  
50% Recycled Fiber, 50% Recycled Fiber,  
50% Recycled Fiber, 50% Recycled Fiber



August 13, 2009

Mr. Darryl Odum  
Director, District Construction & Support Services  
2323 North Broadway, Suite 112  
Santa Ana, California 92706-1640

Via: Hand Deliver

Subject: Rancho Santiago Community College District  
Santa Ana College: Child Development Center Project  
*Signed Contract*

Dear Darryl:

Please find the following attached for your records:

- Two (2) original 'fully executed' Contracts for the above mentioned project.

As a follow-up to our discussions, when we submitted our initial proposal in September 2008, we anticipated construction to start in February 2009. This would have resulted in our 14-month term extending through March 2010. Unfortunately, several issues have arisen extending the construction start to July 2009 and as a result, our 14-month term is now through August 2010. The five month extension was caused by issues beyond our control.

We have signed the Contract with an understanding that an amendment will need to be executed to revise our 14-month term from July 2009 to August 2010. In addition, we respectfully request a meeting to discuss our additional costs due to this extension.

We appreciate the opportunity to continue working for you and the Rancho Santiago Community College District.

If you have any questions, please contact me at (909) 841-7850.

Respectfully,

A handwritten signature in black ink that reads 'Kelvin K. Okino'.

Kelvin K. Okino  
Vice President, Management Services

Attachments

cc: Mr. Michael Cawlina, Bernards (with attachment - original)  
Mr. Jerry Neve, Bernards (with attachment)  
Ms. Elena Blackwell, Bernards (with attachment)  
File

Inland Empire Regional Office  
3633 East Inland Empire Blvd., Suite 860 T 909.941.5225  
Ontario, CA 91764 F 909.941.5224  
License No. 302007 www.bernards.com

INDEPENDENT CONTRACTOR AGREEMENT  
SPECIAL SERVICES

This AGREEMENT is hereby entered into between the Rancho Santiago Community College District hereinafter referred to as "DISTRICT," and Bernard's Bros., Inc. dba Bernard's, 618 San Fernando Road, San Fernando, CA 91340, Telephone Number: 818-838-1521, hereinafter referred to as "CONTRACTOR."

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis for multi-prime construction management of the Santa Ana College Child Development Center.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONTRACTOR shall provide the following services: see Exhibit "A" dated 10/02/2008.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on October 15, 2008 and will diligently perform as required and complete performance by December 15, 2009. The commencement date may be changed by the DISTRICT but the term of the agreement shall remain fixed at 14 months.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee of Five Hundred Seventy Seven Thousand and Five Hundred Dollars (\$577,500) or 7.7% of the final and actual construction cost. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Net 30 basis.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: See Exhibit "B" dated 10/02/2008. All such reimbursable expenses shall be invoiced monthly at cost plus 0% markup.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation.

CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies, computers and other items necessary to complete the services to be provide to this AGREEMENT, except as follows: See Exhibit "B" dated 10/02/2008. All such reimbursable materials shall be invoiced monthly at cost plus a 0% markup.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICTS' express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt. CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed in account of CONTRACTOR'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate unless within (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing

the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person<sup>@</sup>, including the DISTRICT'S officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days prior to commencement of services, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage's and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insured under said policy.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

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

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

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

16. Entire Agreement/ Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:  
Rancho Santiago Community College District  
Attn: Darryl Odum, Dir., District Construction  
and Support Services  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

CONTRACTOR:  
Bernards Bros., Inc  
Attn: Michael Cawlina, President,  
CM Services  
618 San Fernando Road  
San Fernando, CA 91340

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

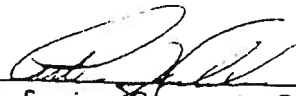
21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

22. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits. This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

- a. Exhibit A - Scope of Services
- b. Exhibit B - Scope of Expenses and Materials
- c. Exhibit C - Additional Services. Labor Rates

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF OCTOBER, 2008

By:   
Rancho Santiago Community College District  
Peter J. Hardash  
Vice Chancellor, Business Operations  
And Fiscal Services

By:   
Bernards Bros., Inc. 7/13/09  
Michael Cawlina  
President, CM Services  
Tax I.D. # 95-2920045

Exhibit "A"  
CONSTRUCTION MANAGEMENT  
SCOPE OF SERVICES  
10/02/2008

The following Construction Management services shall be provided by the CONTRACTOR for the Santa Ana College Child Development Center Project:

- The services of the CONTRACTOR shall commence on October 14, 2008.
- Basic services for a project shall end upon release of retention funds provided that all claims, change orders and other disputed items have been resolved and all contract requirements of the general contractor have been completed to the satisfaction of the owner. In the event that, through no fault of Bernards Bros., Inc., the term of this agreement is extended, Bernards Bros., Inc. will be compensated for additional costs incurred as a result of such extension of time.
- Coordinate scheduled activities between owner, architect, inspectors, general contractor and other outside agencies performing work on the project.
- Coordinate and effectively communicate with college personnel and members of surrounding communities regarding construction activities.
- Schedule, conduct and prepare meeting minutes related to construction activities. Distribute minutes to owner, architect, general contractor and inspectors.
- Maintain daily logs describing weather, activity at the job-site and any unusual occurrences.
- Monitor, evaluate and provide input on construction schedule prepared by the general contractor. Comment on sequences, durations, status of submittals and shop drawings, coordination of samples and approvals and track ordering of materials.
- Recommend corrective action to bring project back on schedule.
- Coordinate with general contractor and owner on proper staging and work areas.
- Monitor work to endeavor to ensure General Contractor's compliance with plans, specifications, code and quality. Immediately report to the owner and architect any areas of concern. Assist in recommending corrective action.
- Develop cash flow reports for the owner and architect.



Exhibit "A"  
CONSTRUCTION MANAGEMENT  
SCOPE OF SERVICES  
10/02/2008

- Assist with site visits by the owner, architect, DSA, consultants & other visitors needing access to the site.
  - Maintain accounting records for unit price work, work completed on a time and material basis and other work as directed by the owner.
  - Review and comment on the accuracy of progress payments. Make recommendations as to whether or not the amounts requested are actually due to the general contractor.
  - Review, monitor, provide comments and make recommendations concerning the safety programs employed by each contractor at the site. Bring any recognized safety hazard to the attention of the general contractor, owner and architect. Take action to stop any unsafe activity.
- 
- Track, record and transmit to the architect request for information or interpretations of the contract document. Provide assistance as requested by the architect.
  - Review requests for changes. Make recommendations as to whether or not the request is actually a change or contract work. Review, negotiate and recommend acceptable levels of costs associated with the change.
  - Assist in the review and evaluation of claims made by the general contractor. Provide comments on the validity of the claim, propose solutions, verify costs and recommend solutions.
  - Maintain a written report on the current status of the project. Include work in progress, work that is behind schedule, work that is coming in the near future, status of submittals, RFI's, shop drawings, deferred approvals, samples, changes requested, changes approved, disputed items, financial status and photo history. Maintain daily work logs and tables that reflect the status of all of the construction documents.
  - On a monthly basis, confirm in writing that all as-built drawings are accurately recorded on the record set of drawings.

Exhibit "A"  
CONSTRUCTION MANAGEMENT  
SCOPE OF SERVICES  
10/02/2008

- Without taking responsibility for the General Contractor's means and methods of performing the work, coordinate construction activity with site personnel and surrounding neighbors. Schedule utility interruptions, monitor traffic flow, noise, dust, water run-off, and safety and security issues. Report any unusual activity to the owner and general contractor. Make recommendations to resolve these issues.
  - Review and monitor for compliance any start-up activity. Report in writing to the owner and architect any area of concern.
  - Monitor and review all testing done by others on building materials and/or equipment. Report findings to the owner and architect.
  - Make a written recommendation to the owner when the project shall be considered substantially complete. Monitor and report on all documentation required for the project to be considered complete.
- 
- Review the entire project and assist in preparing a list of corrective work that is required of the general contractor. Monitor and provide a written report on the status of the corrective work. Provide written notification when all of the corrective work is complete.
  - Collect, organize and present to the owner all owner's manuals, record drawings, approved submittals, completed RFI's, samples, deferred approvals, approved shop drawings, warranties and all documentation related to the construction process.

END OF EXHIBIT "A"

Exhibit "B"  
CONSTRUCTION MANAGEMENT  
SCOPE OF EXPENSES and MATERIALS  
10/02/2008

In accordance with the term of the Construction Management Services Agreement between Rancho Santiago Community College District and Bernards Bros., Inc. (CONTRACTOR), the CONTRACTOR shall provide the following general conditions items and services for this CONTRACTOR'S personnel only on the project site in connection with the Project.

**MATERIALS EXCLUDED IN THIS AGREEMENT (NOT INTENDED TO BE ALL INCLUSIVE):**

1. SAETY
  - a. FIRST AID KITS
  - b. HARDHATS
  - c. SAFETY SUPPLIES & SIGNS
2. CONSTRUCTION PHOTOS
  - a. CONSTRUCTION PHOTOS (included)
  - b. PHOTO REPRODUCTION
3. MOBILIZE / DEMOBILIZE
  - a. POWER POLE HOOK-UP
  - b. SET SUBFEED PANELS
  - c. MOBILIZE / DEMOBILIZE TRAILER
  - d. RELOCATE TRAILERS
  - e. TEMP PHONE & INTERCOM
4. TEMPORARY UTILITIES
  - a. TEMPORARY UTILITIES
  - b. TEMP. ELEC. SERVICE
  - c. POWER LINES / CORDS
  - d. PHONE COMPANY CHARGE
  - e. POWER CONSUMPTION
  - f. WATER CONSUMPTION
  - g. TEMP OFFICE SANITATION
5. BARRIER & ENCLOSURE
  - a. TEMPORARY CHAIN LINK
  - b. PEDESTRIAN CANOPY
6. PROJECT SIGNS
  - a. PROTECT SIGNS
7. SECURITY
  - a. WATCHMAN/ GUARD SERVICE
8. ACCESSPARKING
  - a. TEMPORARY PARKING
  - b. TEMP. STAIRS/LADDERS

Exhibit "B"  
CONSTRUCTION MANAGEMENT  
SCOPE OF EXPENSES and MATERIALS  
10/02/2008

- 9. CLEAN-UP
  - a. TRASH REMOVAL/DUMP
  - b. DUST PALLIATION
  - c. TEMP. DEWATERING
  - d. EMERGENCY CLEAN-UP
- 10. TRAFFIC CONTROL
  - a. FLAGMEN
- 11. FIELD ENCLOSURES
  - a. CM JOB OFFICE
  - b. ARCHTS/INSP. OFFICE
- 12. PROTECT SUPPLY/EXPS
  - a. PRINT BLUE PRINTS
  - b. OFFICE SUPPLIES
  - c. WATER & COFFEE SERVICE
  - d. FIELD OFFICE FURNISH
  - e. POSTAGE/UPS
  - f. WALKIE TALKIE SERVICE
  - g. FAX/COPY MACHINES
- 13. FINAL CLEAN-UP
  - a. FINAL CLEAN-UP
- 14. RENTAL EQUIPMENT AND TOOLS
  - a. RENTAL EQUIPMENT AND TOOLS
- 15. TESTS & INSPECTIONS
  - a. TESTS & INSPECTIONS

END OF EXHIBIT "B"

Exhibit "C"  
CONSTRUCTION MANAGEMENT  
ADDITIONAL SERVICES LABOR RATES  
10/02/2008

Additional services required for any reason will be billed based on a simple calculation of man hours required to manage the scope of work, multiplied by the hourly rates of the staff required to complete the work. Hourly rates include labor burden, overhead and profit. Following is our 2008 Billing Rate Schedule. These rates will increase by 4% on January 1" of each succeeding year.

<b>BILLING RATES</b>	
<b>Position</b>	<b>All Inclusive Billing Rates</b>
Project Executive	\$192.00
Project Manager	\$145.00
Project Engineer	\$ 85.00
Project Superintendent	\$144.00
Estimator	\$145.00
Project Coordinator / Administration	\$ 58.00
Information Technology	\$ 85.00

END OF EXHIBIT "C"

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Agreement to Provide Civil Engineering Services at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

During the past several years, Luzuriaga-Taylor, Inc (LTI) has been the Civil Engineering firm for the majority of the building construction and site development projects at Santa Ana College (SAC). The District Construction and Support Services Department would like to retain their service for the demolition of the church and the now unoccupied Child Development Center at SAC.

**ANALYSIS:**

As noted in the attached proposal dated November 10, 2010, LTI is to provide civil engineering services preceding and during the demolition of the church property and the former Child Development Center at Santa Ana College.

The total estimated fee for the proposed services is \$22,000.00 with reimbursable expenses estimated at \$500.00. The total estimated contract amount for these services is \$22,500.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the proposal from Luzuriaga-Taylor, Inc. for civil engineering services at the Santa Ana College Campus as presented.

Fiscal Impact:	\$22,000.00, plus \$500.00 estimated reimbursables	Board Date: February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



Northern California  
1350 Bayshore Hwy, Suite 500  
Burlingame, California 94010  
Tel 650.652.9590  
Fax 650.652.9596

Southern California  
26440 La Alameda, Suite 310  
Mission Viejo, CA 92691  
Tel 949.348.2882  
Fax 949.348.2772

November 10, 2010  
*Revised January 25, 2011*  
*Revised February 14, 2011*  
LTI No. P10-7701.30

Alex Oviedo  
Rancho Santiago Community College District  
District Operations Center  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706

Subject: Santa Ana College – CDC Demolition  
1530 W.17th Street, Santa Ana, CA

Dear Alex:

As requested, we are pleased to present this proposal to provide consulting services for the Santa Ana College campus. We thank you for the opportunity to provide this proposal, and we look forward to our continued working relationship. We have formatted our proposal to follow the scope of services that we discussed at our last meeting.

Scope of Services:

**Engineering Services**

1. *CDC Demolition Documents*

- a) Once the campus hired utility locator does his job of locating the dry and wet utility lines in and around the existing CDC building, our surveyor will locate the markings so that we can transfer the data to the computer generated plan in AutoCAD.
- b) Based on conversations with Alex, we want to locate both the wet and dry utility connections from the building back to the perimeter asphalt paving and concrete sidewalks.
- c) Prepare Demolition Plan to show limits of demolition and document which utility lines are to be removed and to what extent.
- d) In particular locate : lighting control panel (with re-connect to power at parking lot), overhead power, gas, sewer, storm drain, domestic water, irrigation lines and communication lines.
- e) Provide documentation of fill material from the current sewer line work, and how to compact and spread out for the use of temporary parking until the soccer field project is constructed.
- f) Provide support for District for utility provider coordination of services dis-connect as needed.

- g) Provide minor grading plan for the re-work of the newly demolished building to use the area for temporary parking.
- h) Provide minor striping plan to modify parking lot and newly paved demo area for temporary parking use.
- i) Provide concept lighting plan based on input from the electrical engineer and campus staff.
- j) Prepare engineer's estimate of work if needed.
- k) Attend meetings and present design alternatives.
- l) Attend pre-bid meeting.
- m) Attend pre-construction meeting.
- n) Provide construction support to answer field questions and RFIs.
- o) Provide as-built documents after the completion of the work. Contractor to issue field mark ups to LTI.

2. *Campus Planning Meeting Attendance*

- a) Attend bi-weekly meetings at the campus for the purpose of planning the next phases of work for the campus in regards to the newly adopted Campus Master Plan.
- b) Provide input on past experience of projects and work with the group of architects and campus staff to advise on future projects and direction in relation to civil scope.
- c) Meetings at schedule to run from January to April 2011.

**Services excluded from this Proposal:**

- 1. Field potholing.
- 2. Underground utility location.

**Termination and Suspension** – District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach with ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.



**Professional Fee Summary:**

Our fees for the above scope of work are as follows and exclude expenses defined as reimbursables. Please see the attached Rate Schedule for clarification. All reproduction and delivery costs will be charged *in addition* to our fee estimate. Client is to pay for all city submittal fees (if any). If additional meetings or site visits are required, it will be billed on a time and expense basis.

1. CDC Demoliton Documents	Hourly Not to Exceed	\$	17,500
2. Campus Meetings	Hourly Not to Exceed	\$	4,500
<b>Civil Engineering Fee:</b>		<b>Total</b>	<b>\$ 22,000</b>
Reimbursable Expenses Estimate:			<b>\$ 500</b>

Thank you for the opportunity to provide this proposal and we look forward to a continued working relationship. In order to proceed we will need your written authorization in a formalized RSCCD purchase order contract. Attached and incorporated is our current Rate Schedule that is subject to change annually. Feel free to call me at (949) 348-2882 with any questions. This proposal shall become void if not accepted within 30 days by contract.

Very Truly Yours,



David Luzuriaga, P.E., LEED AP  
Principal  
CE 56734

Encl.: Rate Schedule

## **LTI RATE SCHEDULE**

### **Engineering**

Expert Witness	\$300/hr
Principal Engineer	\$180/hr
Associate	\$155/hr
Project Manager	\$140/hr
Associate Project Manager	\$125/hr
Senior Project Engineer	\$110/hr
Project Engineer	\$95/hr
AutoCAD Drafting	\$75/hr
Administrative Assistant	\$75/hr

### **Materials & Equipment**

Vehicles (mileage)	\$0.59/mile
Engineering prints (in-house)	\$1.10/sf
Outside charges	Cost plus 15%
In-House courier service (per delivery)	\$35

Rate schedule is effective August 1, 2008

The rates shown on this schedule are subject to review bi-annually. Charges to all projects, including those continuing from previous rate schedules, will be based on the most current rate schedule.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Change Order #1, Bid #1166 – Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center	
Action:	Request for Approval	

**BACKGROUND:**

On November 15, 2010, the Board of Trustees awarded a contract to Color New Company, Inc. for Bid #1166, exterior siding replacement, metal work and painting at Centennial Education Center (CEC).

**ANALYSIS:**

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$10,316.00. The revised contract amount is \$152,316.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the construction manager and staff. Total combined change orders for the project are 7.26% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Bid #1166 for Color New Company, Inc., exterior siding replacement, metal work and painting at Centennial Education Center as presented.

Fiscal Impact:	\$10,316.00	Board Date: February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Centennial Education Center - Exterior Siding Replacement and Sheet Metal Work

Bid No. 1166 P.O. # 11-P0016997

D.S.A. No.

Contractor: Color New Co.

Change Order No. 1

Architect: N/A

Date: January 31, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$142,000.00
Previous Change Orders	\$0.00	
This Change Order	\$10,316.00	
Total Change Orders		\$10,316.00
Revised Contract Amount		\$152,316.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		February 4, 2011
Revised Contract Completion Date		February 4, 2011
RSCCD Board Approval Date		February 22, 2011

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Bernards

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Centennial Education Center - Exterior Siding Replacement and Sheet Metal Work	Bid No. 1166	P.O. # 11-P0016997
	D.S.A. No.	
Contractor: Color New Co.	Change Order No. 1	
Architect: N/A	Date: January 31, 2011	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Install 28 sheets of T-111 plywood siding</p> <p><u>REASON:</u> After further review of existing siding, panels were delaminating</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$5,957.00
2.0	<p><u>DESCRIPTION:</u> Paint accent band on Building "A"</p> <p><u>REASON:</u> District decided to provide a color accent band on front elevation of building</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$556.00
3.0	<p><u>DESCRIPTION:</u> Repair wrought iron fence</p> <p><u>REASON:</u> After field review, fencing needed additional repairs due to extensive rusting</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,411.00
4.0	<p><u>DESCRIPTION:</u> Additional painting</p> <p><u>REASON:</u> Paint light poles and elastometric coating on T-111 panels that have excessive surface damage</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,392.00
Sub-Total		\$0.00	\$10,316.00
Total			\$10,316.00

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	February 22, 2011
Re:	Approval of Change Order #3, Bid #1098 – Landscaping for the Child Development Center at Santa Ana College		
Action:	Request for Approval		

**BACKGROUND:**

On May 11, 2009, the Board of Trustees awarded a contract to Nature Tech Landscaping, Inc. for Bid #1098, landscaping for the Child Development Center at Santa Ana College.

**ANALYSIS:**

During the normal course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #3.

Change Order #3 increases the contract by \$5,316.00. The total revised contract amount is \$160,507.00. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 9.26% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #3, Nature Tech Landscaping, Inc. for Bid #1098, landscaping for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$5,316.00	Board Date:	February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Child Development Center

Bid No. 1098 P.O. #10-BP000217

D.S.A. No. 04-108649

Contractor: Nature Tech

Change Order No. **3**

Architect: Harley Ellis Devereaux

Date: January 31, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$146,900.00
Previous Change Orders	\$8,291.00	
This Change Order	\$5,316.00	
Total Change Orders		\$13,607.00
Revised Contract Amount		\$160,507.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		February 22, 2011

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Bernards

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: *Child Development Center*

Bid No. 1098

P.O. #10-BP000217

D.S.A. No. 04-108649

Contractor: *Nature Tech*

Change Order No.

3

Architect: *Harley Ellis Devereaux*

Date:

January 31, 2011

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Credit for soil conditioning Bernards FD# 32</p> <p><u>REASON:</u> Soil conditioning included 12" ripping of existing on site soil and 6" rototilling Contractor followed soils report credit ripping soil 12" and rototill 6"</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$2,610.00	
2.0	<p><u>DESCRIPTION:</u> Per RFI#256r1 Revise irrigation systems for turf in lieu of planting</p> <p><u>REASON:</u> Revise irrigation to accommodate sidewalk revisions and new retaining wall design</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,013.00
3.0	<p><u>DESCRIPTION:</u> Fine grading</p> <p><u>REASON:</u> Provide fine grading due to changes in sidewalk grades and retaining wall revisions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,674.00
4.0	<p><u>DESCRIPTION:</u> Credit for decomposed granite</p> <p><u>REASON:</u> Decomposed granite installed by other trade</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$2,159.00	



# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: *Child Development Center*

Bid No. 1098

P.O. #10-BP000217

D.S.A. No. 04-108649

Contractor: *Nature Tech*

Change Order No.

3

Architect: *Harley Ellis Devereaux*

Date:

January 31, 2011

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Per RFI# 256r1, revisions to irrigation piping</p> <p><u>REASON:</u> In order to accommodate new retaining wall and sidewalk design</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,630.00
6.0	<p><u>DESCRIPTION:</u> Per RFI# 256r1, final revisions to irrigation sleeves under sidewalk</p> <p><u>REASON:</u> Make final revisions to irrigation system adjacent to new retaining wall and walkway</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,768.00
Sub-Total		\$4,769.00	\$10,085.00
Total			\$5,316.00

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1098 – Child Development Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 11, 2009, the District approved a contract with Nature Tech, Inc. to complete the landscaping portion of the Child Development Center at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on October 22, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$160,507.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the landscaping portion of the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Child Development Center

Bid No. 1098 P.O. #10-BP000217

D.S.A. No. 04-108649

Contractor: Nature Tech

Change Order No. **3**

Architect: Harley Ellis Devereaux

Date: January 31, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$146,900.00
Previous Change Orders	\$8,291.00	
This Change Order	\$5,316.00	
Total Change Orders		\$13,607.00
Revised Contract Amount		\$160,507.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		February 22, 2011

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Bernards

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

**RECORDING REQUESTED BY:**  
**Rancho Santiago Comm. Coll. District**  
**2323 N. Broadway**  
**Santa Ana, CA 92706-1640**

**GOVERNMENT CODE 6103**

**AND WHEN RECORDED MAIL TO:**

**Mr. Darryl A. Odum**  
**Rancho Santiago Community College District**  
**2323 N. Broadway**  
**Santa Ana, CA 92706-1640**

**THIS SPACE FOR RECORDER'S USE ONLY**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
2323 N. Broadway  
Santa Ana, CA 92706-1640

# **NOTICE OF COMPLETION**

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1098/Child Development Center, the contract for the doing of which was heretofore entered into on the 7<sup>th</sup> day of July, 2009, which contract was made with Nature Tech, Inc., BPO 000217, as contractor; that said improvements were completed on the 22<sup>nd</sup> day of October, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Arch Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1102 – Child Development Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 11, 2009, the District approved a contract with Peterson Dean Roofing and Solar Systems, Inc. to complete the roofing portion of the Child Development Center at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on October 22, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$307,272.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the roofing portion of the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

2323 N. Broadway, Santa Ana, CA 92706-1640  
(714) 480-7511

**Summary of Earnings  
PROGRESS PAYMENT NO. 8**

Page 1 of 2

From: 11-1, 2010 to 11-30, 2010

Project:	Santa Ana College Child Dev Center	D.S.A. No.	04-108649
Contractor:	Petersen-Dean, Inc.	Bid No.	1102
Architect:	Harley Ellis Devereaux	P.O. No.	09-P0010963

Contract Amount:	\$299,000.00
Additive Change Orders:	\$8,272.00
Sub-Total	\$307,272.00
Deductive Change Orders:	\$0.00
Total Contract Price:	\$307,272.00
Total Work Completed to Date:	\$307,272.00
Less 10% Retention:	\$30,727.20
Net Amount Due:	\$276,544.80
Less Previous Progress Billings:	\$272,837.70
Amount Due This Payment:	\$3,707.10

I hereby certify that the above estimate of value and materials and labor performed are correct:

HED \_\_\_\_\_  
Architect Authorized Signature

12/4/10 \_\_\_\_\_  
Date

Petersen Dean, Inc. \_\_\_\_\_  
Contractor Name (Print) Authorized Signature

11/20/10 \_\_\_\_\_  
Date

[Signature] \_\_\_\_\_  
Construction Manager - Bernards

[Signature] \_\_\_\_\_  
Date

\_\_\_\_\_  
District Inspector  
Darryl A. Odum [Signature] \_\_\_\_\_  
Director - District Construction and Support Services

\_\_\_\_\_  
Date  
12/15/10 \_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning  
Peter J. Hardash \_\_\_\_\_  
Vice Chancellor - Business Operations/Fiscal Services

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

**RECORDING REQUESTED BY:**  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

**AND WHEN RECORDED MAIL TO:**

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**THIS SPACE FOR RECORDER'S USE ONLY**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1102/Child Development Center, the contract for the doing of which was heretofore entered into on the 15<sup>th</sup> day of June, 2009, which contract was made with Peterson Dean Roofing and Solar Systems, Inc., PO #09-P0010963, as contractor; that said improvements were completed on the 22<sup>nd</sup> day of October, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Liberty Mutual Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1108 – Child Development Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 11, 2009, the District approved a contract with Kronos Painting, Inc., to complete the painting portion of the Child Development Center at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on October 22, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$68,750.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the painting portion of the Child Development Center at Santa Ana College as presented.



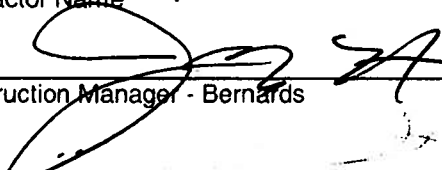
Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
	Project: Child Development Center	Bid No. 1108 P.O. #09-P0010966
Contractor: Kronos	D.S.A. No. 04-108649	
Architect: Harley Ellis Devereaux	Change Order No.	2
	Date:	8/23/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$65,000.00
Previous Change Orders	\$1,750.00	
This Change Order	\$2,000.00	
Total Change Orders		\$3,750.00
Revised Contract Amount		\$68,750.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		August 23, 2010

	Architect	Authorized Signature	Date	9/15/10	
Kronos Painting, Inc.	Contractor Name		Authorized Signature	Date	8/24/10
	Construction Manager - Bernards	Authorized Signature	Date	8-31-10	
Darryl A. Odum	District Inspector	Authorized Signature	Date	9/20/10	
	Director - District Construction and Support Services		Date		
	Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date		
Peter J. Hardash	Vice Chancellor, Business Operations/Fiscal Services		Date		

**RECORDING REQUESTED BY:**  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

**AND WHEN RECORDED MAIL TO:**

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**THIS SPACE FOR RECORDER'S USE ONLY**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1108/Child Development Center, the contract for the doing of which was heretofore entered into on the 15<sup>th</sup> day of June, 2009, which contract was made with Kronos Painting, Inc., PO #09-P0010966, as contractor; that said improvements were completed on the 22<sup>nd</sup> day of October, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Developers Surety and Indemnity.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1121 – Child Development Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On July 27, 2009, the District approved a contract with Columbia Steel, Inc. to complete the structural steel portion of the Child Development Center at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on October 22, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$740,339.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the structural steel portion of the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Child Development Center	Bid No. 1121	P.O. # B0012026
	D.S.A. No.	04-108649
Contractor: Columbia Steel	Change Order No.	4
Architect: Harley Ellis Devereaux	Date:	12/22/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$685,088.00
Previous Change Orders	\$14,837.00	
This Change Order	\$40,414.00	
Total Change Orders		\$55,251.00
Revised Contract Amount		\$740,339.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		18-2011

<u>AED</u> Architect	<u>[Signature]</u> Authorized Signature	<u>1/7/11</u> Date
<u>[Signature]</u> Contractor Name	<u>[Signature]</u> Authorized Signature	<u>[Signature]</u> Date
<u>[Signature]</u> Construction Manager - Bernards	<u>[Signature]</u> Authorized Signature	<u>[Signature]</u> Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services	<u>[Signature]</u>	<u>2/10/11</u>
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

**RECORDING REQUESTED BY:**  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

**AND WHEN RECORDED MAIL TO:**

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**THIS SPACE FOR RECORDER'S USE ONLY**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

# NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1121/Child Development Center, the contract for the doing of which was heretofore entered into on the 11<sup>th</sup> day of September, 2009, which contract was made with Columbia Steel, Inc., PO #09-P012026, as contractor; that said improvements were completed on the 22<sup>nd</sup> day of October, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Hartford Fire Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1124 – Child Development Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On July 27, 2009, the District approved a contract with Apex Construction, Inc. to complete the HVAC portion of the Child Development Center at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on October 22, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$588,693.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the HVAC portion of the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

AP

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Child Development Center	Bid No. 1124	P.O. # 10-BPO221	
	D.S.A. No. 04-108649		
Contractor: Apex Construction	Change Order No. 4		
Architect: Harley Ellis Devereaux	Date: November 22, 2010		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$563,000.00
Previous Change Orders	\$9,395.00	
This Change Order	\$16,298.00	
Total Change Orders		\$25,693.00
Revised Contract Amount		\$588,693.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		December 6, 2010

<u>1/20</u> Architect	<u>[Signature]</u> Authorized Signature	<u>12/14/10</u> Date
<u>Apex Construction, Inc</u> Contractor Name	<u>[Signature]</u> Authorized Signature	<u>12/22/10</u> Date
<u>[Signature]</u> Construction Manager - Bernards	<u>[Signature]</u> Authorized Signature	<u>[Signature]</u> Date
District Inspector	<u>[Signature]</u> Authorized Signature	<u>[Signature]</u> Date
Darryl A. Odum Director - District Construction and Support Services	<u>[Signature]</u> Authorized Signature	<u>1/10/11</u> Date
Assistant Vice Chancellor - Facility Planning	<u>[Signature]</u> Authorized Signature	<u>[Signature]</u> Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	<u>[Signature]</u> Authorized Signature	<u>[Signature]</u> Date

RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1124/Child Development Center, the contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of August, 2009, which contract was made with Apex Construction, Inc., PO #10-BP000221, as contractor; that said improvements were completed on the 22<sup>nd</sup> day of October, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is SureTec Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1165 – Roof Maintenance/Rain Gutter Repair at Centennial Education Center	
Action:	Request for Approval	

**BACKGROUND:**

On November 4, 2010, the District approved a contract with Rite-Way Roof Corporation to complete the roof maintenance/rain gutter repair at Centennial Education Center.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on January 25, 2011 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$168,398.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the roof maintenance/rain gutter repair at Centennial Education Center as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

<h1>CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: <b>Roofing Maintenance/Gutter Replacement at Centinial Education Center</b>	Bid No. <b>#1165</b> P.O. # <b>11-P0016761</b>
Contractor: <b>Rite-Way Roof Corporation</b>	D.S.A. No. <b>N/A</b>
Architect: <b>N/A</b>	Change Order No. <b>2</b>
	Date: <b>February 3, 2011</b>

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$192,121.00
Previous Change Orders	\$6,277.00	
This Change Order	-\$30,000.00	
Total Change Orders		-\$23,723.00
Revised Contract Amount		\$168,398.00
Previous Time Extensions	7 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		
Revised Contract Completion Date		
RSCCD Board Approval Date		February 22, 2011

Architect	Authorized Signature	Date
Contractor Name - Jeff Hughes, Rite-Way Roof Corporation	Authorized Signature	Date
Construction Manager - Bernards	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Centennial Education Center, located at 2900 West Edinger Avenue, Santa Ana, California 92704, caused improvements to be made to the property to wit: Bid No. 1165/Roof Maintenance/Rain Gutter Repair, the contract for the doing of which was heretofore entered into on the 4<sup>th</sup> day of November, 2010, which contract was made with Rite-Way Roofing Corporation/11-P0016761, as contractor; that said improvements were completed on the 25<sup>th</sup> day of January, 2011, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Western Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1166 – Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center	
Action:	Request for Approval	

**BACKGROUND:**

On November 18, 2010 the District approved a contract with Color New Company to complete the exterior siding replacement, metal work and painting at Centennial Education Center.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on January 28, 2011 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$152,316.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the exterior siding replacement, metal work and painting at Centennial Education Center as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
	Project: Centennial Education Center - Exterior Siding Replacement and Sheet Metal Work	Bid No. 1166 P.O. # 11-P0016997
Contractor: Color New Co.	D.S.A. No.	
Architect: N/A	Change Order No. 1	Date: January 31, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$142,000.00
Previous Change Orders	\$0.00	
This Change Order	\$10,316.00	
Total Change Orders		\$10,316.00
Revised Contract Amount		\$152,316.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		February 4, 2011
Revised Contract Completion Date		February 4, 2011
RSCCD Board Approval Date		February 22, 2011

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Bernards Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Date

RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Centennial Education Center, located at 2900 West Edinger Avenue, Santa Ana, California 92704, caused improvements to be made to the property to wit: Bid No. 1166/Exterior Siding Replacement, Metal Work and Painting, the contract for the doing of which was heretofore entered into on the 16<sup>th</sup> day of November, 2010, which contract was made with Color New Company/11-P0016997, as contractor; that said improvements were completed on the 28<sup>th</sup> day of January, 2011, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is North American Specialty Insurance Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Architect Change Order – Athletic/Aquatic Center at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On April 16, 2007, the Board of Trustees approved an agreement with the Austin Company to design and engineer the Athletic/Aquatic Center at Santiago Canyon College.

**ANALYSIS:**

As noted in the attached proposals dated January 31, 2011 and February 1, 2011, from the Austin Company, the delay in the start of construction, additional assistance to the construction management company, extension of the proposed project schedule and associated additional reimbursable expenses have resulted in the request for additional fees related to this project.

District staff has reviewed the recommended consultants and concur that these services are necessary for a comprehensive design of the Athletic/Aquatic Center.

As noted, the additional cost is estimated to be \$238,721.00 and increases the reimbursable costs by an estimated \$6,700.00. The revised contract amount is \$1,822,363.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees amend and increase the Austin Company architectural agreement in the amount of \$245,421.00 as presented.

Fiscal Impact:	\$238,721.00 plus reimbursables estimated at \$6,700.00	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

January 31, 2011

Mr. Darryl Odum  
Facility Planning & District Support Services  
**Rancho Santiago Community College District**  
2323 North Broadway Suite 404-1  
Santa Ana, California 92706-1640

Subject: **Architectural / Engineering Construction Phase Support Services  
Santiago Canyon College – Athletic & Aquatics Complex  
Change Request Proposal #03**

Dear Mr. Odum:

The Austin Company is submitting the following Change Request Proposal for additional Architectural / Engineering Construction Phase Services in support of the Santiago Canyon College Athletic & Aquatics Complex project.

These additional services are necessitated by an earlier shift of construction phase dollars to the DSA permitting phase under Change Order #1. A no cost Change Order #1 was originally written to cover additional time and effort needed for the DSA approval phase of the project. No cost was included at that time in the hopes that less overall effort might be required during the construction phase portion of the project, avoiding increase to the contract unless needed.

Given the current project status and construction multi-prime structure, no efficiencies have resulted and in actuality the project is requiring more construction support than anticipated, not less. The requested adjustment is to restore construction support dollars which were originally decreased by Change Order #1 to the Construction Phase Support Services budget.

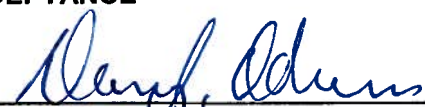
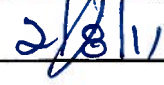
The total fixed fee for these additional Architectural/Engineering services is \$ 68,561.

We appreciate your review and authorization of this Change Request Proposal. Please contact me directly at 949/451-9923 ([daniel.brooking@theaustin.com](mailto:daniel.brooking@theaustin.com)) if you have any questions.

