

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, April 23, 2012
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 April 2, 2012 **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
 - Redistricting Criteria
- 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

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
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Mepco Services, Inc., Hartford Fire Insurance Company, vs. Rancho Santiago Community College District, and DOES 1-10, inclusive, Orange County Superior Court Case No. 30-2011-00490760-CU-BC-CJC

3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
4. 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
California School Employees Association, Chapter 888
Continuing Education Faculty Association
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 | <u>Management/Academic Personnel</u> | <u>Action</u> |
| | <ul style="list-style-type: none">• Approval of End of Interim Assignments>Returns to Regular Part-time Assignments• Approval of Leaves of Absence• Approval of Sabbatical Leaves of Absence• Approval of Stipends• Approval of Adjusted Hourly Lab Rates• Approval of Part-time Hourly Hires/Rehires | |
| 3.2 | <u>Classified Personnel</u> | <u>Action</u> |
| | <ul style="list-style-type: none">• Approval of New Appointments• Approval of Longevity Increments• Approval of Out of Class Assignments• Approval of Changes in Locations/Positions• Approval of Changes in Salary Placements• Approval of Changes in Leaves of Absence• Approval of Temporary Assignments• Approval of Additional Hours for On Going Assignments• Approval of Substitute Assignments• Approval of Instructional Associates/Associates Assistants• Approval of Community Service Presenters and Stipends• Approval of Volunteers• Approval of Student Assistant Lists | |
| 3.3 | <u>Approval of Non-Credit Instructional Calendar 2012-2013</u>
The administration recommends approval of the 2012-2013 Non-Credit Instructional Calendar. | <u>Action</u> |
| 3.4 | <u>Presentation of Child Development Centers – CSEA Chapter 888 Initial Proposal to Rancho Santiago Community College District</u>
The administration recommends the board receive and file the Child Development Centers - CSEA Chapter 888 Initial Proposal to the Rancho Santiago Community College District and schedule a public hearing for May 7, 2012. | <u>Action</u> |

- 3.5 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers Teachers - CSEA Chapter 888 Action

The administration recommends the board receive and file the district's initial bargaining proposal to the Child Development Centers – CSEA Chapter 888 and schedule a public hearing for May 7, 2012.

- 3.6 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Santa Ana College (SAC) Upward Bound Summer Residential Program Contract Action

The administration recommends approval of the agreement between Chapman University and the SAC Upward Bound Program for 2012.

- *4.2 Approval of Renewal for Kaplan Testing Agreement for Nursing Students Action

The administration recommends approval of the Kaplan Testing Agreement renewal.

- *4.3 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Fall 2011 Action

The administration recommends confirmation of the recipients of the SAC associate degrees and certificates awarded in fall 2011 as presented.

- *4.4 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates Awarded in Fall 2011 Action

The administration recommends confirmation of the recipients of the SCC associate degrees and certificates awarded in fall 2011 as presented.

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 2012-2013 Tentative Budget Assumptions Action

The administration recommends approval of the Tentative Budget Assumptions for the 2012-2013 fiscal year as presented.

- *5.3 Approval of Lease Agreement with Caypen, Inc Action

The administration recommends approval of the lease agreement with Caypen, Inc and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.

- *5.4 Approval of Lease Agreement with Glueper Action
The administration recommends approval of the lease agreement with Glueper and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.5 Approval of Revision to Increase the Fiscal Impact of a Lease Agreement between RSCCD/SBDC and Brea Chamber of Commerce Action
The administration recommends approval of the revision to increase the fiscal impact of the agreement to \$12,000 as presented.
- *5.6 Adoption of Resolution No. 12-16 – Intent to enter into an Easement with AT&T for Establishment and Maintenance of Underground Facilities at Santa Ana College Action
The administration recommends adoption of Resolution No. 12-16 regarding intent to enter into an easement with AT&T at SAC and schedule a public hearing for May 7, 2012, as presented.
- *5.7 Adoption of Resolution No. 12-18 – Intent to enter into an Easement with Southern California Edison to Establish Underground Electrical Supply and Communications Facility at Santa Ana College Action
The administration recommends adoption of Resolution No. 12-18 regarding intent to enter into an easement with Southern California Edison at SAC and schedule a public hearing for May 7, 2012, as presented.
- *5.8 Adoption of Resolution No. 12-20 – Masonry for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-20 for Industrial Masonry, Inc., for Bid #1137, for masonry for the Athletic/Aquatic complex at SCC as presented.
- *5.9 Approval of Additional Architectural Services for Humanities Building at Santiago Canyon College Action
The administration recommends approval of the additional services provided by LPA, Inc., in the amount of \$8,750 as presented.
- *5.10 Approval of Additional Testing Services for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of additional testing services for the Athletic/Aquatic complex at SCC from Reliant Testing Engineers as presented.
- *5.11 Approval for Additional Testing Services for Humanities Building at Santiago Canyon College Action
The administration recommends approval of additional testing services for the Humanities building at SCC from Reliant Testing Engineers as presented.

- *5.12 Approval of Amendment to Existing Agreement for Consulting Services - Facilities Planning & Program Services, Inc. Action
The administration recommends approval of the amendment to the existing agreement for consulting services for Facilities Planning & Program Services, Inc., as presented.
- *5.13 Approval of Change Order #5 for Bid #1138 – Structural Steel at Athletic/Athletic Complex at Santiago Canyon College Action
The administration recommends approval of change order #5 for Blazing Industrial Steel, Inc., for Bid #1138 for structural steel for the Athletic/Aquatic complex at SCC as presented.
- *5.14 Approval of Disposal of Surplus Vehicle Action
The administration recommends declaration of the 2001 GEM Utility Cart as surplus property and utilization of Ken Porter Auctions to conduct an auction as presented.
- *5.15 Approval of Donation of Photographic Supplies and Equipment Action
The administration recommends approval of the donation of the photographic supplies and equipment to Orange High School and Fullerton Union High School as presented.
- *5.16 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period February 25, 2012, through April 7, 2012.

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:
- | | |
|---|-------------|
| - Disabled Students Programs & Services (DSPS) (SAC) | \$1,076,772 |
| - Early Head Start Expansion (District) - <i>Augmentation</i> | \$ 886,112 |
| - Job Development, Training, and Placement Program for the Disabled – Workability III (SAC) | \$1,293,621 |
- *6.2 Adoption of Resolution No. 12-19 – Office of Statewide Health Planning and Development – Song-Brown Registered Nursing Education Program Grant Action
The administration recommends adoption of the resolution with the Office of Statewide Health Planning and Development that authorizes the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *6.3 Adoption of Resolution No. 12-21 – California Department of Rehabilitation (28524) Action
The administration recommends adoption of the resolution agreement with the California Department of Rehabilitation that authorizes the vice chancellor or his designee to sign the contract documents for the fiscal years 2012-2013 through 2014-2015.
- 6.4 First Reading of Board Policy 9006 – Student Trustee Information
The policy is presented for a first reading as an information item.
- 6.5 Approval of Criteria for Development of New Trustee Area Boundaries Action
The administration recommends selection and approval of the criteria to be used in the development of new trustee area boundaries.
- 6.6 Approval of Timeline for Adoption of New Trustee Area Boundaries Action
The administration recommends the board select and approve the timeline for the adoption of the new trustee area boundaries.
- 6.7 Approval of Agreement with Lewis Consulting Group, LLC Action
The administration recommends approval of the agreement with Lewis Consulting Group, LLC and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- 6.8 Approval of Agreement with True North Research, Inc. Action
The administration recommends approval of the agreement with True North Research, Inc. and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- 6.9 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2012 Action
- 6.10 Reports from Board Committees Information
 - Board Facilities Committee
 - Orange County Community Colleges Legislative Task Force
- 6.11 Board Member Comments Information
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on May 7, 2012.

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

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

Board of Trustees (Regular meeting)

Monday, April 2, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. Brian Conley, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Andrew Hanson.

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 Mr. Raymond Hicks, Academic Senate President at Santa Ana College.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado, seconded by Mr. McLoughlin, and carried unanimously to approve an addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Craig Nance spoke regarding faculty contract negotiations and budget expenses.

Mr. Jeff McMillan and Mr. John Zarske spoke regarding faculty contract negotiations.

1.5 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve the minutes of the regular meeting held March 12, 2012.

1.6 Approval of Consent Calendar

It was moved by Mr. McLoughlin, seconded by Mr. Conley, 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), with the exception of Item 4.10 (Rose & Tuck Consulting Contract) removed from the Consent Calendar by Mr. McLoughlin and Item 6.8 (Resolution #12-15 authorizing payment to Trustee Absent from Board Meetings) removed from the Consent Calendar by Mr. Hanna.

4.1 Approval of Agreement between University of California, Irvine, and RSCCD for Research Evaluation of Santa Ana College's (SAC) ENGAGE in STEM Grant Funded Project

The board approved the agreement between the University of California, Irvine, and RSCCD on behalf of Santa Ana College for the research evaluation of SAC's ENGAGE in STEM Grant funded project.

4.2 Approval of Agreement between University of Southern California - Center for Urban Development and RSCCD for Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project

The board approved the agreement between the University of Southern California-Center for Urban Education and RSCCD on behalf of Santa Ana College for the research evaluation of SAC's ENGAGE in STEM Grant funded project.

4.3 Approval of New OTA Agreement – Newport Language and Speech Centers

The board approved the agreement with Newport Language and Speech Centers in Orange, California.

4.4 Approval of OTA Agreement Renewal – Northridge Hospital Medical Center

The board approved the agreement with Northridge Hospital Medical Center in Northridge, California.

4.5 Approval of New Pharmacy Technology Agreement – California Pharmacy

The board approved the contract with California Pharmacy in Westminster, California.

4.6 Approval of Amendment #6 to CJA Agreement – County of Orange

The board approved the amendment with the County of Orange in Santa Ana, California.

4.7 Approval of Pharmacy Technology Agreement Renewal – AHMC Anaheim Regional Medical Center LP

The board approved the contract with AHMC Anaheim Regional Medical Center LP in Anaheim, California.

1.6 Approval of Consent Calendar – (cont.)

- 4.8 Approval of Nursing Agreement Renewal – Mission Hospital
The board approved the clinical affiliation agreement renewal with Mission Hospital in Mission Viejo, California.
- 4.9 Approval of New Pharmacy Technology Agreement – University of the Pacific
The board approved the agreement with University of the Pacific in Stockton, California.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 5.2 Approval of Budget Increases/Decreases and Budget Transfers
The board approved budget increases, decreases and transfers during the month of February 2012.
- 5.3 Approval of Lease Agreement between RSCCD/Small Business Development Center (SBDC) and Brea Chamber of Commerce
The board approved the lease agreement between RSCCD's SBDC and Brea Chamber of Commerce and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.
- 5.4 Approval of State Categorical Program Flexibility Transfer per AB1610
The board approved the State Categorical Flexibility Transfer request per SB70 as presented.
- 5.5 Approval of Change Order #3 for Bid #1137 – Masonry at Athletic/Aquatic Complex at Santiago Canyon College (SCC)
The board approved change order #3 for Industrial Masonry, Inc., for Bid #1137 for masonry for the Athletic/Aquatic complex at SCC as presented.
- 5.6 Approval of Change Order #4 for Bid #1138 – Structural Steel at Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #4 for Blazing Industrial Steel, Inc., for Bid #1138 for structural steel for the Athletic/Aquatic complex at SCC as presented.
- 5.7 Approval of Change Order #2 for Bid #1143 – Glass and Glazing for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #2 for Bid #1143 for Glazcon Industries for glass and glazing for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

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:

- Basic Skills Initiative (SCC) - <i>Augmentation</i>	\$ 1,469
- Disabled Students Programs & Services (DSPS) (SCC)	\$364,382
- Enrollment Growth for Nursing ADN Programs, Year 2 (SAC) – <i>Augmentation</i>	\$192,784

6.2 Approval of Sub-Agreement between RSCCD and East Los Angeles College

The board approved the sub-agreement and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

6.3 Approval of Sub-Agreements between RSCCD and Cuesta College, Napa Valley College, and Southwestern Community College District

The board approved the sub-agreements and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreements on behalf of the district.

6.4 Approval of Sub-Agreement between RSCCD and Central Orange County Career Technical Education Partnership

The board approved the sub-agreement and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

6.5 Approval of Sub-Agreement between RSCCD and California State University, Fresno

The board approved the sub-agreement and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

6.6 Adoption of Resolution No. 12-13 – California Community Colleges Chancellor’s Office Board of Governors (F11-0071)

The board adopted the resolution with the California Community Colleges Chancellor’s Office that authorizes the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

6.7 Adoption of Resolution No. 12-14 – California Department of Rehabilitation (27353)

The board adopted the resolution agreement with the California Department of Rehabilitation that authorizes the Vice Chancellor or his designee to sign the contract documents for the 2011-2012 fiscal year.

1.7 Recognition of Students by Board of Trustees

The board recognized Ms. Zaily Llamas-Chavez, student at Santa Ana College, and Mr. Alex Prado, student at Santiago Canyon College, for their scholastic achievements, leadership, and service to the campus community and the Rancho Santiago Community College District.