Sincerely,

  
Daniel K. Brooking  
Project Manager  
cc: Curt Miller

**ACCEPTANCE**

By:   
Date: 



February 1, 2011

Mr. Darryl Odum  
Facility Planning & District Support Services  
**Rancho Santiago Community College District**  
2323 North Broadway Suite 404-1  
Santa Ana, California 92706-1640

Subject: **Architectural / Engineering Construction Support Services  
Santiago Canyon College – Athletic & Aquatics Complex  
Change Request Proposal #04**

Dear Mr. Odum:

The Austin Company is submitting the following Change Request Proposal for additional Architectural / Engineering Construction Phase Services in support of the Santiago Canyon College Athletic & Aquatics Complex project. This is separate from our Request of January 31, 2011.

These additional services are necessitated by project impacts that can be grouped into the following five primary areas:

- 1) A delayed and prolonged start of construction
- 2) The multi-prime contract structure for construction
- 3) The additional assistance to the CM for construction challenges being faced
- 4) An overall extension of the project schedule
- 5) Additional reimbursable expenses associated with the project extension

#### 1) Delayed and Prolonged Construction Start

Austin was requested to perform additional construction support services prior to the official start of construction and Notice to Proceeds (NTP's) for construction. The delayed start of construction for the Athletic and Aquatic Complex was caused by coordination of construction for this project with four (4) other campus projects, as well as bidding the project under a multi-prime contract structure (17 prime contractors) across the 5 projects. These additional services included preparation and coordination for construction activities and additional preconstruction meetings that included two additional pre-bid meetings, additional tour of Mater Dei High School Athletic Complex with SCC team, and six additional preconstruction meetings. (9/10/2009, 10/8/2009, 11/20/2009, 12/4/2009, 12/18/2009, 1/8/2010.)



## 2) Multi-prime Contract Structure with a Construction Management Firm

Austin has been requested to perform additional construction support services based on a multi-prime construction contract structure. Austin's original proposal and construction support services were based on a Single General Contractor. A significant amount of additional construction support services and DSA paperwork are required for 17 separate primary contractors along with additional support of the District contracted Construction Management firm, Seville Construction Services.

## 3) Additional Assistance to the Construction Management Firm for Construction Challenges

Austin has provided added construction support to accommodate construction and coordination difficulties being faced by the District's Construction Management firm. A high number of Request for Information (RFI) responses have been addressed with the Construction Management Firm and the 17 prime contractors. This has resulted in significantly more support and time needed than estimated in Austin's original proposal and what would be considered typical for a project of this size and type.

## 4) Extension of the Project Schedule

Austin has been requested to extend the date for completing services covered by the current contract agreement. Original services were to be completed by December 31, 2010 and are now to be completed by November 25, 2011. An Amendment to Article 1, item 3 of the contract agreement should reflect this extension of time to the contract.

## 5) Additional Estimated Reimbursable Expenses Associated with Extension of the Project Schedule

The extension of the project schedule impacts reimbursable associated with the project.

The total fixed fee for these Architectural/Engineering Design services is \$ 170,160 and estimated reimbursable expenses of a Not to Exceed (NTE) amount of \$ 6,700.


Please note that Austin has calculated the fee for these additional services at payroll cost level only based on an additional 2,836 hours. Austin is not seeking additional contribution to overhead expenses or profit relating to these additional services.

We appreciate your review and authorization of this Change Request Proposal. Please contact me directly at 949/451-9923 ([daniel.brooking@theaustin.com](mailto:daniel.brooking@theaustin.com)) if you have any questions.

Sincerely,

  
Daniel K. Brooking  
Project Manager  
cc: Curt Miller

**ACCEPTANCE**

By:   
Date: 2/8/11

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Architect Change Order - SCC Science Building (Bond funded portion)	
Action:	Request for Approval	

**BACKGROUND:**

On June 25, 2001, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Science Building at Santiago Canyon College (Bond portion to be funded by Measure "E").

**ANALYSIS:**

Due to schedule delays, additional construction administration services have been required of LPA in order to complete the construction of the Science Building at SCC.

The cost for these administrative services is estimated at \$18,000.00 with no additional reimbursable expenses.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$18,000.00 as presented.

Fiscal Impact:	\$18,000.00	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

## PROFESSIONAL SERVICES AUTHORIZATION

Client: **RANCHO SANTIAGO**  
**COMMUNITY COLLEGE DISTRICT**  
**2323 North Broadway**  
**Suite 112**  
**Santa Ana, CA 92706-1640**  
 Attn: **Barryl Odum, Director of Construction and**  
**District Support Services**  
 Phone: **(714) 480-7510** Fax: **(714) 796-3910**

Project No.: **21050.30** Date: **January 10, 2011**  
 Project: **Santiago Community College - Science Building**  
**(Bond Funded) Measure "E"**  
 Location: **Orange** PSA No.: **4**  
 Office: **Irvine** Issued By: **Young Min**  
 Client Contract: LPA PIC: **Chris Torrey**  
 Client Job No.: License #: **C17881**  
 LPA PM: **Young Min**

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated January 11, 2005 for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

**Santiago Canyon College Science Building (Bond Funded) Measure "E" located in the Rancho Santiago Community College District.**

LPA will provide:  New Services  Additional Services  Revised Scope of Services

Services shall include:

**Extension of Construction Administration Services from March 31, 2010 through January 31, 2011.**

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

**Pursuant to project schedule.**

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee:	<b>Phased Fixed Fee</b>	<b>\$18,000.00</b>
Reimbursable Expenses:	<b>None</b>	<b>\$0.00</b>

The following consultants shall provide services for this scope of services:

Special Conditions:

**None**

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$540,000.00	\$54,000.00	\$594,000.00
Lab Consultant & Prog. Allowance:	<u>\$343,770.22</u>	<u>\$23,545.00</u>	<u>\$367,315.22</u>
Previous Totals:	\$883,770.22	\$77,545.00	\$961,315.22
This PSA Amount:	<u>\$18,000.00</u>	<u>\$0.00</u>	<u>\$18,000.00</u>
New Fee Totals:	\$901,770.22	\$77,545.00	\$979,315.22

Client Authorized Signature Barryl Odum Date 1/11/11

LPA Authorized Signature Christopher D. Torrey Date 1-11-11

**Christopher D. Torrey, AIA, Principal, LEED® AP**

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617

Tel: 949.261.1001 Fax: 949.260.1190

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To: Board of Trustees	Date: February 22, 2011
Re: Approval of Architect Change Order - SCC Science Building (State funded portion)	
Action: Request for Approval	

**BACKGROUND:**

On June 25, 2001, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Science Building at Santiago Canyon College (State portion now to be funded by Measure "E").

**ANALYSIS:**

Due to schedule delays, additional Construction Administration Services have been required of LPA in order to complete the construction of the Science Building at SCC.

The cost for these administrative services is estimated at \$18,000.00 with no additional reimbursable expenses.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$18,000.00 as presented.

Fiscal Impact:	\$18,000.00	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

PROFESSIONAL SERVICES AUTHORIZATION

Client: RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640
Attn: Darryl Odum, Director of Construction and District Support Services
Phone: (714) 480-7510 Fax: (714) 796-3910

Project No.: 21050.20 Date: January 10, 2010
Project: Santiago Community College - Science Building (State Funded)
Location: Orange PSA No.: 5
Office: Irvine Issued By: Young Min
Client Contract: LPA PIC: Chris Torrey
Client Job No.: License #: C17881
LPA PM: Young Min

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated June 26, 2001 for additional information. The 'Terms & Conditions' are a part of this agreement. This project is generally described as:

Santiago Canyon College Science Building (State Funded) located in the Rancho Santiago Community College District.

LPA will provide: [ ] New Services [X] Additional Services [ ] Revised Scope of Services

Services shall include:

Extension of Construction Administration Services from March 31, 2010 through January 31, 2011.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee: Phased Fixed Fee \$18,000.00
Reimbursable Expenses: None \$0.00

The following consultants shall provide services for this scope of services:

Special Conditions:

None

Table with 4 columns: Contract Status, Services, Expenses, Contract Total. Rows include Original Contract Amount, Total of Previous Addenda, Previous Totals, This PSA Amount, and New Fee Totals.

Client Authorized Signature Date

LPA Authorized Signature Date

Handwritten signature of Darryl Odum dated 1/10/11

Handwritten signature of Christopher D. Torrey dated 1-11-11

Christopher D. Torrey, AIA Principal, LEED AP

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Change Order #1, Bid #1134 – Landscaping for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Sierra Landscaping Co. Inc. for Bid #1134, landscaping of the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$1,306.00. The revised contract amount is \$468,206.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are .28% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Bid #1134 for Sierra Landscaping Co. Inc., landscaping for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$1,306.00	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College	Bid No. 1134	P.O. # 10-BP000239
	D.S.A. No. 04-110566	
Contractor: Sierra Landscape Co Inc	Change Order No. 1	
Architect: LPA, Inc	Date: 2/1/11	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$466,900.00
Previous Change Orders	\$0.00	
This Change Order	\$1,306.00	
Total Change Orders		\$1,306.00
Revised Contract Amount		\$468,206.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 22, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 22, 2011

Architect \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Construction Manager - Seville Construction Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

District Inspector \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Darryl A. Odum  
Director - District Construction and Support Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Assistant Vice Chancellor - Facility Planning \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Peter J. Hardash  
Vice Chancellor, Business Operations/Fiscal Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College	Bid No. 1134	P.O. # 10-BP000239
	D.S.A. No. 04-110566	
Contractor: Sierra Landscape Co Inc	Change Order No. 1	
Architect: LPA, Inc	Date: 2/1/11	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Place rip rap at existing catch basin per RFI#13R1</p> <p><u>REASON:</u> Protect existing drainage Inlet from erosion Unforeseen Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,306.00
	Sub-Total	\$0.00	\$1,306.00
	Total		\$1,306.00

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Change Order #1, Bid #1136 – Concrete for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Tidwell Concrete Construction for Bid #1136, concrete for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$1,389.00. The revised contract amount is \$805,321.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are .17% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Bid #1136 for Tidwell Concrete Construction, concrete for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$1,389.00	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College	Bid No. 1136	P.O. # 10-P000234
	D.S.A. No. 04-110566	
Contractor: Tidwell Concrete Construction	Change Order No. 1	
Architect: LPA, Inc	Date: February 1, 2011	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$803,932.00
Previous Change Orders	\$0.00	
This Change Order	\$1,389.00	
Total Change Orders		\$1,389.00
Revised Contract Amount		\$805,321.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 22, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 22, 2011

Architect \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Construction Manager - Seville Construction Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

District Inspector \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Darryl A. Odum  
Director - District Construction and Support Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Assistant Vice Chancellor - Facility Planning \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Peter J. Hardash  
Vice Chancellor, Business Operations/Fiscal Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College		Bid No. 1136	P.O. # 10-P000234
Contractor: Tidwell Concrete Construction		D.S.A. No. 04-110566	
Architect: LPA, Inc		Change Order No. 1	
		Date: February 1, 2011	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide a 36 x 35 concrete pad with a galvanize pole @ NW Parking Lot</p> <p><u>REASON:</u> For a new pay station Installed by the college</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,388.67
Sub-Total		\$0.00	\$1,388.67
Total			\$1,388.67

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Change Order #1, Bid #1139 – Electric for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Dynalectric, Inc. for Bid #1139, electric for the Athletic/Aquatic Complex.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$4,246.78. The revised contract amount is \$1,204,246.78. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are .35% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #1, Bid #1139 for Dynalectric, Inc., electric for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$4,246.78	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1139	P.O. # 10-BP000226
	D.S.A. No. 04-109232	
Contractor: Dynalectric	Change Order No. 1	
Architect: The Austin Company	Date: 2/3/11	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,200,000.00
Previous Change Orders	\$0.00	
This Change Order	\$4,246.78	
Total Change Orders		\$4,246.78
Revised Contract Amount		\$1,204,246.78
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 22, 2011

Architect \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Construction Manager - Seville Construction Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

District Inspector \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Darryl A. Odum  
Director - District Construction and Support Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Assistant Vice Chancellor - Facility Planning \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Peter J. Hardash  
Vice Chancellor, Business Operations/Fiscal Services \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1139	P.O. # 10-BP000226
Contractor: Dynalectric	D.S.A. No. 04-109232	
Architect: The Austin Company	Change Order No. 1	
	Date: 2/3/11	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Investigation of existing electrical ductbank</p> <p><u>REASON:</u> To make sure that Edison ductbank was not active prior to removing from site (Unforeseen Condition)</p> <p><u>REQUESTOR:</u> District:</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$4,246.78
	Sub-Total	\$0.00	\$4,246.78
	Total		\$4,246.78

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1053 – Science Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2007, the District approved a contract with Reed Thomas Company, Inc. to complete the earthwork portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$195,982.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the earthwork portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No.	1053	P.O. #	08-P0003735
		D.S.A. No.	04-107804		
Contractor:	Reed Thomas Company, Inc.	Change Order No.	2		
Architect:	LPA, Inc.	Date:	October 27, 2010		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$89,000.00
Previous Change Orders	\$8,820.00	
This Change Order	-\$2,500.00	
Total Change Orders		\$6,320.00
Revised Contract Amount		\$95,320.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	294 calendar days	
Total Time Extensions		294 calendar days
Original Completion Date		July 20, 2010
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		November 15, 2010

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville Construction Services Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Authorized Signature Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Authorized Signature Date

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1053	P.O. # 08-P0003734
Contractor:	Reed Thomas Company, Inc.	D.S.A. No.	04-107803
Architect:	LPA, Inc.	Change Order No.	2
		Date:	October 27, 2010

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$92,000.00
Previous Change Orders	\$8,820.00	
This Change Order	-\$158.00	
Total Change Orders		\$8,662.00
Revised Contract Amount		\$100,662.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	294 calendar days	
Total Time Extensions		294 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		November 15, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1053/Science Building, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of December, 2007, which contract was made with Reed Thomas Company, Inc., 08-P003734/3735, as contractor; that said improvements were completed on the 21<sup>st</sup> day of May, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Merchants Bonding Company.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1057– Science Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2007, the District approved a contract with Best Contracting Services to complete the thermal/moisture protection portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$939,685.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the thermal/moisture protection portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1057/Science Building, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of December, 2007, which contract was made with Best Contracting Services, 08-P003736/3737, as contractor; that said improvements were completed on the 21<sup>st</sup> day of May, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is The Guarantee Company of North America.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1060 – Science Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2007, the District approved a contract with Dow Diversified, Inc. to complete the lab, casework and fixtures portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$1,429,928.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the lab, casework and fixtures portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1060	P.O. # 08-P0004289
		D.S.A. No.	04-107804
Contractor: Dow Diversified Inc		Change Order No.	3
Architect:	LPA, Inc.	Date:	8/6/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,166,718.00
Previous Change Orders	\$42,622.00	
This Change Order	\$2,252.00	
Total Change Orders		\$44,874.00
Revised Contract Amount		\$1,211,592.00
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	235 calendar days	
Total Time Extensions		265 calendar days
Original Completion Date		August 20, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		August 23, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
Darryl A. Odum _____ Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
Peter J. Hardash _____ Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

<h1 style="margin: 0;">CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1060	P.O. # 08-P0004288
		D.S.A. No. 04-107803	
Contractor:	Dow Diversified Inc	Change Order No. 3	
Architect:	LPA, Inc.	Date: October 7, 2010	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$206,359.00
Previous Change Orders	\$11,977.00	
This Change Order	\$0.00	
Total Change Orders		\$11,977.00
Revised Contract Amount		\$218,336.00
Previous Time Extensions	30 calendar days	
Time Extension - This Change Order	244 calendar days	
Total Time Extensions		274 calendar days
Original Completion Date		August 20, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		October 25, 2010

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum	Authorized Signature	Date
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash	Authorized Signature	Date
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date



RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1060/Science Building, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of December, 2007, which contract was made with Dow Diversified, Inc., 08-P004288/4289, as contractor; that said improvements were completed on the 21<sup>st</sup> day of May, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Fidelity & Deposit Company of Maryland.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California    )  
                                  §  
County of Orange    )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1062 – Science Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2007, the District approved a contract with Cosco Fire Protection, Inc. to complete the fire protection portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$422,021.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the fire protection portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1062	P.O. # 08-BP000202
Contractor: Cosco Fire Protection, Inc		D.S.A. No.	04-107804
Architect:	LPA, Inc.	Change Order No.	2
		Date:	October 7, 2010

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$234,000.00
Previous Change Orders	\$10,598.00	
This Change Order	\$10,000.00	
Total Change Orders		\$20,598.00
Revised Contract Amount		\$254,598.00
Previous Time Extensions	40 calendar days	
Time Extension - This Change Order	257 calendar days	
Total Time Extensions		297 calendar days
Original Completion Date		July 28, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		October 25, 2010

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville Construction Services Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Authorized Signature Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Authorized Signature Date

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	1062	P.O. #	08-BP000201
		D.S.A. No.	04-107803		
Contractor: Cosco Fire Protection, Inc		Change Order No. 2			
Architect:	LPA, Inc.	Date: October 6, 2010			

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$165,500.00
Previous Change Orders	\$1,923.00	
This Change Order	\$0.00	
Total Change Orders		\$1,923.00
Revised Contract Amount		\$167,423.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	297 calendar days	
Total Time Extensions		297 calendar days
Original Completion Date		July 28, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		October 25, 2010

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville Construction Services Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Authorized Signature Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Authorized Signature Date

RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1062/Science Building, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of December, 2007, which contract was made with Cosco Fire Protection, Inc., 08-BPO0201/0202, as contractor; that said improvements were completed on the 21<sup>st</sup> day of May, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is California Bank & Trust.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1068 – Science Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On December 10, 2007 the District approved a contract with Mitsubishi Electric & Electronics USA, Inc. to complete the passenger elevator installation at the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$224,558.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the passenger elevator installation portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No.	1068	P.O. #	08-P0004847
		D.S.A. No.	04-107804		
Contractor: Mitsubishi Electric & Electronics USA Inc		Change Order No. 1			
Architect:	LPA, Inc.	Date: 9/22/10			

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$110,921.00
Previous Change Orders	\$0.00	
This Change Order	\$0.00	
Total Change Orders		\$0.00
Revised Contract Amount		\$110,921.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	274 calendar days	
Total Time Extensions		274 calendar days
Original Completion Date		August 20, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		October 11, 2010

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville Construction Services Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Authorized Signature Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Authorized Signature Date

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1068	P.O. # 08-P0004845
		D.S.A. No.	04-107803
Contractor:	Mitsubishi Electric & Electronics USA Inc	Change Order No.	1
Architect:	LPA, Inc.	Date:	9/22/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$113,637.00
Previous Change Orders	\$0.00	
This Change Order	\$0.00	
Total Change Orders		\$0.00
Revised Contract Amount		\$113,637.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	274 calendar days	
Total Time Extensions		274 calendar days
Original Completion Date		August 20, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		October 11, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date



RECORDING REQUESTED BY:  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1068/Science Building, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of December, 2007, which contract was made with Mitsubishi Electric & Electronics USA, Inc., 08-P004845/4847, as contractor; that said improvements were completed on the 21<sup>st</sup> day of May, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>n</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Fidelity & Deposit Company of Maryland.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California    )  
                                  §  
County of Orange    )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Notice of Completion, Bid #1076 – Science Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On February 25, 2008, the District approved a contract with Best Contracting Services to complete the glass/glazing portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$2,910,389.14.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Notice of Completion for the glass/glazing portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1076	P.O. # 08-P0004494
Contractor: Best Contracting Services	D.S.A. No.	04-107804	
Architect: LPA, Inc.	Change Order No.	7	
	Date:	January 3, 2011	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,640,410.00
Previous Change Orders	\$138,295.86	
This Change Order	-\$1,326.06	
Total Change Orders		\$136,969.80
Revised Contract Amount		\$1,777,379.80
Previous Time Extensions	269 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		269 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		January 18, 2011

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville Construction Services Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Authorized Signature Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Authorized Signature Date

# CHANGE ORDER

Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	1076	P.O. #	08-P0004493
		D.S.A. No.	04-107803		
Contractor:	Best Contracting Services	Change Order No.	6		
Architect:	LPA, Inc.	Date:	8/25/10		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,042,990.00
Previous Change Orders	\$86,364.34	
This Change Order	\$3,655.00	
Total Change Orders		\$90,019.34
Revised Contract Amount		\$1,133,009.34
Previous Time Extensions	90 calendar days	
Time Extension - This Change Order	179 calendar days	
Total Time Extensions		269 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		September 13, 2010

\_\_\_\_\_  
Architect Authorized Signature Date

\_\_\_\_\_  
Contractor Name Authorized Signature Date

\_\_\_\_\_  
Construction Manager - Seville Construction Services Authorized Signature Date

\_\_\_\_\_  
District Inspector Authorized Signature Date

Darryl A. Odum  
\_\_\_\_\_  
Director - District Construction and Support Services Authorized Signature Date

\_\_\_\_\_  
Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash  
\_\_\_\_\_  
Vice Chancellor, Business Operations/Fiscal Services Authorized Signature Date

**RECORDING REQUESTED BY:**  
Rancho Santiago Comm. Coll. District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

**AND WHEN RECORDED MAIL TO:**

Mr. Darryl A. Odum  
Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

**THIS SPACE FOR RECORDER'S USE ONLY**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1076/Science Building, the contract for the doing of which was heretofore entered into on the 25<sup>th</sup> day of February, 2008, which contract was made with Best Contracting Services, 08-P004493/4494, as contractor; that said improvements were completed on the 21<sup>st</sup> day of May, 2010, and accepted by formal action of the governing Board of said District on the 22<sup>nd</sup> day of February, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is The Guarantee Company of North America.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California )  
                                  §  
County of Orange )

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_ California, on  
\_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
(include name of corporation, partnership, etc., if any)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of the Rancho Santiago Community College District Strategic Technology Plan	
Action:	Request for Approval	

**BACKGROUND**

In the Fall of 2007, the district formed a technology committee called the Technology Advisory Group (TAG). The purpose of this committee was to coordinate technology requests, support the development of policies and procedures, and to promote student learning through technology. April 2010, the first Strategic Technology Plan was approved by the Rancho Santiago Community College District Board of Directors.

**ANALYSIS**

On an annual basis, TAG, along with Information Technology Services (ITS), updates the Strategic Technology Plan's (STP) planning elements which provides guidance in response to the many technology related requests. The goal is to serve the needs of the students, faculty, and employees of both colleges and the district office while responsibly managing the related expenses.

In the 2011 STP, the committee recommends the colleges increase their support for Technology and Instruction by developing their instructional technology departments. The committee also suggests that the district create a centralized help desk to enhance and extend the services provided to students, faculty and staff. The Cost Summary is a new addition which provides an overview of the plans project costs, and more budget details are included for each project.

STP is a "living" document to remain flexible in order to keep up with the fast pace of changing technology. STP is a transparent means to facilitate the growth of information and technology.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Strategic Technology Plan as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2011
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



**Santiago  
Canyon  
College**



**RANCHO SANTIAGO**  
COMMUNITY COLLEGE DISTRICT

# **Rancho Santiago Community College District Strategic Technology Plan**

## **2011 – 2012**

Approved by the Technology Advisory Group – January 6, 2011

Approved by the Budget Allocation and Planning Review Committee – January 19, 2011

Approved by the Chancellor's Cabinet – February 11, 2011

Approved by Rancho Santiago Community College District Board of Trustees

# Table of Contents

## Executive Summary

- I. 2010-2011 Accomplishments
- II. 2011-2012 Projects
- III. 2-5 Year Plan

## Strategic Technology Plan

- I. Introduction
- II. Planning Elements
  - A. Technology Advisory Group
  - B. Information Technology Services Structure
  - C. Guiding Principles for Technology
  - D. Assumptions
  - E. Assessment of Technology
- III. Standards
  - A. Network Infrastructure
  - B. Computers
  - C. Media Services
  - D. Software
- IV. Technology and Instruction
- V. Enterprise Resource Planning Systems
- VI. Web Presence
- VII. Training and Staff Support

## 2011-2012 Projects and Related Cost

- I. Strategic Technology Plan Cost Summary
- II. Positions Request
- III. Projects
- IV. Technology Equipment Replacement
- V. Network and Communication Equipment Replacement
- VI. Software and Hardware Maintenance



# **Executive Summary**

## **Executive Summary**

The Rancho Santiago Community College District (RSCCD) Strategic Technology Plan is a dynamic document that is reviewed and revised annually in order to respond to rapid changes in technology. The Strategic Technology Plan is a collaborative project developed by the Technology Advisory Group, which includes representatives from Santa Ana College (credit and non-credit), Santiago Canyon College (credit and non-credit) and the District Office.

The plan's intention is to unify goals into one central document as they relate to technology, including those of the colleges, as well as of the district Information Technology Services Office. Primarily, this document outlines the assumptions made during the committee's planning process and describes the broad areas of technology.

## **2010-2011 Accomplishments**

Over the past year, the Information Technology Services and the Technology Advisory Committee, with the support of Santa Ana College and Santiago Canyon College:

### *Network, Infrastructure, and Cable Plant*

- ✓ Began migration to Exchange 2010
- ✓ Developed a plan to replace the wireless system at SAC, which will become the standard for all locations
- ✓ Replaced network equipment according to the recommended refresh cycle
- ✓ Began phase I of the business resumption strategy

### *Computers and Projectors*

- ✓ Replaced computers, servers, and printers
- ✓ Replaced classroom projectors
- ✓ Researched inventory tracking systems
- ✓ Began transition to Windows 7 and Office 2010

### *Enterprise Resource Planning*

- ✓ Began migration of servers to Windows and SQL 2008 and Dot Net Framework
- ✓ Implemented Title V requirements for course repetition grades, attendance tracking and student early alert
- ✓ Implemented online faculty evaluations, and online management/supervisory evaluations
- ✓ Implemented electronic add codes to enhance online registration process
- ✓ Implemented OCDE direct integration payroll process for Continuing Education Part-Time Faculty
- ✓ Began implementation of web based services to facilitate the general ledger posting of accounting information
- ✓ Implemented a document imaging solution for financial aid
- ✓ Implemented a bookstore voucher system
- ✓ Implemented CurricuNet, a curriculum management system

- ✓ Began transition of the SAC and District's websites to a SharePoint based product from Sector Point

#### *Training and Help Desk support*

- ✓ Developed a strategy for training and Help Desk support

### **2011-2012 Projects**

#### *Network, Infrastructure, and Cable Plant*

- ✓ Complete Wireless project Phase II
- ✓ Complete Business Resumption Project—Phase II
- ✓ Perform Security/Penetration testing

#### *Computers and Projectors*

- ✓ Replace computers, servers, and printers according to the recommended refresh cycle
- ✓ Replace classroom projectors according to the recommended refresh cycle

#### *Enterprise Resource Planning*

- ✓ Complete server migration to Windows and SQL 2008, and Dot Net Framework
- ✓ Complete implementation of web based services to facilitate the general ledger posting of accounting information
- ✓ Implement a document imaging solution for Admissions and Records
- ✓ Complete the migration of the SAC and District's Websites to SharePoint portal
- ✓ Begin implementation of Datatel's SharePoint product
- ✓ Begin the Oracle to SQL migration
- ✓ Replace Library Servers
- ✓ Investigate and enhance course management software

#### *Training and Help Desk support*

- ✓ Implement Help Desk support department

### **2-5 Year Plan**

- ✓ Become a leader in instructional and administrative technology
- ✓ Investigate and select software systems to meet the growing needs of the colleges' libraries.
- ✓ Define and implement a strategy for an instructional support and training center

# **Strategic Technology Plan**

Rancho Santiago Community College District  
**Strategic Technology Plan**  
2009-2012

## **I. Introduction**

The Rancho Santiago Community College District (RSCCD) Strategic Technology Plan (STP) is a collaboration of the District Operations Center (DOC), Santa Ana College (SAC) and Santiago Canyon College (SCC). The current plan was written by members of the Technology Advisory Group (TAG). Through weekly meetings and collaborative research, the plan was first completed in April 2010. Each member of TAG participated in the development of this plan, providing valuable input in their area of expertise. Also, considerable effort was made to align the STP with the colleges' educational mission to optimize technology for student learning and promote successful student outcomes.

The STP shall remain a "living document" that is reviewed and updated annually and used as an assessment guide for current and future technology needs at the colleges and within the district. A copy of the plan will be submitted by TAG to the SAC and SCC college councils, advisory committees and to the RSCCD Chancellor's Cabinet to update the committees on the technology implementation milestones achieved, as well as the technology challenges that face the colleges and district.

With the amount of technology information rapidly changing, the RSCCD recognizes the importance technology plays in the lives of its students and employees. Because information and communications technologies serve as the basis for influencing how people work, learn, communicate and do business, RSCCD is constantly evaluating and strategizing cost-effective ways to meet the technology expectations and demands of its students and workforce while being mindful of its budget.

The purpose of the STP is to serve as a benchmark for information and communication technologies currently being used throughout the district. This benchmark will be used to establish technology guidelines, standards and policies that will help guide the DOC, SAC, SCC and the college's non-credit educational centers, Centennial Education Center (CEC) and Orange Education Center (OEC), in response to the future technological needs of their faculty, staff and students. The plan, however, remains flexible to accommodate rapidly evolving technology and funding issues that may face the colleges and/or district.

The STP also includes administrative procedures and recommendations that need to be followed in order for the colleges and district to maintain the students and employees expectations for technology. These procedures and recommendations outline the budgetary requirements required to maintain currency in technology and infrastructure. The plan includes future staffing needs that require consideration to support the colleges' growth in technology.

Another purpose of the STP is to create alignment between SAC and SCC's technology plans, along with the California Community Colleges (CCC) Technology III Plan (2007-2010).

## **II. Planning Elements**

### **A. Technology Advisory Group (TAG)**

In Fall 2007, RSCCD established a district Technology Advisory Group (TAG) that meets once a month to discuss, evaluate, recommend and share information and ideas related to the information and communication technologies used within the district.

Members of TAG include administrators, faculty and classified staff from both colleges and the district offices who are immersed in the implementation of technology or oversee technology functions as a part of their regular job. The 2010-2011 TAG members include:

<b>Name</b>	<b>Affiliation</b>
Childress, Curtis	SCC ITS
Fujimoto, Norm	SAC CIO
Hicks, Raymond	SAC Faculty
Hopkins, Dean	Public Relations
James, Scott	SCC Classified
Kushida, Cherylee	SAC Dist. Ed.
LeTourneau, Sylvia *	ITS
Miller, Becky	SAC TAC
Mora, Aracely	SCC CIO
Pacino, Joe	SAC Classified
Quach, Nicholas	SAC ITS
Rabii, Narges	SCC Faculty
Shahbazian, Roy	SAC TAC
Sotelo, Sergio	CEC
Stringer, Martin	SCC TAC
Vargas, Jose	OEC
Wong, Lana	SCC Faculty

\* Committee chair

### **TAG Vision**

*To advance the operational efficiency and optimize student learning through technology.*

### **TAG Mission**

*To support district and college associated committees, groups and departments by coordinating technology requests, supporting the development of technology policies and procedures, and promoting student learning through technology.*

Any technology recommendation or decision made by TAG is forwarded to RSCCD's Chancellor's Cabinet for approval.

### **B. Information Technology Services (ITS) Structure**

RSCCD maintains a centralized and collaborative Information Technology Services (ITS) department led by the Assistant Vice Chancellor. One of the primary missions of ITS, is to provide students and employees with quality technology services and systems that foster learning, productivity and collaboration.

The majority of ITS systems and services are centrally run from the DOC, but the department provides technical services and staffing to SAC, SCC and all of the educational centers and training sites within the district. ITS is responsible for operating and maintaining the physical infrastructure required to service the district's computer and telephone networks. The department also oversees the core business and

communication systems that include email, telephone, student information, financial, and human resources.

The department is divided into four areas, which include Application Systems, Network Administration and Academic Support departments at SAC and SCC. Below is a list of services and responsibilities provided district wide by the individual ITS departments:

### **Application Systems**

- Manage and integrate Enterprise Resource Planning (ERP) Systems
- Evaluate and integrate third party vendor functionality into ERP
- Provide State MIS reporting systems and services
- Maintain RSCCD research data warehouse
- Provide and maintain internal web/intranet/portal systems and services

### **Network Administration**

- Host and maintain application servers
- Host and maintain enterprise storage systems
- Design, implement and maintain network and infrastructure equipment
- Develop strategies to manage network growth and internet bandwidth usage
- Develop mechanisms that provide a safe and reliable network (e.g. firewalls, antivirus, intrusion systems)
- Perform backups of enterprise data
- Maintain telecommunication system
- Maintain physical cable plant

### **Academic Support**

- Provide site-licensed operating system and business application software
- Install instructional software and equipment for faculty
- Procure and maintain academic servers
- Provide technical expertise of hardware/software specifications to colleges that meet district standards and instructional requirements
- Develop system and maintain instructional inventory of hardware and software
- Develop effective system in deploying, maintaining and monitoring classroom equipment and software
- Provide technical assistance to faculty, staff, and students on an as-needed basis
- Procure and maintain college computers, servers and printers
- Collaborate with Media Systems department to support classrooms

## **C. Guiding Principles for Technology**

If RSCCD is to be successful in implementing its vision of technology and accomplishing its strategic goals, it is important for TAG to create a list of guiding principles that will define and direct the criteria for decision making in regards to purchasing and using information technology.

Below is a list of TAG's guiding principles:

- Our colleges strive to provide leadership in technology for the communities they serve.
- Students and the community deserve the best technology that is available.
- Technology can enhance RSCCD's ability to provide multiple modes of access and a consistent delivery of all services.
- Continuous assessment of technology services is vital for ongoing improvement.

- Critical district wide services/data must be standards-based, reliable and secure.
- Ease-of-use must be a factor in selecting and implementing new technology.
- Intra-district communication is a mission-critical element.
- Technology planning must be a major factor in local and district wide funding decisions.
- Funding for the development and upgrading of infrastructure must be considered in the budgeting process.
- ITS provides a district wide coordinating function.
- The integrity of data must be assured and safeguarded.
- Staffing should increase in proportion to the implementation and application needs of technology.

#### **D. Assumptions**

A primary reason that TAG has developed the STP is to insure that RSCCD looks to the future and develops progressive learning and working environments for its students and employees in order to foster positive student learning outcomes through the use of technology. Below is a list of planning assumptions developed based upon the input provided by members of TAG. The assumptions include the current internal and external environmental factors that affect the development and implementation of the STP. As assumptions change, the STP is to be modified accordingly. Therefore, an annual review of the STP will occur.

#### **Student Assumptions:**

- Students need access to resources and services at any time from any location.
- Student expectations and skills vary widely but are generally increasing.
- All electronic instructional materials and services meet or exceed Americans with Disabilities Act accessibility guidelines.
- Technology supports successful instruction.
- Technology is similar to and at relative parity with other local colleges.

#### **Employee Assumptions:**

- Faculty members expect current technology to support and enhance instruction.
- Technology requires more specialized staffing.
- Technology requires continuous employee training.
- Technology redefines work culture and environment.
- Staff development and communication is dependent on technology.

#### **Support Assumptions:**

- District wide technology cooperation will become increasingly critical.
- The demand for *general* technology support and adaptive technology support will continue to increase.
- Assess technology to assure the Americans with Disabilities (ADA) Act Standards are being met.
- Continually evaluate technology to improve and streamline business processes.
- Meet the growing demand for emerging technologies.
- Employ the most highly qualified technical support staff possible.

#### **Resource Assumptions:**

- The need for technology will always be greater than the resources provided.
- Due to the extreme budget crisis, the funds allocated for technology enhancements may be reduced.
- Federal stimulus money may be available for infrastructure updates and expansion.



- In order to make the most effective use of resources, a coordinated plan (like the STP) is needed for the design, deployment and use of technology.

**General Assumptions:**

- Demand for electronic access and communication will increase.
- Technology-related costs will continue to increase.
- A balance between a secure and service-oriented environment will be provided.
- Security will become more important for data integrity.
- Continuous updates in infrastructure, hardware and software will be provided.
- Reliance on the internet to accomplish essential functions will increase.
- Our electronic communication includes email, internet, intranet, mobile phones, PDAs, telephone conferencing, videoconferencing, wireless and remote access.
- New and easy-to-use technology will be implemented for all employees.

**E. Assessment of Technology**

Incorporating an assessment process into the STP fosters a more collaborative environment between the district and the colleges, creating an atmosphere where new technology and ideas can be presented and discussed. The results of technology sharing will continually help TAG develop a centralized process for managing innovation, implementing new ideas in technology, and evaluating its current technology standards.

A key component of the plan is imbedding a mechanism to evaluate and assess its purpose. On a regular basis, information is gathered through our research department, surveys, focus groups, managerial reviews, professional observations, program reviews, faculty/department advisory groups, and planning portfolios to help TAG evaluate and prioritize the technology needs of the district and colleges in order to allocate resources appropriately, better serving students and employees.

**F. Resource Planning and Obsolescence**

The development of technology standards and a centralized planning process allows TAG to be mindful of its budgets for future technology. With the regular assessment of technology incorporated into the STP, TAG plans and develops yearly timelines to coordinate the replacement and reallocation of computers, software, and hardware that have become obsolete.

**III. Standards**

Creating technology standards allows the district to consolidate and streamline business processes, leverage its buying power, and provide better support and training. The district recognizes the importance of allowing flexibility to create collaborative environments among its faculty and staff to explore new technologies that could benefit departments, programs, colleges or the district as a whole.