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
Mr. Juan Vázquez, President, Santiago Canyon College

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

2.4 Reports from Student Presidents

The following student representatives provided reports to the board on behalf of the Associated Student Government (ASG) organizations:

Ms. Janine Bonilla, Inter-Club Council President, Santiago Canyon College
Ms. Evelyn Sanchez, Student President, Santa Ana 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. Raymond Hicks, Academic Senate President, Santa Ana College

2.6 Informational Presentation on the Budget

Mr. Peter Hardash provided an information presentation on the budget to the board.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:53 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Mepco Services, Inc., Hartford Fire Insurance Company, vs. Rancho Santiago Community College District, and DOES 1-10, inclusive, Orange County Superior Court Case No. 30-2011-00490760-CU-BC-CJC

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
California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 7:22 p.m.

Closed Session Report

Ms. Barrios reported the board discussed public employment and existing litigation, conferred with its labor negotiator, and no action was taken during closed session.

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. Hanson, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve New Job Descriptions
- Approve Changes of Assignments

3.1 Management/Academic Personnel – (cont.)

- Approve Permission to Accept Outside Assignments
- Ratify Resignations/Retirements
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

3.2 Classified Personnel

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

- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Correction in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

4.0 INSTRUCTION

Items 4.1 through 4.9 were approved as part of Item 1.6 (Consent Calendar).

4.10 Approval of Rose & Tuck Consulting Contract

It was moved by Mr. Conley and seconded by Mr. Hanson to approve the consulting services from Rose & Tuck Consulting as presented as part of a district-wide initiative to upgrade financial aid processes. Discussion ensued. The motion carried unanimously.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

6.0 GENERAL

Items 6.1 through 6.7 were approved as part of Item 1.6 (Consent Calendar).

6.8 Adoption of Resolution #12-15 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Labrado and seconded by Mr. McLoughlin to adopt Resolution No. 12-15 which authorizes payment to Mr. John Hanna for his absence from the March 12, 2012, board meeting due to family matters. Mr. Hanna explained that he removed this item from the Consent Calendar because it was the first time in fourteen years of serving on the board that he was absent from a board meeting. He stated that he and his wife were out of the country celebrating their anniversary and, although he considers the Education Code section for excused absences vague, he does not consider it appropriate to have his absence excused; therefore, he is not seeking payment for the March 12, 2012, board meeting.

It was moved by Ms. Barrios and seconded by Mr. McLoughlin to postpone action on this item. Discussion ensued. The motion carried with one nay vote from Mr. Labrado to postpone action on the adoption of Resolution No. 12-15.

6.9 Board Member Comments

Ms. Barrios commended SCC staff for hosting an online book auction. She commented that since she was able to post the link on her social media site, it was easy for her and her friends to contribute to the college by purchasing books.

Board members thanked Mr. Hanson for testifying before a legislative committee in Sacramento in support of a bill to assist veterans. Mr. Hanna reported that he was in Sacramento and able to watch Mr. Hanson's presentation on television.

Mr. Hanson stated that recent research has shown that in 2011 the State of California spent \$9.6 billion on prisons and \$5.7 billion on higher education; therefore, the expenses incurred were \$8,667 per student and \$50,000 per inmate.

Dr. Chapel thanked Dr. Rodriguez for providing additional information concerning district performance data and asked that the board discuss and review this information in the future. He stated the information may be helpful in setting priorities for the budget and future goals.

Mr. McLoughlin thanked staff for the award he received at the KinderCaminata dinner event and is looking forward to attending KinderCaminata on campus on April 13.

Mr. McLoughlin plans to attend the first meeting of the Redevelopment Oversight Board for the City of Santa Ana on April 10.

Mr. Hanna stated he plans to call a Board Policy Committee meeting to review board members' travel, expenses, and absences relating to board meetings.

6.9 Board Member Comments – (cont.)

Mr. Hanna recommended exploration of a new pilot program that involves higher fees for classes that have more expenses.

Mr. Yarbrough asked that a congratulatory letter from the board be sent to SAC's automotive department on the recent accreditation approval of its automotive training program.

Mr. Yarbrough extended regrets to Mr. Conley on not being selected for the Marian Bergeson Award.

Mr. Yarbrough reported he recently met with an el Don editor; representatives from CSEA, Chapter 579; and the demographer the district contracted services with. He plans to meet with representatives from CSEA, Chapter 888, on April 5.

Mr. Yarbrough reported he is currently serving on two Redevelopment Oversight Boards.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be on April 23, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 7:40 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

April 23, 2012

MANAGEMENT

End of Interim Assignment/Return to Regular Part-time Assignment

Harris, James
From: Interim Dean
Humanities & Social Sciences Division
Santa Ana College

Effective: August 20, 2012
To: Instructor, English/ESL
Hourly Rate: III-4 \$59.88

Leave of Absence

Ramirez, Alicia
Interim Associate Director
Early Head Start
Child Development Services
District Office

Effective: March 16 – May 11, 2012
Reason: Maternity Leave

FACULTY

Sabbatical Leave of Absence

Wright, Kelley
Professor, Math
Math & Science Division
Santiago Canyon College

Effective: August 20, 2012 – May 25, 2013
Purpose: Independent Research Leave
Salary Placement: VII-13 \$93,104/Year
(Will Prorate at 80%)

Stipends

Bassett, Dana
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: March 8, 2012
Stipend Amount: \$250.00
Reason: Staff Development Workshop
(BSI Grant)

Bennett, Gary
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: January 23, 2012
Stipend Amount: \$4,500.00
Reason: Course & Curriculum Development
(Kaleidoscope Grant)

Castillo, Ricardo
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: February 3, 2012
Stipend Amount: \$250.00
Reason: Staff Development Workshop
(BSI Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Coffman, Jodi Professor, Exercise Science Exercise Science, Health & Athletics Division Santa Ana College	Effective: March 2, 2012 Stipend Amount: \$250.00 Reason: Leading Workshop/Instruction & Tutoring (BSI Grant)
Conner, Mary Coordinator, Tutorial Learning Center Special Services Division Santa Ana College	Effective: January 17 – May 19, 2012 Stipend Amount: \$1,200.00 Reason: Coordinating Workshop/Instruction & Tutoring (BSI Grant)
Dwyer, Dalva Professor, ESL Humanities & Social Sciences Division Santa Ana College	Effective: March 2, 2012 Stipend Amount: \$250.00 Reason: Leading Workshop/Instruction & Tutoring (BSI Grant)
Everett, Michael Professor, Math Science & Mathematics Division Santa Ana College	Effective: February 24, 2012 Stipend Amount: \$250.00 Reason: Leading Workshop/Instruction & Tutoring (BSI Grant)
Grant, Madeline Professor, Marketing/Business Business Division Santa Ana College	Effective: April 3, 2012 Stipend Amount: \$4,500.00 Reason: Course & Curriculum Development (Kaleidoscope Grant)
Huck, Todd Professor, English Humanities & Social Sciences Division Santa Ana College	Effective: February 10, 2012 Stipend Amount: \$1,000.00 Reason: Staff Development Workshop (BSI Grant)
Jaffray, Shelly Professor, English Humanities & Social Sciences Division Santa Ana College	Effective: February 24, 2012 Stipend Amount: \$250.00 Reason: Leading Workshop/Instruction & Tutoring (BSI Grant)
Janus, Louise Assistant Professor, Learning Disabilities Special Services Division Santa Ana College	Effective: February 24, 2012 Stipend Amount: \$250.00 Reason: Leading Workshop/Instruction & Tutoring (BSI Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Jaros, Bonita
Coordinator, Institutional Effectiveness
& Assessment
Academic Affairs
Santa Ana College
Effective: February 3, 2012
Stipend Amount: \$250.00
Reason: Staff Development Workshop
(BSI Grant)

Kushida, Cherylee
Coordinator, Distance Education
Human Services & Technology Division
Santa Ana College
Effective: April 1, 2012
Stipend Amount: \$3,500.00
Reason: Course & Curriculum Development
(Kaleidoscope Grant)

Nashua, Loy
Associate Dean
Student Development
Santa Ana College
Effective: February 24, 2012
Stipend Amount: \$250.00
Reason: Leading Workshop/Instruction
& Tutoring (BSI Grant)

Ortiz, Fernando
Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College
Effective: March 2, 2012
Stipend Amount: \$250.00
Reason: Leading Workshop/Instruction
& Tutoring (BSI Grant)

Sweeney, George
Coordinator, Math Study Center
Science & Mathematics Division
Santa Ana College
Effective: January 17 – May 19, 2012
Stipend Amount: \$1,200.00
Reason: Coordinating Workshop/Instruction
& Tutoring (BSI Grant)

Vu, Dahlia
Associate Professor, Math
Science & Mathematics Division
Santa Ana College
Effective: January 23, 2012
Stipend Amount: \$5,250.00
Reason: Course & Curriculum Development
(Kaleidoscope Grant)

Adjusted Hourly Lab Rate

Jeffries, Mark
Instructor, Astronomy (equivalency)
Math & Sciences Division
Santiago Canyon College
Effective: January 17, 2012
From: II-3 \$48.48
To: II-3 \$46.17

Part-time Hourly Hires/Rehires

De Giorgio, Garrett
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: April 24, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

FACULTY (CONT'D)

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

Larabee, Jamie
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: April 24, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Royer, James
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: April 24, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Schult Roman, Catherine
Instructor, Math
Science & Math Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Smith, Gary F.
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: April 24, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Wade, Veronica
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: April 24, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Winkelman, Lindsay
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College

Effective: April 6, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
APRIL 23, 2012

CLASSIFIEDNew Appointment

Fadaiefard, Mohammad Tech Specialist I (CL11-0299) ITS/District	Effective: April 9, 2012 Grade 13, Step 6 \$59,552.55
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Longevity Increments

Castro, Victor High School & Comm. Outreach Specialist/ SAC	Effective: July 1, 2011 Grade 13, Step 6 + 2.5%Bil + 5%L \$64,018.99
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Hatakeyama, Denise Science Lab Coordinator/ SAC	Effective: July 1, 2011 Grade 13, Step 6 + 5%L \$62,530.18
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Pacino, Joseph Instructional Media Producer/ SAC	Effective: July 1, 2011 Grade 15, Step 6 + 3PG + 5%L \$71,058.62
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Simons, Randall Technical Specialist III/ ITS	Effective: July 1, 2011 Grade 17, Step 6 + 5%L \$78,242.30
--	---

Tran, Joseph Skilled Maintenance Worker/ SCC	Effective: July 1, 2011 Grade 11, Step 6 + 5%L \$56,443.96
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Welch, Glenda Financial Aid Analyst/ SAC	Effective: May 1, 2012 Grade 11, Step 6 + 5%L \$56,443.96
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Out of Class Assignment

Quinonez, Raul Bookstore Buyer/ SAC	Effective: 01/01/12 – 03/31/12 Grade 10, Step 4 \$46,674.36
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Wild, Christopher Bookstore Operations Specialist/SAC	Effective: 01/01/12 – 03/31/12 Grade 13, Step2 \$48,941.99
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Change in Location/Position

Meza, Renise
From: Intermediate Clerk/DSPS/SAC
To: Administrative Clerk (CL11-0338)
Digital Media Center/ SAC
Effective: 04/30/12
Grade 10, Step 3 + 2.5%L + 4PG
\$47,566.62

Smith, James
Help Desk Analyst
From: SAC To: District Office
Effective: 03/01/12
Grade 13, Step 6 + 2.5% L
\$61,041.36

Change in Salary Placement

Hurtado, Veronica
High School/Comm. Outreach Spec./ SAC
Effective: May 1, 2012
Grade 13, Step 6 + 6PG + 2.5%Bil + 5%L
\$66,268.99

Schultz, Maria
Applications Spec. IV/ District
Effective: March 1, 2012
Grade 22, Step 6 + 6PG + 5%L
\$112,615.62

Leave of Absence

Pinon, Elizabeth
Administrative Secretary/ DSPS/ SAC
Effective: 04/23/12 – 05/04/12
Reason: Non Work Days
11.5 Month Contract

TEMPORARY ASSIGNMENT

Aparicio, Ligia
Instructional Assistant/ EOPS/ SAC
Effective: 04/24/12 – 06/30/12

De Clue, Phylisha
Instructional Assistant/ Math & Science/
SCC
Effective: 04/24/12 – 05/20/12

Rodriguez, Ruth
Interpreter-Senior/ Student Services/SAC
Effective: 08/06/12 – 08/10/12
12/10/12 – 12/14/12

Additional Hours for On Going Assignment

Chambers, John Learning Facilitator/ Tutorial Ctr./ SAC	Effective: 02/24/12 – 03/02/12 Not to exceed 19 consecutive days in any given period.
Latthitham, Anisa Instructional Assistant/ Career Ed./ SAC	Effective: 03/11/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Sanchez, Elida Instructional Assistant/ School of Continuing Education/SAC	Effective: 03/07/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Pickering, Dawn Administrative Secretary/ EOPS/ SAC	Effective: 04/24/12 – 06/30/12
Thunyakij, Kritsana Instructional Assistant/ Math & Science/ SCC	Effective: 04/23/12 – 06/30/12

MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Criminal Justice

Bogdanovich, Andrea	Effective: 04/24/12
Osborn, Victoria	Effective: 04/24/12
Vargas, Nicole	Effective: 04/24/12

COMMUNITY SERVICE PRESENTERS

Stipends Effective March 11 – April 10, 2012

Burns, Brigitte	Amount: \$ 65.42
Crowley, Debra	Amount: \$ 210.00
Dumon, Dori	Amount: \$ 105.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Non-Credit Instructional Calendar 2012-2013	
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 2012-2013 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 2012-2013 Non-Credit Instructional Calendar.