**A. Network Infrastructure**

One of the biggest challenges an educational institution faces is managing and maintaining its IT network infrastructure. The challenge also holds true for RSCCD, where demands, both internal and external, continue to increase as more administrative functions and business processes are automated or web-based. A secure, reliable, 24/7 connection to the district network and internet is a necessity. It is also important for the network infrastructure to be designed in a way that allows for scalability and growth. The district is mindful of its resources and continues to look for ways to maintain its network resources in a responsible manner, and it adopts proven technology rather than base its infrastructure on the latest fad.

RSCCD's network infrastructure is based on CISCO equipment, which manages the network traffic between the district operations center, colleges, and educational centers over a redundant *gigaman* connection and fiber backbone. An industry-accepted network management tool monitors RSCCD's equipment health, including traffic collisions, hardware outages, and application failures.

RSCCD's connection to the World Wide Web (WWW) is provided by the Corporation for Educational Network Initiatives in California (CENIC), which provides network connectivity to educational campuses statewide.

RSCCD is moving toward a "Same Sign On" strategy, which will use its existing Active Directory (AD) system for authentication for services that primarily involve its employees, such as for email. Services for students, like Blackboard and WebAdvisor, use the Lightweight Directory Access Protocol (LDAP) system. Once the "Same Sign On" capacity is in place, all passwords will be changed in one place for all corresponding services simultaneously, then encrypted, and stored in both authentication systems.

Offering wireless access to the district and college networks is increasingly important as more mobile devices and laptop computers are used as learning tools by faculty, staff, and students. Accessibility to a secure wireless connection will continue to expand in public areas, WI-FI hot spots, academic classrooms and other venues, such as the library, athletic fields, and administrative buildings as budget allows.

Centralized services provided by the Network team within ITS include:

**Email**—the email infrastructure is based on Microsoft Exchange 2003 which resides on a cluster of servers running Windows 2003. This system currently supports full-time faculty, staff and part-time instructors, which is approximately 4,000 accounts. We also maintain gateway servers to ward off spam and viruses.

**Remote**—the district provides remote access through dedicated remote access appliances which provide a secure tunnel from the end-user to the district. With remote access, an employee gains secure access to email, private directories, district intranet, etc.

**Servers/Virtual Servers**—the district maintains over 100 servers, both physical and virtual. As new systems are required, ITS determines if the server requires a virtual or physical solution. Virtualization saves power and space, while providing flexibility to meet users' demands. A routine patch schedule exists that coincides with Microsoft's "patch Tuesday" to keep current with the latest security updates and threat protection. In addition, the district maintains several Linux servers.

**Centralized Storage**—the district's centralized storage solution is comprised of both storage area network (SAN) and network attached storage (NAS) solutions. As the systems grow, ITS evaluates which systems fit best on either the SAN or NAS in order to centralize storage and backup.

**Antivirus/spyware**—The antivirus and firewall product Symantec End Point is leveled at centrally managed environments to protect servers and workstations. ITS uses an antivirus server that monitors client workstations for threats and notifies the network team of viruses to be eliminated. If a serious threat arises, ITS has the ability to take immediate action to shut down individual work stations to prevent further infection.

**Telecommunications**— In summer 2009, RSCCD implemented a new Voice over Internet Protocol (VOIP) system from CISCO. Their product, Cisco Unified Communications Manager (CUCM) is an enterprise-class IP telephone call processing system that provides traditional telephony features, as well as

advance capabilities, such as mobility, presence, preference, and rich conferencing services. The new system replaces the old PBX and Centrex systems, reducing monthly costs.

At a minimum, the supporting electronics are on the following replacement cycle:

<b>Equipment Type</b>	<b>Replacement Cycle</b>
Core/Backbone	10 years
IDF	5 years
Edge	Replaced when no longer able to repair
Wireless	5 years
SAN/NAS	5 years plus growth
Physical layer—Project based	15 years minimum
Call Manager	5 years

## **B. Computers**

Generally a computer user falls into one of three types: Heavy, Moderate, or Light. Determining a user type depends on two key factors: how computation intensive a task will be, and how quickly the task must be executed.

Heavy users

- Require computers to have fast and reliable processors to complete timely tasks.
- Require computers with large amounts of memory to run one or multiple applications at once.
- Use their computers more than 75 percent of the time.

Examples of a heavy user include, but are not limited to: jobs/tasks that are graphic or computation intensive in nature, such as graphic design, CAD/CAM, and business and computer classes.

Moderate users

- Require computers that have average to above average processors to perform their daily tasks.
- Require computers that have average to above average amounts of memory to run one or multiple applications at once.

Examples of a moderate user include, but are not limited to: jobs/tasks that are somewhat graphic, computationally intensive, very graphic, or computation intensive, but not very time sensitive, such as everyday office tasks. The majority of academic computers, placed in classrooms and labs, and employee computers fall into this category.

Light users

- Require computers that have average processors to perform their daily tasks.
- Require computers that have average amounts of memory to run one or multiple applications at once.
- Light users tasks are not graphic, computation intensive or time sensitive in nature.

Examples of a light user include, but are not limited to: jobs that require access to the internet and tasks such as word processing, spreadsheet calculations, and basic database management. Additionally, it includes all computers used for basic functions, such as registering for classes online.

The useful life of equipment for heavy users is the shortest, followed by moderate users, and then by light users, which have the longest useful life. Because of this, equipment that is no longer suitable for the heavy users' high need for computing power may still be serviceable for the moderate or light users' lesser needs for computing power, and therefore can be recycled.

Establishing life cycles for technology helps the district to determine what equipment is obsolete or nearing the end of its service life, requiring its replacement. A comprehensive technology life cycle policy enables the college to predict costs and use funds more efficiently.

There are three main technologies with defined life cycles:

- Computers with monitors – Academic & Administrative
- Network Printers – Academic & Administrative
- Servers – Academic & Administrative

In order to define a life cycle for a given technology, both the service life and the useful life of the technology must be considered. Service life is the amount of time that the technology typically lasts before requiring maintenance and repairs beyond its value. Useful life of the technology is the amount of time before the technology is rendered obsolete by advances in that technology. Useful life, unlike service life, is a floating value determined primarily by the users’ needs.

Because the useful life of technology is determined by the users’ needs, equipment that is no longer useful to a user with heavy demands may be useful to another user with lesser demands. This means it is possible to redeploy technology that is obsolete in one role into another role where it is still useful. By redeploying old technology, significant cost saving can be realized.

<b>Equipment Type</b>	<b>Maximum Service Life</b>	<b>Maximum Useful Life</b>
Computers with monitors	6 Years	3 Years – Heavy Users 5 Years – Moderate Users
Network Printers – Academic & Administrative	6 Years	5 Years
Servers	5 Years	4 Years

### **C. Media Services**

Media Services serves two primary purposes, with each college managing the operation differently.

- Media Production develops and creates audio, video, PowerPoint slides, rich media, and web presentation for faculty. Training of faculty and staff is included in their responsibilities.
- Media Systems provides support of Audio Visual (AV) equipment. This includes checkout of equipment, such as digital cameras, laptops, portable projectors and other related AV equipment. Upon request, they may deliver and/or setup up equipment for classrooms instruction and special events. They provide requirements for classroom mediation and work with vendors to install equipment.

Media Services and Academic Support work together to assess the classroom needs before purchases of media equipment. During installation, they continue to work together, to ensure all components operate correctly.

The following items are considered and discussed when mediating a district facility or classroom:

- Functionality
- Future capability
- Current equipment
- Room layout
- Lighting
- Sound
- Electrical outlets—ceiling and wall or floor
- Network Access, including wireless

While the majority of the SAC and SCC classrooms are mediated, the district is continually working toward complete mediation of all classrooms on the college campuses. Mediation has become an important element in the faculty’s teaching practices, and the colleges have recognized the importance of classroom mediation. Therefore, media needs will be identified and subsequent installation required, consisting of a network jack, a projector placement and an instructor station, in all future classroom building construction.

<b>Equipment Type</b>	<b>Maximum Service Life</b>	<b>Maximum Useful Life</b>
Projectors	6 Years	5 Years

#### **D. Software**

Most employee computers run on the Windows operating system and feature the Microsoft Office Suite, which includes Excel, Word, PowerPoint and Outlook, for daily computing needs since it is the most widely used set of programs in business and industry and considered the de-facto standard. Outlook is used for district email, professional contact information, and managing one’s calendar and task list. Every user’s Outlook is configured to connect with the back end server (Exchange) that stores users’ data. The server is backed up routinely, and staff can access their data from anywhere using the district’s remote access (remote.rscdd.org).

The two academic support staffs in conjunction with the network staff have agreed on a core set of software in order to minimize any configuration collisions. The core software is funded by ITS, and as updates are released, the academic support staff, with input from the colleges and coordination with the network staff, develop a plan to install the latest versions. Essentially, the updating process consists of three factors: First, if the curriculum demands the newest version, then academic labs and their associated faculty will receive the updated software. Second, the newest software versions will be the standard on all new computers. Finally, faculty and staff needs will be evaluated to determine if their computers need the updated software.

A summary of the “core” set of software programs as defined by the colleges’ Academic Support Directors and the Networking Department are:

- Operating System
- Internet Explorer
- Microsoft Office
- Datatel - Staff
- Adobe Reader
- Apple Quick Time Player
- Windows Real Player

- Flash

Academic departments purchase necessary licenses for specialized software outside the core standard software. Academic Support will install the software on the required computers.

Although the Windows operating system is installed on the majority of computers district wide, ITS supports Macintosh computers used for specific work or academic environments, such as publishing and professional video production. It is appropriate for students interested in these professional fields to learn the Macintosh operating system and its applications in order to prepare for successful careers.

#### **IV. Technology and Instruction**

In regards to the changing technology and the gap in faculty knowledge of these new technologies, the colleges and ITS frequently receive requests to purchase or provide technology/software so that faculty can enhance instruction. Some of the requested technologies have stabilized, some are older technologies not worthy of support, and some are so new they need to be researched. TAG has the responsibility to address these issues to promote appropriate technology in the classroom and online instruction. ITS is committed to support and promote the technologies researched and recommended by TAG.

Under the direction of the colleges' Offices of Distance Education, ITS supports the Blackboard system. However, TAG and ITS recognize and respect that the curriculum developed using these technologies are solely managed by the colleges.

Santa Ana College and Santiago Canyon College are in agreement that faculty at both campuses require instructional and on-going assistance with Blackboard and Distance Education best practice techniques. The administration of course creation, enrollment, assessment and problem resolution in Blackboard can be extensive and requires continual staffing for immediate support of students/faculty. As a classroom that is "open" to students at any time, day or night, the support of faculty and students is a primary concern to both ITS, for hardware, network and Blackboard application support, and the colleges for support of student/faculty account access and specific course support.

From the colleges' perspective, the ideal Distance Education Program for Rancho Santiago Community College District would be one that allows the colleges to remain competitive among other educational institutions and to meet student educational needs and expectations, knowing what currently works at our campus sites. To remain competitive and to more effectively educate students, each college would require an Instructional Technology Program (ITP) of which Distance Education would be a component.

Ultimately, the colleges would like an ITP that includes the following functions: Director of Instructional Technology, Instructional Designer, ITS Liaison, Accessibility Expert (Americans with Disabilities Act), Media Expert, Web Designer, Trainer, Help Desk staff and Programmer. The ITP would require a facility on each campus as a one-stop location providing for a faculty training room, audio and video recording rooms, and equipment checkout and storage area.

As an ultimate solution to assist faculty in providing best practice Distance Education, the ITP would provide a one-stop location for all faculty whether their course be online, hybrid, or face-to-face. It has been the experience of the colleges that faculty require this type of support as a drop-in location on-site. Thus, an ITP is required at each college. Technology is used throughout the curriculum of each college and it is necessary for faculty to have the training, assistance, and tools ready for utilization.

## **V. ERP Systems**

According to the California Community Colleges Technology III plan, “Enterprise Resource Planning (ERP) systems integrate, or attempt to integrate, all data and processes of an organization into a unified system. A typical ERP system will use multiple components of computer software and hardware to achieve the integration.” This has proven true at RSCCD in that we have several software and hardware systems that comprise our ERP.

**Datatel**—Fully integrated solutions for Admissions and Records, Financial Aid, Financials, and Human Resources. These solutions leverage the same comprehensive data to maximize departmental efficiencies by improving departmental workflows, business processes, productivity, and efficiency across the entire district. Datatel is comprised of several Unix and Windows servers, providing “near” 24/7 access via the WebAdvisor product.

**Blackboard**—Designed to meet the needs of both students and faculty to work inside and outside the classroom in ways that make sense to learning. The Blackboard solution is used for our online curriculum, hybrid sections, and as supplemental to the traditional “brick-and-mortar” classes. The district has chosen to have Blackboard host this solution. Information is ported from Datatel to the Blackboard system.

**OCDE**—Orange County Department of Education (OCDE) houses our payroll system which includes entering position and related pay for employees, tracking leave accrual and usage, and tracking timesheet hours.

**CurricuNet**—Designed to automate the entire process of submitting course and program proposals to the State Chancellor’s Office via the web, providing a streamlined process for a cumbersome process. Once course descriptions are approved by the State, they are then entered into Datatel. CurricuNet holds the history while Datatel holds the current descriptions.

**CCC Apply**—Our online application solution was product developed by XAP Corporation with the support of the State Chancellor’s Office and used by many of the California Community Colleges. Datatel has an integration solution to import the data into Datatel.

**Voyager**—Both Santa Ana College and Santiago Canyon College use the Voyager Integrated Library System. This system is based on open architecture to serve today’s academic and research needs.

**Perceptive Software**—Document imaging, document management, and workflow for the thousands of documents that make up a student’s career at our colleges or to simply process an invoice for payment.

**Astra Schedule**—An interactive scheduling system that assists coordination of academic, event, and resource scheduling functions.

**CI Track**—An attendance tracking system to track the time students spend in open-entry/open-exit labs, tutoring centers, fitness centers, and Math labs, English labs, and computer labs.

These solutions contain the mission critical data for the entire district, therefore it is imperative that both the software and hardware are up-to-date, tested, and patched, and that the hardware is budgeted to rely on growth and upgrades.

With the implementation of Datatel, a committee of individuals from key departments was formed to test patches to these systems. With the software so tightly integrated, if a patch was not tested, the error will have a rippling effect, traveling through all the systems. Patches are loaded into a test environment on a monthly basis. This team tests patches and gives the approval to move patches into the production environment. This process is scheduled to occur monthly so the district does not fall behind on patches.

When there are patches to the operating system these solutions run on, they are first certified by the vendor. For example, if Oracle or HP updates their software, Datatel will first certify that their software has been tested on the new platform, then ITS will ask the committee to perform its tests. Once the committee is satisfied and has given ITS approval, the new operating system patches are moved into the production environment.

## **VI. Web Presence**

The district is represented on the internet by three main web sites and a series of niche web sites that are department or division specific. The majority of these sites are created, maintained and hosted on district servers. RSCCD also hosts two intranets for employee communication.

### **External Sites**

RSCCD's three main external web sites include the district ([www.rsccd.edu](http://www.rsccd.edu)), SAC ([www.sac.edu](http://www.sac.edu)) and SCC ([www.sccollege.edu](http://www.sccollege.edu)). Each web site has its own distinct design, features location specific information and is maintained by content managers who use various content management systems to keep the web site's information current. Both SAC and SCC have established web committees, made up of administrators, faculty and staff, who meet regularly to review content, brainstorm and discuss web site enhancements and troubleshoot technical issues that affect the web site.

The RSCCD web site is maintained by a group of content managers from the different departments featured on the web site. The district does not have an established web site committee, but major changes or upgrades to the web site are done in collaboration between ITS and the district's Public Affairs/Governmental Relations department.

All three external site designs reflect the personality of each college and/or district location. The primary purposes of these websites are to provide visitors with:

- Current information on the college's and/or district's educational programs and services.
- Easy way to access enrollment information and register for courses online.
- Important contact numbers.
- Upcoming event information.
- Employment information.

One of the biggest challenges ITS faces is the various ways these three sites are maintained. Currently, all three are updated using different content management systems. Because these sites are large and need to be refreshed regularly it would benefit the district and ITS to deploy an easy to use content management



system for cost savings and reduction in staff training. By implementing one content management system SAC, SCC and RSCCD's web sites could share centralized information (calendars, newsrooms, image galleries, etc.) and be programmed similarly, but look distinctively different. This would also allow ITS to develop standardized procedures to insure all of the college and district web pages meet the accessibility standards that are in the Americans With Disabilities Act.

### **Intranets**

The district hosts two intranets that provide resources for employees. RSCCD has a district-wide intranet which hosts employee-related information and resources, enrollment figures and trends, discussion forums to collect employee feedback on district-related topics, as well as benefit enrollment information.

### **Niche Sites**

The district also hosts niche web sites for several economic development and education programs who are affiliated with the district. These web sites are typically .com or .org sites and are supported with various levels of district resources. At this time there are no formalized style guides for these sites, but the district expects a certain level of professionalism. RSCCD has no formal governance over these sites, but work with department or program administrators when issues arise. Support of these sites is based on availability of staff. These sites include:

Chancellor's Ball ([www.chancellorsball.org](http://www.chancellorsball.org))

Digital Media Center ([www.dmc-works.com](http://www.dmc-works.com))

International Consortium for Educational and Economic Development ([www.iceed.com](http://www.iceed.com))

Orange County Small Business Development Center ([www.ocsbdc.com](http://www.ocsbdc.com))

Orange County Youth Entrepreneurship ([www.ocyep.org](http://www.ocyep.org))

Santa Ana College Art ([www.sac.edu/art](http://www.sac.edu/art)) \*

Santa Ana College Athletics ([www.sac.edu/sports](http://www.sac.edu/sports)) \*

Santa Ana College Dance ([www.sac.edu/dance](http://www.sac.edu/dance)) \*

Santa Ana College Fine & Performing Arts ([www.sac.edu/fpa](http://www.sac.edu/fpa)) \*

Santa Ana College Journalism ([www.sac.edu/journalism](http://www.sac.edu/journalism)) \*

Santa Ana College Music ([www.sac.edu/music](http://www.sac.edu/music)) \*

Santa Ana College Speech ([www.sac.edu/speech](http://www.sac.edu/speech)) \*

Santa Ana College Theatre ([www.sac.edu/theatre](http://www.sac.edu/theatre)) \*

Santa Ana College TV/Video ([sactv.sac.edu](http://sactv.sac.edu))

Workplace Learning Resource Center ([www.rscdd-wplrc.org](http://www.rscdd-wplrc.org))

\* hosted on the external server ([ext.sac.edu](http://ext.sac.edu))

## VII. Training & Support

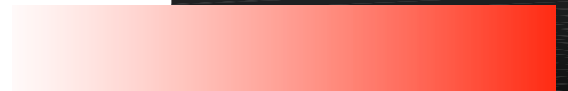
RSCCD is recommending the transition to a centralized Help Desk. Currently, there is a Help Desk at each major location: SAC, SCC and DOC. It is recommended that the centralized Help Desk report to ITS at the District Office, although representatives could be placed at each major site. Calls from all locations throughout the District would come into a central Help Desk call center. The Help Desk Analysts would be responsible for either resolving the issue (e.g. password reset, account creation, file permissions, etc.) or acting as the single point of contact to facilitate the resolution of the issue (e.g. name changes, printer issues, hardware problems).

A centralized Help Desk can provide:

- A superior standard of service – provide the district with an ITS-centric, single point of service with professional, organized, efficient, consistent, and “user friendly” support.
- Accountability – Create a structure and standard for service levels. A single Help Desk Analyst would coordinate the process from start to finish, and follow up with the end user to ensure resolution of the issue. End users would no longer need to contact multiple departments to receive assistance.
- Better and more cost effective coverage – Streamline the Help Desk process and reduce costs, while providing extended support hours and superior service to staff, faculty, and students.
- Timely response – Centralization would assist in reducing response and resolution times. For example if the Help Desk receives several calls around the same time for an application, it would assist ITS in isolating the problem more quickly.
- Training – Development of training tools and a training library to help educate end users on district technology. The Help Desk can organize end user feedback to help identify training needs.
- Create a positive end user perception of the Help Desk and ITS.
- Increase communication – Develop communication forms to identify problems, and mass communication tools to more effectively disseminate information throughout the district.

In the spirit of the mission of Rancho Santiago Community College District, a centralized Help Desk would provide general assistance and training to students and staff, which is currently not available. Each campus would be responsible for providing additional technical assistance, if deemed necessary.

# **2011-12 Projects & Related Costs**



# Strategic Technology Plan Cost Summary



**2011-2012 Strategic Technology Plan Cost Summary**

	Budget		Budget		Budget		Budget		Budget	
	11/12		12/13		13/14		14/15		15/16	
	Equipment	Ongoing	Equipment	Ongoing	Equipment	Ongoing	Equipment	Ongoing	Equipment	Ongoing
Section 1-Positions		219,396		470,000		330,000		330,000		330,000
	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing
Section 2--Projects	772,000	80,000	500,000		500,000		500,000		500,000	
	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing
Section 3--Academic Equipment Replacement										
Santa Ana College	840,120		840,120		840,120		840,120		840,120	
Santa Ana College Continuing Education	166,780		166,780		166,780		166,780		166,780	
Santiago Canyon College	507,160		507,160		507,160		507,160		507,160	
Santiago Canyon College Continuing Education	247,020		247,020		247,020		247,020		247,020	
District Office	56,720		56,720		56,720		56,720		283,600	
<b>Section Total</b>	<b>1,817,800</b>	<b>0</b>	<b>1,817,800</b>	<b>0</b>	<b>1,817,800</b>	<b>0</b>	<b>1,817,800</b>	<b>0</b>	<b>2,044,680</b>	<b>0</b>
	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing
Section 4 Network and Communications	1,028,980		1,028,980		1,028,980		1,028,980		1,028,980	
	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing	One Time	Ongoing
Section 5 Software and Hardware Maintenance		2,226,414		2,428,660		2,650,121		3,090,459		3,374,790
<b>Grand Total</b>	<b>3,618,780</b>	<b>2,525,810</b>	<b>3,346,780</b>	<b>2,898,660</b>	<b>3,346,780</b>	<b>2,980,121</b>	<b>3,346,780</b>	<b>3,420,459</b>	<b>3,573,660</b>	<b>3,704,790</b>

# Positions Request



## Positions Request

### *2011-2012 Position Requests Projected Budget*

#### SCC Academic Support

The number of computers, servers, and networking at Santiago Community College has increased over 33% in the last five years, yet the staff size has not increased. SCC currently has one Technical Specialist III whose primary responsibility is to manage the academic servers and manage the larger, more complex technical projects. SCC also has two Technical Specialist I positions, one working swing shift to provide evening coverage, and their responsibilities include managing the academic computers and lower level technical projects. It is the recommendation of TAG that a Technical Specialist II position be given to increase productivity and to maintain a high level of campus support.

Cost:

Technical Specialist II	Grade 15/Step 1	\$51,360
-------------------------	-----------------	----------

#### Help Desk

Presently, the district does not have a centralized Help Desk to assist students and employees with connectivity to systems such as the WebAdvisor, WebAttendance, and Blackboard. The support for these services is scattered throughout the district and colleges. TAG is recommending that SAC and SCC be given Technical Specialist I positions to replace the existing Help Desk Analysts that are currently located at the colleges, and then those position relocate to the district office to form a central Help Desk. One of the positions will be scheduled to cover evening hours. TAG is also recommending a new Help Desk Manager position to bring organization and training to this newly formed organization. The manager's new responsibilities include tracking requests, identifying common help desk requests, documenting responses and service level agreements, managing three Help Desk Analysts, and developing training programs to minimize call and support the newly released programs.

Costs:

Technical Specialist I-SAC	Grade 13/Step 1	\$46,140
Technical Specialist I-SCC	Grade 13/Step 1	\$46,140
Help Desk Manager	Grade H/Step 1	\$75,756

2011-2012 Projected Budget Total:	\$219,396
-----------------------------------	-----------

*Future Position Requests Projected Budget*

As the colleges grow and the demands on the ITS organizations grow, TAG predicts that 4-6 positions will be recommended per year. Therefore, for future cost predictions, three generic positions are budgeted.

2012-13 Projected Costs:

Trainer	\$50,000
Networking	\$90,000
Programmer	\$90,000
Programmer	\$90,000
Technical Specialist III	\$75,000
Technical Specialist III	<u>\$75,000</u>
2012-13 Projected Costs Total	\$470,000

2013-14 Projected Costs:

Networking	\$90,000
Programmer	\$90,000
Technical Specialist III	\$75,000
Technical Specialist III	<u>\$75,000</u>
2013-14 Projected Costs Total	\$330,000

2014-15 Projected Costs:

Networking	\$90,000
Programmer	\$90,000
Technical Specialist III	\$75,000
Technical Specialist III	<u>\$75,000</u>
2014-15 Projected Costs Total	\$330,000

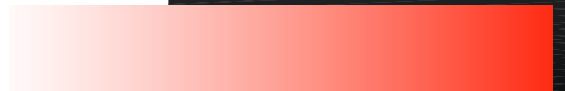
2015-16 Projected Costs:

Networking	\$90,000
Programmer	\$90,000
Technical Specialist III	\$75,000
Technical Specialist III	<u>\$75,000</u>
2015-16 Projected Costs Total	\$330,000



<b>Section 1-Position Requests</b>	<b>11/12</b>		<b>12/13</b>		<b>13/14</b>		<b>14/15</b>		<b>15/16</b>	
	<b>Salary</b>	<b>Benefits</b>	<b>Salary</b>	<b>Benefits</b>	<b>Salary</b>	<b>Benefits</b>	<b>Salary</b>	<b>Benefits</b>	<b>Salary</b>	<b>Benefits</b>
SCC Technician	51,360									
Technical Specialist I	46,140									
Technical Specialist I	46,140									
Helpdesk Manager	75,756									
Trainer			50,000							
Networking Specialist			90,000							
Programmer			90,000							
Programmer			90,000							
Technical Specialist III			75,000							
Technical Specialist III			75,000							
Networking Specialist					90,000					
Programmer					90,000					
Technical Specialist					75,000					
Technical Specialist					75,000					
Networking Specialist							90,000			
Programmer							90,000			
Technical Specialist							75,000			
Technical Specialist							75,000			
									90,000	
Networking Specialist									90,000	
Programmer									75,000	
Technical Specialist									75,000	
Technical Specialist										
<b>Total ERP Software</b>	<b>219,396</b>		<b>470,000</b>		<b>330,000</b>		<b>330,000</b>		<b>330,000</b>	

# Projects



## **2011-2012 Special Projects**

### *Datatel Portal*

The district has used the new Datatel ERP system for over a year and is considered stable. Datatel's portal product will enhance our system bringing the district's services into one cohesive community, from the course learning systems to registration. Every constituent of the district can have a personalized, intelligent work experience as the Datatel Portal will bring all of our systems together in a single, fully integrated solution without having to navigate multiple networks and systems.

Budget: \$225,000                      Source: STP Request

### *Oracle to SQL Conversion*

Our Datatel system is currently using Oracle as our backend database. ITS believes the direction of Datatel is to transition their native Envision software to SQL as future products developed by Datatel are based on Microsoft SQL. ITS recommends transitioning from Oracle to Microsoft SQL.

Budget: \$120,000                      Source: STP Request

### *Wireless—Phase II*

Last fiscal year, ITS began a project to replace the wireless system at Santa Ana College. Using the Santa Ana College project as the standard for the other locations, ITS will replace the wireless network at SCC, District Office, Centennial Education Center, and Orange Education Center.

Budget: \$300,000                      Source: ITS Fixed Costs

### *Business Resumption—Phase II*

This past fiscal year, ITS has designed and implemented the first phase of our Business Resumption strategy. The design includes redundant servers and storage at the SCC Maintenance and Operations building, being used as test systems, but can be converted to low-volume production machines in the event the Network Operations Room at SAC no longer functions.

Budget: \$200,000                      Source: STP Request

### *Security Penetration Testing*

Once the Business Resumption project is complete, ITS would like to perform Security Penetration testing in order to identify any security vulnerabilities. This would include network security, application software weaknesses, and social engineering of passwords.

Budget: \$50,000                      Source: ITS

### *Remote System Replacement*

The services provided by the address remote.rccd.org are provided by a pair of hardware appliances from Juniper Networks. The current hardware is currently considered end-of-life by Juniper. The hardware we have is no longer being manufactured, hardware repair/support services will eventually become unavailable and software updates for the appliances will only address security vulnerabilities and not feature updates. The prevalence of remote users using updated operating systems requires us to replace the appliances. The appliances were purchased with the capacity needed at that time, which the district is projected to outgrow. This project was requested for the 2010-2011 budget cycle; however ITS thought it best to delay for a year to focus on the Exchange 2010 upgrade.

Budget:           \$40,000                           Source: ITS

### *Single Sign-on Strategy*

There are several applications requiring authentication currently used by students, staff and faculty. These applications include WebAdvisor, Blackboard, Exchange (email), CI Track (attendance tracking), library proxy servers, and wireless access. ITS would like to unify the authentication of these applications so that there is only one login and passwords. This project was requested for the 2010-2011 budget cycle; however ITS thought it best to delay for a year to focus on the Exchange 2010 upgrade.

Budget:           \$30,000                           Source: ITS

### *Library Servers*

Both colleges use the Voyager Library software which runs on a SUN Solaris operating system. These machines are over 6 years old and will no longer be supportable after June 30, 2011. The colleges are interested in exploring new software, but several potential solutions are not mature enough to purchase. Therefore, TAG is requesting the servers for both systems be replaced while the Library staff, along with TAG, evaluates and selects a new solution over the next several years.

Budget:           \$48,000                           Source: STP Request

Section 2-Projects	11/12		12/13		13/14		14/15		15/16	
	Cost	Maintenance	Cost	Maintenance	Cost	Maintenance	Cost	Maintenance	Cost	Maintenance
	Datatel Portal	225,000	15,000		16,200		17,496		18,896	
Wireless--Phase II	300,000	40,000		43,200		46,656		50,388		54,420
Business Resumption--Phase II	200,000	40,000		43,200		46,656		50,388		54,420
Security Penetration Testing	50,000									
Replace Remote System	40,000									
Oracle to SQL	120,000		60,000	0		0		0		0
Single Sign-On Strategy	30,000									
Library Server	32,000									
<b>Total ERP Software</b>	<b>772,000</b>	<b>80,000</b>	<b>60,000</b>	<b>86,400</b>	<b>0</b>	<b>93,312</b>	<b>0</b>	<b>100,777</b>	<b>0</b>	<b>108,839</b>

# Technology Equipment Replacement



## Technology Equipment Replacement

Our standard plan calls for computers, both Academic and Administrative, to be refreshed on a four-year cycle. Printers are to be refreshed every five years and classroom projectors are also to be refreshed every five years. Replacement computers are funded by the colleges or district department. Summary counts and replacement costs are below. A more detailed plan with five year budgets follows the summary.

### *Santa Ana College*

Computers	\$568,200	
Printers	\$ 64,960	
Projectors	\$104,000	
Servers	<u>\$ 41,480</u>	
Total	\$840,120	Source: Santa Ana College

### *Santa Ana College—Continuing Education*

Computers	\$ 93,900	
Printers	\$ 39,680	
Projectors	\$ 20,000	
Servers	<u>\$ 6,600</u>	
Total	\$166,780	Source: Santa Ana College

### *Santiago Canyon College*

Computers	\$688,500	
Printers	\$ 21,760	
Projectors	\$ 72,000	
Servers	<u>\$ 13,200</u>	
Total	\$795,460	Source: Santiago Canyon College

### *Santiago Canyon College—Continuing Education*

Computers	\$177,600	
Printers	\$ 14,720	
Projectors	<u>\$ 30,400</u>	
Total	\$247,020	Source: Santiago Canyon College

### *District Office*

Computers	\$ 42,000	
Printers	<u>\$ 14,720</u>	
Total	\$ 56,720	Source: District Office Departments













# Network & Communication Equipment Replacement



## **Network and Communications Replacement**

### *Cable Plant*

Cable plant includes wiring costs between building, within buildings, and data closets. These funds provide for the maintenance of this wiring. The budget is to replace fiber between buildings as needed, to upgrade a small set of data closets and building wiring. It should be noted that these funds are to maintain existing wiring. Projects that include, for example, new buildings or remodels should budget for any cabling needs defined by the scope of that project.

Budget:        \$152,500        Source: ITS

### *Network*

The plan calls for core network equipment be replaced every ten years and standard switches to be replaced every five years.

Budget:        \$368,200        Source: ITS

### *Uninterruptable Power Supply*

All network and communication switches are attached to an Uninterruptable Power Supply (UPS) to guarantee network and phone connectivity for a specified period of time. The plan calls to replace smaller UPS's every five years. And the large UPS's are schedule to have batteries replaced when they are five years old and the equipment replaced at ten years of age.

Budget:        \$ 29,460        Source: ITS

### *Servers*

The plan calls for the physical servers, housing our applications, to be replaced every three years and the virtual servers to be replaced every four years.

Budget:        \$166,820        Source: ITS

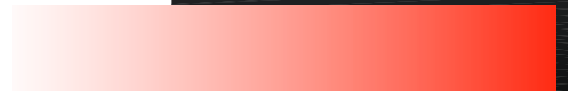
### *Storage and Backup*

The district has two Enterprise Storage solutions for formatted and non-formatted data. Funding includes equipment replacement at five year intervals, as well as planned increases to the storage capacity.

Budget:        \$312,000        Source: ITS



# Software & Hardware Maintenance





Section 5. Software and Hardware Maintenance--Fixed Cost			10/11	11/12	12/13	13/14	14/15	15/16
			Budget	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost	Estimated Cost
<b>A.</b>	<b>Software and Application Maintenance</b>							
	Datatel*	Student Information System	280,000	306,600	335,727	367,621	402,545	440,787
	Datatel 3rd Party	Third party Tools	34,000	37,230	40,767	44,640	48,880	53,524
	Datatel/Oracle	Database Platform for Datatel System	120,000	131,400	143,883	157,552	172,519	188,909
	Datatel	Solution Center	0	10,000	10,000	10,000	10,000	10,000
	Blackboard	Instructional Course Management Software	215,000	235,425	257,790	282,280	309,097	338,461
	Perceptive Software	Document Management System	0	25,000	25,000	25,000	25,000	25,000
	XAP	Online Applications	15,000	15,000	15,000	15,000	15,000	15,000
	Ad Astra	Section Scheduling	0	17,500	17,500	17,500	17,500	17,500
	Evisions	Form General tool used with Datatel	2,000	2,190	2,398	2,626	2,875	3,148
	ECS Imaging	Document Scanning System for Admissions	14,000	15,330	16,786	18,381	20,127	22,039
	ITPI	EOPS, Fitness Assessment, Ed Plans, Outreach, & DSPS	62,000	67,890	74,340	81,402	89,135	97,603
	College Source	Catalink	0	1,000	1,095	1,199	1,313	1,438
	ROC Software	Print Management Tool for Datatel	5,000	5,475	5,995	6,565	7,188	7,871
	Sector Point	Web Content Management System	145,000	158,775	173,859	190,375	208,461	228,265
	Curricunet	Curriculum Management Software--maintenance	24,000	26,280	28,777	31,510	34,504	37,782
	CSS	Powerware (UPS) Maintenance--SCC, DO, OEC, & DMC	21,000	22,995	25,180	27,572	30,191	33,059
	RAM Tech	Powerware (UPS) Maintenance--SAC	8,000	8,760	9,592	10,503	11,501	12,594
	Plato	Classroom Lab Software	0	30,000	30,000	30,000	30,000	30,000
	CI Solutions	Attendance Solution for Datatel	3,000	3,285	3,597	3,939	4,313	4,723
	<b>Total Software and Application Maintenance</b>		<b>948,000</b>	<b>1,120,135</b>	<b>1,217,285</b>	<b>1,323,665</b>	<b>1,440,151</b>	<b>1,567,702</b>
<b>B.</b>	<b>Server and Network Systems Maintenance</b>							
	Nexus	Network Equipment Maintenance	106,000	116,070	127,097	139,171	152,392	166,869
	SBC Datacom (AT&T)	Phone System (under maintenance until July 2012)			150,000	164,250	179,854	196,940
	Veramark	Phone System activity reporting tool			15,000	16,425	17,985	19,694
	Symantec Antivirus	Antivirus for PC's & Macintoshes; Ghost Imaging tool	35,000	38,325	41,966	45,953	50,318	55,098
	Forefront	Exchange Antivirus	12,500	13,688	14,988	16,412	17,971	19,678
	Versata	Enterprise Server Auditor	15,000	16,425	17,985	19,694	21,565	23,614
	Servlet Exec	Web Application Server	6,000	6,570	7,194	7,878	8,626	9,445
	Juniper	Remote Access Solution	15,000	16,425	17,985	19,694	21,565	23,614
	What's up Gold	Network monitoring Tool	1,200	1,314	1,439	1,576	1,725	1,889
	SSL Certificates	Web Secure Socket Layer Certificates	4,600	5,037	5,516	6,039	6,613	7,241
	Verisign Certificates	Secure website Certificates	15,500	16,973	18,585	20,350	22,284	24,401
	VMWare	Virtual Server maintenance	15,500	16,973	18,585	20,350	22,284	24,401
	Bluesocket controller	Wireless	2,000	2,190	2,398	2,626	2,875	3,148
	Microsoft Campus Agreement	Microsoft Software License	120,000	131,400	143,883	157,552	172,519	188,909
	Palo Alto	Firewall	35,000	38,325	41,966	45,953	50,318	55,098
	Symantic Enterprise Vault	Email Archiving Solution	65,000	71,175	77,937	85,341	93,448	102,326
	IronPort	Email Traffic Appliance-3 year renewal	70,000	76,650	83,932	91,905	100,636	110,197
	Hewlett Packard	Enterprise Backup Solution (Tape and Virtual Libraries)	14,000	15,330	16,786	18,381	20,127	22,039
	Hewlett Packard	Datatel/SQL Servers	86,000	94,170	103,116	112,912	123,639	135,385
	Hewlett Packard	Central Database Storage Solution	52,000	56,940	62,349	68,272	74,758	81,860
	Hewlett Packard	Enterprise Backup Solution	30,000	32,850	35,971	39,388	43,130	47,227
	Hewlett Packard	Emergency Support	10,000	10,950	11,990	13,129	14,377	15,742
	Wireless	Phase II Wireless Project--SCC	300,000	328,500	359,708	393,880	431,298	472,272
	<b>Total Server and Network Systems Maintenance</b>		<b>1,010,300</b>	<b>1,106,279</b>	<b>1,211,375</b>	<b>1,326,456</b>	<b>1,650,308</b>	<b>1,807,087</b>
<b>Grand Total</b>			<b>1,958,300</b>	<b>2,226,414</b>	<b>2,428,660</b>	<b>2,650,121</b>	<b>3,090,459</b>	<b>3,374,790</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Lease Agreement with MelRok Corporation	
Action:	Request for Approval	

**BACKGROUND**

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

**ANALYSIS**

MelRok Corporation has developed a wireless system for automated monitoring and control of commercial and industrial facilities. Users are able to remotely manage any building function (e.g. energy usage, security, entertainment, and asset tracking) from any location worldwide. The recommended lease is for one year: February 1, 2011 to January 31, 2012.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the lease agreement with MelRok Corporation and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: \$9,363.60	Board Date: February 22, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

## INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines ("DMC INUG") applies to all Digital Media Center ("DMC") personnel, tenants, affiliates and guests (each a "tenant" and collectively "tenants"). Each tenant's use of the DMC's systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant's prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC's systems and network will be subject to the DMC INUG.