Fiscal Impact: None	Board Date: April 23, 2012
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RSCCD NON-CREDIT INSTRUCTIONAL CALENDAR 2012 - 2013

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

Faculty Project Days: August 20-24

Instruction Begins, Fall Semester: August 27
Labor Day: September 3

Veterans Day: November 12
 Thanksgiving: November 19-24

Fall Semester Ends: December 15
Winter Recess: Dec 16 - Jan 9

New Years Day: January 1
Faculty Projects: Jan 10, 11 & 14

Instruction Begins, Spring Semester: January 15
Martin Luther King Day: January 21

Lincoln's Birthday: February 15
 President's Day: February 18

Cesar Chavez Holiday: March 29
 Spring Recess: April 1 - 6 *
 *(subject to change to correspond with unified school district)

Memorial Day: May 27
 OEC Commencement: June 6
 CEC Commencement: June 7
Spring Semester Ends: June 8

Summer Session Begins: July 1
Independence Day: July 4

Summer Session Ends August 10

Board Approved: April 23, 2012

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.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: April 23, 2012
Re:	Presentation of Child Development Centers – CSEA Chapter 888 Initial Proposal to the Rancho Santiago Community College District	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Child Development Centers – CSEA Chapter 888 initial proposal to the 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 May 7, 2012 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the Child Development Centers – CSEA Chapter 888 initial proposal to the district and schedule a public hearing for May 7, 2012.

Fiscal Impact: TBD	Board Date: April 23, 2012
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: Raúl Rodríguez, Ph.D., Chancellor	

Initial Successor Agreement Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Child Development Centers- CSEA Chapter 888

ARTICLE 1 – RECOGNITION

1.1 The Governing Board of the Rancho Santiago Community College District, hereinafter referred to as the “Board” or “District”, recognizes the Child Development Centers- CSEA Chapter 888, hereinafter referred to as the “Association,” as the sole and exclusive representative of those enumerated in the Recognition Agreement dated _____.

ARTICLE 3- LEAVES

3.3.1 A unit member shall be granted a maximum seven [7] days leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee’s accumulated sick leave. An Employee Absence Card must be filed.

3.13- Catastrophic Leave Bank

The Association has an interest in negotiating a Catastrophic Leave Bank provision modeled upon that set forth in the agreement between CSEA Chapter 579 and the RSCCD.

ARTICLE 8- WAGES AND HOURS

8.1 Salary

Effective July 1, 2011 the annual salary amounts set forth in Appendices “C” and “D” shall be increased by an amount equal to increases in the aggregate amount of the Consumer Price Index [CPI] for the Los Angeles/Long Beach/Anaheim metropolitan status area over the previous three fiscal years.

8.2 Calendar

The parties expressly recognize that the development of the employee calendar shall be subject to negotiations as set forth in Government Code section 3543.2. Said negotiations shall include all decisions regarding the number of days in the employee calendar, the starting and ending dates of the employee calendar, the starting and ending dates of recesses, and the placement of holidays. The District shall provide the Association with advanced, written notification of the proposed calendar. Negotiations of the calendar shall commence within 15 working days of the date of the District’s notification to the Association.

8.4 Stipends

8.4.2 An employee assigned as an Assistant Director shall receive a stipend of five hundred dollars [\$500] per month for twelve months.

8.4.3 An employee who is bilingual in the course of their employment shall be receive a stipend of three hundred dollars [\$300] per month for twelve months

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: April 23, 2012
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers - CSEA Chapter 888	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Centers, CSEA Chapter 888, is presented for information and public review. 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 and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Child Development Centers – CSEA Chapter 888 and schedule a public hearing for May 7, 2012.

Fiscal Impact: TBD	Board Date: April 23, 2012
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: Raúl Rodríguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CHILD DEVELOPMENT CENTERS - CSEA CHAPTER 888
April 23, 2012**

Article 3 – Leaves

Add language for catastrophic leave bank.

Article 8 – Wages and Hours

8.1 Salary

Maintain current salary schedule.

Allow step and column advancement contingent upon adequate funding.

All future adjustments to salary schedule shall be contingent upon increases/decreases in the daily rate paid under the State child development contract and/or increases/decreases in other dedicated grant funds.

8.2 Calendar

Adjust annual work days to match college credit and continuing education instructional calendars.

8.4 Stipends

Eliminate Assistant Director stipends and replace with hourly stipend payable to any unit member who is assigned as Acting Director during the absence of the Center Director.

Article 11 – Health and Welfare

Maintain current district contributions.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ADVISORY COMMITTEE ON LEGISLATION
Sacramento, CA – June 1, 2012

1 Board Member
(John Hanna)

CALIFORNIA STUDENT AID COMMISSION MEETINGS
Sacramento, CA – April 25-27, 2012

1 Board Member
(Brian Conley)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
2012 ANNUAL TRUSTEES CONFERENCE
San Diego, California – May 3-6, 2012

2 Board Members
(Phillip Yarbrough)
(David Chapel)

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

To:	Board of Trustees	Date:	April 23, 2012
Re:	Approval of Santa Ana College Upward Bound Summer Residential Program Contract		
Action:	Request For Approval		

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and enhance student success in college. For the past eleven years we have offered a grant-funded summer residential program in collaboration with a local four-year university that provides dormitory accommodations, meals, and classroom facilities. The 2012 summer residential program will be hosted by Chapman University and will serve 35 high school students.

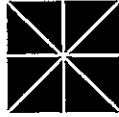
ANALYSIS

Chapman University will provide residence hall, housekeeping services, food services, use of recreational areas, classrooms and computer labs during the four-week summer program. The program has been highly successful and is recommended by partners (SAUSD and SAC) for continuation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement between Chapman University and the Santa Ana College Upward Bound Program for 2012.

Fiscal Impact:	Not to exceed \$55, 000 (grant funded)	Board Date:	April 23, 2012
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD		



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Conference Services
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 744-7811*

This Chapman University Conference Agreement ("Agreement") is made and entered into this 5th day of March, 2012 by and between Chapman University, a California corporation, hereinafter called "University" and Rancho Santiago Community College District, a nonprofit public agency, hereinafter called "Client," which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound 2012 Summer Residential Program*

Description of Conference: *Pre-college academic program including SAT prep, recreation and enrichment workshops.*

Address: *Rancho Santiago Community College District
Attn: Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services
2323 North Broadway
Santa Ana, CA 92706*

Telephone Number: *(714) 564-6843 [Romelia Madrigal]*

Email: *madrigal_romelia@sac.edu [Romelia Madrigal]*

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: *35 students and
5 staff each week*

Residence Hall staff check-in date and time: *July 1, 2012 (9am – 10am)*

Residence Hall check-in date and time: *July 1, 2012 (1pm – 2pm)
July 8, 2012 (6pm – 7pm)
July 15, 2012 (6pm – 7pm)
July 22, 2012 (6pm – 7pm)*

Residence Hall checkout date and time:

*July 6, 2012 (5pm – 6pm)
July 13, 2012 (5pm – 6pm)
July 20, 2012 (5pm – 6pm)
July 27, 2012 (5pm – 6pm)*

** Please Note: Time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

** Please note that actual charges will be determined under "Estimate and Guarantee" set forth below.*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by checkout date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

A housing list with participants paired will be due in the Conference Office by June 22, 2012.

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:
Last conference meal will be:

*Dinner July 1, 2012
Sack Lunch July 27, 2012*

Number of Meals:

Breakfast (20)

*July 2 – 6, 2012
July 9 – 13, 2012
July 16 – 20, 2012
July 23 – 27, 2012*

Lunch (15)

*July 2, 3 & 5, 2012
July 9 – 12, 2012
July 16 – 19, 2012
July 23 – 26, 2012*

Sack Lunch (4)

July 6, 13, 20 & 27, 2012

Dinner (17)

*July 1 – 5, 2012
July 9 – 12, 2012
July 16 – 19, 2012
July 23 – 26, 2012*

Lost Meal Cards:

Per meal card charge

\$15.00

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in the Sandhu Dining Commons and Patio unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University’s contracted food service.

MEAL CARDS: Each of the Client’s participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant’s enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

<u>Facility</u>	<u>Date(s)</u>	<u>Times</u>
Large room for Orientation	June 23, 2012	9:00 am – 12:00 pm
2 Classrooms seating 20 students each for English and SAT Prep	July 2 – 5, 2012	8:30am – 12:00pm, 1:30pm – 3:30pm
	July 9 – 12, 2012	8:30am – 12:00pm, 1:30pm – 3:30pm
	July 16 – 19, 2012	8:30am – 12:00pm, 1:30pm – 3:30pm
	July 23 – 26, 2012	8:30am – 12:00pm, 1:30pm – 3:30pm
1 Classroom for Leadership and Group Activity	July 2 – 5, 2012	3:45pm – 5:00pm
	July 9 – 12, 2012	3:45pm – 5:00pm
	July 16 – 19, 2012	3:45pm – 5:00pm
	July 23 – 26, 2012	3:45pm – 5:00pm
Recreational Facilities as available (TBA)	July 2 – 5, 2012	6:30pm – 7:30pm
	July 9 – 12, 2012	6:30pm – 7:30pm
	July 16 – 19, 2012	6:30pm – 7:30pm
	July 23 – 26, 2012	6:30pm – 7:30pm
1 Shared Computer Lab	July 2 – 5, 2012	TBA
	July 9 – 12, 2012	TBA
	July 16 – 19, 2012	TBA
	July 23 – 26, 2012	TBA

The facilities of the University that are the subject of this Agreement are referred to herein as the “Facilities.”

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client's expense. Technicians, if requested by the client for services after regularly scheduled hours (8:00am – 5:00pm, Monday – Friday), will be \$25.00 per person, per hour.

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE: Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals (*Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person per night. Five single rooms will be provided for the staff at the double occupancy residence hall rate.*)

40 participants @ \$1,253.00 per person for 4 weeks **\$50,120.00**

Facilities (*As outlined in Section 4*)

Facilities, as outlined in section 4, will be at no additional charge provided there are at least 40 participants, including staff registered in the residence halls for the entire program. If numbers fall below 40 participants, facility charges will be \$500.00 per week. **To Be Determined**

ESTIMATED TOTAL CONFERENCE CHARGES ***\$50,120.00***

DEPOSITS / PAYMENTS: A non-refundable deposit of ten percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before July 1, 2012. Final conference invoices are due and payable to the Conference Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$17,542.00 is due with return of the signed agreement by June 1, 2012.

The balance of \$32,578.00 will be due and payable on or before July 1, 2012.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to the University Conference Office no later than 30 days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the estimated total Conference charges shall be assessed; if within 60 days of the scheduled Conference, a service charge of ten percent (10%) of the estimated total Conference charges shall be assessed; and if within 30 days of the scheduled Conference, a service charge of fifteen percent (15%) of the estimated total Conference charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than 30 days prior to the beginning of the Conference, including name, gender and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Director of Conferences and Scheduling.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
- | | |
|---|-------------|
| i. Each Occurrence | \$1,000,000 |
| ii. Products/Completed Operations Aggregate | \$1,000,000 |
| iii. Personal and Advertising Injury | \$1,000,000 |
| iv. Sexual Misconduct | \$ 50,000 |
- Limits no less than \$50,000 per occurrence/\$100,000 aggregate
Note: If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
- v. General Aggregate \$2,000,000
- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
- By endorsement, the policy must reflect, "Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to the activity and/or operations under this Facilities Agreement."
 - By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.
 - It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - By endorsement, the policy must reflect Waiver of Subrogation in favor of Chapman University.

- v. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
 - i. Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage. The Certificate of Insurance must reflect wording as follows: "Should any of the described policies be cancelled or coverage and/or limits reduced or materially altered prior to the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left."
 - ii. The above-described Certificate of Insurance will be due in the Conference Services Office by **June 1, 2012**.
- E. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- F. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other.

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The Conference Office must approve all amplified sound.

SMOKING: No smoking shall be permitted in university buildings.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the University Conference Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or in any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President and Chief Operating Officer or designee.

10. LEGAL ISSUES

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: The Client shall conduct its activities upon the University premises so as not to endanger any person thereon and agrees to indemnify, defend and hold harmless the University, its officers, trustees, employees, agents and contractors from and against any and all claims, demands, loss, liability, cost or expense, including attorney's fees, due or claimed to be due in connection with the acts or omissions of the Client, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Facilities.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

II. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

By: _____
Signature

Print Name

Title

Date

For the Client

PH By: _____
Signature

Peter J. Hardash

Print Name

Vice Chancellor
Business Operations & Fiscal Services

Title

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Renewal for Kaplan Testing Agreement for Nursing Students	
Action: Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in standardized testing as a part of the preparation to pass the licensing examination for Registered Nurses. It is part of the curriculum as well as being highly recommended by the California Board of Registered Nursing. The proposed testing vendor is Kaplan, headquartered in New York.

ANALYSIS

The agreement covers the scope of testing products as well as other issues relating to responsibilities for both parties. The agreement has been reviewed and approved by college staff. The agreement carries costs for students and is in effect for two years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Kaplan Testing Agreement renewal.