**BY USING THE DMC'S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC'S SYSTEMS OR NETWORK FOR ANY PURPOSE.**

### Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

**VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.**

If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

### **General Conduct**

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

### **Systems and Network Usage Security**

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.

- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

**NOTE:** Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

### **E-mail**

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

**NOTE:** The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.



### **VOIP (Voice Over Internet Protocol)**

- VOIP is not available on the DMC network.

### **IRC (Internet Relay Chat)**

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots" or "clones"), nor IRC sessions may be run from the DMC's shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

### **General Use**

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from "slow" sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Napter, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant's network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC's bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

### **Wireless Networks**

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

### **Server Room Access**

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC's system and network for the uses

of any of the tenants, and provides access to the tenants on an "as is" basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant's server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

#### **Material and Product Requirements**

- The use of the DMC's service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

#### **Privacy**

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and it tenants.

#### **Remedies**

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these polices may result in closing Internet access, fines, and/ or expulsion from the DMC.

**THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.**

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

Specific questions about this policy and reports of activity in violation of this policy should be specifically addressed to the DMC Director.

By signing this page, tenant confirms that the INUG has been read, understood and agrees to comply with the INUG, and to be subject to its terms, as may be updated from time to time by the DMC.

**"LANDLORD"**

**Rancho Santiago Community College  
District**

**"TENANT"**

**MelRoK Corporation**

604

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

By: Michel Kamel  
Name: Michel KAMEL  
Title: CFO



**Digital Media Center  
LEASE**

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and MelRok Corporation ("Tenant"), is dated January 25, 2011.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, sub-tenants and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

a. Base Rent (Initial): \$ 9,363.60 per year.

b. Base Year: The calendar year of 2011.

c. Broker(s):

Landlord's: N/A

Tenant's: N/A

d. Commencement Date: February 1, 2011

e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

f. Expense Stop: (fill in if applicable): \$ N/A

g. Expiration Date: January 31, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.

h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).

i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640

Tenant's Mailing Address: 9595 Friar Road, Riverside, CA 92508

j. Monthly Installments of Base Rent (Initial): \$ 780.30 per month.

k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 4 cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.

l. Premises: that portion of the Building containing approximately 459 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 241 & 238

m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.

- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

---



---



---

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

### 5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

- 1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair

market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation of life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
- (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
  - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
  - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
  - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
  - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
  - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.



- 5.4 **Definition of Rent:** All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 **Rent Control:** If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 **Taxes Payable by Tenant:** In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. **INTEREST AND LATE CHARGES:**

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. **SECURITY DEPOSIT:**

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-

tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. **CONDITION OF THE PREMISES:**

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. **CONSTRUCTION, REPAIRS AND MAINTENANCE:**

a. **Landlord's Obligations:** Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.

b. **Tenant's Obligations:**

- (1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".
- (2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.
- (3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
- (4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

c. **Compliance with Law:** Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. **Waiver by Tenant:** Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. **Load and Equipment Limits:** Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install



business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.



Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:
  - (1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;
  - (2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
  - (3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
  - (4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
  - (5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**  
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**  
a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.  
b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**  
a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.  
b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.  
c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.  
d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.  
e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**  
a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-



ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30<sup>th</sup>) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Ten-

ant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. **WAIVER OF SUBROGATION:**

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. **SUBORDINATION AND ATTORNMENT:**

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. **TENANT ESTOPPEL CERTIFICATES:**

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer; Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or untermiated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in



storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**  
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**  
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**  
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**  
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
  - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
  - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
  - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
  - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
  - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**  
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**  
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**  
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-



the government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to

lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. **Furnishing of Financial Statements; Tenant's Representations.** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
  - l. **Further Assurances.** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
  - m. **Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
  - n. **Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
  - o. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
  - p. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
  - q. **Successors and Assigns.** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
  - r. **Time of the Essence.** Time is of the essence of this Lease.
  - s. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
  - t. **Compliance.** The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. **CHANGES TO COMMON AREAS.** Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, with-

out incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.t of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
  - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
  - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11 .b of this Lease; provided, however, that if such Mandatory Work is required during the last year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the



option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. **NO REPRESENTATION AS TO SUITABILITY OF PREMISES:** Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. **LIMITATION ON TENANT'S REPAIRS:** Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. **CONSTRUCTION INSURANCE:** In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. **WAIVER OF JURY TRIAL:** Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. **HAZARDOUS MATERIALS:** Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. **TENANT'S HAZARDOUS MATERIAL INDEMNITY:** Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. **INDEPENDENT COVENANTS:** The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.
52. **RIGHT TO LEASE:** Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the inter-

ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

53. CONSENT TO JURISDICTION AND SERVICE OF PROCESS: All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. REMEDIES: No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. COVENANTS AND CONDITIONS: All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. CONSTRUCTION: The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. RENTAL RATE:
- | Year | Rent   |
|------|--|
| 1    | \$1.70 per rentable square foot per month full service gross |
59. TENANT IMPROVEMENTS: N/A
60. USE OF INCUTRACK:
- IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the incubator.
- Milestones. Tenant shall establish quarterly milestones with the DMC Director and use IncuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
  - Statistical Data. Tenant shall use IncuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**"LANDLORD"**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**"TENANT"**

**MELROK CORPORATION**

*60h*

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

Name: Peter J. Hardash

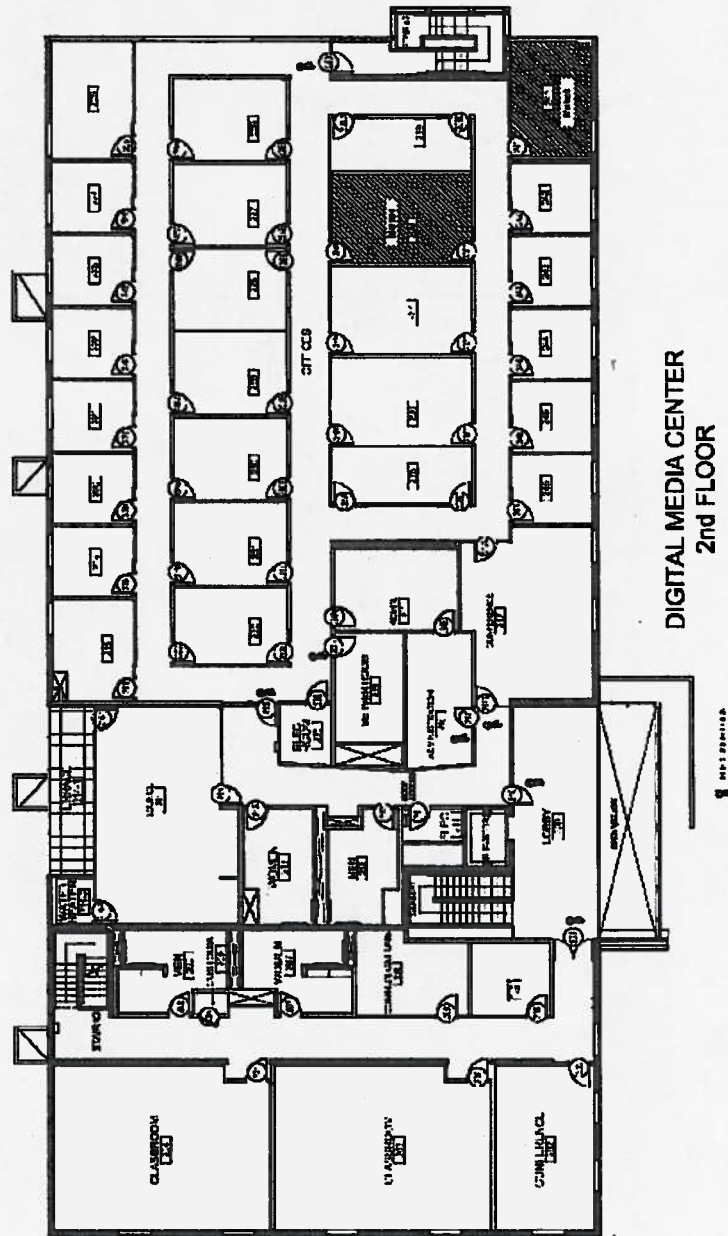
Title: Vice Chancellor, Bus. Ops/Fiscal Services

By: *Michel Kamel*

Name: Michel Kamel

Title: President

EXHIBIT A  
FLOOR PLAN



DIGITAL MEDIA CENTER  
2nd FLOOR

EXHIBIT B

SITE PLAN

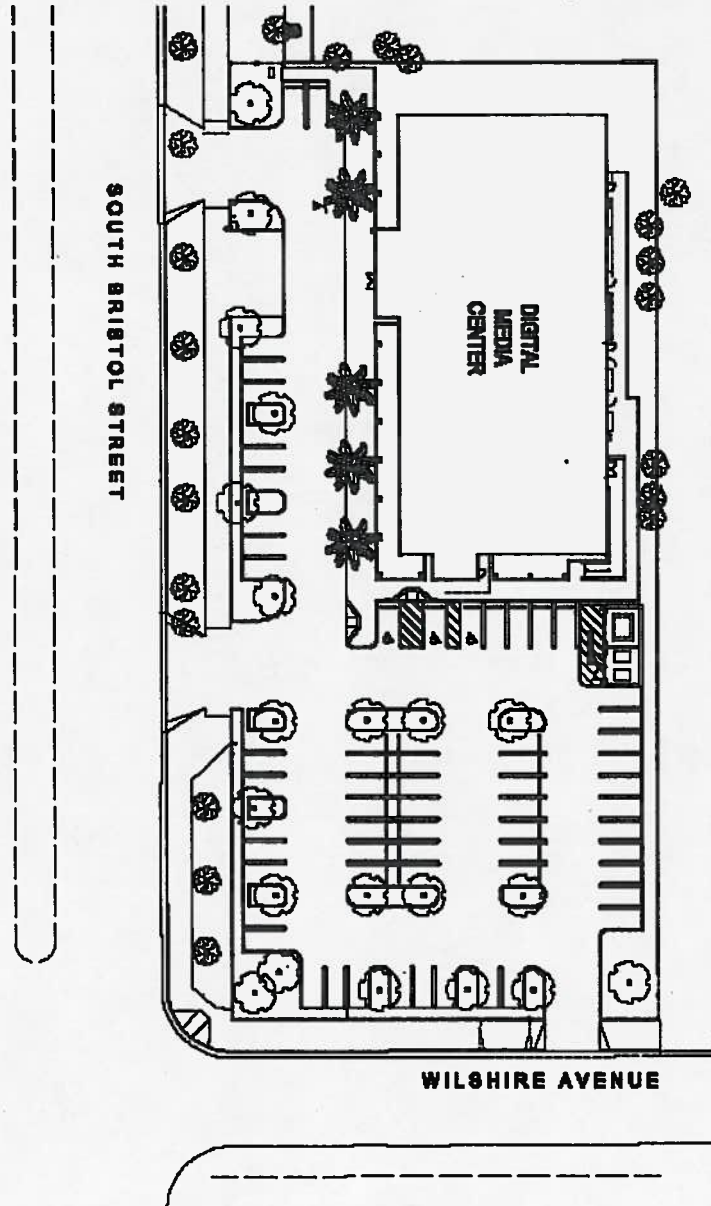




EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated January 25, 2010, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and MelRok Corporation ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 241 & 238 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant Improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence; as such issues will arise during the actual construction of the Tenant Improvements.

1. **Delivery of Base Building, Building Systems and Premises:** Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.
2. **Landlord Improvements:** All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A
3. **Miscellaneous:**
  - 3.1 **Tenant's Representative:** Tenant has designated Michel Kamel as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.
  - 3.2 **Landlord's Representative:** Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter as of the date set forth above.

<b>"LANDLORD"</b> <b>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</b>	<b>"TENANT"</b> <b>MELROK CORPORATION</b>
By: _____ Name: <u>Peter J. Hardash</u> Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u>	By: <u>Michel Kamel</u> Name: <u>Michel Kamel</u> Title: <u>President</u>

624

**EXHIBIT D  
DIGITAL MEDIA CENTER  
RULES AND REGULATIONS**

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-

**EXHIBIT D  
DIGITAL MEDIA CENTER  
RULES AND REGULATIONS**

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,



**EXHIBIT D**  
**DIGITAL MEDIA CENTER**  
**RULES AND REGULATIONS**

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

**EXHIBIT D  
DIGITAL MEDIA CENTER  
RULES AND REGULATIONS**

29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

**8. Parking Rules and Regulations.** The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

**EXHIBIT D  
DIGITAL MEDIA CENTER  
RULES AND REGULATIONS**

subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL  
Landlord \_\_\_\_\_

Tenant DK

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Lease Agreement with Reazon Systems, Inc.	
Action:	Request for Approval	

**BACKGROUND**

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

**ANALYSIS**

Reazon Systems, Inc. is a software technology company specializing in the transformation of complex and time-consuming instructional, assessment and content management processes into user-friendly experiences. The recommended lease is for six months: February 1, 2011 to July 31, 2012.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the lease agreement with Reazon Systems, Inc. and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: \$2,998.80	Board Date: February 22, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	



## INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines ("DMC INUG") applies to all Digital Media Center ("DMC") personnel, tenants, affiliates and guests (each a "tenant" and collectively "tenants"). Each tenant's use of the DMC's systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant's prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC's systems and network will be subject to the DMC INUG.

**BY USING THE DMC'S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC'S SYSTEMS OR NETWORK FOR ANY PURPOSE.**

### Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

**VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.**



If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

### **General Conduct**

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

### **Systems and Network Usage Security**

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.

- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

**NOTE:** Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

### **E-mail**

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

**NOTE:** The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.

### **VOIP (Voice Over Internet Protocol)**

- VOIP is not available on the DMC network.

### **IRC (Internet Relay Chat)**

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots" or "clones"), nor IRC sessions may be run from the DMC's shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

### **General Use**

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from "slow" sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Napster, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant's network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC's bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

### **Wireless Networks**

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

### **Server Room Access**

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC's system and network for the uses

of any of the tenants, and provides access to the tenants on an "as is" basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant's server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

### **Material and Product Requirements**

- The use of the DMC's service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

### **Privacy**

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and it tenants.

### **Remedies**

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these polices may result in closing Internet access, fines, and/ or expulsion from the DMC.



**THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.**

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

Specific questions about this policy and reports of activity in violation of this policy should be specifically addressed to the DMC Director.

By signing this page, tenant confirms that the INUG has been read, understood and agrees to comply with the INUG, and to be subject to its terms, as may be updated from time to time by the DMC.

**"LANDLORD"**

**Rancho Santiago Community College  
District**

66  
By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

**"TENANT"**

**Reazon Systems**

By: Ramesh Sabetiashraf  
Name: Ramesh Sabetiashraf  
Title: President

**Digital Media Center  
LEASE**

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and Reazon Systems ("Tenant"), is dated January 27, 2011.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, sub-tenants and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

a. Base Rent (Initial): \$ 2,998.80 per six months.

b. Base Year: The calendar year of 2011.

c. Broker(s):

Landlord's: N/A

Tenant's: N/A

d. Commencement Date: February 1, 2011

e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

f. Expense Stop: (fill in if applicable): \$ N/A

g. Expiration Date: July 31, 2011 unless otherwise sooner terminated in accordance with provisions of this Lease.

h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).

i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640

Tenant's Mailing Address: 3663 South Bear Street, Unit K, Santa Ana, CA 92704

j. Monthly Installments of Base Rent (initial): \$ 499.80 per month.

k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 4 cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.

l. Premises: that portion of the Building containing approximately 294 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2<sup>nd</sup> floor of the Building known as Suite No. 218 & 219

m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.

- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California.
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office.
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

---



---



---

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

RS

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. if at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

- 1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair



market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation of life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
  - (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
  - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
  - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
  - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
  - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
  - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 **Definition of Rent:** All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 **Rent Control:** If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 **Taxes Payable by Tenant:** In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. **INTEREST AND LATE CHARGES:**

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. **SECURITY DEPOSIT:**

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-



tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. **CONDITION OF THE PREMISES:**

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. **CONSTRUCTION, REPAIRS AND MAINTENANCE:**

a. **Landlord's Obligations:** Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.

b. **Tenant's Obligations:**

(1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".

(2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

c. **Compliance with Law:** Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. **Waiver by Tenant:** Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. **Load and Equipment Limits:** Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install

business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.



Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:

(1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;

(2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

(3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;

(4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and

(5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**  
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**  
a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.  
b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**  
a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.  
b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.  
c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.  
d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.  
e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**  
a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-



ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30<sup>th</sup>) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Ten-

ant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. **WAIVER OF SUBROGATION:**

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. **SUBORDINATION AND ATTORNMENT:**

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. **TENANT ESTOPPEL CERTIFICATES:**

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. **TRANSFER OF LANDLORD'S INTEREST:**

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer; Landlord shall be relieved of any and all further liability with respect thereto.

27. **DEFAULT:**

27.1 **Tenant's Default:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs *d* through *g* above.

27.2 **Remedies:** In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph *b*, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs *b* or *c* above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in



storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**  
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**  
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**  
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**  
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
  - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
  - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
  - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
  - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
  - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**  
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**  
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**  
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-

file government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to



lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. **Furnishing of Financial Statements; Tenant's Representations.** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
  - l. **Further Assurances.** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
  - m. **Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
  - n. **Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
  - o. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
  - p. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
  - q. **Successors and Assigns.** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
  - r. **Time of the Essence.** Time is of the essence of this Lease.
  - s. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
  - t. **Compliance.** The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. **CHANGES TO COMMON AREAS.** Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, with-

out incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.t of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
  - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
  - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11 .b of this Lease; provided, however, that if such Mandatory Work is required during the last year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the



option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. **NO REPRESENTATION AS TO SUITABILITY OF PREMISES:** Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. **LIMITATION ON TENANT'S REPAIRS:** Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. **CONSTRUCTION INSURANCE:** In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. **WAIVER OF JURY TRIAL:** Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. **HAZARDOUS MATERIALS:** Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. **TENANT'S HAZARDOUS MATERIAL INDEMNITY:** Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. **INDEPENDENT COVENANTS:** The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.
52. **RIGHT TO LEASE:** Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the inter-

ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

53. **CONSENT TO JURISDICTION AND SERVICE OF PROCESS:** All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. **REMEDIES:** No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. **COVENANTS AND CONDITIONS:** All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. **CONSTRUCTION:** The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. **RENTAL RATE:**
- | Year | Rent   |
|------|--|
| 1    | \$1.70 per rentable square foot per month full service gross |
59. **TENANT IMPROVEMENTS:** N/A
60. **USE OF INCUTRACK:**  
IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the incubator.
- Milestones.** Tenant shall establish quarterly milestones with the DMC Director and use IncuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
  - Statistical Data.** Tenant shall use IncuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

<b>"LANDLORD"</b> RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	<b>"TENANT"</b> REAZON SYSTEMS
By: _____	By: <u>Ramesh Sabeti Ashraf</u>
Name: <u>Peter J. Hardash</u>	Name: <u>Ramesh Sabetiashraf</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>President</u>

GC

EXHIBIT A  
FLOOR PLAN

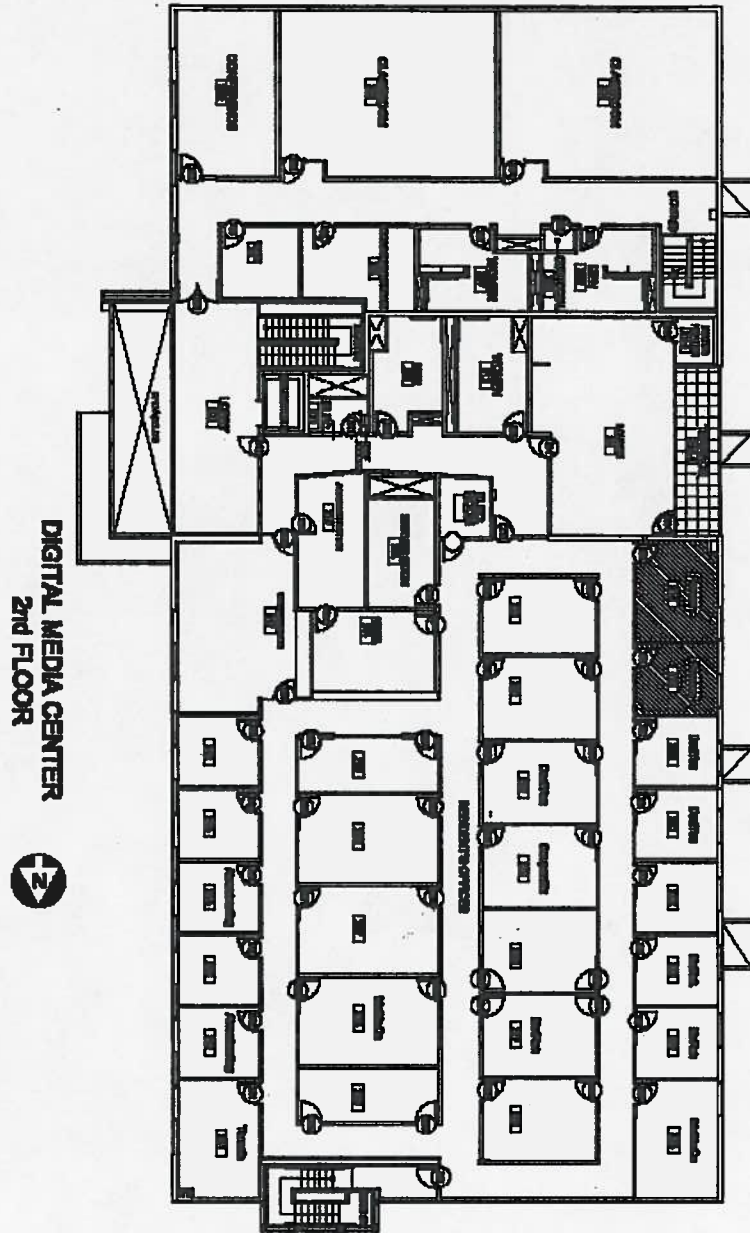
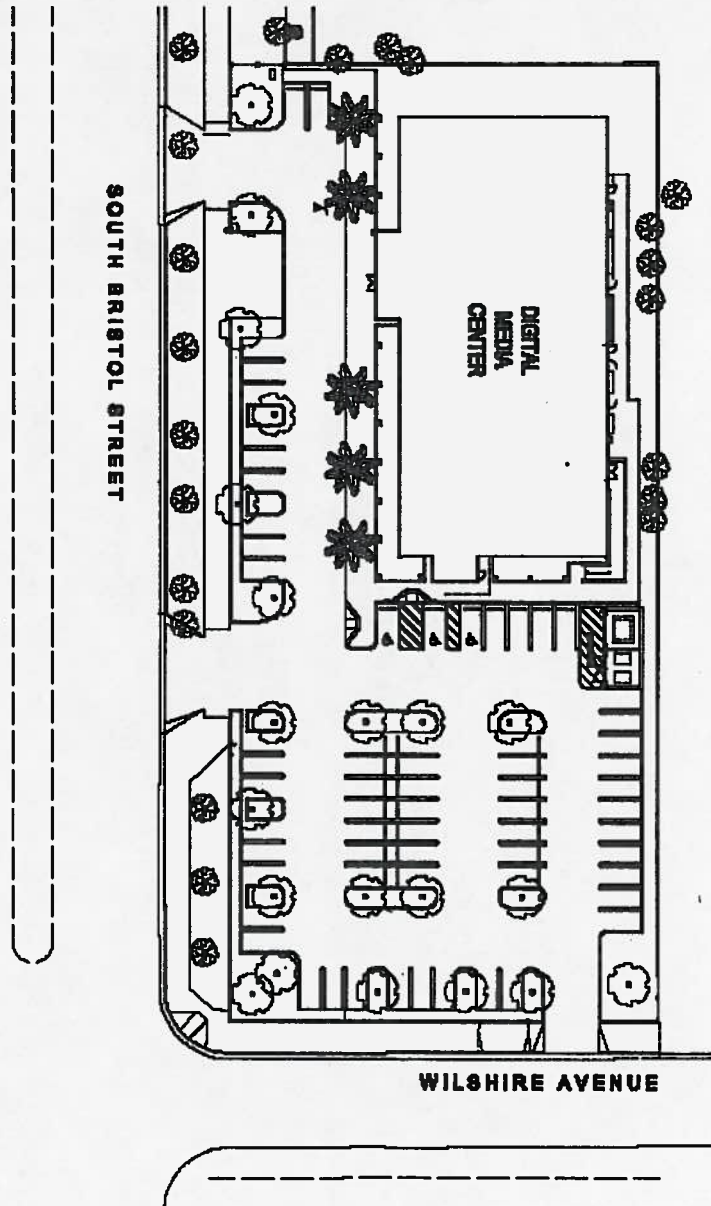


EXHIBIT B

SITE PLAN



*RS*



EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated January 27, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Reazon Systems ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 218 & 219 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant Improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant improvements, in sequence; as such issues will arise during the actual construction of the Tenant Improvements.

1. **Delivery of Base Building, Building Systems and Premises:** Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.
2. **Landlord Improvements:** All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A
3. **Miscellaneous:**
  - 3.1 **Tenant's Representative:** Tenant has designated Ramesh Sabetiashraf as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.
  - 3.2 **Landlord's Representative:** Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter as of the date set forth above.

<p><b>"LANDLORD"</b>  <b>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</b></p>	<p><b>"TENANT"</b>  <b>REAZON SYTEMS</b></p>
<p>By: _____  Name: <u>Peter J. Hardash</u>  Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p>	<p>By: <u>Ramesh Sabetiashraf</u>  Name: <u>Ramesh Sabetiashraf</u>  Title: <u>President</u></p>

**EXHIBIT D**  
**DIGITAL MEDIA CENTER**  
**RULES AND REGULATIONS**

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-

**EXHIBIT D**  
**DIGITAL MEDIA CENTER**  
**RULES AND REGULATIONS**

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,



**EXHIBIT D  
DIGITAL MEDIA CENTER  
RULES AND REGULATIONS**

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

**EXHIBIT D**  
**DIGITAL MEDIA CENTER**  
**RULES AND REGULATIONS**

29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

**B. Parking Rules and Regulations.** The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

**EXHIBIT D  
DIGITAL MEDIA CENTER  
RULES AND REGULATIONS**

subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL  
Landlord \_\_\_\_\_

Tenant RS

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 22, 2011
Re:	Ratification of Sub-Agreement, of the Business & Entrepreneurship Center Leadership grant, between RSCCD and Academic Project Solutions	
Action:	Request for Action	

**BACKGROUND**

The district was awarded the Business & Entrepreneurship Center Leadership grant by the California Community Colleges Chancellor's Office to enhance the performance of the Business & Entrepreneurship (BEC) Program throughout California. The Faculty Entrepreneurship Program (FEP) is a program developed by the Business & Entrepreneurship Center Program. The FEP is designed to enhance California community college enrollments by improving and increasing entrepreneurship courses, certificates and degrees and expanding entrepreneurship curriculum across disciplines.

**ANALYSIS**

Academic Project Solutions has been selected as a subcontractor to implement the FEP project activities throughout California. The term of this subcontract is February 3, 2011 through December 31, 2011.

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the sub-agreement with Academic Project Solutions.

Fiscal Impact: \$30,000	Board Date: February 22, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
Academic Project Solutions**

This Grant Sub-Agreement (hereinafter "Agreement") is entered into between Rancho Santiago Community College District (hereinafter "RSCCD") and the Academic Project Solutions (hereinafter "SUBCONTRACTOR").

WHEREAS, RSCCD was awarded a "Business & Entrepreneurship Center Leadership" grant, (hereinafter "Grant"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, to disseminate funds to enhance the overall performance of the statewide Business & Entrepreneurship Center (BEC) Program. The Faculty Entrepreneurship Program is a program developed by the Business & Entrepreneurship Center Program.

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the RSCCD and SUBCONTRACTOR do covenant and agree as follows:

**ARTICLE I**

**1. Statement of Work**

The purpose of the Faculty Entrepreneurship Program (FEP) is to enhance California community college enrollments by improving and increasing entrepreneurship courses, certificates and degrees and expanding entrepreneurship curriculum across disciplines. ... Contractor will: 1) Attempt to identify a Faculty Champion at each of the 113 California Community Colleges. 2) Assist the identified Faculty Champions in the enhancement of entrepreneurship offerings at their college. 3) Administer a Mini-Grant Program designed to develop entrepreneurship courses and or cross-discipline low-unit certificate programs (such as combining welding with entrepreneurship). 4) Assemble and coordinate an advisory group, representing the ten Economic and Workforce Development (EWD) regions, to help guide the mini-grant project.

**2. Period of Performance**

The period of performance for this Agreement shall be from February 3, 2011 through December 31, 2011.



3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$30,000.

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Narrative Summary Report by Feb 15<sup>th</sup>, 2012.

5. Expenditure of Grant Funds.

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

6. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. Audit

SUBCONTRACTOR agrees that RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses

caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

9. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Statewide Director, Business & Entrepreneurship Center Program  
Michael Roessler  
8918 Gulfport Way  
Sacramento, CA 95826  
(916) 361-2964  
Roessler\_michael@rsccd.edu

ARTICLE II

1. Legal Terms and Conditions

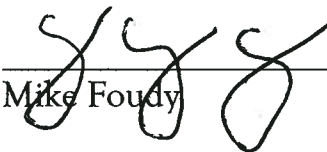
Both RSCCD and SUBCONTRACTOR, will implement the project according to the Grant Agreement Legal Terms and Conditions, Article I, Rev. 07/09 and Article II, Rev. 04/08.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Academic Project Solutions

By: 

By: 

Name: Peter J. Hardash

Name: Mike Fouady

Title: Business Operations/Fiscal Services

Title: Academic Project Solutions

Date: 1/19/11

Date: 1-7-11

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUSINESS OPERATIONS AND FISCAL SERVICES**

To: Board of Trustees	Date: February 22, 2011
Re: Approval of Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies–Partial Award	
Action: Request for Approval	

**BACKGROUND**

A partial award of Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies was approved at the January 18, 2011 Board meeting. We are asking approval and award to the lowest responsible and responsive bidders meeting specifications for the remaining 27 items.

**ANALYSIS**

The remaining items in the chart below have been reviewed by the SCC Science Department and will be awarded to the lowest responsible and responsive bidders meeting specifications. Item 54 is being removed because voltage requirements would necessitate costly modifications to the existing electrical system; item 143 is being removed because the item is incorrect; item 239 is being removed because it needs to be an InterDyne System to be compatible with the other systems in the labs and items 59, 110 and 148 are being removed because they are no longer needed.

<b>BIDDER</b>	<b>RECOMMENDED AWARD (ITEMS)</b>	<b>BID AMOUNT</b>
Fisher Scientific	40, 101, 104, 105, 134, 191, 195	\$3,350.19
Sargent Welch	1, 11, 17, 98-100, 109, 145	\$ 976.47
Wards Natural Science	15, 257, 258	\$ 129.42
Carolina Biological	14, 46	\$1,693.50
Frey Scientific	168, 255	\$ 131.90
Parco Scientific	8	\$ 112.83
Science Kit & Boreal Labs	2, 144, 158	\$ 78.12
Triarch Inc	20	\$ 184.88
<b>TOTAL</b>		<b>\$6,657.31</b>

This is a multiple award bid. Attached are the bid results with the recommended awards noted with an asterisk.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the bids and approve the awards to Fisher Scientific, Sargent Welch, Wards Natural Science, Carolina Biological, Frey Scientific, Parco Scientific, Science Kit & Boreal Labs, and Triarch Inc for Bid #1170 – Purchase of Miscellaneous Science Equipment & Supplies – Partial Award as presented.