Fiscal Impact: None	Board Date: April 23, 2012
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



Integrated Testing with NCLEX-RN® Preparation Agreement

This Integrated Testing Agreement (the “Agreement”) is entered into as of the 1st day of May, 2012 by and between **Kaplan, Inc.**, a corporation organized under the laws of the State of Delaware, with offices at 395 Hudson Street, NY, NY 10014 (“Kaplan”) and **Rancho Santiago Community College District** on behalf of **Santa Ana College** (hereafter known as “SANTA ANA”) with its principal office at 1530 West 17th Street, Santa Ana, CA 92706 (each, a “party” and collectively, “parties”).

WHEREAS Kaplan has developed a test review program to prepare students and international nurses for the NCLEX-RN® examination (the “NCLEX-RN® Review Course”) and holds certain trademarks, copyrights and the know-how in the written and online materials (the “Course Materials”) and methods and processes relating to the NCLEX-RN® Review Course;

WHEREAS Kaplan has developed an series of tests designed to evaluate the nursing knowledge of students in an undergraduate program leading to RN licensure (the “Integrated Testing Program”) and holds certain trademarks, copyrights and the know-how in the written and online materials (the “Course Materials”) and methods and processes relating to the Integrated Testing Program;

WHEREAS, Kaplan has been conducting the NCLEX-RN® Review Course and Integrated Testing Program at the Kaplan Test Prep & Admission Centers, online, via home study, and on the campuses of various universities; and

WHEREAS, SANTA ANA desires to have Kaplan provide the Integrated Testing Program, Kaplan faculty for the NCLEX-RN® Review Course sessions to its students at SANTA ANA and Kaplan desires to provide such teaching faculty and staff, products and services in relation to the Integrated Testing Program and the NCLEX-RN® Review Course (“Deluxe Integrated Testing”) on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. KAPLAN’S OBLIGATIONS

During the Term of this Agreement and subject to the terms and conditions set forth below, Kaplan undertakes to:

1.1. Provide Integrated Testing with NCLEX-RN Review Course to SANTA ANA. This program is comprised of the Integrated Testing Program, NCLEX-RN® Question Bank (“Qbank”) and the NCLEX-RN® Review Course Classroom or Online.

1.1.1. Integrated Testing Program includes student access to standard secured tests, *The Basics* book, online student remediation, Dean’s summary of aggregate and individual student results and, student access to thirty (30) online unsecured Focused Review Tests with explanations.

- 1.1.2. Qbank is an online question bank of over 1,300 NCLEX-RN® exam-style questions which will be provided to students in their final semester of nursing school.
 - 1.1.3. NCLEX-RN® Review Course, given after graduation, includes *The Course Book*, online Question Trainer, Diagnostic and Readiness tests, 30 hours class time delivered via classroom or online, 3 (three) months access to online and Kaplan center study centers.
- 1.2. Provide SANTA ANA with one customized end-of-course integrated test per individual nursing school course without additional charge. The request for the customized test must be submitted in writing via email to Kaplan Nursing at the start of the semester/term the customized test is needed. Your Nurse Educator Consultant will assist you in score interpretation and best use.
- 1.3. Provide the Qbank to each nursing student enrolled with Kaplan through SANTA ANA.
- 1.4. Provide the NCLEX-RN® Review Course Classroom or Online to each nursing student enrolled with Kaplan through SANTA ANA.
- 1.5. Assign an experienced Nurse Educator Consultant to SANTA ANA for purposes of faculty training in the best use of resources and effective application of the Kaplan/LWW program components to the SANTA ANA curriculum. A maximum of two onsite visits will be scheduled by mutual agreement during the first year of the original contract term, with one annual onsite visit to occur each subsequent year of the original and renewal contract terms. Supplemental consultations and additional faculty training, conducted via webinar, will be scheduled upon request of SANTA ANA .
- 1.6. Provide SANTA ANA with immediate individual student test analysis and summary of aggregate results in real-time to measure performance against a national norm, for Integrated Tests that have completed norming.
- 1.7. Will deliver 8 sessions of live or online instruction or testing as scheduled at SANTA ANA or the Kaplan center. The type (classroom or online), schedule and location of classes will be determined by mutual agreement of both parties.
- 1.8. Provide a teacher(s) and pay all teaching expenses for Kaplan NCLEX-RN® Review Classroom classes scheduled at SANTA ANA or the Kaplan center. Rooms at SANTA ANA will be charged at the current rate.
- 1.9. Provide the Academic and Lab Administrators designated by SANTA ANA with training and support necessary to execute the functions of the Integrated Testing Program.
- 1.10. Provide one *The Basics* book for each student designated to be a participant in Integrated Testing program and for each SANTA ANA faculty member. *The Basics* book will be shipped in bulk to SANTA ANA within 10 days of both parties signing the Agreement.
- 1.11. Provide one Home Study Kit for each graduating nursing student enrolled in the Kaplan NCLEX-RN® Review Courses. Home Study Kits will be shipped in bulk within 10 days of the class start to SANTA ANA in numbers equal to the number of nursing students on the roster provide by SANTA ANA. The Home Study Kit consists of: *The Course Book* to review nursing content frequently tested on the NCLEX-RN® exam.

1.12. Arrange for the shipment of the product materials as described in 1.2 to the Client, such materials to be shipped and paid for according to Section 3 of this Agreement to the following address:

Becky Miller, MSN, RN
Associate Dean of Health Sciences
Nursing Program Director
Santa Ana College, R-213
1530 West 17th Street
Santa Ana, CA 92706
Phone: 714-564-6839
Fax: 714-564-6344
E-mail: miller_becky@sac.edu

1.13. Kaplan will allow SANTA ANA use of updated versions of the Review Course product without additional remuneration to Kaplan while the Terms and Conditions of this Agreement are in effect.

1.14. For the purposes of this Agreement, a Kaplan Program Participant is defined as any nursing student identified to Kaplan by SANTA ANA for whom Kaplan has received the payment of the Tuition Fee as described herein and whom SANTA ANA has deemed eligible for participation in the Deluxe Integrated Testing Program.

1.15. Kaplan may modify the Course Materials at Kaplan's sole discretion at any time without prior notice to SANTA ANA. Kaplan will nevertheless make reasonable efforts at its discretion to give advance notice to SANTA ANA of scheduled, substantive changes to the Course Materials.

2. SANTA ANA'S OBLIGATIONS

In connection with the teaching services to be provided by Kaplan and in addition to other SANTA ANA covenants contained herein, SANTA ANA undertakes to do the following:

2.1. Provide Kaplan with a written roster of Program Participants for each cohort at the start of each semester of the Integrated Testing program and again at least thirty (30) days in advance of their Review Course start date.

2.2. Administer the Integrated Tests as proctored exams in a supervised setting to guarantee the security of test materials.

2.3. Designate an Academic Administrator for the Integrated Testing Program.

2.4. 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.

3. COMPENSATION

- 3.1. In consideration of the teaching services and products to be provided by or on behalf of Kaplan during the Term of this Agreement, students who attend SANTA ANA shall pay Kaplan the tuition fees for the delivery of the Deluxe Integrated Testing Product (“Tuition Fees”) as set forth below in this Section 3.
- 3.2. The terms of this agreement apply to all of SANTA ANA’s active RN students during the period that the Integrated Testing program is in use. It is understood by all parties that the number of students beginning in any given cohort may change over time due to attrition or for other reasons. Only active RN students will be required to pay a tuition fee each semester.
- 3.3. Students who attend SANTA ANA will pay Kaplan a Tuition Fee of **one hundred and twelve** (US\$112.50) U.S. Dollars and fifty cents for a total of **four (4) semesters**. This sum shall be paid by each Program Participant each of four semesters to entitle the Program Participants to use the Kaplan and Lippincott, Williams & Wilkins Integrated Testing Program with NCLEX-RN[®] review course. SANTA ANA will send Kaplan a roster of enrolled students at the beginning of each semester. Kaplan will cross-reference the roster against a list of students who have paid their fees and notify SANTA ANA of any students who have not paid their fees.
- 3.4. All payments of Tuition Fees and other amounts due to Kaplan hereunder shall be made free and clear of any deductions or withholdings for taxes, levies, duties or charges of any kind. It is understood that despite any currency fluctuation, Kaplan shall receive all payments in U.S. dollars as set forth in this Section 3.

4. OWNERSHIP OF COURSE MATERIALS

Nothing contained herein shall constitute a grant to SANTA ANA or any third party of any license of or to the Course Materials. SANTA ANA acknowledges that the Course Materials and all intellectual property rights thereto, including copyrights in the written, electronic and oral materials prepared by, delivered or performed by or on behalf of Kaplan, are and shall remain the sole and exclusive property of Kaplan. If requested by Kaplan, SANTA ANA shall execute whatever documents may reasonably be required to confirm the ownership rights of Kaplan to any of Course Materials. SANTA ANA acknowledges and agrees that, without Kaplan’s prior written consent, it and its officers, employees and agents will not make any copies of or otherwise reproduce Course Materials which may be provided to SANTA ANA or Kaplan Program Participants under this Agreement, in part or in full, in any form or medium and will use best efforts to prevent Kaplan Program Participants from copying or otherwise reproducing the Course Materials. SANTA ANA shall promptly notify Kaplan if it becomes aware of any possible infringement of Kaplan’s ownership rights in and to the Course Materials and SANTA ANA shall cooperate with Kaplan in good faith in taking whatever legal or other action may be appropriate under the circumstances. SANTA ANA shall promptly return to Kaplan any unauthorized copies of Course Materials that come into its possession or control.

5. CONFIDENTIALITY AND PUBLICITY

SANTA ANA shall, during the term of this Agreement and also for three (3) years thereafter, keep in strict confidence and shall not use for any purposes other than for such purposes granted or permitted under this Agreement the execution of this Agreement itself and any substance thereof, and any confidential information of the other party that comes into its possession pursuant to, as a result of, or in the performance of this Agreement.

- 5.1.** The above confidentiality obligation shall not apply to any information that: (a) is generally known to the public without the default of the information-receiving party; (b) is independently developed by the information-receiving party; (c) the information-receiving party receives from a third party who has no confidential obligation for such information; (d) is already known to the receiving party prior to receipt of such information; or (e) is disclosed pursuant to the valid and verifiable legal process of a government agency or a court of law.
- 5.2.** Except as otherwise set forth herein, neither of the parties will issue any press release(s) or make any public announcement(s) relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the express prior written consent of the other party. For the purposes of this Agreement, discussions with potential Kaplan Program Participants in the normal course of business as contemplated by this Agreement shall not constitute a public announcement or press release.

6. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 6.1.** Kaplan warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; (c) to the best of its knowledge, no Course Materials used by Kaplan in providing the Program infringe any personal, intellectual property or other rights of any third party. Kaplan agrees to indemnify and hold harmless SANTA ANA and its trustees officers, employees and agents from and against all claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of Kaplan's breach of this Agreement, any breach of Kaplan's representations and warranties herein, or any claims resulting or arising out of or related to trademark, libel, defamation, copyright or patent infringement (right of publicity, right of privacy, defamation) or any other actions or claims relating to the use of the Course Materials.
- 6.2.** SANTA ANA warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; and (c) in performing its obligations hereunder, it will comply with all laws, rules and regulations of all governmental bodies having jurisdiction thereof. SANTA ANA agrees to indemnify and hold harmless Kaplan and its subsidiaries, affiliates, directors, shareholders, officers, employees and agents from and against all claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of its breach of this Agreement, any breach of its representations and warranties herein, or any claims resulting or arising out of or related to any injuries, damages or any other actions or claims, whether in contract, tort or any other theory of recovery, due to its negligence or malfeasance in operating, maintaining, servicing or otherwise controlling or owning the premises on or off-campus where Kaplan is providing the NCLEX-RN[®] Review Course.
- 6.3.** 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 non-performance 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.

7. TERM AND TERMINATION

- 7.1.** This Agreement shall remain in full force and effect commencing on the date first above written and terminating two years later thereof (the “Term”) unless earlier terminated as provided in this Section 7.
- 7.2.** If either party (i) fails to make any payment of money to the other party when due hereunder; or (ii) materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching party (except for a failure to pay monies owed, in which case such period shall be ten (10) days), then the non-breaching party may, in addition to whatever remedies it may have at law or otherwise arising out of such breach, elect to terminate this Agreement, in whole or in part, in which event the non-breaching party shall be entitled to cease performance of the terminated portion of the Agreement and all amounts owed hereunder shall become immediately due and payable.
- 7.3.** In the event either party becomes insolvent, is adjudicated bankrupt or otherwise is unable to meet its financial commitments as they become due, or is subject to voluntary or involuntary dissolution proceedings, the other party may elect to terminate this Agreement by giving the insolvent party written notice of such election, such notice to be effective upon receipt unless otherwise provided therein.
- 7.4.** If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to, the Center for Medicare and Medicaid Services (CMS), the Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes either party's tax status or otherwise materially affects either party's business, the Board of Trustees (Directors) of either party (or authorized manager if unincorporated) in its reasonable discretion may terminate this Agreement with such notice as it deems appropriate.
- 7.5.** Upon termination of this Agreement, including any early termination, SANTA ANA shall, within ten (10) business days of any such termination, at its sole expense, deliver to Kaplan all of the Course Materials then in its possession or control and shall cease to make any of the Course Materials available to Kaplan Program Participants, SANTA ANA students or any other persons immediately upon any such termination.

8. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law provisions.

9. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING AS A RESULT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF KAPLAN, IN NO EVENT SHALL KAPLAN BE LIABLE TO SANTA ANA FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT KAPLAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL KAPLAN'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO KAPLAN BY SANTA ANA HEREUNDER.

10. DISCLAIMER OF WARRANTIES

EXCEPT AS SPECIFIED IN THIS AGREEMENT, KAPLAN MAKES NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR OPERATION OF ITS WEBSITES AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER.

11. GENERAL PROVISIONS

- 11.1.** This Agreement shall be binding on, and enforceable against, each of the signatories hereto as of the date first above written.
- 11.2.** SANTA ANA shall not, directly or indirectly, sell, transfer or assign, in whole or in part, convey, pledge, encumber or otherwise dispose of this Agreement or any of its rights and obligations hereunder without the prior consent in writing of Kaplan.
- 11.3.** The captions and headings in this Agreement have been inserted solely for convenience of reference and shall not affect the interpretation of this Agreement.
- 11.4.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided hereof in writing and signed by proper and duly authorized representative of the party to be bound thereby.
- 11.5.** Any written notice permitted or required by this Agreement shall be sent or delivered to the party to receive the same by Federal Express, DHL or other carrier, charges prepaid, or by facsimile transmission (including confirmation thereof) as set forth below (or as otherwise shall be designated by like notice):

If to Kaplan:

Kaplan Test Prep
1440 Broadway, 8th floor
New York, NY 10018
Attention: Jon Zeitlin
Fax: 212-208-2691

with a copy to:

Kaplan Test Prep and Admissions
1440 Broadway, 8th floor
New York, NY 10108
Attention: Division Counsel

If to SANTA ANA:
Becky Miller, MSN, RN
Associate Dean of Health Sciences
Nursing Program Director
Santa Ana College, R-213
1530 West 17th Street
Santa Ana, CA 92706
Phone: 714-564-6839
Fax: 714-564-6344
E-mail: miller_becky@sac.edu

Any notice shall be deemed given on the date of receipt thereof.

11.6. Kaplan and SANTA ANA are entering this Agreement as independent contractors, each with certain rights and obligations as set forth herein. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between Kaplan and SANTA ANA. Kaplan acknowledges no employer's taxes will be withheld from compensation paid by SANTA ANA. Neither Kaplan nor any employees of Kaplan shall be entitled to any employee benefits which are from time to time paid or made available by SANTA ANA to qualified employees.

11.7. Kaplan shall not be liable for any damages caused by its failure or delay in performing its duties hereunder if such failure was due to causes beyond Kaplan's control, including, but not limited to, acts of God, acts of public enemy, acts of U.S. or foreign government, fires floods, earthquakes, epidemics, strikes, embargoes, or severely inclement weather condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

KAPLAN, INC.

By: _____ Date _____
Jonathan Zeitlin, General Manager
Kaplan Nursing

Santa Ana College

By: _____ Date _____

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

Appendix A

Estimated number of students and associated pricing

Santa Ana College

start date	Jan, 2011	Aug, 2011	Jan, 2012	Aug, 2012	Jan, 2013	Aug, 2013	Jan, 2014	
Cohort Grad Date	Dec., 2012	May, 2013	Dec, 2013	May, 2014	Dec, 2014	May, 2015	Dec, 2013	
Billing Period								Total per semester
Sept., 2012	48	59	36	60				\$22,838
Jan., 2013		57	48	58	36			\$22,388
Sept., 2013			48	56	32	60		\$22,050
Jan., 2014				54	48	58	36	\$22,050
Cost per semester	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	
Cost per student this contract	\$112.50	\$225.00	\$337.50	\$450.00	\$337.50	\$225.00	\$112.50	
Total cost per student	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	
Cohort cost this contract	\$5,400.00	\$13,050.00	\$14,850.00	\$25,650.00	\$13,050.00	\$13,275.00	\$4,050.00	
Total contract value								\$89,325

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – STUDENT SERVICES**

To:	Board of Trustees	Date: April 23, 2012
Re:	Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Fall 2011	
Action:	Request for Confirmation	

BACKGROUND

Attached is a list of students who have completed coursework at Santa Ana College leading to the Associate Degree and/or Certificate for fall 2011.

ANALYSIS

Santa Ana College awarded 391 Associate Degrees at the conclusion of the fall 2011 semester, 272 Associate in Arts and 119 Associate in Science. This is down two degrees from fall 2010 in which 393 Associate Degrees were conferred. The area that showed significant increase was Liberal Arts which increased from 152 degrees awarded in fall 2010 to 173 degrees awarded in fall 2011. The area that showed the most significant decrease was Nursing – Reg. Nursing which decreased from 56 degrees awarded in fall 2010 to 42 degrees awarded in fall 2011.

Santa Ana College awarded 324 Certificates of Achievement/Accomplishment at the conclusion of the fall 2011 semester. This is down 11 certificates from fall 2010 in which 335 Certificates of Achievement/Accomplishment were conferred. The area with the most significant increase in certificates was CSU General Education which awarded 145 certificates at the conclusion of fall 2011 which increased from the 130 certificates awarded at the conclusion of fall 2010.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the recipients of the Santa Ana College Associate Degrees and Certificates awarded in fall 2011 as presented.

Fiscal Impact:	None	Board Date: April 23, 2012
Prepared by:	Mark C. Liang, J.D., Associate Dean, Admissions and Records Sara Lundquist, Ph.D., Vice President, Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

List of Graduates for 2011FA

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>DEGREE</u>	<u>MAJOR</u>	<u>HONORS</u>	<u>TERM</u>	<u>GPA</u>
Abe	Yumiko	AA	Liberal Arts	Honors	2011FA	3.64
Acedo	Jon	AA	Liberal Arts	High Honors	2011FA	3.83
Aguero	Miguel	AA	Liberal Arts		2011FA	3
Alcantar	Benjamin	AS	Occupational Therapy Assistant		2011FA	3.05
Alimagno	Maria	AS	Occupational Therapy Assistant	Honors	2011FA	3.69
	Danny					
Alvarez	Jesse	AS	Fire Technology Public Fire Service		2011FA	2.52
Amezola	Evelyn	AA	Community and Social Services		2011FA	3.26
Amos	Andrew	AA	Liberal Arts		2011FA	3.39
Andrews	Alicia	AA	Speech Language Pathology Assistant	High Honors	2011FA	3.78
Araoz	Matt	AS	Fire Technology Public Fire Service		2011FA	2.64
Arteaga	Vicky	AA	Liberal Arts		2011FA	3.43
Asrat	Betelihem	AA	Liberal Arts		2011FA	3.26
Aultman	Scott	AS	Registered Nursing		2011FA	3.05
Avila	Lilian	AA	Community and Social Services		2011FA	2.97
Baker	Brenda	AS	Registered Nursing	Honors	2011FA	3.56
Banos	Karelia	AA	Speech Language Pathology Assistant	Honors	2011FA	3.7
Barrera	Melina	AA	Liberal Arts		2011FA	2.9
Baun	Annamarie	AS	Occupational Therapy Assistant		2011FA	3.19
Bautista	Alicia	AA	Liberal Arts		2011FA	3.16
Baxter	Pearl	AA	Liberal Arts		2011FA	2.6
Benavidez	Angel	AA	Liberal Arts	Honors	2011FA	3.76
Benito	Freddie	AA	Liberal Arts		2011FA	2.56
Bermudez	Cristina	AS	Registered Nursing		2011FA	2.73
Bird	Malia	AA	Paralegal	Honors	2011FA	3.53
Bock	Julia	AS	Occupational Therapy Assistant		2011FA	2.85
Borath	Roumduol	AA	Liberal Arts		2011FA	2.33
Bowman	Ronald	AA	Paralegal		2011FA	3.24
Brakefield	Joshua	AS	Fire Technology Public Fire Service		2011FA	2.79
Brito	Robert	AA	Geography		2011FA	2.91
Broughman	Michelle	AS	Medical Assistant		2011FA	3.3
Bruno	Amy	AA	Management	Honors	2011FA	3.55
Buckley	Haley	AS	Registered Nursing		2011FA	2.62
Buraglia	Jeremy	AA	Liberal Arts		2011FA	3.46
Bustos	Victor	AA	Liberal Arts		2011FA	2.88
		AA	Sociology		2011FA	2.88
Cabrera	Francisco	AA	Liberal Arts		2011FA	3.4
Cabrera	Melannie	AA	Community and Social Services	Honors	2011FA	3.7
		AA	Liberal Arts	Honors	2011FA	3.7
		AA	Psychology	Honors	2011FA	3.7
Calleja	Larixa	AA	Liberal Arts		2011FA	3.44
Camarena	Esmeralda	AA	Liberal Arts	High Honors	2011FA	3.84
Camarrillo	Jose	AS	Biology		2011FA	3.03
		AS	Chemistry		2011FA	3.03
		AS	Math		2011FA	3.03
		AS	Physics		2011FA	3.03
Caminos	Anna	AA	Liberal Arts		2011FA	3.39
Campa	Ulises	AA	Business Administration		2011FA	2.66
Campos	Rudy	AS	Occupational Therapy Assistant		2011FA	2.45
Cantorán	Onesimo	AA	Liberal Arts		2011FA	3.05
Cao	John	AA	Geography		2011FA	3.08
		AA	Liberal Arts		2011FA	3.08

Carlson	Marcella	AS	Registered Nursing		2011FA	3.47
Castillo	Crystal	AA	Liberal Arts		2011FA	2.91
		AS	Science		2011FA	2.91
Castro	Caroline	AS	Occupational Therapy Assistant	High Honors	2011FA	3.98
Castro	Edgar	AA	Liberal Arts		2011FA	2.79
Castro	Jennifer	AA	Liberal Arts		2011FA	3.03
Castro	Kayla	AS	Occupational Therapy Assistant		2011FA	2.51
Chang	Jane	AS	Registered Nursing		2011FA	3.27
Chaviano	Bethania	AA	Business Administration		2011FA	3.4
		AA	Liberal Arts		2011FA	3.4
Chen	Reychia	AA	Liberal Arts		2011FA	2.79
Chene	Kyle	AA	Liberal Arts		2011FA	3.09
		AS	Engineering Computer Aided Drafting and Design	Honors	2011FA	3.51
Chu	Kinh	AS	Occupational Therapy Assistant		2011FA	2.41
Clay	Natasha	AS	Occupational Therapy Assistant		2011FA	2.41
Comparan	Maria	AA	Liberal Arts		2011FA	3.16
Contreras	Candelaria	AA	Liberal Arts		2011FA	2.8
Cook	Carl	AS	Occupational Therapy Assistant		2011FA	2.75
Corona	Daniel	AA	Business Management		2011FA	2.19
Corona	Hector	AA	Liberal Arts		2011FA	3.16
Corona	Jose	AA	Business Administration	Honors	2011FA	3.68
		AA	Liberal Arts	Honors	2011FA	3.68
Courcier	Amy	AS	Registered Nursing		2011FA	2.87
Covarrubias	Julio	AS	Automotive Technology		2011FA	3.35
		AA	Liberal Arts		2011FA	3.35
Culbertson	Michelle	AA	Liberal Arts		2011FA	3.26
Dam	Loi	AA	Business Administration		2011FA	2.65
Daschbach	Tracey	AA	Library Technology		2011FA	2.57
De la Cruz	Jorge	AS	Science		2011FA	2.92
De Rosas	Teresa	AA	Liberal Arts		2011FA	3.39
Debaca	Kyle	AS	Fire Technology Public Fire Service	Honors	2011FA	3.61
Deemer	Alyssa	AS	Medical Assistant		2011FA	2.78
Deis	Andrea	AA	Criminal Justice		2011FA	2.65
Del Rosario	Lilibeth	AA	Speech Language Pathology Assistant	High Honors	2011FA	3.84
Delancellotti	Mark	AA	Liberal Arts		2011FA	3
Delatorre	Hector	AA	Liberal Arts		2011FA	2.65
Delisi	Joseph	AA	Liberal Arts		2011FA	3.27
Demesa	Sairy	AA	Liberal Arts		2011FA	2.96
Diaz	Salvador	AA	Liberal Arts		2011FA	2.98
Dieu	Tien	AA	Management		2011FA	3.48
Do	Yen	AA	Liberal Arts		2011FA	3.13
		AS	Medical Assistant		2011FA	3.13
Doan	Anette	AS	Medical Assistant		2011FA	3.04
Doan	Can	AS	Registered Nursing		2011FA	3.07
Doan	My	AS	Registered Nursing		2011FA	3.34
Doherty	Erin	AS	Occupational Therapy Assistant		2011FA	2.62
Dolan	Stephanie	AS	Occupational Therapy Assistant		2011FA	2.95
Doppenberg	Arend	AS	Pharmacy Technology		2011FA	3.14
Duong	Linda	AA	Business Administration		2011FA	2.85
		AA	Liberal Arts		2011FA	2.85
Duong	Mickey	AA	Liberal Arts		2011FA	2.97
Dy	Christie	AA	Speech Language Pathology Assistant		2011FA	3.02
Elms	Nick	AA	Liberal Arts		2011FA	2.79
Escolero	Reina	AS	Registered Nursing		2011FA	2.64
Eskue	Tasha	AA	Liberal Arts		2011FA	3.2