Fiscal Impact: \$6,657.31	Date: February 22, 2011
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

msc/2-22-11 Board



**RECAP OF BID #1170 – PURCHASE OF MISCELLANEOUS SCIENCE EQUIPMENT  
AND SUPPLIES – PARTIAL AWARD**

LINE ITEM	QTY	DESCRIPTION	FISHER SCI	SARGENT WELCH	WARD'S NATURAL SCI	CAROLINA BIO	FREY SCIENTIFIC	PARCO SCIENTIFIC	SCIENCE KIT & BOREAL LABS	TRIARCH INC
1	25ea	Amoeba Proteus Microscope Slide (or equal)	\$3.99ea	*\$3.56ea	\$4.00ea	\$4.08ea	\$4.99ea	\$2.75ea	\$2.52ea	\$4.25ea
2	25ea	Aspergillus Conidiophores, W.M. Slide (or equal)	\$2.62ea	\$3.87ea	\$2.50ea	\$3.12ea			*\$1.49ea	\$2.59ea
8	25ea	Giardia Lambliia Trophozoites Smear Microscope Slide (or equal)			\$6.00ea	\$6.64ea		*\$4.15ea		\$6.80ea
11	25ea	Paramecium Caudatum, WM Microscope Slide (or equal)	\$2.60ea	*\$2.00ea	\$2.00ea	\$2.68ea	\$3.67ea		\$1.41ea	\$2.55ea
14	25ea	Radiolaria, WM.M (or equal)	\$3.54ea		\$2.50ea	*\$3.08ea			\$1.41ea	\$3.40
15	25ea	Rhizopus Sporangia and Zygotes Combination, WM (or equal)	\$3.29ea		*\$3.50ea	\$4.68ea				\$5.14ea
17	25ea	Bacterial Flagella-Polar Amphitrichious (Spirillum Volutans), WM (or equal)	\$13.71ea	*\$2.00ea		\$7.40ea				
20	25ea	Trypanosoma Rhodesiense, Smear (or equal)			\$6.00ea	\$7.28ea				*\$6.80ea
40	5ea	Rubbermaid Heavy-Duty Utility Cart (or equal)	*\$199.67ea	\$170.90ea	\$400.00	\$170.05ea	\$123.33ea		\$152.98ea	
46	8ea	"Isotemp" Basic Stirring Hotplates, 5x7 (or equal)	\$264.04ea	\$251.66ea	\$410.00	*\$185.03ea	\$318.59ea			
54	4ea	Isotemp Digital-Control Water Baths (or equal)	ITEM REMOVED FROM BID BECAUSE VOLTAGE REQUIREMENTS WOULD NECESSITATE COSTLY MODIFICATIONS TO THE EXISTING ELECTRICAL SYSTEM.							
59	1ea	Reusable Glass Tubes w/Phenolic Screw Caps (or equal)	ITEM REMOVED FROM BID BECAUSE IT IS NOT NEEDED.							
98	3pk	Latex Bulb, 1mL, 72/pk (or equal)	\$12.00pk	*\$10.61pk						
99	1cs	Pyrex, Pipet, Serological, Glass, Disposable, 1mL, 800/cs (or equal)	\$151.24cs	*\$130.16cs	\$42.00pk 200/pk	\$59.06pk 200/pk			\$140.48cs	
100	5pk	Kimble/Kontes, Pluro Stopper Set, 7/pk (or equal)	\$24.72pk	*\$22.90pk						
101	32ea	Vacuum Adapter 14/10 (or equal)	*\$40.13ea							
104	24ea	Fisher Scientific, Supporting Ring, 2 in. OD, Cast Iron (or equal)	*\$12.07ea	\$2.27ea		\$4.31ea	\$3.16ea	\$2.81ea		
105	20ea	Fisher Scientific, Support Ring, 3 in. OD, Cast Iron (or equal)	*\$10.15ea	\$1.76ea	\$2.50ea	\$5.06ea	\$3.79ea	\$3.19ea		
109	26ea	Half-Rack Unwire ACL, White, 13mm (or equal)	\$11.40ea	*\$9.40ea		\$11.40ea				
110	3pk	Brushstest Tube Small, 12/pk (or equal)	ITEM REMOVED FROM BID BECAUSE IT IS NOT NEEDED.							
134	2cs	Fisherbrand, Cuvet, Semi-Micro, Disposable, 1.5mL, 500/cs (or equal)	*\$39.01cs	\$32.03cs			\$182.30cs			
143	2pk	BD* Gaspack EZ Anaerobe Container System, 20/pk (or equal)	ITEM REMOVED FROM BID BECAUSE ITEM IS INCORRECT.							
144	1pk	Fisherbrand, Glass Beaker, Griffin, Reusable, 250mL, 12/pk (or equal)	\$23.66pk	\$15.21pk	\$18.00pk	\$21.71pk	\$25.82pk	\$15.00pk	*\$12.48pk	
145	1pk	Fisherbrand, Glass-Disposal Box, Floor Model, 12L x 12W x 27H, 6bx/cs (or equal)	\$29.54pk	*\$22.49pk	\$40.00pk	\$20.62pk 3/pk	\$51.68pk			
148	1ea	Fisherbrand, Disposable, Borosilicate Glass Test Tube w/Polypropylene Screw Cap, 16x125, 1000/cs (or equal)	ITEM REMOVED FROM BID BECAUSE IT IS NOT NEEDED.							
158	5ea	Fisherbrand, Polypropylene Graduated Cylinders, 1000mL (or equal)	\$5.64ea	\$5.57ea	\$6.90ea	\$9.19ea	\$7.99ea		*\$4.42ea	

168	1pk	Fisher Chemical, Buffer-Pac Color-Coded Solutions, pH 4, 7, 10, 3x1 pt/pk (or equal)	\$31.19pk	\$28.21pk			*sold separately pH4 \$6.16pk pH7 \$5.50pk pH10 \$7.87pk			
191	1pk	Fisherbrand, Standard Disposable Transfer Pipet, 6 in, 7.5mL, 500/pk (or equal)	*\$13.36pk	\$7.40pk						
195	1pk	Fisherbrand, Syringe Filter, MCE Membrane, .22µm, Sterile, 50/pk (or equal)	*\$61.78pk	\$75.72pk						
239	1ea	Inter Dyne System, Mod Rack S/S Pegboard, 48" w x 36" h, w/88 pegs and 4" Integral Drip Trough (or equal)	<b>ITEM REMOVED FROM BID BECAUSE IT NEEDS TO BE AN INTERDYNE SYSTEM TO MATCH OTHER SYSTEMS IN THE LABS.</b>							
255	25ea	Triarch Inc, Spirogyra, Large Species, Multiple Chloroplasts (or equal)				\$3.08ea	*\$4.07ea			\$7.01ea
257	1ea	Ward's, Bacteria Types Poster (or equal)	\$16.70ea	\$17.96ea	*\$18.00ea	\$18.71ea	\$14.56ea		\$19.34ea	
258	1ea	Ward's, Microbiological Chart (or equal)	\$17.96ea		*\$13.50ea				\$14.28ea	

**\*Recommended Award**

msc/2-22-11 Board Bid #1170 Recap

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	February 22, 2011
Re:	Approval of Sole Source Vendor for Perceptive Software, Inc.		
Action:	Request for Approval		

**BACKGROUND**

In order for the District to meet state requirements for document retention and data gathering, it requires a document management solution that has the ability to track document workflow built into the product. In 2005, the District purchased an Enterprise Resource Planning Solution, Datatel and it is highly desirable that the document management solution seamlessly integrate with the Datatel software in order to reduce integration labor costs. It is also a requirement that a document management solution be intuitive and easy to use for the end users.

Perceptive Software, Inc. is the only vendor that meets the District's requirements of incorporating a workflow engine within their solution, seamless integration with Datatel, and ease of use. However, in order for the District to procure the products from Perceptive Software, Inc., as a sole source vendor, a sole source opinion and Board approval is required.

**ANALYSIS**

Sole sourcing a particular vendor requires an opinion from an independent consultant who has the expertise to review the feasibility of sole sourcing such products and services. Mr. Jack Plicet was hired for this outside opinion.

As detailed in the attached letter, Mr. Plicet conducted a thorough and comprehensive evaluation of the District's requirements for Document Imaging Products and Services and has rendered a sole source recommendation. The recommendation is based on Perceptive Software, Inc. being the only vendor who has the ability to provide the document management solution and services that seamlessly integrates with the Datatel Software.

Claire Morey, County Counsel at the Orange County Department of Education Services, has reviewed the attached letter and finds it acceptable.

Attached are the proposals for 25 ImageNow licenses and maintenance, 2 CaptureNow licenses and maintenance, and licenses for the test environment in the amount of \$65,338.00 plus tax.

**RECOMMENDATION**

It is recommended that the Board of Trustees declare and approve Perceptive Software, Inc. as the sole source provider for document management products and services including future upgrades, additions, and enhancements as presented.

Fiscal Impact:	\$65,338.00 (initial purchase plus tax)	Board Date:	February 22, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services		
Submitted by:	Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

**Jack Plicet**  
**Independent Consultant**  
701 Tourmaline Court, Anaheim Hills, CA 92807

---

February 10, 2011

Ms. Tracey Conner-Crabbe  
Director of Purchasing Services  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706-1640

Re: Sole Source Opinion for Document Imaging Products & Services

Dear Ms. Conner-Crabbe:

I have been providing information technology consulting services since 1987. My areas of expertise include developing strategic plans for the use of technology, conducting capacity studies for mainframes/servers/networks, and performing evaluations for users of computer equipment, software, and networks. My customers have included the Orange County Department of Education, Rancho Santiago Community College District, Santa Ana Unified School District, Garden Grove Unified School District, Anaheim Union High School District, and Huntington Beach Union High School District.

I have completed a thorough and comprehensive review of the Rancho Santiago Community College District (RSCCD) requirements for document imaging products and services. This review included an evaluation of responses from Ms. Sylvia Le Tourneau of the RSCCD and Ms. Tiffany Siegrist of Perceptive Software, Inc. to questionnaires developed by me. I also conducted an Internet search of document imaging products and services and investigated the availability of alternative providers of document imaging products and services. All of the above was done to develop an opinion on the best provider of document imaging products and services for the RSCCD.

## **ANALYSIS**

To conduct an effective evaluation of the RSCCD's requirements for document imaging products and services, these three areas had to be reviewed:

- Requirements for Document Imaging Products & Services
- Evaluation of Available Document Imaging Products & Services
- Alternative Providers of Document Imaging Products & Services

## Requirements for Document Imaging Products & Services

The RSCCD along with other California community college districts are all facing challenges in meeting extensive state requirements and other issues unique to California community colleges.

One of the most important issues that the RSCCD needs to address is how to more effectively meet state document retention and data gathering requirements, while seamlessly integrating these documents and the data contained within these documents with Colleague, the enterprise resource planning application that RSCCD has been using since July 2007. Colleague was acquired from Datatel, Inc. through a formal bid process and is used by RSCCD administrators, faculty, staff, and students. Colleague is used by RSCCD on a daily basis to perform the following functions: Student System, Human Resources System, Financial Aids System, and the Financial System. The Colleague application is also used by RSCCD staff and administrators in order to collect and ensure the accuracy of the data. These administrators are employees of the Student Affairs Office, Admissions & Records Office, Business/Fiscal Office, Financial Aids Office, Financial Services Office, Human Resources, and Payroll.

To satisfy its continuing goal of more effectively meeting state requirements, the RSCCD needs to provide a document imaging solution so the administrators mentioned above can capture, index, process, and access a virtually unlimited amount of content of any type, thereby creating a unified platform that fits seamlessly into its Colleague application.

RSCCD also needs to provide integration with its Colleague application at the desktop level so its staff and administrators can access stored documents while working with a student record and finally, RSCCD must be able to allow students to submit required documents via a fax number and have data collected on the document be seamlessly interfaced with Colleague.

In conclusion, it is mandatory that the RSCCD be able to procure document imaging products and services to satisfy the requirements described above.

## Evaluation of Available Document Imaging Products & Services

I have conducted a thorough and comprehensive research of document imaging products and services. This research has yielded only one provider that can meet the requirements of the RSCCD and that can seamlessly integrate with the Colleague application.

Perceptive Software, Inc. offers a suite of document imaging products called ImageNow that satisfy the RSCCD's unique requirements as described earlier. These suite of document imaging products include: ImageNow Server, ImageNow Client, iscript, eforms, CaptureNow, DataCapture, Database Connector, WebNow, Interact Products,

Business Insight, OutPut Agent, Fax Agent, test server, and other supplemental modules.

The ImageNow suite of products are vital for the electronic passing and sharing of documents as they relate to certain business processes. This is achieved by using a workflow engine called ImageNow Workflow, which is the base product of ImageNow and seamlessly integrated with Colleague. Perceptive Software is the manufacturer and sole provider of ImageNow Workflow. ImageNow Workflow assists the RSCCD to easily and effectively capture and manage documents, move the documents forward through the organization for processing and storage. In doing so, the information collected on the documents can then be accessed by other faculty, staff, and administrators that are required to work with these documents and the data contained therein as part of their business objectives.

ImageNow's suite of products are built on Perceptive Software's LearnMode patented technology that allows the RSCCD to seamlessly integrate the Colleague application procured from Datatel. With LearnMode, the route any document takes within the RSCCD organization can be mapped and "reused" for future similar documents. This integration occurs at the desktop level so no back-end programming or alterations to Colleague are required. LearnMode simplifies the use of ImageNow for the ImageNow administrator at RSCCD. LearnMode satisfies RSCCD's critical requirement to provide integration with its Colleague application at the desktop level so its students, staff, and administrators can access stored documents while working with a student record.

In conclusion, it is mandatory that the RSCCD's document imaging products and services be able to provide the most comprehensive solution. In my opinion, the document imaging products and services available from Perceptive Software, Inc. provide the only comprehensive solution for the RSCCD.

#### Alternative Providers of Document Imaging Products & Services

Although there are alternative providers of document imaging products and services, none satisfy RSCCD's unique requirements like Perceptive Software, Inc.

Perceptive Software, Inc. is Datatel's exclusive partner for enterprise resource planning solutions for higher education. Perceptive Software products enhance the functionality of Colleague. Perceptive Software's ability to integrate with any version of Colleague without the need for programming is a vital requirement of the RSCCD. This is vital due to the commitment both Perceptive Software and Datatel have made to ensure their products will maintain the seamless integration between their two suites of products. This is important to RSCCD as it relieves all the Information Technology staff from the task of maintaining the various versions of Colleague and the document imaging application. Another benefit of this no-programming approach to integration is that all of RSCCD's Colleague users can learn to use the document imaging application with very little or no training. No other company can provide the software product able to integrate with Colleague.

## CONCLUSION

Based on the analysis discussed above, it is my professional opinion that Perceptive Software, Inc. is the sole source provider of document imaging products and services for the Rancho Santiago Community College District. In addition, Perceptive Software, Inc. is the sole source provider of the ImageNow suite of products and any future versions of these products as well as the sole source provider of all maintenance, training, and technical support services for this suite of products required by the Rancho Santiago Community College District.

If you have any questions regarding this matter, please do not hesitate to contact me at (714) 974-6498.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Plicet", with a long horizontal stroke extending to the right.

Jack Plicet

<b>QUOTATION/SALES ORDER</b>		<b>OP-25889</b>		
<b>Quote Date:</b>	10/25/2010	<b>Quote Expiration Date:</b>	12/25/2011	
<b>Quote Prepared By:</b>	Carey Bickford – carey.bickford@perceptivesoftware.com – 913.667.3461			
<b>Title:</b>	Quote for 25 ImageNow/2 CaptureNow for Adrenaline Licenses			
<b>Contract/Bid Ref:</b>	Rancho Santiago Community College District/Perceptive Software			
<b>Comments:</b>	Please email or fax signed quote or PO to 913.422.3820			
<b>**Ship To:</b>		<b>Bill To:</b>		
Rancho Santiago Community College District Attn: <b>Sylvia LeTourneau</b> 2323 N. Broadway, Suite 249 Santa Ana, CA 92706 (714) 480-7401		Rancho Santiago Community College District Attn: <b>Sylvia LeTourneau</b> 2323 N. Broadway, Suite 249 Santa Ana, CA 92706 (714) 480-7401		
<b>SOFTWARE</b>				
<b>Item</b>	<b>Qty</b>	<b>Product / Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Access Products</b>				
1	25	ImageNow Client - Concurrent Licenses	\$1,920.00	\$48,000.00
<b>Capture and Export Products</b>				
2	2	CaptureNow for Adrenaline	\$1,495.00	\$2,990.00
<b>SUBTOTAL - SOFTWARE</b>				<b>\$50,990.00</b>
*Software is invoiced upon delivery. **Test licenses are not included with this order unless specified above.				
<b>ANNUAL MAINTENANCE AND SUPPORT</b>				
3	1	Annual Maintenance and Support – 20% of published licensed software (will be co-terminus with existing annual agreement)	\$10,198.00	\$10,198.00
<b>SUBTOTAL - ANNUAL MAINTENANCE AND SUPPORT</b>				<b>\$10,198.00</b>
Taxes (all taxes are the responsibility of customer)				<b>\$0</b>
Freight: FOB Destination				<b>\$0</b>
<b>TOTAL TO Perceptive Software, Inc.</b>				<b>\$61,188.00</b>

\*\*Please confirm "Ship To" information is correct prior to signature.

_____ Purchase Order Number	_____ Our company will require a PO for this transaction. (initial)
	_____ Our company will NOT require a PO for this transaction. (initial)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perceptive Software, Inc. Signature

\_\_\_\_\_  
Date



<b>QUOTATION/SALES ORDER</b>		<b>OP-21793</b>		
<b>Quote Date:</b>	10/25/2010	<b>Quote Expiration Date:</b>	12/25/2010	
<b>Quote Prepared By:</b>	Carey Bickford – carey.bickford@perceptivesoftware.com – 913.667.3461			
<b>Title:</b>	Quote for Test Environment			
<b>Contract/Bid Ref:</b>	Rancho Santiago Community College District/Perceptive Software			
<b>Comments:</b>	Please email or fax signed quote or PO to 913.422.3820			
<b>**Ship To:</b>		<b>Bill To:</b>		
Rancho Santiago Community College District Attn: <b>Sylvia LeTourneau</b> 2323 N. Broadway, Suite 249 Santa Ana, CA 92706 (714) 480-7401		Rancho Santiago Community College District Attn: <b>Sylvia LeTourneau</b> 2323 N. Broadway, Suite 249 Santa Ana, CA 92706 (714) 480-7401		
<b>SOFTWARE</b>				
Item	Qty	Product / Description	Unit Price	Extended Price
1	1	CaptureNow for Adrenaline - Test	\$150.00	\$150.00
2	5	ImageNow Concurrent Client - Test	\$240.00	\$1,200.00
3	1	eForms License - Test	\$1,000.00	\$1,000.00
4	1	ImageNow Server - Test	\$500.00	\$500.00
5	1	iScript License - Test	\$300.00	\$300.00
<b>SUBTOTAL - SOFTWARE</b>				<b>\$3,150.00</b>
*Software is invoiced upon delivery. **Test licenses are not included with this order unless specified above.				
<b>ANNUAL MAINTENANCE AND SUPPORT</b>				
6	1	Annual Maintenance and Support – 20% of published licensed software (will be co-terminus with existing annual agreement)	\$1,000.00	\$1,000.00
<b>SUBTOTAL - ANNUAL MAINTENANCE AND SUPPORT</b>				<b>\$1,000.00</b>
Taxes (all taxes are the responsibility of customer)				\$0
Freight: FOB Destination				\$0
<b>TOTAL TO Perceptive Software, Inc.</b>				<b>\$4,150.00</b>

\*\*Please confirm "Ship To" information is correct prior to signature.

_____ Purchase Order Number	_____ Our company will require a PO for this transaction. (initial)
	_____ Our company will NOT require a PO for this transaction. (initial)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perceptive Software, Inc. Signature

\_\_\_\_\_  
Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
DISTRICT OFFICE - BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Surplus Property	
Action:	Request for Approval	

**BACKGROUND**

The time has come to prepare for the demolition of the former Santa Ana College Child Development Center. Before work can begin, the salvage and surplus items must be removed. The items consist of abandoned furniture from the relocation of the SAC Child Development Center as well as miscellaneous items that have been stored in the classrooms throughout the years we occupied the facility. There is a considerable amount of surplus property, which requires an auction to dispose of this property. Legally, in order to dispose of District property, the Board must take action to declare the left over items as surplus prior to the auction.

**ANALYSIS**

An open house was held on January 13, 2011 for district staff to select usable items for their divisions or departments. Later that morning, an open house was held for non-profit organizations and school districts to select from the remaining items. Five (5) school districts and two (2) non-profit agencies attended the preview. Attached is a listing of all the surplus property as of February 7, 2011. This record will change as items continually move in and out of storage. Also, there are non-inventoriable, miscellaneous items that are not listed but will be disposed at the sale.

The District has an agreement with The Liquidation Company (TLC) to provide auctioneering services on an as needed basis through June 30, 2011. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The auctioneer's fee is 35% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service have been very satisfactory.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP3405 and AR3405.

**RECOMMENDATION**

It is recommended that the Board of Trustees declare the equipment as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: February 22, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

## Parameters:

Active:

Asset Type: EQ,TE

User:

Building:

Room:

Fed Funded Only:

Group By: Tag

<u>TAG</u>	<u>TYPE</u>	<u>DESCRIPTION</u> <u>SERIAL NO</u>	<u>PO</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	<u>LSTINVEN</u>	<u>FEDF</u>	<u>COST</u>
14029	EQ	VIDEO CASSETTE PLAYER, SONY 0076839		N	1MS	0000	SW		3/1/90	2/1/11	14029	1,399.00
301470	EQ	DATA PROJECTOR,LCD, INFOCUS 2PW84900001		N	1MS	2370	SW		3/1/99	2/1/11	301470	4,105.27
305572	TE	COMPUTER,DESKTOP,DELL P6350 UXSQX		N	1MS	2370	SW		3/11/99	2/1/11	305572	1,858.71
305808	EQ	INFOCUS LITE PRO PROJECTOR #LP 2P8173587		N	1MS	2000	SW		5/1/98	2/1/11	305808	5,730.00
305809	TE	COMPUTER, DELL P6350 U5WZ1		N	1ACA	2000	SW		1/20/99	2/1/11	305809	1,527.89
308097	TE	COMPUTER,POWER MAC G4 450 XB0090EJHSF		N	1MS	2370	SW		9/13/00	2/1/11	308097	2,260.59
309182	EQ	VIDEO CASSETTE PLAYER, SONY 0076848		N	1MS	0000	SW		3/1/90	2/1/11	309182	1,399.00
309183	EQ	VIDEO CASSETTE PLAYER, SONY #V 13261		N	1MS	0000	SW		11/1/87	2/1/11	309183	1,372.00
309216	EQ	VTR INTERFACE, P-V05 CV TECH TCB0462G		N	1DSED	0000	SW		4/1/90	2/1/11	309216	2,125.00
316870	EQ	NURSERY GYM		N	5WARE	7845	SW		11/3/04	1/31/11	316870	1,300.00

<u>TAG</u>	<u>TYPE</u>	<u>DESCRIPTION</u> <u>SERIAL_NO</u>	<u>PO</u>	<u>STAT</u>	<u>USERS</u>	<u>SPPJ</u>	<u>BLDG</u>	<u>ROOM</u>	<u>ACQRD</u>	<u>LSTINVEN</u>	<u>FEDF</u>	<u>COST</u>
F30351	TE	HP COLOR LASERJET 5 PRINTER JPHF182812		N	1MS	1650	SW		9/1/98	2/1/11	F30351	4,218.00
11												27,295.46

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**DISTRICT OFFICE - BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: February 22, 2011
Re:	Approval of Donation of Surplus Items	
Action:	Request for Approval	

**BACKGROUND**

In October 1999, the Board of Trustees requested that prior to auction, surplus items should be made available to non-profit organizations and school districts. Education Code 81452 allows the District to donate items having no monetary value.

**ANALYSIS**

Notices were e-mailed to twenty-nine (29) non-profit organizations within the District's boundaries and thirty-five (35) school districts and community colleges in Orange County. Five (5) school districts, Cypress School District, Orange Unified School District, Santa Ana Unified School District, Magnolia School District, and Garden Grove Unified School District selected items of interest. Below are the items selected to be donated.

**Cypress School District, Jump Start School Readiness Center**

Item Description	Barcode/Tag Number
Wooden Cubicle Storage Unit	n/a
Moon Shaped Table	n/a
(10) ea Plastic Stacking Chairs	n/a

**Orange Unified School District, Palmyra Elementary School**

Item Description	Barcode/Tag Number
Fixed Leg Table	n/a
(2) ea Folding Tables	n/a
(2) ea Folding Chairs	n/a

**Santa Ana Unified School District, Early Childhood Education Program**

Item Description	Barcode/Tag Number
Changing Table	n/a
Wooden Nursery Gym	316870

**Magnolia School District, Special Education and Student Support Services**

Item Description	Barcode/Tag Number
(2) ea Small Tables	n/a
Wooden Play Stove	n/a
Wooden Play Refrigerator	n/a
Wooden Easel	n/a
Wood Framed Mirror	n/a
Small Bookcase	n/a
Musical Zither	n/a

**Garden Grove Unified School District, Maintenance, Operations & Transportation**

Item Description	Barcode/Tag Number
(13) ea Teacher's Chairs	n/a
(3) ea Bulletin Boards	n/a
White Board	n/a
Large Table	n/a
(105) ea Tablet Arm Chairs	n/a
(5) ea Voltmeters	n/a
(7) ea Teacher's Desks	n/a
(5) ea Vertical File Cabinets	n/a
(2) ea Chart Filing Cabinets	n/a
(9) ea Mini Blinds	n/a
Blue Chair	n/a
(4) ea Mop & Wringer Buckets	n/a
(3) ea Fire Hoses	n/a
(4) ea Metal Bookcases	n/a

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the donations to Cypress School District, Orange Unified School District, Santa Ana Unified School District, Magnolia School District, and Garden Grove Unified School District as presented.

Fiscal Impact:	None	Board Date: February 22, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017183	1,200.00	DON BOOKSTORE	Other Exp Paid for Students	SP		1/4/2011
11-P0017184	407.81	COUNTRY GARDEN CATERERS	Food and Food Service Supplies			1/4/2011
11-P0017185	550.00	DEPT OF SOCIAL SERVICES	Other Licenses & Fees	SP		1/4/2011
11-P0017186	28.50	ACT FINANCE	Non-Instructional Supplies	SP		1/4/2011
11-P0017187	316.14	GRAINGER	Equip/Software - >\$200 <\$1,000			1/4/2011
11-P0017188	1,475.16	DAPPER TIRE	Repair & Replacement Parts			1/4/2011
11-P0017189	432.83	TROXELL COMM INC	Instructional Supplies	SP		1/4/2011
11-P0017190	40.47	DEMCO INC	Instructional Supplies	SP		1/4/2011
* 11-P0017191	128.97	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/4/2011
11-P0017192	5,072.59	GUNTHER'S ATHLETIC SVC	Repair & Replacement Parts			1/4/2011
11-P0017193	2,480.65	XPEDX PAPER CO	Instructional Supplies	SP		1/4/2011
11-P0017194	217.61	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		1/4/2011
11-P0017195	306.20	CORWIN PRESS INC	Instructional Supplies	SP		1/4/2011
11-P0017196	2,167.37	KULI IMAGE INC	Non-Instructional Supplies	SP		1/4/2011
11-P0017197	6,421.23	MICROTECH SCIENTIFIC	Instructional Supplies			1/4/2011
11-P0017198	26.48	PHILADELPHIA SECURITY PRODUCTS INC	Instructional Supplies	SP		1/4/2011
11-P0017199	104.71	PBS DISTRIBUTION, LLC	Instructional Supplies	SP		1/4/2011
11-P0017201	675.11	BURKE ENGINEERING	Equip/Software - >\$200 <\$1,000			1/4/2011
11-P0017202	197.00	COUNTY OF ORANGE	Other Licenses & Fees			1/4/2011
11-P0017203	449.25	MCPAHAN BUSINESS INTERIORS	Equip/Software - >\$200 <\$1,000	SP		1/5/2011
11-P0017204	824.99	SIERRA WHOLESALE HARDWARE INC	Non-Instructional Supplies			1/5/2011
11-P0017205	14,900.00	SC FUELS	Gasoline			1/5/2011
11-P0017206	4,950.00	DON BOOKSTORE	Other Exp Paid for Students	SP		1/5/2011
* 11-P0017207	6,714.90	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Salary			1/5/2011
* 11-P0017208	12,903.40	CITY OF LA VERNE	Instructional Agrmt - Salary			1/5/2011
11-P0017209	1,000.00	HOME DEPOT	Instructional Supplies	SP		1/5/2011
11-P0017210	1,000.00	HOME DEPOT	Instructional Supplies	SP		1/5/2011
* 11-P0017211	6,333.50	CITY OF MONTCLAIR	Instructional Agrmt - Salary			1/5/2011
* 11-P0017212	8,350.25	CITY OF FOUNTAIN VALLEY	Instructional Agrmt - Salary			1/5/2011
* 11-P0017213	5,997.80	CITY OF UPLAND	Instructional Agrmt - Salary			1/5/2011
11-P0017214	329.00	ORANGE COUNTY FIRE PROTECTION	Contracted Repair Services			1/5/2011
11-P0017215	1,075.00	STATE OF CALIFORNIA	Fingerprinting			1/5/2011
11-P0017216	1,879.20	REDLEAF PRESS	Books, Mags & Ref Mat, Non-Lib	SP		1/5/2011
* 11-P0017217	602.58	NAEYC	Books, Mags & Ref Mat, Non-Lib	SP		1/5/2011
11-P0017218	506.64	SPORT SUPPLY GROUP INC	Non-Instructional Supplies			1/5/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017219	786.68	COULTER VENTURES, LLC	Instructional Supplies	SP		1/5/2011
11-P0017220	129.85	NEW DREAM NETWORK LLC	Software License and Fees	SP		1/5/2011
11-P0017221	7,153.97	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/5/2011
11-P0017222	2,382.37	SLUSSER TOBY	Contracted Repair Services			1/5/2011
11-P0017223	2,110.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			1/5/2011
11-P0017224	237.00	STANLEY ACCESS INC	Contracted Repair Services			1/5/2011
11-P0017225	65.20	PDR DISTRIBUTION LLC	Books, Mags & Ref Mat, Non-Lib	SP		1/6/2011
11-P0017226	271.88	PORTACRAFT INC	Non-Instructional Supplies			1/6/2011
11-P0017227	1,105.26	DELL COMPUTER	Equipment - All Other > \$1,000			1/6/2011
11-P0017228	1,113.58	HERFF JONES INC.	Instructional Supplies	SP		1/6/2011
11-P0017229	21.75	GERARDO VEGA	Repair & Replacement Parts			1/6/2011
11-P0017230	1,939.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/6/2011
11-P0017231	2,276.94	SAN FRANCISCO MARRIOTT	Conference Expenses	SP		1/6/2011
11-P0017232	1,737.85	COR O VAN MOVING	Buildings - Relocation/Moving	SP		1/6/2011
11-P0017233	170.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/6/2011
11-P0017234	63.75	TROPICAL PLAZA NURSERY	Landscaping			1/6/2011
11-P0017235	2,039.30	PESTAL PETER A.	Contracted Repair Services			1/6/2011
11-P0017236	337.70	BLANKENSHIP, SHARLENE	Contracted Repair Services			1/6/2011
11-P0017237	960.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	1/6/2011
11-P0017238	782.00	STATE WATER RESOURCES	Sites - Licenses, Fees & Taxes	SP	BOND	1/6/2011
11-P0017239	29,390.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	1/6/2011
11-P0017240	5,560.69	APCO GRAPHICS INC	Building Improvements	SP	BOND	1/6/2011
11-P0017241	8,200.00	SOLTANMORAD KATRYN	Contracted Services	SP		1/6/2011
11-P0017242	2,000.00	ESTES KATHY	Contracted Services	SP		1/6/2011
11-P0017243	6,791.88	JOSTEN'S	Reproduction/Printing Expenses	SP		1/6/2011
* 11-P0017244	3,452.88	ATI ASSESSMENT TECHNOLOGIES	Books Paid for Students	SP		1/6/2011
11-P0017245	385.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	1/6/2011
11-P0017246	1,453.86	IMMEL DESIGN INC	Building Improvements	SP	BOND	1/6/2011
11-P0017247	24.75	J.P. COOKE COMPANY	Non-Instructional Supplies			1/6/2011
11-P0017248	2,787.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	1/6/2011
11-P0017249	8,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/6/2011
11-P0017250	3,500.00	CHEVRON	Gasoline			1/6/2011
11-P0017251	335.77	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/6/2011
11-P0017252	1,000.00	HOME DEPOT	Non-Instructional Supplies			1/6/2011
11-P0017253	18.62	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/6/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

5.42 (2)



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017254	1,000.00	RADIO SHACK	Instructional Supplies			1/6/2011
11-P0017255	191.84	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/6/2011
11-P0017256	9.30	STATE BOARD OF EQUALIZATION	Other Licenses & Fees			1/6/2011
11-P0017257	250.44	AIR SOURCE INDUSTRIES	Instructional Supplies	SP		1/6/2011
11-P0017258	100.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			1/6/2011
11-P0017259	900.00	C BELOW INC	Buildings - Engineering Costs	SP		1/7/2011
11-P0017260	2,658.89	SIEMENS WATER TECH CORP	Contracted Repair Services			1/7/2011
11-P0017261	8,500.00	PYRO-COMM SYSTEMS INC	Building Improvements	SP		1/7/2011
11-P0017262	49,777.52	THE DOLINKA GROUP LLC	Contracted Services	SP		1/7/2011
11-P0017263	440.00	SY NIELSON SVC	Contracted Services			1/7/2011
11-P0017265	88.40	TROPICAL PLAZA NURSERY	Landscaping			1/7/2011
11-P0017266	450.00	AMERICAN ASSOC FOR PARALEGAL ED	Inst Dues & Memberships	SP		1/10/2011
11-P0017267	646.56	MICROTECH SCIENTIFIC	Instructional Supplies			1/10/2011
11-P0017268	576.99	SANTA ANA UNIFIED SCHOOL DIST	Food and Food Service Supplies	SP		1/10/2011
11-P0017269	600.41	MIDWEST LIBRARY SVC	Library Books	SP		1/10/2011
11-P0017270	252.78	HACIENDA	Food and Food Service Supplies	SP		1/10/2011
11-P0017271	2,431.86	DELL COMPUTER	Equipment - Technology >\$1,000	SP		1/10/2011
11-P0017272	7,092.15	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		1/10/2011
11-P0017273	634.66	INSIGHT MEDIA	Instructional Supplies	SP		1/10/2011
11-P0017274	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/10/2011
11-P0017275	278.24	MARRIOTT WARDMAN PARK HOTEL	Conference Expenses			1/10/2011
11-P0017276	750.00	HANNA JOHN R	Conference Expenses			1/10/2011
11-P0017277	829.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			1/10/2011
11-P0017278	2,273.82	DELL COMPUTER	Equipment - All Other > \$1,000			1/10/2011
11-P0017279	1,140.63	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/10/2011
11-P0017280	25,400.55	ACS AFFILIATED COMPUTER SERV.	Contracted Services			1/10/2011
11-P0017281	5.40	MARISA F. HERNANDEZ	Non-Instructional Supplies	SP		1/10/2011
* 11-P0017282	1,023.83	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		1/10/2011
11-P0017283	9,004.52	TROPICAL PLAZA NURSERY	Contracted Repair Services			1/10/2011
11-P0017284	148.88	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			1/10/2011
11-P0017285	2,067.13	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/10/2011
11-P0017286	1,462.50	PYRO-COMM SYSTEMS INC	Contracted Repair Services			1/10/2011
11-P0017287	425.00	WHITE DOVE RELEASE	Other Operating Exp & Services	SP		1/10/2011
11-P0017288	850.00	DE LA TORRE COMMERCIAL	Site Improvements	SP		1/10/2011
11-P0017289	939.84	DELL COMPUTER	Non-Instructional Supplies			1/10/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

5.42 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017290	991.15	CDW GOVERNMENT INC.	Non-Instructional Supplies			1/10/2011
11-P0017291	829.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			1/11/2011
11-P0017292	500.00	NATHAN H. SELVIDGE	Conference Expenses			1/11/2011
11-P0017293	834.72	MARRIOTT WARDMAN PARK HOTEL	Conference Expenses			1/11/2011
11-P0017294	9,135.00	RAMOS GUSTAVO	Buildings - Contracted Svcs	SP	BOND	1/11/2011
11-P0017295	1,357.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		1/10/2011
11-P0017296	14,274.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		1/11/2011
11-P0017297	294.40	AMERICAN EXPRESS	Conference Expenses			1/11/2011
11-P0017298	2,713.86	UNISOURCE PAPER CO	Non-Instructional Supplies			1/11/2011
11-P0017299	602.55	SEHI COMPUTER PRODUCTS	Instructional Supplies			1/11/2011
11-P0017301	358.88	BREA SIGNS & GRAPHICS INC	Non-Instructional Supplies	SP		1/11/2011
11-P0017302	672.39	PARALLAX INC	Instructional Supplies	SP		1/11/2011
11-P0017303	3,787.13	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		1/11/2011
11-P0017304	7,374.26	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		1/11/2011
11-P0017305	1,007.00	OXFORD UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		1/11/2011
11-P0017306	999.13	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		1/11/2011
11-P0017307	346.22	MICRO CENTER	Instructional Supplies	SP		1/11/2011
11-P0017308	660.23	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies			1/11/2011
11-P0017309	345.38	WARD'S NATURAL SCIENCE	Instructional Supplies			1/11/2011
11-P0017310	123.10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/11/2011
11-P0017311	1,200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			1/11/2011
11-P0017312	10,000.00	GOLD COAST TOURS	Transportation - Athletics			1/11/2011
11-P0017313	486.17	GALE GROUP	Library Books	SP		1/11/2011
11-P0017314	250.00	SMART & FINAL	Instructional Supplies			1/11/2011
11-P0017315	305.80	AMERICAN EXPRESS	Conference Expenses			1/12/2011
11-P0017316	800.00	BRIAN E. CONLEY	Conference Expenses			1/12/2011
11-P0017317	178.40	AMERICAN EXPRESS	Conference Expenses			1/12/2011
11-P0017318	1,000.00	ORANGE COUNTY TAXPAYERS ASSOCIATION	Inst Dues & Memberships			1/12/2011
* 11-P0017319	63,427.35	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/12/2011
11-P0017320	14,208.00	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		1/12/2011
11-P0017321	493.25	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/12/2011
11-P0017322	1,080.31	ICOP	Instructional Supplies	SP		1/12/2011
11-P0017323	500.00	ALVAREZ RUBEN REYNALDO	Advertising	SP		1/12/2011
11-P0017324	97.68	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib	SP		1/12/2011
11-P0017325	470.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		1/12/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