Evangelista III	John	AA	Liberal Arts		2011FA	3.39
Figueroa	Genaro	AA	Criminal Justice		2011FA	3.11
		AA	Liberal Arts		2011FA	3.11
Flores	Jessica	AA	Liberal Arts		2011FA	3.1
Flores						
Martinez	Alejandra	AS	Medical Assistant	Honors	2011FA	3.77
Fonseca	Carlos	AA	Liberal Arts		2011FA	3.41
Fritz	MacKenzie	AS	Occupational Therapy Assistant		2011FA	3.17
Gaal	Joshua	AS	Registered Nursing		2011FA	3.2
Galindo	Christopher	AS	Fire Technology Public Fire Service	Honors	2011FA	3.71
		AA	Liberal Arts	Honors	2011FA	3.71
Galindo	Rafael	AA	Business Administration		2011FA	3.36
		AA	Liberal Arts		2011FA	3.36
Galla Rini	Davese	AS	Registered Nursing		2011FA	2.33
Gallardo	Marycruz	AA	Liberal Arts		2011FA	2.35
Gammon	John	AS	Fire Technology Public Fire Service		2011FA	2.94
Garcia	Art	AA	History		2011FA	
		AA	Liberal Arts		2011FA	
Garcia	Rosa	AS	Registered Nursing		2011FA	2.83
Garza	Armando	AA	History		2011FA	3.26
Gaspar	Betsabe	AA	Liberal Arts	Honors	2011FA	3.57
		AS	Science	Honors	2011FA	3.57
Gasteiger	Samantha	AS	Registered Nursing	Honors	2011FA	3.61
Gentry	Toshika	AA	Liberal Arts		2011FA	3.25
Gerakos	Nicholas	AS	Fire Technology Public Fire Service		2011FA	3.23
Gesulga	James	AS	Registered Nursing		2011FA	3.18
Ghaznavi	Ameerah	AA	Liberal Arts	High Honors	2011FA	3.83
Giang	Hung	AA	Liberal Arts	Honors	2011FA	3.57
Gil	James	AA	Liberal Arts		2011FA	3.46
Gomez	Steven	AA	Liberal Arts		2011FA	3.43
Gonzalez	Johana	AA	Paralegal		2011FA	3.15
Gonzalez	Jose	AA	Liberal Arts		2011FA	2.63
Gonzalez	Terry	AA	Speech Language Pathology Assistant		2011FA	2.7
Graham	Erin	AS	Registered Nursing		2011FA	3.29
Griffin	Jeneen	AS	Occupational Therapy Assistant	High Honors	2011FA	3.83
Guereca	Francisco	AA	Liberal Arts		2011FA	3.2
Guerrero	Emmanuel	AA	Geography		2011FA	3.14
Guillen	Maria	AA	Liberal Arts		2011FA	2.58
Guillen	Sandra	AA	Liberal Arts		2011FA	2.55
Gutierrez	Andrea	AA	Liberal Arts		2011FA	2.75
Gutierrez	Claudia	AA	Liberal Arts		2011FA	2.84
Gutierrez	Gonzalo	AA	Liberal Arts		2011FA	2.8
Guzman	Azucena	AA	Liberal Arts		2011FA	2.19
Guzman	Ryan	AA	Liberal Arts		2011FA	2.41
Guzman	Sonia	AA	Speech Language Pathology Assistant		2011FA	3.49
Guzman						
Galvez	Fabian	AA	Community and Social Services		2011FA	2.77
Hall	Andrea	AS	Registered Nursing		2011FA	2.85
Hamilton	Tiffany	AA	Liberal Arts		2011FA	2.88
Hargrove	Hayley	AS	Occupational Therapy Assistant	Honors	2011FA	3.52
Harris	Don	AA	Liberal Arts		2011FA	3.25
Heimann	John	AA	Liberal Arts		2011FA	2.54
Hemingway	John	AA	Liberal Arts	Honors	2011FA	3.69
Henderson	Jamie	AS	Occupational Therapy Assistant	Honors	2011FA	3.75
Hernandez	Annabel	AA	Liberal Arts		2011FA	3.01
Hernandez	Kevin	AA	Liberal Arts		2011FA	2.78

Heske	Amanda	AA	Library Technology	Honors	2011FA	3.58
Hicks	Brian	AS	Fire Technology Public Fire Service		2011FA	3.06
Hitchcock	Julie	AA	Liberal Arts	High Honors	2011FA	3.85
Hoang	Phat	AS	Science	Honors	2011FA	3.63
Howell	Natalia	AA	Liberal Arts		2011FA	2.07
Hsu	Connie	AA	Speech Language Pathology Assistant		2011FA	2.93
Hua	Hieu	AS	Pharmacy Technology	Honors	2011FA	3.53
Huaman	Roberto	AS	Registered Nursing		2011FA	2.76
Huynh	Nhung	AA	Business Administration	Honors	2011FA	3.48
Inga	Miguel	AA	Accounting		2011FA	2.94
Iriarte	Manuel	AA	Liberal Arts	High Honors	2011FA	3.85
Islam	Md	AA	Criminal Justice		2011FA	3.16
Jech	Christa	AA	Library Technology		2011FA	2.92
Johns	Brittany	AA	Paralegal		2011FA	2.76
Johnson	Steven	AS	Fire Technology Public Fire Service		2011FA	3.15
Juarez	Juana	AA	Liberal Arts	Honors	2011FA	3.77
Jung	Bokyung	AA	Liberal Arts		2011FA	2.66
Kaessner	Ryan	AS	Fire Technology Public Fire Service		2011FA	3.1
Karaiskos	David	AA	Business Administration		2011FA	2.85
Kato	Misa	AS	Medical Assistant		2011FA	2.75
Kawata	Bryan	AA	Liberal Arts	Honors	2011FA	3.75
Kelterborn	Courtland	AS	Registered Nursing		2011FA	2.99
Kerckhoff	Carl	AS	Automotive Technology	Honors	2011FA	3.73
Khalili	Daniel	AS	Fire Technology Public Fire Service		2011FA	3.13
Kirchner	Nelly	AS	Registered Nursing		2011FA	3.38
Krawchuk	Karol	AA	Liberal Arts		2011FA	3.66
Lam	Lai	AA	Accounting		2011FA	2.38
Lappin	Amanda	AA	Liberal Arts		2011FA	3.2
Lara	Jessica	AA	Liberal Arts		2011FA	2.99
Laredo	Alvaro	AA	Liberal Arts		2011FA	3.05
Le	Vinh	AS	Registered Nursing		2011FA	3.22
Lechuga	Rachel	AA	Liberal Arts		2011FA	3.18
Leglar	Crystal	AA	Accounting	Honors	2011FA	3.67
Linehan	Kevin	AS	Fire Technology Public Fire Service		2011FA	2.99
Lopez	Chrystee	AA	Liberal Arts		2011FA	2.56
Lyons	Michael	AS	Fire Technology Public Fire Service		2011FA	2.63
Madrid	Tyler	AA	Liberal Arts		2011FA	2.47
Maldonado	Hector	AA	Psychology		2011FA	2.97
Manuel	Carl	AA	Liberal Arts		2011FA	2.63
Maranan	Henry	AA	Accounting		2011FA	3.95
Martinez	Guadalupe	AA	Liberal Arts		2011FA	2.62
Martinez	Josue	AA	Art Digital Media		2011FA	3.13
Martinez	Lynn	AA	Liberal Arts		2011FA	2.92
Martyn	Lucila	AA	Accounting		2011FA	2.87
Mathews	Tiffany	AA	Business Administration		2011FA	2.6
Matsumoto	Mayu	AA	Liberal Arts		2011FA	3.41
Medina	Alondra	AA	Liberal Arts		2011FA	2.88
Medina	Yunuen	AA	Liberal Arts		2011FA	3.21
Medrano	Raymond	AA	Liberal Arts		2011FA	2.17
Meeks	Marvin	AA	Liberal Arts		2011FA	2.56
Melroy	Hasti	AS	Occupational Therapy Assistant		2011FA	3.23
Mendez Flores	Lydia	AA	Liberal Arts		2011FA	3.36
Mendoza	Ana	AA	Community and Social Services		2011FA	2.97
Mendoza	Antonio	AA	Liberal Arts		2011FA	3.09
Miller	Jeremy	AS	Registered Nursing		2011FA	3.34

Miran	Joan-Ruth	AS	Registered Nursing		2011FA	2.12
Mitzel	Brian	AA	Liberal Arts		2011FA	2.96
Molina	Carolina	AS	Registered Nursing		2011FA	3.25
Montelongo	Andre	AS	Registered Nursing		2011FA	3.08
Montgomery	Michelle	AS	Registered Nursing		2011FA	2.74
Montoya	Branden	AA	Liberal Arts		2011FA	2.92
Moreno	Eric	AA	Liberal Arts		2011FA	2.93
Moya	Matthew	AA	Liberal Arts		2011FA	3
Mueller	Karen	AS	Occupational Therapy Assistant	Highest Honors	2011FA	4
Muhamed	Trohier	AA	Business Administration		2011FA	3.46
Mujica	Roger	AA	Liberal Arts		2011FA	3.09
Muniz	Antonio	AS	Engineering Industrial Technology		2011FA	3.36
Munoz	Susan	AA	Liberal Arts		2011FA	2.58
Mustafa	Akeelie	AA	Liberal Arts		2011FA	2.44
Naderi	Claudia	AA	Speech Language Pathology Assistant		2011FA	3.06
Nagatomo	Narumi	AS	Medical Assistant		2011FA	3.34
Najera	Rafael	AA	Liberal Arts		2011FA	2.8
Nambar	Raymond	AS	Registered Nursing		2011FA	2.69
Narez	Andrei	AA	Liberal Arts		2011FA	3.49
		AA	Psychology		2011FA	3.49
Nau	Janet	AA	Paralegal		2011FA	3.02
Nava	Carmen	AA	Liberal Arts		2011FA	2.67
Nava	Jennifer	AA	Liberal Arts		2011FA	2.47
Nazareth	Veronica	AS	Registered Nursing		2011FA	2.33
Ngayan	Derek	AA	Criminal Justice		2011FA	3.1
Nguyen	Alexis	AA	Business Administration		2011FA	3.55
Nguyen	An	AA	Liberal Arts		2011FA	3.4
		AS	Science		2011FA	3.4
Nguyen	Dang	AA	Business Administration		2011FA	3.2
		AA	Liberal Arts		2011FA	3.2
Nguyen	Hillary	AA	Business Administration		2011FA	3.23
		AA	Liberal Arts		2011FA	3.23
Nguyen	Jenny	AA	Liberal Arts		2011FA	3.29
Nguyen	Kimberly	AA	Fashion Merchandising		2011FA	3.22
Nguyen	Lam	AA	Liberal Arts	Honors	2011FA	3.5
Nguyen	Lan	AA	Liberal Arts		2011FA	3.36
Nguyen	Lien	AA	Business Administration	High Honors	2011FA	3.91
			Engineering Computer Aided Drafting and Design			
Nguyen	Loc	AS	Design		2011FA	2.6
Nguyen	Luat	AS	Medical Assistant		2011FA	3.43
Nguyen	Ngoc	AA	Liberal Arts		2011FA	3.33
Nguyen	Phuc	AA	Business Administration		2011FA	3.21
Nguyen	Tam	AS	CNC Lathe Set Up and Operation		2011FA	2.89
Nguyen	Tina	AS	Registered Nursing		2011FA	3.08
Nguyen	Trinh	AS	Chemistry		2011FA	3.46
		AA	Liberal Arts		2011FA	3.46
Oleole	Justin	AS	Fire Technology Public Fire Service		2011FA	3.19
Oneill	Thomas	AS	Fire Technology Public Fire Service		2011FA	2.95
Onofre	Luis	AA	Liberal Arts		2011FA	3.26
Orellana	Jacqueline	AA	Liberal Arts		2011FA	3.1
Ortega	Melissa	AA	Liberal Arts		2011FA	3.1
Oseguera	Lucila	AA	Criminal Justice		2011FA	3.14
		AA	Liberal Arts		2011FA	3.14
Osorio	Arlene	AA	Sociology		2011FA	2.52
Padilla	Danielle	AA	Liberal Arts		2011FA	3.19