5.42 (4)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017326	1,000.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		1/12/2011
11-P0017327	179.31	CHAMPION CHEMICAL CO	Non-Instructional Supplies			1/13/2011
11-P0017328	1,301.12	DELL COMPUTER	Equipment - All Other > \$1,000	SP		1/13/2011
* 11-P0017329	14,484.21	B & H PHOTO VIDEO INC	Instructional Supplies	SP		1/13/2011
* 11-P0017330	6,024.76	PRO SCIENTIFIC INC	Equip/Software - >\$200 <\$1,000	SP	BOND	1/13/2011
11-P0017331	11,235.72	CA-NV SECTION, AWWA	Contracted Services	SP		1/13/2011
11-P0017332	1,000.00	ELSEVIER SCIENCE	Software License and Fees	SP		1/13/2011
11-P0017333	7,693.08	AT & T	Equipment - All Other > \$1,000			1/13/2011
11-P0017334	300.00	MARICOPA COMMUNITY COLLEGES	Inst Dues & Memberships	SP		1/13/2011
11-P0017335	1,143.50	COAST SIGN INC	Contracted Repair Services			1/13/2011
11-P0017336	306.40	AMERICAN EXPRESS	Conference Expenses			1/14/2011
11-P0017337	200.00	BRIAN E. CONLEY	Conference Expenses			1/14/2011
11-P0017338	200.00	JOHN R. HANNA	Conference Expenses			1/14/2011
11-P0017340	800.00	BESTWAY LAUNDRY SOLUTIONS	Contracted Repair Services			1/18/2011
11-P0017341	610.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			1/18/2011
11-P0017342	199.10	SYMANTEC CORP	Software Support Service			1/18/2011
11-P0017343	3,909.00	CRC INC	Contracted Services	SP		1/18/2011
11-P0017344	179.70	AMERICAN EXPRESS	Conference Expenses			1/18/2011
11-P0017345	34.25	MARCELINA R. NEVILS	Legal Expenses			1/18/2011
* 11-P0017346	1,678.52	COBRA SYSTEMS	Non-Instructional Supplies			1/19/2011
11-P0017347	823.00	HEWLETT PACKARD CO	Equip/Software - >\$200 <\$1,000	SP		1/19/2011
11-P0017348	341.05	COR O VAN MOVING	Non-Instructional Supplies			1/19/2011
11-P0017349	510.42	FITNESS REPAIR SHOP	Contracted Repair Services			1/19/2011
11-P0017350	28.54	DELL COMPUTER	Instructional Supplies	SP		1/19/2011
11-P0017351	33.48	GOVPLACE	Software License and Fees			1/19/2011
11-P0017352	1,115.00	TITANIUM SOFTWARE INC	Software License and Fees	SP		1/19/2011
11-P0017353	300.00	ASSOCIATION OF COUNSELING CENTER TRAINING A	Inst Dues & Memberships	SP		1/19/2011
11-P0017354	674.01	TOMARK SPORTS INC	Instructional Supplies	SP		1/19/2011
11-P0017355	257.69	HISONIC INTERNATIONAL	Instructional Supplies	SP		1/19/2011
11-P0017356	220.49	CDW GOVERNMENT INC.	Instructional Supplies	SP		1/19/2011
11-P0017357	1,660.59	FISHER SCIENTIFIC	Instructional Supplies	SP		1/19/2011
11-P0017358	885.61	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		1/19/2011
11-P0017359	881.42	PROMOTIONSNOW.COM	Non-Instructional Supplies	SP		1/19/2011
11-P0017360	1,580.88	FISHER SCIENTIFIC	Instructional Supplies	SP		1/19/2011
11-P0017361	26,400.00	SOLTANMORAD KATRYN	Contracted Services	SP		1/19/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

5.42 (5)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017362	1,295.87	FISHER SCIENTIFIC	Instructional Supplies	SP		1/19/2011
11-P0017363	5,248.17	FISHER SCIENTIFIC	Instructional Supplies	SP		1/19/2011
11-P0017364	11,140.98	SARGENT WELCH	Instructional Supplies	SP		1/19/2011
11-P0017365	1,255.74	SARGENT WELCH	Instructional Supplies	SP		1/19/2011
11-P0017366	3,243.78	SARGENT WELCH	Instructional Supplies	SP		1/19/2011
11-P0017367	18.60	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/19/2011
11-P0017368	1,430.86	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/19/2011
11-P0017369	500.00	GRAINGER	Non-Instructional Supplies			1/19/2011
11-P0017370	164.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			1/19/2011
11-P0017371	1,800.00	JOB ELEPHANT COM INC	Personnel Recruiting	SP		1/19/2011
11-P0017372	695.00	SMOKE GUARD CALIFORNIA	Contracted Repair Services			1/19/2011
11-P0017373	888.78	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		1/19/2011
11-P0017374	2,500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		1/19/2011
11-P0017375	902.87	FREY SCIENTIFIC/EDUC PUBL SERVICE	Instructional Supplies	SP		1/19/2011
11-P0017376	2,500.00	FOUNDATION FOR CALIFORNIA	Internet Services			1/19/2011
11-P0017377	55.46	SIMBIOTIC SOFTWARE	Software License and Fees			1/19/2011
11-P0017378	79,200.00	TOWNSEND PUBLIC AFFAIRS INC	Contracted Services			1/19/2011
11-P0017379	704.50	PARCO SCIENTIFIC CO	Instructional Supplies	SP		1/19/2011
11-P0017380	3,994.49	4 IMPRINT	Non-Instructional Supplies	SP		1/19/2011
11-P0017381	49.02	OCB REPROGRAPHICS INC	Non-Instructional Supplies			1/19/2011
11-P0017382	986.31	EDMUND SCIENTIFICS	Instructional Supplies	SP		1/19/2011
11-P0017383	24,000.00	PLANNET CONSULTING LLC	Contracted Services			1/19/2011
11-P0017384	8,810.00	ORANGE COAST PLUMBING INC	Maint/Oper Service Agreements			1/19/2011
11-P0017385	2,939.51	BOBER ANTHONY T	Gain (Loss) - Insurance Settle			1/19/2011
11-P0017386	846.89	TRIARCH INC	Instructional Supplies	SP		1/19/2011
11-P0017387	1,245.27	DELL COMPUTER	Equipment - All Other > \$1,000			1/19/2011
11-P0017388	157.55	XPEDX PAPER CO	Non-Instructional Supplies	SP		1/19/2011
11-P0017390	750.00	SMART & FINAL	Food and Food Service Supplies	SP		1/19/2011
11-P0017391	1,431.89	MICROTECH SCIENTIFIC	Instructional Supplies	SP		1/19/2011
11-P0017392	4,465.75	MICROTECH SCIENTIFIC	Instructional Supplies	SP		1/19/2011
11-P0017393	4,000.00	DATATEL INC	Equipment - Software > \$1,000	SP	BOND	1/19/2011
11-P0017394	2,169.56	ECS IMAGING INC	Equipment - Federal Progs >200	SP		1/19/2011
* 11-P0017395	5,897.14	FISHER SCIENTIFIC	Equip/Software - >\$200 <\$1,000	SP	BOND	1/20/2011
* 11-P0017396	40,025.48	SARGENT WELCH	Equipment - All Other > \$1,000	SP	BOND	1/20/2011
11-P0017397	1,025.70	FREY SCIENTIFIC/EDUC PUBL SERVICE	Equipment - All Other > \$1,000	SP	BOND	1/20/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

5.42 (6)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017398	10,000.00	DATATEL INC	Equipment - Software > \$1,000	SP	BOND	1/19/2011
11-P0017399	5,808.23	PARCO SCIENTIFIC CO	Equip/Software - >\$200 <\$1,000	SP	BOND	1/20/2011
11-P0017400	1,600.91	FRANK'S LOCKS & DOOR CLOSERS INC.	Contracted Repair Services			1/20/2011
11-P0017401	812.45	COR O VAN MOVING	Non-Instructional Supplies			1/20/2011
11-P0017402	2,393.37	UNISOURCE PAPER CO	Non-Instructional Supplies			1/20/2011
11-P0017403	2,356.24	EDMUND SCIENTIFICS	Equipment - All Other > \$1,000	SP	BOND	1/20/2011
11-P0017404	11,690.63	APPLIED INSTRUMENTS	Equipment - All Other > \$1,000	SP	BOND	1/20/2011
* 11-P0017405	1,655.18	TROXELL COMM INC	Equipment - Federal Progs >200	SP		1/20/2011
11-P0017406	79.50	ACT	Non-Instructional Supplies	SP		1/20/2011
11-P0017407	1,048.61	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		1/20/2011
11-P0017408	98.50	CCDAA CALIF CHILD DEV ADMIN ASSOC	Non-Instructional Supplies	SP		1/20/2011
11-P0017409	1,000.00	GUNTHER'S ATHLETIC SVC	Repair & Replacement Parts			1/21/2011
11-P0017410	150.00	MAYFLOWER DISTRIBUTING COMPANY, INC	Non-Instructional Supplies	SP		1/21/2011
11-P0017411	137.89	XEROX CORP	Non-Instructional Supplies			1/21/2011
11-P0017412	300.00	WESTED	Conference Expenses	SP		1/21/2011
11-P0017413	300.00	WESTED	Conference Expenses	SP		1/21/2011
11-P0017414	795.46	FISHER SCIENTIFIC	Equip/Software - >\$200 <\$1,000	SP	BOND	1/21/2011
11-P0017415	4,660.51	ORANGE COAST PLUMBING INC	Contracted Repair Services			1/21/2011
11-P0017416	967.88	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200	SP		1/24/2011
11-P0017417	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/24/2011
11-P0017418	711.78	LIBERTY PAPER & PRINTING	Instructional Supplies			1/24/2011
11-P0017419	2,797.78	DUTHIE POWER SVC	Contracted Repair Services			1/25/2011
11-P0017420	825.87	ORACLE CORP	Internet Services	SP		1/25/2011
11-P0017421	2,704.00	GMS ELEVATOR	Contracted Repair Services			1/25/2011
11-P0017422	959.29	GRAINGER	Repair & Replacement Parts			1/25/2011
11-P0017423	22,750.00	LTI LUZURIAGA TAYLOR INC	Buildings - Engineering Costs	SP	BOND	1/25/2011
11-P0017426	1,246.00	STATE WATER RESOURCES	Buildings - DSA Fees	SP	BOND	1/25/2011
11-P0017427	199.00	CI BUSINESS EQUIPMENT INC	Maint Contract - Office Equip			1/25/2011
11-P0017428	975.00	HVAC AIR COMMAND INC	Maint Contract - Other Equip			1/25/2011
11-P0017429	500.00	MKH ELECTRONICS	Maint Contract - Other Equip			1/25/2011
11-P0017430	1,669.00	WESTED	Conference Expenses	SP		1/25/2011
11-P0017431	300.00	WESTED	Conference Expenses	SP		1/25/2011
11-P0017432	554.95	FRANK'S LOCKS & DOOR CLOSERS INC.	Contracted Services			1/25/2011
11-P0017433	511.09	SEA CLEAR POOLS INC	Contracted Repair Services			1/25/2011
11-P0017434	3,700.00	SANDY BOYD INC	Buildings - Contracted Svcs	SP	BOND	1/25/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017435	950.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	1/25/2011
11-P0017436	255.00	SANDY BOYD INC	Buildings - Contracted Svcs	SP	BOND	1/25/2011
11-P0017437	711.17	ASH ENTERPRISES INT'L INC	Contracted Repair Services			1/25/2011
11-P0017438	1,452.00	DE LA TORRE COMMERCIAL	Site Improvements	SP		1/25/2011
11-P0017439	1,089.00	RITE-WAY ROOF CORP	Contracted Repair Services			1/25/2011
11-P0017440	180.00	KEITH S HOLLAND	Contracted Repair Services			1/25/2011
11-P0017441	1,222.61	FRANKLIN AIR CONDITIONING	Repair & Replacement Parts			1/25/2011
11-P0017442	4,480.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			1/25/2011
11-P0017443	508.78	BURKE ENGINEERING	Repair & Replacement Parts			1/25/2011
11-P0017444	1,700.00	SANDY BOYD INC	Contracted Repair Services			1/25/2011
11-P0017445	296.51	ORACLE CORP	Software Support Service			1/25/2011
11-P0017446	495.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		1/25/2011
11-P0017447	6,006.25	ENGINEERING.COM	Software License and Fees	SP		1/25/2011
11-P0017448	25,058.75	HEWLETT PACKARD CO	Equipment - All Other > \$1,000			1/25/2011
11-P0017449	2,500.00	TRISTAR	Software License and Fees	SP		1/25/2011
11-P0017450	3,439.30	D4 SOLUTIONS INC.	Contracted Services			1/25/2011
11-P0017451	3,257.06	COMPUTERLAND OF SILICON VALLEY	Software Support Service			1/25/2011
11-P0017452	4,333.69	CUSTOMIZED SUPPORT SVCS INC	Contracted Services			1/25/2011
11-P0017454	767.25	FITNESS WHOLESALE	Instructional Supplies	SP		1/26/2011
11-P0017455	1,868.34	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/26/2011
11-P0017456	903.06	SIERRA WHOLESALE HARDWARE INC	Non-Instructional Supplies			1/26/2011
11-P0017457	126.17	YOUNG PS ACQUISITIONS, LLC	Instructional Supplies	SP		1/26/2011
11-P0017458	483.80	DAPPER TIRE	Repair & Replacement Parts			1/26/2011
11-P0017459	1,132.21	DELL COMPUTER	Equipment - All Other > \$1,000			1/26/2011
11-P0017460	220.09	DELL COMPUTER	Equipment - All Other > \$1,000			1/26/2011
11-P0017461	1,000.00	WALLACE SHARONDA	Contracted Services	SP		1/26/2011
* 11-P0017462	14,809.53	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		1/26/2011
11-P0017464	200.00	THE UNKNOWN ARTIST	Instructional Supplies	SP		1/26/2011
11-P0017465	500.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		1/26/2011
11-P0017466	200.00	LIGHT BULBS ETC	Instructional Supplies	SP		1/26/2011
11-P0017467	200.00	HOME DEPOT	Instructional Supplies	SP		1/26/2011
11-P0017468	244.00	NABERS CLEANERS	Laundry & Dry Cleaning Service			1/26/2011
11-P0017469	2,000.00	IRVINE PIPE SUPPLY	Non-Instructional Supplies			1/26/2011
11-P0017470	5,000.00	GRAINGER	Non-Instructional Supplies			1/26/2011
11-P0017471	550.00	VIETNAM CALIFORNIA RADIO, INC.	Advertising	SP		1/26/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

5.42 (8)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017472	132.62	MIDWEST LIBRARY SVC	Library Books	SP		1/26/2011
11-P0017473	2,171.52	DELL COMPUTER	Equipment - All Other > \$1,000			1/26/2011
11-P0017474	730.96	NCS PEARSON INC	Instructional Supplies	SP		1/26/2011
11-P0017475	2,046.67	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		1/26/2011
11-P0017476	36.61	APPLE COMPUTER INC	Instructional Software	SP		1/26/2011
11-P0017477	800.00	HERZEN ERIC VON	Contracted Repair Services			1/26/2011
11-P0017478	520.39	DON BOOKSTORE	Instructional Supplies	SP		1/26/2011
* 11-P0017479	1,107.90	COAST TO COAST BUSINESS	Contracted Repair Services			1/26/2011
11-P0017480	3,415.00	LANGSTON & ASSOCIATES	Contracted Services			1/26/2011
11-P0017481	500.00	SMART & FINAL	Food and Food Service Supplies	SP		1/26/2011
11-P0017482	235.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		1/26/2011
11-P0017483	535.19	PHILLIP G THORNTON	Repair & Replacement Parts			1/26/2011
11-P0017485	500.00	SMART & FINAL	Food and Food Service Supplies	SP		1/26/2011
11-P0017486	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			1/26/2011
11-P0017487	620.17	D4 SOLUTIONS INC.	Contracted Services	SP		1/26/2011
11-P0017488	6,462.40	ORANGE UNIFIED SCHOOL DISTRICT	Rental - Facility (Short-term)			1/26/2011
11-P0017489	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/26/2011
11-P0017490	843.58	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			1/26/2011
* 11-P0017491	1,397.80	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			1/26/2011
11-P0017492	676.81	BEST BUY	Non-Instructional Supplies	SP		1/27/2011
11-P0017493	226.41	JOURNEY ED MARKETING	Instructional Supplies	SP		1/27/2011
11-P0017494	31.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			1/27/2011
11-P0017495	778.77	IRVINE PIPE SUPPLY	Repair & Replacement Parts			1/27/2011
11-P0017496	371.29	BURKE ENGINEERING	Repair & Replacement Parts			1/27/2011
11-P0017497	2,299.20	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/26/2011
11-P0017498	5,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			1/27/2011
11-P0017499	5,000.00	UNISAN PRODUCTS	Non-Instructional Supplies			1/27/2011
11-P0017500	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			1/27/2011
11-P0017501	1,500.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		1/27/2011
11-P0017502	1,079.27	DON BOOKSTORE	Non-Instructional Supplies	SP		1/27/2011
11-P0017503	366.56	ABC SCHOOL EQUIPMENT INC	Non-Instructional Supplies	SP		1/28/2011
11-P0017504	14,900.00	PACIFIC COACHWAYS CHARTER	Transportation - Student			1/28/2011
11-P0017505	32.00	WELLS FARGO BANK	Conference Expenses			1/28/2011
11-P0017506	827.53	ABC SCHOOL EQUIPMENT INC	Instructional Supplies	SP		1/28/2011
11-P0017507	27,925.00	ACCJC ACCREDITING COMMISSION	Other Licenses & Fees			2/1/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017508	3,737.44	CS-SALES	Equipment - Federal Progs >200	SP		2/1/2011
11-P0017509	650.33	CARVIN CORP	Non-Instructional Supplies	SP		2/1/2011
11-P0017510	226.82	IRVINE PIPE SUPPLY	Repair & Replacement Parts			2/1/2011
11-P0017511	941.40	HARTE HANKS SHOPPERS PENNYSAVER	Advertising	SP		2/1/2011
11-P0017512	3,593.16	XPEDX PAPER CO	Non-Instructional Supplies			2/1/2011
* 11-P0017513	8,218.24	UNISOURCE PAPER CO	Instructional Supplies	SP		2/1/2011
11-P0017514	619.66	INSIGHT MEDIA	Instructional Supplies	SP		2/1/2011
11-P0017515	691.61	CALUMET PHOTOGRAPHIC INC	Instructional Supplies	SP		2/1/2011
11-P0017516	750.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		2/1/2011
11-P0017517	812.82	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/1/2011
11-P0017518	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/1/2011
11-P0017519	450.00	AMMEX	Non-Instructional Supplies	SP		2/1/2011
11-P0017520	500.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies	SP		2/1/2011
11-P0017521	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/1/2011
* 11-P0017522	202.86	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/1/2011
11-P0017523	351.70	ZERO TO THREE	Instructional Supplies	SP		2/1/2011
11-P0017524	308.82	HACIENDA	Food and Food Service Supplies	SP		2/1/2011
11-P0017525	157.09	OCB REPROGRAPHICS INC	Non-Instructional Supplies			2/1/2011
11-P0017526	627.25	PROGRESSIVE MEDICAL INTERNATIONAL	Equipment - Federal Progs >200	SP		2/1/2011
* 11-P0017528	1,902.04	ACE FIXTURE CO	Equipment - Federal Progs >200	SP		2/1/2011
11-P0017529	145.33	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			2/1/2011
11-P0017530	2,762.25	TROXELL COMM INC	Equipment - All Other > \$1,000	SP		2/1/2011
11-P0017531	2,499.99	MANAGEMENT INFORMATION TECH	Software License and Fees	SP		2/1/2011
11-P0017532	1,980.34	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200	SP		2/1/2011
11-P0017533	12,562.30	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		2/1/2011
11-P0017534	481.75	NCS PEARSON INC	Instructional Supplies	SP		2/1/2011
11-P0017535	8,092.50	MED ONE EQUIPMENT SERVICES, LLC	Equipment - Federal Progs >200	SP		2/1/2011
11-P0017536	189.22	PLAYERS CHOICE	Non-Instructional Supplies	SP		2/1/2011
11-P0017537	11,639.14	FOTRONIC CORP	Equipment - Federal Progs >200	SP		2/1/2011
11-P0017538	4,868.55	TRACO MEDICAL INC.	Equipment - Federal Progs >200	SP		2/1/2011
11-P0017539	315.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			2/1/2011
11-P0017540	119.63	COAST TO COAST BUSINESS	Non-Instructional Supplies	SP		2/1/2011
11-P0017541	314.06	NCS PEARSON INC	Non-Instructional Supplies	SP		2/1/2011
11-P0017542	403.80	AMERICAN EXPRESS	Conference Expenses			2/1/2011
11-P0017543	9,000.00	DON BOOKSTORE	Books Paid for Students	SP		2/1/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project



P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017544	1,020.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		2/1/2011
* 11-P0017545	9,434.95	TRICOM FIRE & ELECTRIC INC	Contracted Repair Services			2/1/2011
11-P0017546	1,300.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		2/1/2011
11-P0017547	85.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/1/2011
11-P0017548	310.47	CYNMAR	Instructional Supplies	SP		2/1/2011
11-P0017549	67.60	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/1/2011
11-P0017550	1,584.67	D4 SOLUTIONS INC.	Contracted Repair Services			2/1/2011
11-P0017551	1,176.00	TROXELL COMM INC	Contracted Repair Services			2/1/2011
11-P0017552	899.14	VORTEX INDUSTRIES	Contracted Repair Services			2/1/2011
11-P0017553	460.00	WESTERN POWER SYSTEMS	Contracted Repair Services			2/1/2011
11-P0017554	200.00	CALIF DHS/LABORATORY FIELD SERVICES	Software License and Fees	SP		2/1/2011
11-P0017555	720.00	LEONARD CHAIDEZ TREE SERVICE	Maint/Oper Service Agreements			2/1/2011
11-P0017556	1,194.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			2/1/2011
11-P0017557	90.80	TROPICAL PLAZA NURSERY	Landscaping			2/1/2011
11-P0017558	3,177.99	PESTAL PETER A.	Contracted Services			2/1/2011
11-P0017559	529.94	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/1/2011
11-P0017560	625.00	WESTERN POWER SYSTEMS	Contracted Repair Services			2/1/2011
11-P0017561	1,725.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			2/2/2011
* 11-P0017562	4,116.00	NEWPORT BEACH FIRE DEPARTMENT	Instructional Agrmt - Salary			2/2/2011
* 11-P0017563	1,977.00	SAN BERNARDINO COUNTY	Instructional Agrmt - Facility			2/2/2011
11-P0017564	4,958.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	2/2/2011
11-P0017565	110,000.00	HMC ARCHITECTS	Buildings - Architects Fee	SP		2/2/2011
11-P0017566	1,092.00	VORTEX INDUSTRIES	Contracted Repair Services			2/2/2011
11-P0017567	2,900.00	SANDY BOYD INC	Contracted Services	SP		2/2/2011
11-P0017568	2,650.00	TRICOM FIRE & ELECTRIC INC	Contracted Services			2/2/2011
11-P0017569	351.26	PARACLETE FIRE AND SAFETY	Contracted Repair Services			2/2/2011
11-P0017570	258.75	WESTERN POWER SYSTEMS	Contracted Repair Services			2/2/2011
11-P0017571	399.90	VORTEX INDUSTRIES	Contracted Repair Services			2/2/2011
11-P0017572	8,270.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			2/2/2011
11-P0017573	167.50	ACTION DOOR CONTROLS INC	Contracted Repair Services			2/2/2011
11-P0017574	850.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/2/2011
11-P0017575	6,000.00	MCSPADDEN WILLIAM G	Contracted Services			2/2/2011
11-P0017576	650.00	NGUYEN KIEU DIEM	Contracted Services	SP		2/2/2011
11-P0017577	10,275.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		2/2/2011
11-P0017578	30,495.38	POCKET NURSE	Equipment - Federal Progs >200	SP		2/3/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

Purchase Order List  
01/04/11 thru 02/05/11

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0017579	745.00	WILLIAMS ROBERT	Contracted Repair Services			2/3/2011
11-P0017580	1,428.71	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		2/3/2011
11-P0017581	37,063.57	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/3/2011
11-P0017582	191.39	SIMS ORANGE WELDING SUPPLY	Non-Instructional Supplies			2/3/2011
11-P0017583	2,500.00	HD SUPPLY PLUMBING/HVAC LTD	Repair & Replacement Parts			2/3/2011
* 11-P0017584	2,809.00	DELL COMPUTER	Non-Instructional Supplies	SP		2/3/2011
11-P0017585	420.90	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		2/3/2011
11-P0017586	68.51	WEST PAYMENT CENTER	Books, Mags & Ref Mat, Non-Lib			2/3/2011
11-P0017587	2,500.00	HAGERTY BRIAN J	Contracted Services	SP		2/3/2011
11-P0017588	900.00	C BELOW INC	Buildings - Engineering Costs	SP		2/3/2011
11-P0017589	282.75	APEX AUDIO INC	Rental - Other (Short-term)	SP		2/3/2011
11-P0017590	988.48	XEROX CORP	Maint Contract - Office Equip			2/3/2011
11-P0017591	4,052.72	JOHNSON CONTROLS	Contracted Repair Services			2/3/2011
11-P0017592	10,534.69	DE LA TORRE COMMERCIAL	Site Improvements	SP		2/3/2011
11-P0017593	163.13	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		2/3/2011
11-P0017594	255.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/3/2011
11-P0017595	2,375.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		2/3/2011
11-P0017596	309.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/3/2011
11-P0017597	3,252.71	TROXELL COMM INC	Instructional Supplies			2/3/2011
11-P0017598	532.09	DTROVISION LLC	Repair & Replacement Parts			2/3/2011
11-P0017599	196.64	LAMINATION DEPOT INC	Instructional Supplies	SP		2/3/2011
11-P0017600	41.30	DELL COMPUTER	Non-Instructional Supplies			2/3/2011
11-P0017601	570.30	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			2/3/2011
11-P0017602	1,765.67	NEWMARK MANAGEMENT INSTITUTE	Non-Instructional Supplies	SP		2/3/2011
11-P0017603	148.22	ANALYTICAL SCIENTIFIC LTD	Repair & Replacement Parts			2/3/2011
11-P0017604	2,663.99	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			2/3/2011
11-P0017605	1,731.30	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			2/3/2011
11-P0017607	829.00	WELLS FARGO BANK	Conference Expenses			2/4/2011
11-P0017608	1,299.57	WELLS FARGO BANK	Conference Expenses			2/4/2011
11-P0017609	991.20	WELLS FARGO BANK	Conference Expenses			2/4/2011
11-P0017610	1,260.62	MCPAHAN BUSINESS INTERIORS	Equipment - All Other > \$1,000	SP	BOND	2/4/2011
11-P0119273	393.52	PITNEY BOWES	Lease Agreement - Equipment			1/5/2011
11-P0119274	15,000.00	MERCED COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		1/6/2011
* 11-P0119275	56,267.75	CITY OF CORONA	Instructional Agrmt - Salary			1/5/2011
11-P0119276	15,000.00	MIRA COSTA COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		1/6/2011

Legend: \* = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 11-P0119277	35,951.20	CITY OF ONTARIO	Instructional Agrmt - Salary			1/5/2011
11-P0119278	20,000.00	SHASTA COLLEGE	Contracted Services	SP		1/6/2011
* 11-P0119279	26,293.55	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Salary			1/5/2011
11-P0119280	20,000.00	NAPA VALLEY COLLEGE	Contracted Services	SP		1/6/2011
* 11-P0119281	39,514.60	SAN BERNARDINO CITY FIRE DEPT	Instructional Agrmt - Salary			1/5/2011
* 11-P0119282	32,046.75	CITY OF ORANGE	Instructional Agrmt - Salary			1/5/2011
* 11-P0119283	25,056.80	US OCEAN SAFETY	Instructional Agrmt - Salary			1/5/2011
* 11-P0119284	42,421.60	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Salary			1/5/2011
* 11-P0119285	26,033.35	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			1/5/2011
* 11-P0119286	10,408.40	CITY OF SEAL BEACH	Instructional Agrmt - Salary			1/5/2011
* 11-P0119287	15,220.00	CITY OF VERNON	Instructional Agrmt - Salary			1/5/2011
* 11-P0119288	21,090.60	CITY OF LAGUNA BEACH	Instructional Agrmt - Salary			1/5/2011
11-P0119289	20,000.00	CABRILLO COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		1/6/2011
11-P0119290	15,000.00	SAN MATEO COUNTY COMMUNITY COLLEGE	Contracted Services	SP		1/6/2011
11-P0119291	10,000.00	KERN COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		1/6/2011
* 11-P0119292	146,788.25	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			1/7/2011
* 11-P0119293	11,333.15	CITY OF BREA	Instructional Agrmt - Salary			1/7/2011
* 11-P0119294	19,847.00	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			1/7/2011
11-P0119295	1,700.00	WESTERN DC SYSTEMS	Maint/Oper Service Agreements			1/11/2011
* 11-P0119296	56,080.50	NEWPORT BEACH FIRE DEPARTMENT	Instructional Agrmt - Salary			1/18/2011
11-P0119297	272,937.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		1/25/2011
11-P0119298	10,000.00	LATINO HEALTH ACCESS	Contracted Services	SP		1/25/2011
11-P0119299	5,000.00	DELHI CENTER	Contracted Services	SP		1/25/2011
11-P0119300	211,787.00	SANTA ANA UNIFIED SCHOOL DIST	Contracted Services	SP		1/25/2011
11-P0119301	5,000.00	DELHI CENTER	Contracted Services	SP		1/25/2011
11-P0119302	10,000.00	LATINO HEALTH ACCESS	Contracted Services	SP		1/25/2011
11-P0119303	152,500.00	SANTA ANA UNIFIED SCHOOL DIST	Contracted Services	SP		1/26/2011
11-P0119304	279,930.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		1/26/2011
11-P0119305	15,000.00	SOUTHWESTERN COMMUNITY COLLEGE DIST	Contracted Services	SP		1/26/2011
11-P0119306	875.00	COAST TO COAST BUSINESS	Maint Contract - Office Equip	SP		1/26/2011
11-P0119307	496.80	COAST TO COAST BUSINESS	Maint Contract - Office Equip	SP		1/26/2011
* 11-P0119308	1,371.18	XEROX CORP	Excess/Copies Useage	SP		2/2/2011
* 11-P0119309	174,981.00	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Contracted Services	SP		2/2/2011
11-P0119310	1,330.00	GMS ELEVATOR	Maint/Oper Service Agreements			2/4/2011

Legend: \* = Multiple Accounts for this P.O.      SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
--------	--------	-------------	----------------	----	------	------

---

Grand Total: \$3,221,031.30

5.42 (14)

**Legend:** \* = Multiple Accounts for this P.O.

**SP** = Special Project

**Printed:** 2/7/2011 9:26:44AM

**Environment:** Production

**LoginID:** Inevils

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 4, 2011 THROUGH FEBRUARY 5, 2011  
BOARD MEETING OF FEBRUARY 22, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0017239	\$29,390.00	Repair of damaged wood substructure around campus and replacement of two (2) exterior doors, signage and bulletin boards at Centennial Education Center	DO-Facility Planning	Received Quotations: 1) *De La Torre Commercial Interiors 2) Estrada Construction Co. 3) Taylor Construction Co. *Successful Bidder
11-P0017262	\$49,777.52	Consulting services for researching into local redevelopment agency projects (Phase II)	DO-Business Operations/Fiscal Services	Board approved: December 6, 2010
11-P0017280	\$25,400.55	1098-T services for 2010 calendar year	DO-Accounting	
11-P0017319	\$63,427.35	Dell computers and related components	SCC-OEC	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
11-P0017361	\$26,400.00	Independent contractor to serve as the nutrition specialist for the RSCCD network program and provide services to all five (5) child development centers	DO-CDS	Board approved: January 18, 2011
11-P0017378	\$79,200.00	Consulting services to develop and maintain government and community relations and assist with special projects	DO-Chancellor's Office	Board approved: December 9, 2010
11-P0017383	\$24,000.00	Consulting services regarding RSCCD security surveillance system project and provide assessment and feasibility study	DO-ITS	Board approved: December 6, 2010

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 4, 2011 THROUGH FEBRUARY 5, 2011  
BOARD MEETING OF FEBRUARY 22, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0017396	\$40,025.48	Miscellaneous science equipment and supplies for the Science Center at Santiago Canyon College	SCC-Administrative Services	Bid #1170 Board approved: January 18, 2011
11-P0017423	\$22,750.00	Civil engineering services related to the sewer repair and replacement project at Santa Ana College, Bid #1169	DO-Facility Planning	Board approved: January 18, 2011
11-P0017448	\$25,058.75	HP storageworks smart array disk drive and related components	SAC-Data Center	Purchased from the Western State ContractingAlliance (WSCA) Master Price Agreement #B27164 Board approved: November 16, 2009
11-P0017507	\$27,925.00	2010-2011 annual fees to Accrediting Commission for Community and Junior Colleges	SAC-Administrative Services	
11-P0017565	\$110,000.00	Architectural and planning services to include assisting in all district's facilities master plans, preparation of the five year construction plan and update FUSION database	DO-Facility Planning	Board approved: January 18, 2011
11-P0017578	\$30,495.38	Birthing suite and medication dispensing system workstation	SAC-Nursing Department	These items are proprietary products of the vendor. They are a Value Added Reseller (VAR) vendor and their units have been configured with the customized software to provide optimal teaching and student learning experience.
11-P0017581	\$37,063.57	Dell computers and related components	SAC-Business Division	Purchased from the Western State ContractingAlliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 4, 2011 THROUGH FEBRUARY 5, 2011  
BOARD MEETING OF FEBRUARY 22, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0119274	\$15,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119275	\$56,267.75	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: May 27, 2008
11-P0119276	\$15,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119277	\$35,951.20	Instructional hours for Summer 2010 fire technology classes	SAC-Fire Technology	Board approved: May 12, 2008
11-P0119278	\$20,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119279	\$26,293.55	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: April 7, 2008
11-P0119280	\$20,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119281	\$39,514.60	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: January 22, 2008
11-P0119282	\$32,046.75	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: January 22, 2008

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 4, 2011 THROUGH FEBRUARY 5, 2011  
BOARD MEETING OF FEBRUARY 22, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0119283	\$25,056.80	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: January 22, 2008
11-P0119284	\$42,421.60	Instructional hours for Fall 2010 fire technology classes	SAC-Fire Technology	Board approved: November 19, 2007
11-P0119285	\$26,033.35	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: December 10, 2007
11-P0119287	\$15,220.00	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: December 10, 2007
11-P0119288	\$21,090.60	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: November 19, 2007
11-P0119289	\$20,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119290	\$15,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119292	\$146,788.25	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: May 12, 2008
11-P0119294	\$19,847.00	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: February 4, 2008



**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 4, 2011 THROUGH FEBRUARY 5, 2011  
BOARD MEETING OF FEBRUARY 22, 2011**

P.O. #	Amount	Description	Department	Comment
11-P0119296	\$56,080.50	Instructional hours for Spring 2010 fire technology classes	SAC-Fire Technology	Board approved: April 21, 2008
11-P0119297	\$272,937.00	Provision of education related services as part of the GEAR UP 2009 - Year II, Grant #P334A090134	SAC-GEAR UP	Board approved: November 15, 2010
11-P0119300	\$211,787.00	Provision of education related services as part of the GEAR UP 2009 - Year II, Grant #P334A090134	SAC-GEAR UP	Board approved: November 15, 2010
11-P0119303	\$152,500.00	Provision of education related services as part of the GEAR UP 2005 - Year VI, Grant #P334A050103	SAC-GEAR UP	Board approved: November 15, 2010
11-P0119304	\$279,930.00	Provision of education related services as part of the GEAR UP 2005 - Year VI, Grant #P334A050103	SAC-GEAR UP	Board approved: November 15, 2010
11-P0119305	\$15,000.00	Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment	DO-Educational Services	Board approved: September 27, 2010
11-P0119309	\$174,981.00	Sub-agreement regarding Early Headstart Partnership - Year II, Grant #09SA9091/02	DO-CDS	Board approved: November 15, 2010



	<u><b>Project Title</b></u>	<u><b>Award Date</b></u>	<u><b>Amount</b></u>
5.	<b>Disabled Students Programs and Services (DSPS) (SCC)</b> Annual allocation from the California Community Colleges Chancellor's Office for services for disabled students. (10/11)	01/27/2011	\$334,425
6.	<b>Youth Entrepreneurship Program (YEP) – BEC (District)</b> Funding from the California Community College Chancellor's Office for teaching entrepreneurial skills and techniques to youth and young adults. (10/11)	12/01/2010	\$90,000
7.	<b>Youth Entrepreneurship Program (YEP) – CITD (District)</b> Funding from the California Community College Chancellor's Office for teaching entrepreneurial skills and techniques to youth and young adults. (10/11)	12/01/2010	\$90,000
8.	<b>Extended Opportunity Programs &amp; Services (EOPS) (SAC)</b> Annual allocation from the California Community Colleges Chancellor's Office for services for low-income students. (10/11)	11/05/2010	\$992,848
9.	<b>Matriculation - Credit (SCC)</b> Annual allocation from the California Community Colleges Chancellor's Office to support activities related to outreach, admission, placement, and retention of students. (10/11)  Contribution to Research \$4,799	11/19/2010	\$390,947
10.	<b>NOCCD – Digital Media Support Grant (SAC)</b> Funds from the California Community Colleges Chancellor's Office, through North Orange County Community College District, to improve digital media programs. (10/11)	07/01/2010	\$2,500
11.	<b>SBA/CSUF – SBDC (District)</b> Annual allocation from the Small Business Administration, through California State University, Fullerton, to fund the continuous performance of the district's Small Business Development Center. (10/11)	01/01/2011	\$602,365

**RECOMMENDATION**

It is recommended that these items be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$3,929,355	Board Date: February 22, 2011
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #2049, 2050, 2051, 2052, 2053, 2054, 2055**  
**NAME: BASIC SKILLS INITIATIVE 10/11 - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2010/11**

CONTRACT PERIOD: 07/01/10 - 06/30/11  
 CONTRACT INCOME: \$ 190,186

PRJ. ADMIN. Norman Fujimoto  
 PRJ. DIR.

Date: 02/08/2011

GL ACCOUNT						New Budget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2049	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		47,000
12	2049	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	47,000	
					<b>#2049 - Prg &amp; Curriculum Plng &amp; Dvlp</b>	<b>47,000</b>	<b>47,000</b>
12	2050	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		23,000
12	2050	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	23,000	
					<b>#2050 - Student Assessment</b>	<b>23,000</b>	<b>23,000</b>
12	2051	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		3,000
12	2051	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	3,000	
					<b>#2051 - Advisement &amp; Counseling Svs</b>	<b>3,000</b>	<b>3,000</b>
12	2052	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		38,316
12	2052	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	38,316	
					<b>#2052 - Suppl Instr &amp; Tutoring</b>	<b>38,316</b>	<b>38,316</b>
12	2053	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		10,870
12	2053	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	10,870	
					<b>#2053 - Articulation</b>	<b>10,870</b>	<b>10,870</b>
12	2054	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		16,000
12	2054	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	16,000	
					<b>#2054 - Instr Materials &amp; Equipment</b>	<b>16,000</b>	<b>16,000</b>
12	2055	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		52,000
12	2055	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	52,000	
					<b>#2055 - Other: Coord, Research, Prof Dvlp</b>	<b>52,000</b>	<b>52,000</b>
					<b>SAC - BSI 10/11 Total</b>	<b>190,186</b>	<b>190,186</b>

**SPECIAL PROJECT DETAILED BUDGET #2049, 2050, 2051, 2052, 2053, 2054, 2055**  
**NAME: BASIC SKILLS INITIATIVE 10/11 - CENTENNIAL EDUCATION CENTER**  
**FISCAL YEAR: 2010/11**

CONTRACT PERIOD: 07/01/10 - 06/30/11  
 CONTRACT INCOME: \$ 285,279

PRJ. ADMIN. Ed Ripley  
 PRJ. DIR. Nilo Lipiz

Date: 02/08/2011

GL ACCOUNT						New Budget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2049	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		41,430
12	2049	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	41,430	
<b>2049 Total</b>					<b>#2049 - Prg &amp; Curriculum Png &amp; Dvlp</b>	<b>41,430</b>	<b>41,430</b>
12	2050	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		2,160
12	2050	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	2,160	
<b>2050 Total</b>					<b>#2050 - Student Assessment</b>	<b>2,160</b>	<b>2,160</b>
12	2051	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		76,414
12	2051	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	76,414	
<b>2051 Total</b>					<b>#2051 - Advisement &amp; Counseling Svcs</b>	<b>76,414</b>	<b>76,414</b>
12	2052	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		47,056
12	2052	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	47,056	
<b>2052 Total</b>					<b>#2052 - Suppl Instr &amp; Tutoring</b>	<b>47,056</b>	<b>47,056</b>
12	2053	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		45,000
12	2053	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	45,000	
<b>2053 Total</b>					<b>#2053 - Articulation</b>	<b>45,000</b>	<b>45,000</b>
12	2054	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		23,564
12	2054	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	23,564	
<b>2054 Total</b>					<b>#2054 - Instr Materials &amp; Equipment</b>	<b>23,564</b>	<b>23,564</b>
12	2055	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		49,655
12	2055	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	49,655	
<b>2055 Total</b>					<b>#2055 - Other: Coord, Research, Prof Dvlp</b>	<b>49,655</b>	<b>49,655</b>
<b>CEC - BSI 10/11 Total</b>						<b>285,279</b>	<b>285,279</b>

**SPECIAL PROJECT DETAILED BUDGET #2049, 2050, 2051, 2052, 2053, 2054, 2055**  
**NAME: BASIC SKILLS INITIATIVE 10/11 - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/11**

CONTRACT PERIOD: 07/01/10 - 06/30/11  
 CONTRACT INCOME \$ 179,666

PRJ. ADMIN. Aracely Mora  
 PRJ. DIR. Mary McMullin

Date: 02/08/2011

GL ACCOUNT					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2049	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		66,666
12	2049	499900	25051	5999	Special Project Holding Acct : Academic Affairs	66,666	
					<b>#2049 - Prg &amp; Curriculum Plng &amp; Dvlp</b>	<b>66,666</b>	<b>66,666</b>
12	2050	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		10,000
12	2050	499900	25051	5999	Special Project Holding Acct : Academic Affairs	10,000	
					<b>#2050 - Student Assessment</b>	<b>10,000</b>	<b>10,000</b>
12	2051	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		70,000
12	2051	499900	25051	5999	Special Project Holding Acct : Academic Affairs	70,000	
					<b>#2051 - Advisement &amp; Counseling Svs</b>	<b>70,000</b>	<b>70,000</b>
12	2052	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		20,000
12	2052	499900	25051	5999	Special Project Holding Acct : Academic Affairs	20,000	
					<b>#2052 - Suppl Instr &amp; Tutoring</b>	<b>20,000</b>	<b>20,000</b>
12	2053	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		5,000
12	2053	499900	25051	5999	Special Project Holding Acct : Academic Affairs	5,000	
					<b>#2053 - Articulation</b>	<b>5,000</b>	<b>5,000</b>
12	2054	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		5,000
12	2054	499900	25051	5999	Special Project Holding Acct : Academic Affairs	5,000	
					<b>#2054 - Instr Materials &amp; Equipment</b>	<b>5,000</b>	<b>5,000</b>
12	2055	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		3,000
12	2055	499900	25051	5999	Special Project Holding Acct : Academic Affairs	3,000	
					<b>#2055 - Other: Coord, Research, Prof Dvlp</b>	<b>3,000</b>	<b>3,000</b>
					<b>SCC - BSI 10/11 Total</b>	<b>179,666</b>	<b>179,666</b>

**SPECIAL PROJECT DETAILED BUDGET # 2550**  
**NAME: Board Financial Aid Admin (BFAP) - SCC**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/1/10 - 06/30/11  
 CONTRACT INCOME: \$292,792  
 CFDA #: NA

PROJ. ADM. John Hernandez  
 PROJ. DIR. Syed Rizvi

Date: 2/10/11

GL Account	Description	Debit	Credit
<b>12-2550-000000-20000-8629</b>	<b>Other Gen Categorical Appor</b>		<b>292,792</b>
12-2550-646000-29500-2130	Classified Employees : Fina - Elizabeth Bergara - 100% - Debbie Fast - 100% - Jitesh Prajapati - 100% - Andrea Garcia - (9B-12B @ 100%) - Eduardo Cervantes - 45%; 0% (1/1 - 6/30)	116,609	
12-2550-646000-29500-2320	Classified Employees - Hourly	42,511	
12-2550-646000-29500-2340	Student Assistants - Hourly	1,500	
12-2550-646000-29500-2350	Overtime - Classified Emplo	4,334	
12-2550-646000-29500-3215	PERS - Non-Instructional :	17,026	
12-2550-646000-29500-3315	OASDHI - Non-Instructional	10,321	
12-2550-646000-29500-3325	Medicare - Non-Instructiona	2,414	
12-2550-646000-29500-3415	H & W - Non-Instructional :	32,497	
12-2550-646000-29500-3435	H & W - Retiree Fund Non-In	1,681	
12-2550-646000-29500-3515	SUI - Non-Instructional : F	1,199	
12-2550-646000-29500-3615	WCI - Non-Instructional : F	4,041	
12-2550-646000-29500-3915	Other Benefits - Non-Instru	3,934	
12-2550-646000-29500-4610	Non-Instructional Supplies	1,940	
12-2550-646000-29500-4710	Food and Food Service Suppl	472	
12-2550-646000-29500-5100	Contracted Services : Finan	10,500	
12-2550-646000-29500-5220	Mileage/Parking Expenses :	474	
12-2550-646000-29500-5630	Maint Contract - Office Equ	84	
12-2550-646000-29500-5845	Excess/Copies Useage : Fina	299	
12-2550-646000-29500-5940	Reproduction/Printing Expen	1,749	
12-2550-646000-29500-6410	Equipment - All Other > \$1,	7,415	
12-2550-646000-29500-6412	Equipment - Modular Furniture	1,219	
12-2550-646000-29500-6419	Equip/Software - >\$200 <\$1,	5,073	
12-2550-647000-29340-2310	Classified Employees - Ongoing - Loretta Campbell (1-6B; 8B-12B)	15,283	
12-2550-647000-29340-3215	PERS - Non-Instructional :	1,636	
12-2550-647000-29340-3315	OASDHI - Non-Instructional	948	
12-2550-647000-29340-3325	Medicare - Non-Instructiona	222	
12-2550-647000-29340-3435	H & W - Retiree Fund Non-In	153	
12-2550-647000-29340-3515	SUI - Non-Instructional : J	110	
12-2550-647000-29340-3615	WCI - Non-Instructional : J	367	
12-2550-675000-29500-5210	Conference Expenses : Finan	6,781	
<b>Totals for PROJECT: 2550</b>	<b>- Student Fin Aid Admin - SCC</b>	<b>292,792</b>	<b>292,792</b>

**SPECIAL PROJECT DETAILED BUDGET #2060**  
**NAME: CalWORKS CHILD CARE - DISTRICT**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$119,121  
 CFDA #: N/A

PROJ. ADM. Enrique Perez  
 PROJ. DIR. Dee Tucker

Date: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
33	2060	000000	50000	8625	CalWORKs : District Operations		135,657		119,121	16,536	
<b>33</b>	<b>2060</b>	<b>692000</b>	<b>53322</b>	<b>1210</b>	<b>Academic Management : CDC CalWORKs</b>	6,152		0			6,152
<b>33</b>	<b>2060</b>	<b>692000</b>	<b>53322</b>	<b>2130</b>	<b>Classified Employees : CDC CalWORKs</b> <b>Lugo, Laurene @ 20%</b>	11,482		11,762		280	
33	2060	692000	53322	3115	STRS - Non-Instructional : CDC CalWORKs	508		0			508
33	2060	692000	53322	3215	PERS - Non-Instructional : CDC CalWORKs	1,115		1,260		145	
33	2060	692000	53322	3315	OASDHI - Non-Instructional : CDC CalWORKs	729		746		17	
33	2060	692000	53322	3325	Medicare - Non-Instructional : CDC CalWORKs	256		174			82
33	2060	692000	53322	3415	H & W - Non-Instructional : CDC CalWORKs	2,470		2,311			159
33	2060	692000	53322	3435	H & W - Retiree Fund Non-Inst : CDC CalWORKs	180		120			60
33	2060	692000	53322	3515	SUI - Non-Instructional : CDC CalWORKs	53		87		34	
33	2060	692000	53322	3615	WCI - Non-Instructional : CDC CalWORKs	387		289			98
33	2060	692000	53322	3915	Other Benefits - Non-Instruct : CDC CalWORKs	363		270			93
33	2060	732000	53322	7670	Other Exp Paid for Students : CDC CalWORKs	111,962		102,102			9,860
					<b>#2060 Total - District Child Care</b>	<b>135,657</b>	<b>135,657</b>	<b>119,121</b>	<b>119,121</b>	<b>17,012</b>	<b>17,012</b>



**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - DISTRICT**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$39,827

PROJ. ADM. Enrique Perez  
 PROJ. DIR. Dee Tucker

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
11	0000	000004	50000	1110	Contract Instructors : District Operations		13,535		13,535		0
11	0000	000004	50000	2130	Classified Employees : District Operations		5,392		5,243	149	
11	0000	000004	50000	3411	H & W - Instructional : District Operations		2,994		3,136		142
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations		2,399		2,136	263	
11	2061	649000	53305	1210	Academic Management : Tucker, Dee @ 11%	13,535		13,535		0	
11	2061	649000	53305	3115	STRS - Non-Instructional : Educational Servic	1,117		1,117		0	
11	2061	649000	53305	3325	Medicare - Non-Instructional : Educational Se	196		200		4	
11	2061	649000	53305	3415	H & W - Non-Instructional : Educational Servi	1,000		993			7
11	2061	649000	53305	3435	H & W - Retiree Fund Non-Inst : Educational S	137		138		1	
11	2061	649000	53305	3515	SUI - Non-Instructional : Educational Service	41		99		58	
11	2061	649000	53305	3615	WCI - Non-Instructional : Educational Service	298		331		33	
11	2061	649000	53305	3915	Other Benefits - Non-Instruct : Educational S	205		258		53	
11	2061	672000	54212	2130	Classified Employees : Accounting Paguirigan, Dolly (1B - 5B @ 10%) Sandoval, Laurie (6B - 12B @ 10%)	5,392		5,243			149
11	2061	672000	54212	3215	PERS - Non-Instructional : Accounting	523		561		38	
11	2061	672000	54212	3315	OASDHI - Non-Instructional : Accounting	343		333			10
11	2061	672000	54212	3325	Medicare - Non-Instructional : Accounting	78		78		0	
11	2061	672000	54212	3415	H & W - Non-Instructional : Accounting	1,130		807			323
11	2061	672000	54212	3435	H & W - Retiree Fund Non-Inst : Accounting	55		54			1
11	2061	672000	54212	3515	SUI - Non-Instructional : Accounting	16		39		23	
11	2061	672000	54212	3615	WCI - Non-Instructional : Accounting	119		129		10	
11	2061	672000	54212	3915	Other Benefits - Non-Instruct : Accounting	135		135		0	
<b>#2061 Total - District CalWORKS (Match)</b>						<b>24,320</b>	<b>24,320</b>	<b>24,050</b>	<b>24,050</b>	<b>632</b>	<b>632</b>

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - DISTRICT**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$39,827

PROJ. ADM. Enrique Perez  
 PROJ. DIR. Dee Tucker

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2061	000000	50000	8625	CalWORKS : District Operations		42,377		39,827	2,550	
<b>12</b>	<b>2061</b>	<b>649000</b>	<b>53305</b>	<b>1210</b>	<b>Academic Management : Tucker, Dee @ 10%</b>	12,305		12,305		0	
12	2061	649000	53305	3115	STRS - Non-Instructional : Educational Servic	1,015		1,015		0	
12	2061	649000	53305	3325	Medicare - Non-Instructional : Educational Se	182		182		0	
12	2061	649000	53305	3415	H & W - Non-Instructional : Educational Servi	843		903		60	
12	2061	649000	53305	3435	H & W - Retiree Fund Non-Inst : Educational S	125		125		0	
12	2061	649000	53305	3515	SUI - Non-Instructional : Educational Service	38		90		52	
12	2061	649000	53305	3615	WCI - Non-Instructional : Educational Service	736		301			435
12	2061	649000	53305	3915	Other Benefits - Non-Instruct : Educational S	167		235		68	
12	2061	675000	53305	5210	Conference Expenses : Educational Services Of	1,500		1,462			38
<b>12</b>	<b>2061</b>	<b>679000</b>	<b>53305</b>	<b>2130</b>	<b>Classified Employees : Educational Services Carpenter, Pat @ 25%</b>	15,199		15,426		227	
12	2061	679000	53305	3215	PERS - Non-Instructional : Educational Servic	1,475		1,652		177	
12	2061	679000	53305	3315	OASDHI - Non-Instructional : Educational Serv	968		977		9	
12	2061	679000	53305	3325	Medicare - Non-Instructional : Educational Se	226		229		3	
12	2061	679000	53305	3415	H & W - Non-Instructional : Educational Servi	2,049		1,401			648
12	2061	679000	53305	3435	H & W - Retiree Fund Non-Inst : Educational S	156		158		2	
12	2061	679000	53305	3515	SUI - Non-Instructional : Educational Service	47		112		65	
12	2061	679000	53305	3615	WCI - Non-Instructional : Educational Service	804		378			426
12	2061	679000	53305	3915	Other Benefits - Non-Instruct : Educational S	422		338			84
12	2061	679000	53305	4610	Non-Instructional Supplies : Educational Serv	3,345		0			3,345
12	2061	679000	53305	5630	Maint Contract - Office Equip : Educational S	289		289		0	
12	2061	679000	53305	5845	Excess/Copies Usage : Educational Services O	486		486		0	
12	2061	679000	53305	5940	Reproduction/Printing Expenses : Educational	0		1,763		1,763	
<b>#2061 Total - District CalWORKS</b>						<b>42,377</b>	<b>42,377</b>	<b>39,827</b>	<b>39,827</b>	<b>4,976</b>	<b>4,976</b>

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$57,885

PROJ. ADM. Ruth Babeshoff  
 PROJ. DIR. Nena Baldizon-Rios

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
11	0000	000004	20000	1110	<b>Contract Instructors : Santiago Canyon College</b>		14,953		14,953		
11	0000	000004	20000	2130	<b>Classified Employees : Santiago Canyon College</b>		10,374		10,374		
11	0000	000004	20000	3411	H & W - Instructional : Santiago Canyon College		4,580		4,156	424	
11	0000	000004	20000	3415	H & W - Non-Instructional : Santiago Canyon College		3,488		3,701		213
11	2061	631000	28100	1230	<b>Contract Counselors : Continuing Education Division</b>	0		0			0
11	2061	631000	28100	3115	STRS - Non-Instructional : Continuing Educati	181		0			181
11	2061	631000	28100	3325	Medicare - Non-Instructional : Continuing Edu	32		0			32
11	2061	631000	28100	3415	H & W - Non-Instructional : Continuing Educat	378		0			378
11	2061	631000	28100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	22		0			22
11	2061	631000	28100	3515	SUI - Non-Instructional : Continuing Educatio	7		0			7
11	2061	631000	28100	3615	WCI - Non-Instructional : Continuing Educatio	49		0			49
11	2061	631000	28100	3915	Other Benefits - Non-Instruct : Continuing Ed	28		0			28
11	2061	649000	28100	2130	<b>Classified Employees : Continuing Education Touyanou, Rosemary @ 10%</b>	7,229		7,229			0
11	2061	649000	28100	3215	PERS - Non-Instructional : Continuing Educati	702		774		72	
11	2061	649000	28100	3315	OASDHI - Non-Instructional : Continuing Educa	448		457		9	
11	2061	649000	28100	3325	Medicare - Non-Instructional : Continuing Edu	105		107		2	
11	2061	649000	28100	3415	H & W - Non-Instructional : Continuing Educat	555		563		8	
11	2061	649000	28100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	72		74		2	
11	2061	649000	28100	3515	SUI - Non-Instructional : Continuing Educatio	22		53		31	
11	2061	649000	28100	3615	WCI - Non-Instructional : Continuing Educatio	159		177		18	
11	2061	649000	28100	3915	Other Benefits - Non-Instruct : Continuing Ed	135		135			0
11	2061	631000	29305	1210	<b>Academic Management : Counseling &amp; Student Babeshoff, Ruth @ 10%</b>	14,953		14,953			0
11	2061	631000	29305	3115	STRS - Non-Instructional : Counseling & Stude	1,234		1,234			0
11	2061	631000	29305	3325	Medicare - Non-Instructional : Counseling & S	217		220		3	
11	2061	631000	29305	3415	H & W - Non-Instructional : Counseling & Stud	1,799		1,871		72	
11	2061	631000	29305	3435	H & W - Retiree Fund Non-Inst : Counseling &	150		152		2	
11	2061	631000	29305	3515	SUI - Non-Instructional : Counseling & Studen	45		109		64	
11	2061	631000	29305	3615	WCI - Non-Instructional : Counseling & Studen	329		364		35	

6.1 (10)

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$57,885

PROJ. ADM. Ruth Babeshoff  
 PROJ. DIR. Nena Baldizon-Rios

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
11	2061	631000	29305	3915	Other Benefits - Non-Instruct : Counseling &	109		206		97	
11	2061	647000	29340	2130	<b>Classified Employees : Job Placement</b> <b>Casares, Diana @ 5%</b>	3,145		3,145			0
11	2061	647000	29340	3215	PERS - Non-Instructional : Job Placement	305		337		32	
11	2061	647000	29340	3315	OASDHI - Non-Instructional : Job Placement	195		199		4	
11	2061	647000	29340	3325	Medicare - Non-Instructional : Job Placement	46		47		1	
11	2061	647000	29340	3415	H & W - Non-Instructional : Job Placement	567		578		11	
11	2061	647000	29340	3435	H & W - Retiree Fund Non-Inst : Job Placement	31		32		1	
11	2061	647000	29340	3515	SUI - Non-Instructional : Job Placement	9		23		14	
11	2061	647000	29340	3615	WCI - Non-Instructional : Job Placement	69		77		8	
11	2061	647000	29340	3915	Other Benefits - Non-Instruct : Job Placement	68		68			0
					<b>#2061 Total - SCC CalWORKS (Match)</b>	<b>33,395</b>	<b>33,395</b>	<b>33,184</b>	<b>33,184</b>	<b>910</b>	<b>910</b>

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$57,885

PROJ. ADM. Ruth Babeshoff  
 PROJ. DIR. Nena Baldizon-Rios

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2061	000000	20000	8625	CalWORKs : Santiago Canyon College		44,376		57,885		13,509
12	2061	631000	28100	1430	<b>Part-Time Counselors : Continuing Education Division</b>	0		4,606		4,606	
12	2061	631000	28100	3115	STRS - Non-Instructional : Counseling	0		380		380	
12	2061	631000	28100	3325	Medicare - Non-Instructional : Counseling	0		67		67	
12	2061	631000	28100	3435	H & W - Retiree Fund Non-Inst : Counseling	0		46		46	
12	2061	631000	28100	3515	SUI - Non-Instructional : Counseling	0		33		33	
12	2061	631000	28100	3615	WCI - Non-Instructional : Counseling	0		111		111	
12	2061	631000	29325	1430	<b>Part-Time Counselors : Counseling</b>	33,594		31,341			2,253
12	2061	631000	29325	1433	<b>Beyond Contract - Counselors : Counseling</b>	0		1,854		1,854	
12	2061	631000	29325	1435	<b>Int/Sum - Counselors,Part-Time : Counseling</b>	5,602		5,409			193
12	2061	631000	29325	3115	STRS - Non-Instructional : Counseling	3,234		3,185			49
12	2061	631000	29325	3325	Medicare - Non-Instructional : Counseling	568		560			8
12	2061	631000	29325	3435	H & W - Retiree Fund Non-Inst : Counseling	392		386			6
12	2061	631000	29325	3515	SUI - Non-Instructional : Counseling	118		277		159	
12	2061	631000	29325	3615	WCI - Non-Instructional : Counseling	868		926		58	
12	2061	647000	29340	2340	<b>Student Assistants - Hourly : Job Placement</b>	0		6,000		6,000	
12	2061	647000	29340	3435	H & W - Retiree Fund Non-Inst : Job Placement	0		60		60	
12	2061	647000	29340	3615	WCI - Non-Instructional : Job Placement	0		144		144	
12	2061	647000	29340	4610	Non-Instructional Supplies : Job Placement	0		2,500		2,500	
					<b>#2061 Total - SCC CalWORKS</b>	<b>44,376</b>	<b>44,376</b>	<b>57,885</b>	<b>57,885</b>	<b>16,018</b>	<b>16,018</b>

6.1 (12)

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11  
 CONTRACT INCOME: \$97,611

PROJ. ADM. Sara Lundquist  
 PROJ. DIR. Aurora Kamimura

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
11	0000	000004	10000	1110	Contract Instructors : Santa Ana College		77,551		53,589	23,962	
11	0000	000004	10000	2130	Classified Employees : Santa Ana College		33,155		26,050	7,105	
11	0000	000004	10000	3411	H & W - Instructional : Santa Ana College		16,112		14,837	1,275	
11	0000	000004	10000	3415	H & W - Non-Instructional : Santa Ana College		14,424		14,129	295	
11	2061	601000	18100	1210	Academic Management : Continuing Education Ripley, Ed @ 5%; Lipiz, Nilo @ 15%	30,417		30,417			0
11	2061	601000	18100	2130	Classified Employees : Continuing Education Salcido, Irene @ 18%; Ceniceros, Carmella @ 16%	15,985		15,696			289
11	2061	601000	18100	3115	STRS - Non-Instructional : Continuing Educati	2,674		2,509			165
11	2061	601000	18100	3215	PERS - Non-Instructional : Continuing Educati	1,537		1,681			144
11	2061	601000	18100	3315	OASDHI - Non-Instructional : Continuing Educa	990		1,002			12
11	2061	601000	18100	3325	Medicare - Non-Instructional : Continuing Edu	700		681			19
11	2061	601000	18100	3415	H & W - Non-Instructional : Continuing Educat	8,708		8,448			260
11	2061	601000	18100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	485		470			15
11	2061	601000	18100	3515	SUI - Non-Instructional : Continuing Educatio	145		338			193
11	2061	601000	18100	3615	WCI - Non-Instructional : Continuing Educatio	1,062		1,128			66
11	2061	601000	18100	3915	Other Benefits - Non-Instruct : Continuing Ed	326		871			545
11	2061	649000	19100	1210	Academic Management : Student Services Kamimura, Aurora @ 15%; Lundquist, Sara @ 5%	47,134		23,172			23,962
11	2061	649000	19100	3115	STRS - Non-Instructional : Student Services O	1,912		1,912			0
11	2061	649000	19100	3325	Medicare - Non-Instructional : Student Servic	340		344			4
11	2061	649000	19100	3415	H & W - Non-Instructional : Student Services	2,766		2,687			79
11	2061	649000	19100	3435	H & W - Retiree Fund Non-Inst : Student Servi	235		237			2
11	2061	649000	19100	3515	SUI - Non-Instructional : Student Services Of	70		171			101
11	2061	649000	19100	3615	WCI - Non-Instructional : Student Services Of	516		569			53
11	2061	649000	19100	3915	Other Benefits - Non-Instruct : Student Servi	399		536			137
11	2061	649000	19505	2130	Classified Employees : Special Services Ruiz, Lupe @ 17%	17,170		10,354			6,816
11	2061	649000	19505	3215	PERS - Non-Instructional : Special Services O	1,667		1,109			558
11	2061	649000	19505	3315	OASDHI - Non-Instructional : Special Services	1,088		656			432
11	2061	649000	19505	3325	Medicare - Non-Instructional : Special Servic	254		153			101
11	2061	649000	19505	3415	H & W - Non-Instructional : Special Services	3,685		2,798			887
11	2061	649000	19505	3435	H & W - Retiree Fund Non-Inst : Special Servi	176		106			70
11	2061	649000	19505	3515	SUI - Non-Instructional : Special Services Of	53		76			23
11	2061	649000	19505	3615	WCI - Non-Instructional : Special Services Of	373		254			119
11	2061	649000	19505	3915	Other Benefits - Non-Instruct : Special Servi	375		230			145
					<b>#2061 Total - SAC CalWORKS (Match)</b>	<b>141,242</b>	<b>141,242</b>	<b>108,605</b>	<b>108,605</b>	<b>33,917</b>	<b>33,917</b>

6.1 (13)

**SPECIAL PROJECT DETAILED BUDGET #2061**

**NAME: CalWORKS - SANTA ANA COLLEGE**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/01/10 - 6/30/11

CONTRACT INCOME: \$97,611

PROJ. ADM. Sara Lundquist

PROJ. DIR. Aurora Kamimura

CFDA #: N/A

DATE: 02/11/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2061	000000	10000	8625	CalWORKs : Santa Ana College		90,324		97,611		7,287
12	2061	631000	18100	1430	Part-Time Counselors : Continuing Education D	30,018		32,579		2,561	
12	2061	631000	18100	1435	Int/Sum - Counselors,Part-Time : Continuing E	15,009		6,399			8,610
12	2061	631000	18100	3115	STRS - Non-Instructional : Continuing Educati	3,714		3,216			498
12	2061	631000	18100	3325	Medicare - Non-Instructional : Continuing Edu	653		565			88
12	2061	631000	18100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	450		390			60
12	2061	631000	18100	3515	SUI - Non-Instructional : Continuing Educatio	135		281		146	
12	2061	631000	18100	3615	WCI - Non-Instructional : Continuing Educatio	1,910		935			975
12	2061	647000	18100	2310	Classified Employees - Ongoing : Continuing E	5,594		0			5,594
12	2061	647000	18100	3215	PERS - Non-Instructional : Continuing Educati	544		0			544
12	2061	647000	18100	3315	OASDHI - Non-Instructional : Continuing Educa	347		0			347
12	2061	647000	18100	3325	Medicare - Non-Instructional : Continuing Edu	82		0			82
12	2061	647000	18100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	56		0			56
12	2061	647000	18100	3515	SUI - Non-Instructional : Continuing Educatio	17		0			17
12	2061	647000	18100	3615	WCI - Non-Instructional : Continuing Educatio	124		0			124
12	2061	647000	19540	2130	Classified Employees : Job/Career Placement Tran, Ann-Phuong @ 60%	23,034		25,032		1,998	
12	2061	647000	19540	2340	Student Assistants - Hourly : Job/Career Placement Center	0		12,000		12,000	
12	2061	647000	19540	3215	PERS - Non-Instructional : Job/Career Placeme	2,237		2,680		443	
12	2061	647000	19540	3315	OASDHI - Non-Instructional : Job/Career Place	1,464		1,602		138	
12	2061	647000	19540	3325	Medicare - Non-Instructional : Job/Career Pla	342		375		33	
12	2061	647000	19540	3415	H & W - Non-Instructional : Job/Career Placem	3,135		5,775		2,640	
12	2061	647000	19540	3435	H & W - Retiree Fund Non-Inst : Job/Career PI	237		378		141	
12	2061	647000	19540	3515	SUI - Non-Instructional : Job/Career Placemen	71		186		115	
12	2061	647000	19540	3615	WCI - Non-Instructional : Job/Career Placemen	521		908		387	
12	2061	647000	19540	3915	Other Benefits - Non-Instruct : Job/Career PI	630		810		180	
12	2061	647000	19540	4610	Non-Instructional Supplies : Job/Career Placement Center	0		3,500		3,500	
					<b>#2061 Total - SAC CalWORKS</b>	<b>90,324</b>	<b>90,324</b>	<b>97,611</b>	<b>97,611</b>	<b>24,282</b>	<b>24,282</b>



**SPECIAL PROJECT DETAILED BUDGET #1680**  
**NAME: TANF - WELFARE TO WORK - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/10 - 6/30/11  
 CONTRACT INCOME: \$103,860  
 CFDA #: 93.558

PROJ. ADM. Sara Lundquist  
 PROJ. DIR. Aurora Kamimura

DATE: 02/11/2011

Datatel Account String					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	1680	000000	10000	8140	TANF : Santa Ana College		101,578		103,860		2,282
12	1680	631000	19505	1430	<b>Part-Time Counselors : Special Services Office</b>	55,849		73,787		17,938	
12	1680	631000	19505	1435	<b>Int/Sum - Counselors,Part-Time : Special Serv</b>	26,373		16,968			9,405
12	1680	631000	19505	3115	STRS - Non-Instructional : Special Services O	6,784		7,487		703	
12	1680	631000	19505	3325	Medicare - Non-Instructional : Special Servic	1,192		1,316		124	
12	1680	631000	19505	3435	H & W - Retiree Fund Non-Inst : Special Servi	822		908		86	
12	1680	631000	19505	3515	SUI - Non-Instructional : Special Services Of	247		1,216		969	
12	1680	631000	19505	3615	WCI - Non-Instructional : Special Services Of	1,809		2,178		369	
12	1680	649000	19505	2130	<b>Classified Employees : Special Services Office</b>	5,806		0			5,806
12	1680	649000	19505	3215	PERS - Non-Instructional : Special Services O	564		0			564
12	1680	649000	19505	3315	OASDHI - Non-Instructional : Special Services	368		0			368
12	1680	649000	19505	3325	Medicare - Non-Instructional : Special Servic	86		0			86
12	1680	649000	19505	3415	H & W - Non-Instructional : Special Services	1,347		0			1,347
12	1680	649000	19505	3435	H & W - Retiree Fund Non-Inst : Special Servi	59		0			59
12	1680	649000	19505	3515	SUI - Non-Instructional : Special Services Of	18		0			18
12	1680	649000	19505	3615	WCI - Non-Instructional : Special Services Of	130		0			130
12	1680	649000	19505	3915	Other Benefits - Non-Instruct : Special Servi	124		0			124
					<b>#1680 Total - SAC</b>	<b>101,578</b>	<b>101,578</b>	<b>103,860</b>	<b>103,860</b>	<b>20,189</b>	<b>20,189</b>



**SPECIAL PROJECT DETAILED BUDGET #2090**

**NAME: CARE Program - SAC**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/10 to 06/30/11

CONTRACT INCOME: \$60,043

PROJ. ADM. S. Lundquist

PROJ. DIR. A. Kamimura

Date: 2/10/11

GL Account	Description	Debit	Credit
<b>12-2090-00000-10000-8629</b>	<b>Other Gen Categorical Appor</b>		<b>60,043</b>
12-2090-643000-19300-1230	Contract Counselors : EOPS - Catherine - @ 27.21% - Fall 10 & 0% - spring	13,116	
12-2090-643000-19300-1250	Contract Coordinator : EOP - Catherine - @ 10.24% - Fall 10; 16.1% - Spring	12,694	
12-2090-643000-19300-1430	Part-time Counselor : EOPS - Sylvia Sanchez (50% - Spring)	8,726	
12-2090-643000-19300-3115	STRS - Non-Instructional :	2,876	
12-2090-643000-19300-3325	Medicare - Non-Instructiona	458	
12-2090-643000-19300-3415	H & W - Non-Instructional :	5,362	
12-2090-643000-19300-3435	H & W - Retiree Fund Non-In	348	
12-2090-643000-19300-3515	SUI - Non-Instructional : E	251	
12-2090-643000-19300-3615	WCI - Non-Instructional : E	837	
12-2090-643000-19300-3915	Other Benefits - Non-Instru	334	
12-2090-643000-19300-4610	Non-Instructional Supplies	1,502	
12-2090-643000-19300-4710	Food and Food Service Suppl	800	
12-2090-675000-19300-5210	Conference Expenses : EOPS	1,100	
12-2090-732000-19300-7670	Other Exp Paid for Students	11,639	
<b>Totals for PROJECT: 2090</b>	<b>CARE Program</b>	<b>60,043</b>	<b>60,043</b>

**SPECIAL PROJECT DETAILED BUDGET #2230**

**NAME: DSPS - SCC**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/10 to 06/30/11

CONTRACT INCOME: \$334,425

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

DATE: 2/11/11

GL Account	Description	Debit	Credit
11-0000-000004-20000-1110	Contract Instructors : SCC Match		218,338
11-0000-000004-20000-3411	H&W - Instructionals : SCC match		83,649
11-0000-000004-20000-2130	Classified Emp : SCC Match		57,680
11-0000-000004-20000-3415	H&W - Non-Instructionals : SCC match		24,114
11-2230-493031-29400-1110	Contract Instructors : DSP - Lucy Carr-Rollitt (75%) - Mary Mettler (100%) - Laura Wirtz (75%)	218,338	
11-2230-493031-29400-3111	STRS - Instructional : DSPS	18,271	
11-2230-493031-29400-3321	Medicare - Instructional :	3,114	
11-2230-493031-29400-3411	H & W - Instructional : DSP	50,014	
11-2230-493031-29400-3431	H & W - Retiree Fund Inst :	2,215	
11-2230-493031-29400-3511	SUI - Instructional : DSPS	1,595	
11-2230-493031-29400-3611	WCI - Instructional : DSPS	5,315	
11-2230-493031-29400-3911	Other Benefits - Instructio	3,125	
11-2230-642000-29400-2130	Classified Employees : DSPS - Michael Rinaldi (100%)	57,680	
11-2230-642000-29400-3215	PERS - Non-Instructional :	6,176	
11-2230-642000-29400-3315	OASDHI - Non-Instructional	3,657	
11-2230-642000-29400-3325	Medicare - Non-Instructiona	855	
11-2230-642000-29400-3415	H & W - Non-Instructional :	9,644	
11-2230-642000-29400-3435	H & W - Retiree Fund Non-In	590	
11-2230-642000-29400-3515	SUI - Non-Instructional : D	425	
11-2230-642000-29400-3615	WCI - Non-Instructional : D	1,417	
11-2230-642000-29400-3915	Other Benefits - Non-Instru	1,350	
<b>Totals for PROJECT: 2230</b>	<b>DSPS - SCC (Match Fund 11)</b>	<b>383,781</b>	<b>383,781</b>