Padilla	Julio	AA	Liberal Arts		2011FA	2.97
Padilla	Ryan	AA	Liberal Arts		2011FA	2.55
Palacios	Jesenia	AA	Liberal Arts		2011FA	3.39
Pan	Hui	AA	Art		2011FA	2.92
Paniagua	Gregory	AS	Fire Technology Public Fire Service		2011FA	2.11
Partida	Miguel	AA	Criminal Justice		2011FA	2.59
Patino	Edgar	AA	Liberal Arts		2011FA	2.41
Pavon	Zadoth	AA	Criminal Justice		2011FA	2.98
Pedraza						
Espitia	Maria	AA	Human Development Preschool Child	High Honors	2011FA	3.82
		AA	Liberal Arts	High Honors	2011FA	3.82
Pedroza	Joel	AA	Liberal Arts		2011FA	3.21
Pedroza	Travonne	AA	Paralegal		2011FA	2.92
Pelachik	Martha	AA	Speech Language Pathology Assistant		2011FA	3.4
Perez	Henry	AS	Registered Nursing		2011FA	2.91
Perez	Joaquin	AS	Registered Nursing		2011FA	3.22
Pfeifer	Nancy	AS	Registered Nursing	Honors	2011FA	3.71
Pham	Brian	AA	Liberal Arts		2011FA	3.43
Pham	Duong	AA	Criminal Justice		2011FA	2.8
Pham	Long	AA	Liberal Arts		2011FA	3.29
Pham	Sandy	AA	Business Applications & Technology	Honors	2011FA	3.51
Pham	Vi	AA	Liberal Arts		2011FA	3.49
Phan	Minh Hieu	AS	Pharmacy Technology	Honors	2011FA	3.68
Ponce	Yeymi	AA	Liberal Arts		2011FA	2.37
Poole	Dane	AA	Liberal Arts		2011FA	2.67
Portillo	Carol	AA	Liberal Arts	Honors	2011FA	3.63
Portugal						
Guardia	Mario	AA	Paralegal		2011FA	3.31
Pradhan	Shalina	AS	Registered Nursing	Honors	2011FA	3.69
Prentiss	Neal	AS	Registered Nursing		2011FA	3.08
Rambayon	Arlyn	AA	Liberal Arts		2011FA	3.31
Ramirez	Berenice	AA	Liberal Arts		2011FA	2.48
Ramirez	Cesar	AA	Liberal Arts		2011FA	3.21
		AA	Psychology		2011FA	3.21
Ramirez	Christina	AA	Sociology		2011FA	2.35
Ramirez	Leonel	AA	Liberal Arts		2011FA	3.32
Ramos	Edna	AA	Liberal Arts		2011FA	3.32
Recinos	Ligia	AA	Community and Social Services		2011FA	3.04
Reda	Dylan	AA	Liberal Arts		2011FA	2.4
Rendon	Jeremy	AA	Liberal Arts		2011FA	3.4
Resendiz	Griselda	AA	Community and Social Services		2011FA	3.17
Resendiz	Rosa	AA	Speech Language Pathology Assistant		2011FA	3.44
Rivera	Jose	AS	Automotive Technology		2011FA	3.03
Rodriguez	Daisy	AA	Liberal Arts		2011FA	2.73
Romo	Stacy	AA	Accounting		2011FA	3.54
Rugeley	Susanne	AS	Pharmacy Technology		2011FA	2.62
Saffo	Wendy	AA	Speech Language Pathology Assistant		2011FA	3.01
Salazar	Carol	AA	Liberal Arts		2011FA	3.26
Salazar	Claudia	AA	Liberal Arts		2011FA	3.28
Saldana	Denise	AA	Liberal Arts		2011FA	2.9
Salvador	Mary Franz	AS	Registered Nursing	Honors	2011FA	3.53
Samonte	Julius	AS	Occupational Therapy Assistant		2011FA	3.06
Sanchez	Joanna	AA	Liberal Arts		2011FA	2.75
Sanchez	Juan	AA	Criminal Justice		2011FA	2.32
Sandoval	Evelyn	AS	Medical Assistant	Honors	2011FA	3.52
Santagadea	Jacqueline	AA	Liberal Arts		2011FA	2.71

Sato	Bradley	AA	Criminal Justice		2011FA	2.45
Schuyler	Eric	AA	Liberal Arts		2011FA	3.17
Segura	Alfredo	AA	Criminal Justice		2011FA	3.31
Self	Kelly	AS	Registered Nursing		2011FA	2.92
Serna Laris	Nancy	AA	Liberal Arts	Honors	2011FA	3.66
Shimizu	Ashley	AA	Liberal Arts		2011FA	2.83
Silva	Marytza	AA	Community and Social Services		2011FA	2.99
Solorzano	Senddy	AA	Psychology		2011FA	3.27
Song	Alex	AA	Liberal Arts		2011FA	2.13
Soto	Cindy	AA	Liberal Arts		2011FA	3.49
Strand	Cathie	AA	Speech Language Pathology Assistant	Honors	2011FA	3.76
Sturgeon	Sarah	AA	Accounting	Honors	2011FA	3.78
Tarkington	Ann	AA	Speech Language Pathology Assistant		2011FA	2.68
Telumbre	Daniel	AS	Science		2011FA	3.15
Thissell	Michael	AA	Liberal Arts		2011FA	3.39
Thomas	Robert	AS	Fire Technology Public Fire Service		2011FA	3.04
Thunyakij	Kritsana	AA	Liberal Arts		2011FA	3.37
		AS	Science		2011FA	3.37
Tieu	Catherine	AS	Registered Nursing		2011FA	2.72
Torres	Lorena	AA	Liberal Arts		2011FA	2.04
Tran	Henry	AA	Liberal Arts		2011FA	3.42
				Highest Honors		
Tran	Hoa	AA	Business Administration		2011FA	4
Tran	Nhat Anh	AA	Liberal Arts		2011FA	3.35
		AA	Social Science		2011FA	3.35
Tran	Tien	AS	Medical Assistant		2011FA	3.12
Trejo	Johana	AA	Business Administration		2011FA	2.91
Trinidad	Derek	AS	Fire Technology Public Fire Service		2011FA	3.25
Truong	Tony	AS	Occupational Therapy Assistant		2011FA	3.23
Tuladhar	Bipna	AA	Business Administration	Honors	2011FA	3.53
		AA	Management	Honors	2011FA	3.53
Ung	Tommy	AA	Liberal Arts		2011FA	3.03
Ureno	Claudia	AA	Liberal Arts		2011FA	2.85
		AS	Registered Nursing		2011FA	2.85
Valdez	Adali	AA	Liberal Arts		2011FA	2.24
Valencia	Maria	AS	Medical Assistant		2011FA	3.15
Valladares	Juliana	AA	Liberal Arts		2011FA	2.16
Vallejo	Cesar	AA	Liberal Arts		2011FA	3.09
		AA	Television/Video Communications		2011FA	3.09
Van Kirk	Brittany	AA	Speech Language Pathology Assistant		2011FA	3.25
Vannetter	Fred	AS	Fire Technology Public Fire Service		2011FA	3.06
Vanselow	Jamie	AS	Registered Nursing		2011FA	2.76
Vargas	Mayra	AA	Community and Social Services		2011FA	3.46
Vargas	Sandra	AA	Liberal Arts		2011FA	2.7
Vazquez	Genessis	AA	Liberal Arts		2011FA	3.27
Vigil	Erin	AA	Business Applications & Technology		2011FA	3.86
Villa	Lourdes	AS	Registered Nursing	Honors	2011FA	3.61
Villa	Roberto	AA	Art Digital Media		2011FA	2.15
Villafuerte	Olga	AS	Registered Nursing		2011FA	2.86
Villagomez	Hector	AA	Liberal Arts		2011FA	2.63
Villalobos	Alan	AA	Liberal Arts - University Transfer Studies		2011FA	2.31
Villanueva	Ingrid	AA	Liberal Arts		2011FA	2.63
Villegas	Jose	AA	Liberal Arts		2011FA	2.18
Villegas	Mary	AA	Liberal Arts		2011FA	2.66

Vo	Andy	AS	Chemistry	Honors	2011FA	3.5
VU	Hung	AA	Liberal Arts		2011FA	3.3
VU	Tiffany	AS	Registered Nursing		2011FA	3.49
Walter	Marcela	AA	Human Development Preschool Child	High Honors	2011FA	3.96
		AA	Liberal Arts	High Honors	2011FA	3.96
Warren	Brittney	AS	Occupational Therapy Assistant		2011FA	2.11
Williams	Kori	AA	Speech Language Pathology Assistant		2011FA	2.99
Worley	Cory	AS	Fire Technology Public Fire Service		2011FA	2.48
Yankus	Joshua	AS	Occupational Therapy Assistant		2011FA	3.19
Ybarra	Jennifer	AS	Registered Nursing		2011FA	3.3
Zabala	Edda	AA	Journalism - Broadcast Emphasis	High Honors	2011FA	3.9
		AA	Liberal Arts	High Honors	2011FA	3.9
Zansler	Katiann	AA	Liberal Arts	Honors	2011FA	3.56
Zayas	Robert	AA	Liberal Arts		2011FA	2.76
Zelaya	Diana	AA	Liberal Arts	Honors	2011FA	3.73
Zuniga	Cynthia	AA	Liberal Arts		2011FA	2.92

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>AWARD</u>	<u>MAJOR</u>	<u>TERM</u>	<u>GPA</u>
Abe	Yumiko	CA	CSU General Education	2011FA	3.64
Acedo	Jon	CA	CSU General Education	2011FA	3.83
Aguirre	Nancy	CA	CSU General Education	2011FA	3.75
Alfaro	Alfredo	CA	3D Animation Art Emphasis	2011FA	2.97
Alferez	Daniel	CA	CSU General Education	2011FA	3.23
	Danny				
Alvarez	Jesse	CA	Fire Technology Public Fire Service	2011FA	2.52
Amos	Andrew	CA	CSU General Education	2011FA	3.39
Antano	Alejandro	CA	Automotive Chassis Service	2011FA	2.85
Arteaga	Vicky	CA	CSU General Education	2011FA	3.43
Asrat	Betelihem	CA	CSU General Education	2011FA	3.26
Bailey	Marietta	CA	CSU General Education	2011FA	2.73
Barajas	Ricardo	CA	IGETC General Education	2011FA	3.2
Barrera	Melina	CA	CSU General Education	2011FA	2.9
Batista	Tulio	CA	Computer Information Systems	2011FA	2.96
Benavidez	Angel	CA	IGETC General Education	2011FA	3.76
Benito	Freddie	CA	CSU General Education	2011FA	2.56
Berber	Eduardo	CA	IGETC General Education	2011FA	3.33
Borath	Roumduol	CA	CSU General Education	2011FA	2.33
Bowman	Ronald	CA	Paralegal	2011FA	3.24
Brito	Robert	CA	CSU General Education	2011FA	2.91
Bustos	Victor	CA	CSU General Education	2011FA	2.88
Cabrera	Francisco	CA	CSU General Education	2011FA	3.4
Caceres	Roxana	CA	Human Development Preschool Child	2011FA	2.55
Calleja	Larixa	CA	CSU General Education	2011FA	3.44
Camarena	Esmeralda	CA	CSU General Education	2011FA	3.84
Caminos	Anna	CA	CSU General Education	2011FA	3.39
Campa	Ulises	CA	CSU General Education	2011FA	2.66
Cantoran	Onesimo	CA	CSU General Education	2011FA	3.05
Cao	John	CA	CSU General Education	2011FA	3.08
Carlos	Lety	CA	CSU General Education	2011FA	3
Castillo	Crystal	CA	IGETC General Education	2011FA	2.91
Castillo	Dalia	CA	Business Applications Office Management	2011FA	3.44
Castillo	Maria	CA	Paralegal	2011FA	2.82
Castro	Edgar	CA	CSU General Education	2011FA	2.79
Castro	Jennifer	CA	CSU General Education	2011FA	3.03
Charcas	Eduardo	CA	CSU General Education	2011FA	2.69
Comparan	Maria	CA	CSU General Education	2011FA	3.16
Conger	Tyson	CA	Fire Technology Public Fire Service	2011FA	
Contreras	Candelaria	CA	CSU General Education	2011FA	2.8
Corona	Hector	CA	CSU General Education	2011FA	3.16
Corona	Jose	CA	CSU General Education	2011FA	3.68
Cortes	Jesus	CA	CSU General Education	2011FA	2.73
Cruz	Jose	CA	Engineering Computer Aided Drafting and Design	2011FA	2.62
De Rosas	Teresa	CA	IGETC General Education	2011FA	3.39
Deis	Andrea	CA	CSU General Education	2011FA	2.65
Delatorre	Hector	CA	CSU General Education	2011FA	2.65
Delisi	Joseph	CA	IGETC General Education	2011FA	3.27
Demberel	Enerel	CA	CSU General Education	2011FA	2.81
Demesa	Sairy	CA	CSU General Education	2011FA	2.96
Deras	Alan	CA	International Business	2011FA	2.43
Diaz	Itzel	CA	Paralegal	2011FA	3.58
Diaz	Salvador	CA	CSU General Education	2011FA	2.98
Dillard	Erika	CA	CSU General Education	2011FA	2.58