**SPECIAL PROJECT DETAILED BUDGET #2230**

**NAME: DSPS - SCC**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/10 to 06/30/11  
 CONTRACT INCOME: \$334,425

PROJ. ADM. J. Hernandez  
 PROJ. DIR. L. Carr-Rollitt

DATE: 2/11/11

GL Account	Description	Debit	Credit
12-2230-000000-20000-8623	DSPS : Santiago Canyon Coll		334,425
12-2230-493031-29400-1110	Contract Instructors : DSP - Carr-Rollitt, Lucy (25%) - Wirtz, Laura (25%)	38,575	
12-2230-493031-29400-1310	Part-Time Instructors : DSP	-	
12-2230-493031-29400-1313	Beyond Contract-Instructors	-	
12-2230-493031-29400-1314	Int/Sum-Beyond Contract : D	20,647	
12-2230-493031-29400-1483	Beyond Contr - Reassigned T	12,321	
12-2230-493031-29400-1484	Int/Sum Beynd Contr-Reassign	4,521	
12-2230-493031-29400-2320	Classified Employees - Hour		
12-2230-493031-29400-2410	Inst Assistant - Ongoing : - Trudy Long	10,005	
12-2230-493031-29400-3111	STRS - Instructional : DSPS	4,932	
12-2230-493031-29400-3115	STRS - Non-Instructional :	1,389	
12-2230-493031-29400-3211	PERS - Instructional : DSPS	1,071	
12-2230-493031-29400-3311	OASDHI - Instructional : DS	620	
12-2230-493031-29400-3321	Medicare - Instructional :	979	
12-2230-493031-29400-3325	Medicare - Non-Instructiona	244	
12-2230-493031-29400-3411	H & W - Instructional : DSP	9,001	
12-2230-493031-29400-3431	H & W - Retiree Fund Inst :	698	
12-2230-493031-29400-3435	H & W - Retiree Fund Non-In	168	
12-2230-493031-29400-3511	SUI - Instructional : DSPS	503	
12-2230-493031-29400-3515	SUI - Non-Instructional : D	139	
12-2230-493031-29400-3611	WCI - Instructional : DSPS	1,679	
12-2230-493031-29400-3615	WCI - Non-Instructional : D	404	
12-2230-493031-29400-3911	Other Benefits - Instructio	563	
12-2230-493031-29400-4210	Books, Mags & Ref Mat, Non-	387	
12-2230-493031-29400-4310	Instructional Supplies : DS	-	
12-2230-493031-29400-5100	Contracted Services : DSPS	15,000	
12-2230-493031-29400-5300	Inst Dues & Memberships : D	350	
12-2230-493031-29400-5940	Reproduction/Printing Expen	250	
12-2230-493031-29400-5950	Software License & Fees : DSPS	1,300	
12-2230-493031-29400-6410	Equipment - All Other > \$1,	-	
12-2230-493031-29400-6414	Equipment - Software > \$1,000 : DSPS	1,125	
12-2230-493031-29400-6419	Equip/Software - >\$200 <\$1,	-	
12-2230-642000-29400-1250	Contract Coordinator : DSPS - Collins, Monica (5%)	4,355	
12-2230-642000-29400-2130	Classified Employees : DSPS - James, Scott (100%) - Vu, Vivien (100%) - Rodriguez, Ruth (20%)	121,322	
12-2230-642000-29400-2320	Classified Employees - hourly - sign language interpreters	21,368	

**SPECIAL PROJECT DETAILED BUDGET #2230**

**NAME: DSPS - SCC**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/10 to 06/30/11

CONTRACT INCOME: \$334,425

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

DATE: 2/11/11

<b>GL Account</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
12-2230-642000-29400-2340	Student Assistants - Hourly	-	
12-2230-642000-29400-3215	PERS - Non-Instructional :	13,464	
12-2230-642000-29400-3315	OASDHI - Non-Instructional	7,905	
12-2230-642000-29400-3325	Medicare - Non-Instructiona	2,130	
12-2230-642000-29400-3415	H & W - Non-Instructional :	22,759	
12-2230-642000-29400-3435	H & W - Retiree Fund Non-In	1,563	
12-2230-642000-29400-3515	SUI - Non-Instructional : D	1,203	
12-2230-642000-29400-3615	WCI - Non-Instructional : D	3,362	
12-2230-642000-29400-3915	Other Benefits - Non-Instru	2,742	
12-2230-642000-29400-4610	Non-Instructional Supplies	791	
12-2230-642000-29400-5100	Contracted Services : DSPS	3,909	
12-2230-642000-29400-5220	Mileage/Parking Expenses :	144	
12-2230-642000-29400-5630	Maint Contract - Office Equ	537	
12-2230-675000-29400-5210	Conference Expenses : DSPS	-	
<b>Totals for PROJECT: 2230</b>	<b>DSPS - SCC (Fund 12)</b>	<b>334,425</b>	<b>334,425</b>

**SPECIAL PROJECT DETAILED BUDGET #2286**  
**NAME: YOUTH ENTREPRENEURSHIP PROGRAM - BEC (DISTRICT)**  
**FISCAL YEAR: 2010/11**

CONTRACT PERIOD: 12/01/10 - 06/30/11  
 CONTRACT INCOME: \$ 90,000  
 CONTRACT NO.: 10-172-051

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Leila Mozaffari

Date: 01/26/2011

GL ACCOUNT					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2286	000000	50000	8659	Other Reimb Categorical Allow : District		90,000
12	2286	672000	50000	5865	Indirect Costs : District Operations	3,462	
12	2286	675000	53410	5210	Conference Expenses : Small Business Dev Ctr	1,050	
<b>12</b>	<b>2286</b>	<b>684000</b>	<b>53410</b>	<b>2130</b>	<b>Classified Employees : SBDC</b> <b>Sandoval, Maricela (50%)</b>	<b>29,466</b>	
12	2286	684000	53410	3215	PERS - Non-Instructional : Small Business De	3,155	
12	2286	684000	53410	3315	OASDHI - Non-Instructional : Small Business	1,869	
12	2286	684000	53410	3325	Medicare - Non-Instructional : Small Business	437	
12	2286	684000	53410	3335	PARS - Non-Instructional : Small Business De	0	
12	2286	684000	53410	3415	H & W - Non-Instructional : Small Business De	2,798	
12	2286	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Busine	302	
12	2286	684000	53410	3515	SUI - Non-Instructional : Small Business Dev	217	
12	2286	684000	53410	3615	WCI - Non-Instructional : Small Business Dev	723	
12	2286	684000	53410	3915	Other Benefits - Non-Instruct : Small Business	675	
12	2286	684000	53410	4210	Books, Mags & Ref Mat, Non-Lib : Small Busine	100	
12	2286	684000	53410	4610	Non-Instructional Supplies : Small Business De	3,420	
12	2286	684000	53410	4710	Food and Food Service Supplies : Small Busine	1,100	
12	2286	684000	53410	5100	Contracted Services : Small Business Dev Ctr C	34,401	
12	2286	684000	53410	5220	Mileage/Parking Expenses : Small Business De	1,250	
12	2286	684000	53410	5300	Inst Dues & Memberships : Small Business Dev	150	
12	2286	684000	53410	5800	Advertising : Small Business Dev Ctr Office	2,000	
12	2286	684000	53410	5904	Other Participant Prog Svc/Exp : Small Busines	775	
12	2286	684000	53410	5940	Reproduction/Printing Expenses : Small Busine	1,100	
12	2286	684000	53410	6410	Equipment - All Other > \$1,000 : Small Busines	1,300	
12	2286	684000	53410	6419	Equip/Software - >\$200 <\$1,000 : Small Busine	250	
<b>#2286 YEP - BEC Total</b>						<b>90,000</b>	<b>90,000</b>

**SPECIAL PROJECT DETAILED BUDGET #2285**  
**NAME: YOUTH ENTREPRENEURSHIP PROGRAM - CITD (DISTRICT)**  
**FISCAL YEAR: 2010/11**

CONTRACT PERIOD: 12/01/10 - 06/30/11  
 CONTRACT INCOME: \$ 90,000  
 CONTRACT NO.: 10-172-045

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Wendy Bruget

Date: 01/26/2011

GL ACCOUNT					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2285	000000	50000	8659	Other Reimb Categorical Allow : District		90,000
12	2285	672000	50000	5865	Indirect Costs : District Operations	3,462	
12	2285	675000	53210	5210	Conference Expenses : Ctr for Intl Trade Dev Office	1,050	
<b>12</b>	<b>2285</b>	<b>684000</b>	<b>53210</b>	<b>2130</b>	<b>Classified Employees : CITD</b> <b>Sandoval Maricela (50%)</b>	<b>29,466</b>	
12	2285	684000	53210	3215	PERS - Non-Instructional : Ctr for Intl Trade Dev O	3,155	
12	2285	684000	53210	3315	OASDHI - Non-Instructional : Ctr for Intl Trade Dev	1,869	
12	2285	684000	53210	3325	Medicare - Non-Instructional : Ctr for Intl Trade D	437	
12	2285	684000	53210	3335	PARS - Non-Instructional : Ctr for Intl Trade Dev O	0	
12	2285	684000	53210	3415	H & W - Non-Instructional : Ctr for Intl Trade Dev	2,798	
12	2285	684000	53210	3435	H & W - Retiree Fund Non-Inst : Ctr for Intl Trade	302	
12	2285	684000	53210	3515	SUI - Non-Instructional : Ctr for Intl Trade Dev Of	217	
12	2285	684000	53210	3615	WCI - Non-Instructional : Ctr for Intl Trade Dev Of	723	
12	2285	684000	53210	3915	Other Benefits - Non-Instruct : Ctr for Intl Trade	675	
12	2285	684000	53210	4210	Books, Mags & Ref Mat, Non-Lib : Ctr for Intl Trade	100	
12	2285	684000	53210	4610	Non-Instructional Supplies : Ctr for Intl Trade Dev	3,345	
12	2285	684000	53210	4710	Food and Food Service Supplies : Ctr for Intl Trade	1,150	
12	2285	684000	53210	5100	Contracted Services : Ctr for Intl Trade Dev Office	33,751	
12	2285	684000	53210	5220	Mileage/Parking Expenses : Ctr for Intl Trade Dev O	1,350	
12	2285	684000	53210	5300	Inst Dues & Memberships : Ctr for Intl Trade Dev Of	400	
12	2285	684000	53210	5800	Advertising : Ctr for Intl Trade Dev Office	1,000	
12	2285	684000	53210	5904	Other Participant Prog Svc/Exp : Ctr for Intl Trade	1,000	
12	2285	684000	53210	5940	Reproduction/Printing Expenses : Ctr for Intl Trade	1,250	
12	2285	684000	53210	6410	Equipment - All Other > \$1,000 : Ctr for Intl Trade	2,000	
12	2285	684000	53210	6419	Equip/Software - >\$200 <\$1,000 : Ctr for Intl Trade	500	
<b>#2285 YEP - CITD Total</b>						<b>90,000</b>	<b>90,000</b>

**SPECIAL PROJECT DETAILED BUDGET # 2250**

**NAME: EOPS - SAC**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/1/10 - 6/30/11

PROJ. ADM. Sara Lundquist

CONTRACT INCOME: \$992,848

PROJ. DIR. A. Kamimura

DATE: 2/10/11

GL Account	Description	Debit	Credit
11-0000-000004-10000-1110	Contract Instructors : SAC Match		102,572
11-0000-000004-10000-3411	H&W - Instructionals : SAC match		33,785
11-0000-000004-10000-2130	Classified Emp : SAC Match		60,461
11-0000-000004-10000-3415	H&W - Non-Instructionals : SAC match		31,079
11-0000-679000-10000-5999	Special Holding Acct - SAC match		25,468
11-2250-643000-19300-1210	Academic Management : EOPS - Aurora (67%)	67,825	
11-2250-643000-19300-1230	Contract Counselors : EOPS	-	
	Contract Coordinator : EOP		
	- Catherine @ 13.21% - Fall; 0% - Spring		
11-2250-643000-19300-1250	- Gabriela @ 40%	34,747	
11-2250-643000-19300-1252	Contract Extension-Coordina	2,798	
	Part-Time Counselors : EOPS		
	- Connie Jackson (3A)		
11-2250-643000-19300-1430	- Joanna Campos (Spring)	9,576	
11-2250-643000-19300-1433	Beyond Contract - Counselor - M. Nguyen	620	
	Int/Sum Beyond Contr-Counseling		
11-2250-643000-19300-1434	- M. Nguyen; J. Norwood, C. Shaffer	9,382	
	Classified Employees : EOPS		
11-2250-643000-19300-2130	- Irma (29%) & Lupe (83%)	60,461	
11-2250-643000-19300-3115	STRS - Non-Instructional :	10,493	
11-2250-643000-19300-3215	PERS - Non-Instructional :	6,474	
11-2250-643000-19300-3315	OASDHI - Non-Instructional	2,864	
11-2250-643000-19300-3325	Medicare - Non-Instructiona	2,441	
11-2250-643000-19300-3415	H & W - Non-Instructional :	34,137	
11-2250-643000-19300-3435	H & W - Retiree Fund Non-In	1,892	
11-2250-643000-19300-3515	SUI - Non-Instructional : E	1,362	
11-2250-643000-19300-3615	WCI - Non-Instructional : E	4,540	
11-2250-643000-19300-3915	Other Benefits - Non-Instru	3,753	
<b>Totals for PROJECT: 2250</b>	<b>EOPS - SAC match</b>	<b>253,365</b>	<b>253,365</b>

**SPECIAL PROJECT DETAILED BUDGET # 2250**

**NAME: EOPS - SAC**

**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 7/1/10 - 6/30/11

PROJ. ADM. Sara Lundquist

CONTRACT INCOME: \$992,848

PROJ. DIR. A. Kamimura

DATE: 2/10/11

GL Account	Description	Debit	Credit
<b>12-2250-000000-10000-8622</b>	<b>EOPS : Santa Ana College</b>		<b>992,848</b>
12-2250-499900-19300-2420	Inst Assistant - Hourly : E	36,279	
12-2250-499900-19300-3211	PERS - Instructional : EOPS	698	
12-2250-499900-19300-3311	OASDHI - Instructional : EO	404	
12-2250-499900-19300-3321	Medicare - Instructional :	526	
12-2250-499900-19300-3331	PARS - Instructional : EOPS	472	
12-2250-499900-19300-3431	H & W - Retiree Fund Inst :	363	
12-2250-499900-19300-3511	SUI - Instructional : EOPS	261	
12-2250-499900-19300-3611	WCI - Instructional : EOPS	871	
	Contract Counselors : EOPS		
	- Florinda Aron		
	- Madeleine Nguyen		
12-2250-643000-19300-1230	- Catherine Shaffer (Fall)	210,040	
	Contract Coordinator : EOP		
12-2250-643000-19300-1250	- Catherine Shaffer - F 10.24%; Sp 16.6%	12,935	
	Part-Time Counselors : EOPS		
12-2250-643000-19300-1430	- Sylvia Sanchez	8,726	
12-2250-643000-19300-1433	Beyond Contract - Counselor	-	
12-2250-643000-19300-1434	Int/Sum Beyond Contr-Course	-	
12-2250-643000-19300-2130	Classified Employees : EOPS	244,120	
12-2250-643000-19300-2340	Student Assistants - Hourly	5,160	
12-2250-643000-19300-3115	STRS - Non-Instructional :	19,348	
12-2250-643000-19300-3215	PERS - Non-Instructional :	26,138	
12-2250-643000-19300-3315	OASDHI - Non-Instructional	15,480	
12-2250-643000-19300-3325	Medicare - Non-Instructiona	6,946	
12-2250-643000-19300-3415	H & W - Non-Instructional :	101,242	
12-2250-643000-19300-3435	H & W - Retiree Fund Non-In	4,907	
12-2250-643000-19300-3515	SUI - Non-Instructional : E	3,496	
12-2250-643000-19300-3615	WCI - Non-Instructional : E	11,777	
12-2250-643000-19300-3915	Other Benefits - Non-Instru	9,720	
12-2250-643000-19300-4610	Non-Instructional Supplies	9,549	
12-2250-643000-19300-4710	Food and Food Service Suppl	600	
12-2250-643000-19300-5220	Mileage/Parking Expenses :	150	
12-2250-643000-19300-5630	Maint Contract - Office Equ	900	
12-2250-643000-19300-5845	Excess/Copies Usage : EOPS	794	
12-2250-643000-19300-5966	Transportation - Student :	50	
12-2250-675000-19300-5210	Conference Expenses : EOPS	250	
12-2250-732000-19300-7610	Books Paid for Students : E	203,973	
12-2250-732000-19300-7620	Fees Paid for Students : EO	2,775	
12-2250-732000-19300-7670	Other Exp Paid for Students	53,898	
<b>Totals for PROJECT: 2250</b>	<b>EOPS - SAC funded</b>	<b>992,848</b>	<b>992,848</b>



**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2411	000000	20000	8629	Other Gen Categorical Appor		8,486		11,012		2,526
12	2411	620000	29100	2340	Student Assistants - Hourly	4,000		4,000		0	
12	2411	620000	29100	2320	Classified Employees - Hourly :	0		0		0	
12	2411	620000	29100	3325	Medicare - Non-Instructiona	58		58		0	
12	2411	620000	29100	3335	PARS - Non-Instructional :	52		52		0	
12	2411	620000	29100	3435	H & W - Retiree Fund Non-In	40		40		0	
12	2411	620000	29100	3515	SUI - Non-Instructional : A	12		29		17	
12	2411	620000	29100	3615	WCI - Non-Instructional : A	88		96		8	
12	2411	620000	29700	2340	Student Assistants - Hourly	2,000		2,000		0	
12	2411	620000	29700	3325	Medicare - Non-Instructiona	0		29		29	
12	2411	620000	29700	3335	PARS - Non-Instructional :	0		26		26	
12	2411	620000	29700	3435	H & W - Retiree Fund Non-In	0		20		20	
12	2411	620000	29700	3515	SUI - Non-Instructional : A	0		14		14	
12	2411	620000	29700	3615	WCI - Non-Instructional : A	0		48		48	
12	2411	620000	29700	4610	Non-Instructional Supplies	636		1,500		864	
12	2411	620000	29700	4710	Food and Food Service Suppl	1,000		2,000		1,000	
12	2411	620000	29700	5966	Transportation - Student :	0		500		500	
12	2411	620000	29700	5220	Mileage/Parking Expenses :	600		600		0	
					<b>#2411 Total Matric - Admission</b>	<b>8,486</b>	<b>8,486</b>	<b>11,012</b>	<b>11,012</b>	<b>2,526</b>	<b>2,526</b>

6.1 (24)

**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2412	000000	20000	8629	Other Gen Categorical Appor		165,724		165,367	357	
12	2412	631000	29305	4210	Books, Mags & Ref Mat, Non-	75		75		0	
12	2412	631000	29325	1430	Part-Time Counselors : Coun	38,780		44,000		5,220	
12	2412	631000	29325	1433	Beyond Contract - Counselor	3,357		17,000		13,643	
12	2412	631000	29325	1434	Int/Sum Beyond Contr-Course	29,434		15,112			14,322
12	2412	631000	29325	1435	Int/Sum - Counselors,Part-T	13,299		22,550		9,251	
12	2412	631000	29325	2130	Classified Employees : Diaz, Cecilia (71%)	41,739		24,359			17,380
12	2412	631000	29325	3115	STRS - Non-Instructional :	7,002		8,140		1,138	
12	2412	631000	29325	3215	PERS - Non-Instructional :	4,052		2,608			1,444
12	2412	631000	29325	3315	OASDHI - Non-Instructional	2,609		1,570			1,039
12	2412	631000	29325	3325	Medicare - Non-Instructiona	1,858		1,798			60
12	2412	631000	29325	3335	PARS - Non-Instructional :	0		0		0	
12	2412	631000	29325	3415	H & W - Non-Instructional :	10,223		3,959			6,264
12	2412	631000	29325	3435	H & W - Retiree Fund Non-In	1,281		1,240			41
12	2412	631000	29325	3515	SUI - Non-Instructional : C	384		892		508	
12	2412	631000	29325	3615	WCI - Non-Instructional : C	2,819		2,975		156	
12	2412	631000	29325	3915	Other Benefits - Non-Instru	1,521		958			563
12	2412	631000	29325	4610	Non-Instructional Supplies	3,364		14,307		10,943	
12	2412	631000	29325	4710	Food and Food Service Suppl	1,000		1,000		0	
12	2412	631000	29325	5880	Internet Services : Counsel	1,264		1,161			103
12	2412	631000	29325	5940	Reproduction/Printing Expen	1,663		1,663		0	
					<b>#2412 Total Matric - Advisement/Counseling</b>	<b>165,724</b>	<b>165,724</b>	<b>165,367</b>	<b>165,367</b>	<b>41,216</b>	<b>41,216</b>

6.1 (25)

**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2413	000000	20000	8629	Other Gen Categorical Appor		20,415		34,916		14,501
<b>12</b>	<b>2413</b>	<b>649000</b>	<b>29700</b>	<b>2130</b>	<b>Classified Employees : Cervantes, Eduardo</b> <b>(26% from 1B - 6B; 71% from 7B - 12B)</b>	11,046		23,543		12,497	
12	2413	649000	29700	3215	PERS - Non-Instructional :	1,073		2,521		1,448	
12	2413	649000	29700	3315	OASDHI - Non-Instructional	701		1,500		799	
12	2413	649000	29700	3325	Medicare - Non-Instructiona	164		351		187	
12	2413	649000	29700	3415	H & W - Non-Instructional :	1,245		2,705		1,460	
12	2413	649000	29700	3435	H & W - Retiree Fund Non-In	114		242		128	
12	2413	649000	29700	3515	SUI - Non-Instructional : O	34		174		140	
12	2413	649000	29700	3615	WCI - Non-Instructional : O	250		2,975		2,725	
12	2413	649000	29700	3915	Other Benefits - Non-Instru	338		655		317	
12	2413	649000	29700	4610	Non-Instructional Supplies	25		250		225	
<b>12</b>	<b>2413</b>	<b>679000</b>	<b>27105</b>	<b>2130</b>	<b>Classified Employees : Admi</b>	3,690		0			3,690
12	2413	679000	27105	3215	PERS - Non-Instructional :	358		0			358
12	2413	679000	27105	3315	OASDHI - Non-Instructional	231		0			231
12	2413	679000	27105	3325	Medicare - Non-Instructiona	54		0			54
12	2413	679000	27105	3415	H & W - Non-Instructional :	879		0			879
12	2413	679000	27105	3435	H & W - Retiree Fund Non-In	38		0			38
12	2413	679000	27105	3515	SUI - Non-Instructional : A	11		0			11
12	2413	679000	27105	3615	WCI - Non-Instructional : A	83		0			83
12	2413	679000	27105	3915	Other Benefits - Non-Instru	81		0			81
					<b>#2413 Total Matric - Coordination/Training</b>	<b>20,415</b>	<b>20,415</b>	<b>34,916</b>	<b>34,916</b>	<b>19,926</b>	<b>19,926</b>

**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2415	000000	20000	8629	Other Gen Categorical Appor		12,470		8,600	3,870	
12	2415	649000	29700	4610	Non-Instructional Supplies	600		600		0	
12	2415	649000	29700	5940	Reproduction/Printing Expen	5,870		2,000			3,870
12	2415	732000	29700	7630	Supplies Paid for Students	6,000		6,000		0	
<b>#2415 Total Matric - Orientation</b>						<b>12,470</b>	<b>12,470</b>	<b>8,600</b>	<b>8,600</b>	<b>3,870</b>	<b>3,870</b>

6.1 (27)

**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2416	000000	20000	8629	Other Gen Categorical Appor		77,636		73,103	4,533	
12	2416	632000	29325	4610	Non-Instructional Supplies	520		481			39
12	2416	632000	29325	5630	Maint Contract - Office Equ	829		753			76
12	2416	632000	29325	5950	Software License and Fees :	2,506		2,436			70
<b>12</b>	<b>2416</b>	<b>632000</b>	<b>29350</b>	<b>2130</b>	<b>Classified Employees : Flores, Theresa (100%)</b>	<b>51,153</b>		<b>50,904</b>			<b>249</b>
12	2416	632000	29350	3215	PERS - Non-Instructional :	4,959		5,450		491	
12	2416	632000	29350	3315	OASDHI - Non-Instructional	3,234		3,240		6	
12	2416	632000	29350	3325	Medicare - Non-Instructiona	756		758		2	
12	2416	632000	29350	3415	H & W - Non-Instructional :	10,481		5,578			4,903
12	2416	632000	29350	3435	H & W - Retiree Fund Non-In	525		523			2
12	2416	632000	29350	3515	SUI - Non-Instructional : T	157		376		219	
12	2416	632000	29350	3615	WCI - Non-Instructional : T	1,155		1,254		99	
12	2416	632000	29350	3915	Other Benefits - Non-Instru	1,361		1,350			11
					<b>#2416 Total Matric - Skills Assessment</b>	<b>77,636</b>	<b>77,636</b>	<b>73,103</b>	<b>73,103</b>	<b>5,350</b>	<b>5,350</b>

**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2417	000000	20000	8629	Other Gen Categorical Appor		94,860		93,150	1,710	
12	2417	631000	29320	5950	Software License and Fees :	5,480		5,400			80
<b>12</b>	<b>2417</b>	<b>631000</b>	<b>29325</b>	<b>2310</b>	<b>Classified Employees - Ongo</b>	3,505		0			3,505
12	2417	631000	29325	3215	PERS - Non-Instructional :	255		0			255
12	2417	631000	29325	3315	OASDHI - Non-Instructional	217		0			217
12	2417	631000	29325	3325	Medicare - Non-Instructiona	51		0			51
12	2417	631000	29325	3435	H & W - Retiree Fund Non-In	35		0			35
12	2417	631000	29325	3515	SUI - Non-Instructional : C	8		0			8
12	2417	631000	29325	3615	WCI - Non-Instructional : C	77		0			77
<b>12</b>	<b>2417</b>	<b>633000</b>	<b>29355</b>	<b>2130</b>	<b>Classified Employees : Graham, Song N (63%)</b>	50,822		41,623			9,199
<b>12</b>	<b>2417</b>	<b>633000</b>	<b>29355</b>	<b>2320</b>	<b>Classified Employees - Hourly :</b>	0		12,030		12,030	
12	2417	633000	29355	3215	PERS - Non-Instructional :	4,934		3,169			1,765
12	2417	633000	29355	3315	OASDHI - Non-Instructional	3,222		1,887			1,335
12	2417	633000	29355	3325	Medicare - Non-Instructiona	754		616			138
12	2417	633000	29355	3335	PARS - Non-Instructional :	0		156		156	
12	2417	633000	29355	3415	H & W - Non-Instructional :	12,973		11,978			995
12	2417	633000	29355	3435	H & W - Retiree Fund Non-In	530		425			105
12	2417	633000	29355	3515	SUI - Non-Instructional : T	159		306		147	
12	2417	633000	29355	3615	WCI - Non-Instructional : T	1,167		1,019			148
12	2417	633000	29355	3915	Other Benefits - Non-Instru	1,300		851			449
12	2417	649000	29305	4610	Non-Instructional Supplies	1,681		4,500		2,819	
12	2417	649000	29305	4710	Food and Food Service Suppl	2,000		3,500		1,500	
12	2417	649000	29305	5100	Contracted Services : Couns	500		500			0
12	2417	649000	29305	5220	Mileage/Parking Expenses :	1,000		1,000			0
12	2417	649000	29305	5966	Transportation - Student :	300		300			0
12	2417	675000	29305	5210	Conference Expenses : Couns	3,890		3,890			0
					<b>#2417 Total Matric - Stud Follow-up</b>	<b>94,860</b>	<b>94,860</b>	<b>93,150</b>	<b>93,150</b>	<b>18,362</b>	<b>18,362</b>

6.1 (29)

**SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417**  
**NAME: MATRICULATION - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2010/2011**

CONTRACT PERIOD: 07/01/2010 - 06/30/2011  
RSCCD P1 Apportionment \$ 1,336,115

PROJ ADM: John Hernandez  
PROJ DIR: Ruth Babeshoff

SCC Allocation @ 29.26% \$ 390,947  
Contribution to Research 4,799  
**SCC Matriculation \$ 386,148**

Date: 02/10/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
					Total Matriculation - SCC	379,591	379,591	386,148	386,148	91,250	91,250

**SPECIAL PROJECT DETAILED BUDGET # 2500**  
**NAME: NOCCD - Digital Media Support Grant**  
**FISCAL YEAR: 2010-2011**

CONTRACT PERIOD: 7/1/10 - 6/30/11  
 CONTRACT INCOME: \$2,500  
 CFDA #: NA

PROJ. ADM. Sylvia Turner  
 PROJ. DIR. Sylvia Turner  
 DATE: 2/9/11

<b>Datatel String</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
12-2500-000000-10000-8659	Other Reimb Categorical Allowances		2,500
12-2500-061400-15505-6419	Equipment Software \$200 > < \$1,000	2,500	
		2,500	2,500



**SPECIAL PROJECT DETAILED BUDGET #1315**  
**NAME: SBA/CSUF 2011 - SMALL BUSINESS DEVELOPMENT CENTER**  
**FISCAL YEAR 2010/2011**

Contract Period: 1/1/2011 - 12/31/2011  
 Contract Amount: \$602,365  
 CFDA No.: 59.037

PROJ ADM: Enrique Perez  
 PROJ DIR: Leila Mozaffari

Date: 01/14/2011

<b>Fd</b>	<b>Prj</b>	<b>Tops</b>	<b>Dept</b>	<b>Obj</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
11	0000	000004	50000	2130	Classified Employees : District		55,800
11	0000	000004	50000	3415	H & W - Non-Instructional : District		18,355
11	1315	684000	53410	2110	<b>Classified Management : (7B - 12B)</b> <b>Mozaffari, Leila (100%) - (1B - 6B Prj. 1314 match)</b>	55,800	
11	1315	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	5,975	
11	1315	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	3,532	
11	1315	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	826	
11	1315	684000	53410	3415	H & W - Non-Instructional : Small Business Dev Ctr	4,500	
11	1315	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	570	
11	1315	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	410	
11	1315	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	1,367	
11	1315	684000	53410	3915	Other Benefits - Non-Instruct : Small Business Dev	1,175	
					<b>#1315 SBA CSUF (Match)</b>	<b>74,155</b>	<b>74,155</b>

**SPECIAL PROJECT DETAILED BUDGET #1315**  
**NAME: SBA/CSUF 2011 - SMALL BUSINESS DEVELOPMENT CENTER**  
**FISCAL YEAR 2010/2011**

Contract Period: 1/1/2011 - 12/31/2011  
 Contract Amount: \$602,365  
 CFDA No.: 59.037

PROJ ADM: Enrique Perez  
 PROJ DIR: Leila Mozaffari

Date: 01/14/2011

<b>Fd</b>	<b>Prj</b>	<b>Tops</b>	<b>Dept</b>	<b>Obj</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
12	1315	000000	50000	8199	Other Federal Revenues : District Operations		602,365
12	1315	672000	50000	5865	Indirect Costs : District Operations (4%)	23,168	
12	1315	675000	53410	5210	Conference Expenses : Small Business Dev Ctr Office	27,400	
12	1315	684000	53410	2110	<b>Classified Management : - 12 mths</b> <b>Arteaga, Elizabeth (100%)</b>	64,404	
12	1315	684000	53410	2130	<b>Classified Employees : 12 mths</b> <b>Kings, Luis (100%); Figueroa, Claudia (100%)</b>	95,136	
12	1315	684000	53410	2320	<b>Classified Employees - Hourly : - Consultants</b>	228,960	
12	1315	684000	53410	2350	Overtime - Classified Employee : Small Business Dev	0	
12	1315	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	41,597	
12	1315	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	24,408	
12	1315	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	5,708	
12	1315	684000	53410	3335	PARS - Non-Instructional : Small Business Dev Ctr O	0	
12	1315	684000	53410	3415	H & W - Non-Instructional : Small Business Dev Ctr	43,924	
12	1315	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	3,937	
12	1315	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	2,834	
12	1315	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	9,448	
12	1315	684000	53410	3915	Other Benefits - Non-Instruct : Small Business Dev	5,175	
12	1315	684000	53410	4210	Books, Mags & Ref Mat, Non-Lib : Small Business Dev	1,226	
12	1315	684000	53410	4610	Non-Instructional Supplies : Small Business Dev Ctr	6,000	
12	1315	684000	53410	4710	Food and Food Service Supplies : Small Business Dev	3,440	
12	1315	684000	53410	5220	Mileage/Parking Expenses : Small Business Dev Ctr O	5,000	
12	1315	684000	53410	5230	District In-Service Activities : Small Business Dev	0	
12	1315	684000	53410	5605	Contracted Repair Services : Small Business Dev Ctr	0	
12	1315	684000	53410	5610	Lease Agreement - Equipment : Small Business Dev Ct	3,600	
12	1315	684000	53410	5630	Maint Contract - Office Equip : Small Business Dev	0	
12	1315	684000	53410	5660	Software Support Service : Small Business Dev Ctr O	1,000	
12	1315	684000	53410	5800	Advertising : Small Business Dev Ctr Office	1,000	
12	1315	684000	53410	5845	Excess/Copies Usage :	500	
12	1315	684000	53410	5940	Reproduction/Printing Expenses : Small Business Dev	3,500	
12	1315	684000	53410	6411	Equipment - Federal Progs >200 : Small Business Dev	1,000	
					<b>#1315 SBA CSUF</b>	<b>602,365</b>	<b>602,365</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources and Educational Services

To:	Board of Trustees	Date: February 22, 2011
Re:	Adoption of Resolution #11-01 Resolution in Support of Expedited Implementation of SB 1440 – Student Transfer Achievement Act	
Action:	Request for Action	

**BACKGROUND**

Last year, the Legislature passed SB 1440 (Ch.428, Statutes of 2010), the Student Transfer Achievement Act, which provides for the development of a model curriculum to expedite the transfer of community college students to the California State University (CSU).

**ANALYSIS**

The Chancellor’s Office and the CSU have formed a Joint SB 1440 Task Force to ensure a smooth implementation process with the goal of having associate transfer degrees in place by Fall 2011. In order to meet this timeline, an expedited degree approval process at the district level will be required. The attached resolution expresses the Board’s support for an expedited degree approval process and authorizes the Chancellor to submit any and all required documents to the state Chancellor’s Office.

**RECOMMENDATION**

It is recommended to adopt Resolution #11-01 in support of expedited implementation of SB 1440 – Student Transfer Achievement Act.

Fiscal Impact: None	Board Date: February 22, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Resolution In Support of Expedited Implementation of SB 1440**

Resolution No. 11-01

**WHEREAS**, the Legislature, with the support of all 72 community college districts in California has passed, and the Governor has signed, SB 1440 (Ch.428, Statutes of 2010), the Student Transfer Achievement Act;

**WHEREAS**, SB 1440 is the most significant measure in more than 20 years for improving transfer rates from community colleges to campuses of the California State University;

**WHEREAS**, it is anticipated that once the AA transfer degrees proposed by SB 1440 are in place, many more transfer students will also earn an associate degree; there will be more clarity and consistency about the best lower-division preparation; and students will be guaranteed a place in the California State University with junior standing;

**WHEREAS**, SB 1440 will reduce the amount of time and money spent in obtaining both AA transfer degrees and BA/BS degrees due to its provisions that:

- prohibit community colleges from adding any local requirements to the sixty units provided for in the bill;
- encourage community colleges to facilitate acceptance of credits earned at other community colleges toward the associate degree for transfer; and
- prohibit CSU campuses from requiring any additional courses other than the sixty units required for majors with 120 semester, or 180 quarter, units;

**WHEREAS**, the bill provides that, commencing with Fall 2011, students who earn an associate degree for transfer will be guaranteed admission into a CSU baccalaureate program, it would be most beneficial if colleges have as many associate transfer degrees as possible in place by Fall 2011;

**WHEREAS**, the Academic Senate for the California Community Colleges is coordinating a statewide system to develop a model curriculum that identifies the most appropriate coursework not only for transfer preparation but also for earning an AA or AS degree in a common discipline, local colleges will soon be able to adopt the model curriculum for their degrees, and the California Community Colleges Chancellor's Office is preparing to expedite approval of degrees that reflect the model curriculum;

**WHEREAS**, the California Community Colleges Chancellor's Office and the California State University have established a Joint SB 1440 Task Force to ensure coordination between the CSU system and California community colleges for a smooth implementation process and may also make recommendations for further legislation, regulatory changes or other policy changes;

**WHEREAS**, in order to have these AA transfer degrees in place, local college faculty as well as the local board of trustees must approve degrees based on transfer models provided by the Academic Senate for the California Community Colleges;

**THEREFORE, BE IT RESOLVED THAT** the Board of Trustees of the Rancho Santiago Community College District, by passage of this resolution, hereby expresses its intent to expedite approval of these degrees in order to have SB 1440 fully implemented in the Rancho Santiago Community College District by Fall 2011 and authorizes the Chancellor to approve and submit any and all required documents to the Chancellor's Office of the California Community Colleges.

Dated this 22<sup>nd</sup> day of February 2011.

Ayes:

Noes:

Absent:

Abstain:

---

Raúl Rodríguez, Ph.D.  
Secretary to the Board of Trustees

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings**

Resolution No. 11-03

**Whereas**, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

**Whereas**, on February 7, 2011, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

**Whereas**, Trustee Phillip Yarbrough was not present at the board meeting; and

**Whereas**, the board has determined that Trustee Yarbrough’s absence was due to a surgical procedure;

**NOW, THEREFORE, BE IT RESOLVED** that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on February 7, 2011.

Dated this 22<sup>nd</sup> day of February 2011.

Ayes:  
Noes:  
Absent:  
Abstain:

---

Raúl Rodríguez, Ph.D.  
Secretary to the Board of Trustees

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings**

Resolution No. 11-04

**Whereas**, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

**Whereas**, on February 7, 2011, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

**Whereas**, Trustee Lisa Woolery was not present at the board meeting; and

**Whereas**, the board has determined that Trustee Woolery’s absence was due to a surgical procedure;

**NOW, THEREFORE, BE IT RESOLVED** that Trustee Woolery shall be paid at the regular rate of compensation for the board meeting on February 7, 2011.

Dated this 22<sup>nd</sup> day of February 2011.

Ayes:  
Noes:  
Absent:  
Abstain:

---

Raúl Rodríguez, Ph.D.  
Secretary to the Board of Trustees