Dinnie	Johnathon	CA	IGETC General Education	2011FA	3.79
Elanany	Ahmed	CA	Accounting	2011FA	3.55
Elms	Nick	CA	CSU General Education	2011FA	2.79
Evangelista III	John	CA	CSU General Education	2011FA	3.39
Figueroa	Genaro	CA	IGETC General Education	2011FA	3.11
Fonseca	Carlos	CA	CSU General Education	2011FA	3.41
Freiboth	Leticia	CA	CSU General Education	2011FA	3.86
Galindo	Christopher	CA	CSU General Education	2011FA	3.71
Galindo	Rafael	CA	CSU General Education	2011FA	3.36
Gallardo	Andrea	CA	CSU General Education	2011FA	2.59
Galvan	Albert	CA	Diesel and Heavy Equipment	2011FA	3.18
		CA	Mid-Range Engine Service	2011FA	3.18
Ganan	Christine	CA	Pharmacy Technology Advanced	2011FA	2.57
Garcia	Luis	CA	Automotive Chassis Service	2011FA	3.04
Gaspar	Betsabe	CA	IGETC General Education	2011FA	3.57
Gentry	Toshika	CA	CSU General Education	2011FA	3.25
Gerakos	Nicholas	CA	Fire Technology Public Fire Service	2011FA	3.23
Ghaznavi	Ameerah	CA	CSU General Education	2011FA	3.83
Giang	Hung	CA	CSU General Education	2011FA	3.57
Gil	James	CA	IGETC General Education	2011FA	3.46
Gomez	Fabiola	CA	IGETC General Education	2011FA	3.2
Gomez	Steven	CA	CSU General Education	2011FA	3.43
Gonzalez	Johana	CA	Paralegal	2011FA	3.15
Gonzalez	Jose	CA	CSU General Education	2011FA	2.63
Guerrero	Emmanuel	CA	CSU General Education	2011FA	3.14
Guillen	Sandra	CA	CSU General Education	2011FA	2.55
Gutierrez	Andrea	CA	IGETC General Education	2011FA	2.75
Gutierrez	Gonzalo	CA	CSU General Education	2011FA	2.8
Guzman	Ryan	CA	CSU General Education	2011FA	2.41
Hamilton	Tiffany	CA	CSU General Education	2011FA	2.88
Harris	Don	CA	CSU General Education	2011FA	3.25
Hemingway	John	CA	IGETC General Education	2011FA	3.69
Hernandez	Annabel	CA	CSU General Education	2011FA	3.01
Hernandez	Kevin	CA	CSU General Education	2011FA	2.78
Herrera	Benjamin	CA	Automotive Engine Performance and Electrical	2011FA	3.37
Hoang	Phat	CA	IGETC General Education	2011FA	3.63
Hong	Michelle	CA	CSU General Education	2011FA	3
Howell	Natalia	CA	CSU General Education	2011FA	2.07
Huynh	Baongoc	CA	CSU General Education	2011FA	2.96
Huynh	Nhung	CA	CSU General Education	2011FA	3.48
Inga	Miguel	CA	CSU General Education	2011FA	2.94
Jimenez	Janet	CA	IGETC General Education	2011FA	3.32
Jimenez	Leticia	CA	CSU General Education	2011FA	2.42
Jones	Jonathan	CA	CSU General Education	2011FA	3.6
Juarez	Juana	CA	CSU General Education	2011FA	3.77
Kawata	Bryan	CA	CSU General Education	2011FA	3.75
		CA	IGETC General Education	2011FA	3.75
Kerckhoff	Carl	CA	Automotive Chassis Service	2011FA	3.73
Khalil	Mark	CA	Automotive Engine Performance and Electrical	2011FA	3.76
Khalili	Daniel	CA	Fire Technology Public Fire Service	2011FA	3.13
Krawchuk	Karol	CA	IGETC General Education	2011FA	3.66
Lappin	Amanda	CA	CSU General Education	2011FA	3.2
Lara	Jessica	CA	CSU General Education	2011FA	2.99
Laredo	Alvaro	CA	CSU General Education	2011FA	3.05

Le	Catherine	CA	CSU General Education	2011FA	2.86
Le	Christine	CA	CSU General Education	2011FA	3.42
Le	Thua	CA	CNC Programmer Mastercam	2011FA	3.04
Leon	Walter	CA	Welding Technology	2011FA	2.19
Loaiza	Theresa	CA	CSU General Education	2011FA	2.13
Lopez	Chrystee	CA	CSU General Education	2011FA	2.56
Lopez	Monica	CA	Accounting	2011FA	2.98
Ly	Rachel	CA	CSU General Education	2011FA	2.3
Maldonado	Hector	CA	IGETC General Education	2011FA	2.97
Mann	Jacob	CA	IGETC General Education	2011FA	3.17
Martinez	Juan	CA	Computerized Bookkeeping Quickbooks	2011FA	2.79
		CA	Computerized Accounting Quickbooks	2011FA	2.79
Marvin	Veronica	CA	CSU General Education	2011FA	2.66
Matesz	Jake	CA	Diesel and Heavy Equipment	2011FA	3.36
		CA	Mid-Range Engine Service	2011FA	3.36
Mears	Desiree	CA	CSU General Education	2011FA	2.89
Medina	Alondra	CA	CSU General Education	2011FA	2.88
Medrano	Raymond	CA	CSU General Education	2011FA	2.17
Meeks	Marvin	CA	CSU General Education	2011FA	2.56
Mendez					
Flores	Lydia	CA	CSU General Education	2011FA	3.36
Mendoza	Antonio	CA	CSU General Education	2011FA	3.09
Miranda	Paulo	CA	Engineering Computer Aided Drafting and Design	2011FA	2.85
Mitzel	Brian	CA	CSU General Education	2011FA	2.96
Morales	Nadia	CA	Pharmacy Technology Advanced	2011FA	3.8
Moreno	Eric	CA	CSU General Education	2011FA	2.93
Moya	Matthew	CA	IGETC General Education	2011FA	3
Mujica	Roger	CA	CSU General Education	2011FA	3.09
Munguia	Brenda	CA	IGETC General Education	2011FA	3.34
Nagatomo	Narumi	CA	CSU General Education	2011FA	3.34
Najera	Rafael	CA	CSU General Education	2011FA	2.8
Narez	Andrei	CA	CSU General Education	2011FA	3.49
Nava	Carmen	CA	CSU General Education	2011FA	2.67
Nguyen	Alexis	CA	CSU General Education	2011FA	3.55
Nguyen	An	CA	CSU General Education	2011FA	3.4
Nguyen	Dang	CA	CSU General Education	2011FA	3.2
Nguyen	Hao	CA	Accounting	2011FA	3.13
Nguyen	Hillary	CA	CSU General Education	2011FA	3.23
Nguyen	Kimberly	CA	Fashion Merchandising	2011FA	3.22
Nguyen	Lam	CA	CSU General Education	2011FA	3.5
Nguyen	Lan	CA	CSU General Education	2011FA	3.36
Nguyen	Lien	CA	CSU General Education	2011FA	3.91
Nguyen	Michael	CA	IGETC General Education	2011FA	4
Nguyen	Ngoc	CA	CSU General Education	2011FA	3.33
Nguyen	Trinh	CA	CSU General Education	2011FA	3.46
Nguyen	William	CA	Automotive Chassis Service	2011FA	2.93
		CA	Automotive Engine Performance and Electrical	2011FA	2.93
Ochoa	Elizabeth	CA	IGETC General Education	2011FA	3.51
Oh	Yumi	CA	Library Technology	2011FA	3.31
Oleole	Justin	CA	Fire Technology Public Fire Service	2011FA	3.19
Olvera	Jesus	CA	Engineering Civil Technology	2011FA	2.82
Onofre	Luis	CA	CSU General Education	2011FA	3.26
Orellana	Jacqueline	CA	CSU General Education	2011FA	3.1
Ornelas	Gregorio	CA	Global Entrepreneurship and Innovation	2011FA	2.75
Ortega	Melissa	CA	CSU General Education	2011FA	3.1

Osorio	Arlene	CA	CSU General Education	2011FA	2.52
Pacheco	Nallely	CA	CSU General Education	2011FA	3.15
Padilla	Danielle	CA	CSU General Education	2011FA	3.19
Padilla	Griselda	CA	Human Development Preschool Child	2011FA	2.73
Palacios	Jesenia	CA	CSU General Education	2011FA	3.39
Patino	Edgar	CA	CSU General Education	2011FA	2.41
Pedraza					
Espitia	Maria	CA	CSU General Education	2011FA	3.82
Pedroza	Joel	CA	CSU General Education	2011FA	3.21
Pellerin	Joseph	CA	Automotive Engine Performance and Electrical	2011FA	3.69
Pham	Brian	CA	CSU General Education	2011FA	3.43
Pham	Jason	CA	CSU General Education	2011FA	2.92
Pham	Jenny	CA	IGETC General Education	2011FA	3.34
Pham	Long	CA	CSU General Education	2011FA	3.29
Pham	Sandy	CA	Business Applications Office Management	2011FA	3.51
Pham	Steven	CA	CNC Lathe Set Up and Operation	2011FA	3
		CA	CNC Machine Set Up and Operation	2011FA	3
		CA	CNC Milling Machine Set Up and Operation	2011FA	3
		CA	CNC Programmer Mastercam	2011FA	3
Pham	Thai	CA	IGETC General Education	2011FA	2.52
			3D Animation Video Game/Interactive Media		
Pham	Tri	CA	Emphasis	2011FA	2.87
		CA	3D Animation Previsualization Emphasis	2011FA	2.87
Pham	Vi	CA	CSU General Education	2011FA	3.49
Pickens	Anthony	CA	American Sign Language	2011FA	3.41
Pineda	Yadira	CA	CSU General Education	2011FA	2.53
Ponce	Yeymi	CA	CSU General Education	2011FA	2.37
Quesada	Benjamin	CA	CSU General Education	2011FA	3.12
Rambayon	Arlyn	CA	CSU General Education	2011FA	3.31
Ramirez	Berenice	CA	CSU General Education	2011FA	2.48
Ramirez	Cesar	CA	CSU General Education	2011FA	3.21
Ramirez	Leonel	CA	CSU General Education	2011FA	3.32
Ramos	Edna	CA	CSU General Education	2011FA	3.32
Rendon	Jeremy	CA	CSU General Education	2011FA	3.4
		CA	American Sign Language	2011FA	3.4
Repol	Anthony	CA	International Business	2011FA	3.46
Rivera	Jose	CA	Automotive Chassis Service	2011FA	3.03
Rodriguez	Daisy	CA	IGETC General Education	2011FA	2.73
Rugeley	Susanne	CA	Pharmacy Technology Advanced	2011FA	2.62
Salazar	Carol	CA	CSU General Education	2011FA	3.26
Saldana	Denise	CA	CSU General Education	2011FA	2.9
Saldivar	Jasmine	CA	CSU General Education	2011FA	2.35
Sanchez	Joanna	CA	CSU General Education	2011FA	2.75
Santoyo	Jose	CA	IGETC General Education	2011FA	3.23
Schuyler	Eric	CA	CSU General Education	2011FA	3.17
Scott	John	CA	CSU General Education	2011FA	3.56
Serna Laris	Nancy	CA	CSU General Education	2011FA	3.66
		CA	IGETC General Education	2011FA	3.66
Shimizu	Ashley	CA	CSU General Education	2011FA	2.83
Solis	Sebastian	CA	Digital Media Graphic Design Emphasis	2011FA	2.28
Song	Alex	CA	CSU General Education	2011FA	2.13
Soto	Cindy	CA	CSU General Education	2011FA	3.49
Telumbre	Daniel	CA	CSU General Education	2011FA	3.15
Thissell	Michael	CA	CSU General Education	2011FA	3.39
Thunyakij	Kritsana	CA	IGETC General Education	2011FA	3.37
Tomlinson	John	CA	3D Animation Previsualization Emphasis	2011FA	3.45

Tran	Henry	CA	CSU General Education	2011FA	3.42
Tran	Linh	CA	CSU General Education	2011FA	3.51
Tran	Nhat Anh	CA	CSU General Education	2011FA	3.35
Tran	Stacy	CA	Pharmacy Technology Advanced	2011FA	3.79
Ung	Tommy	CA	CSU General Education	2011FA	3.03
Ureno	Claudia	CA	CSU General Education	2011FA	2.85
Valdez	Adali	CA	CSU General Education	2011FA	2.24
Valladares	Juliana	CA	IGETC General Education	2011FA	2.16
Vallejo	Cesar	CA	CSU General Education	2011FA	3.09
Vargas	Jesus	CA	Diesel and Heavy Equipment	2011FA	2.65
Vargas	Sandra	CA	IGETC General Education	2011FA	2.7
Vazquez	Genessis	CA	CSU General Education	2011FA	3.27
Velasco	Jose	CA	IGETC General Education	2011FA	2.85
Vigil	Erin	CA	Business Applications Office Management	2011FA	3.86
Villalobos	Alan	CA	CSU General Education	2011FA	2.31
Villanueva	Ingrid	CA	CSU General Education	2011FA	2.63
Walter	Marcela	CA	CSU General Education	2011FA	3.96
Wing	Brandy	CA	CSU General Education	2011FA	2.38
Zabala	Edda	CA	IGETC General Education	2011FA	3.9
Zayas	Robert	CA	CSU General Education	2011FA	2.76
Zelaya	Diana	CA	CSU General Education	2011FA	3.73
Zuniga	Cynthia	CA	CSU General Education	2011FA	2.92

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>AWARD</u>	<u>MAJOR</u>	<u>TERM</u>	<u>GPA</u>
Acosta	Leonard	CERT	Criminal Justice Corrections Officer	2011FA	1.81
Aguilar	Esther	CERT	Solidworks 3D Solid Modeling	2011FA	4
Alvarez	Daniel	CERT	Digital Music Production	2011FA	3.3
Amador	Myla	CERT	Criminal Justice Corrections Officer	2011FA	2.51
Antano	Alejandro	CERT	Auto Tech Drive Train	2011FA	2.85
		CERT	Auto Tech Engine Service	2011FA	2.85
Arvizu	Gloria	CERT	Management Human Resource	2011FA	3.75
Bajorek	Daniel	CERT	Criminal Justice Corrections Officer	2011FA	3.33
Barcelona	Robert	CERT	Solidworks 3D Solid Modeling	2011FA	4
Berumen	Nancy	CERT	Medical Assistant Administrative/Clinical	2011FA	2.88
Betts	Anna	CERT	Pharmacy Technology Basic	2011FA	3.5
Castillo	Rudolph	CERT	CIS Networking	2011FA	3.42
Castro	Jackelin	CERT	Medical Assistant Administrative/Clinical	2011FA	3.2
Chagollan	Christian	CERT	TV/Video Media Studies	2011FA	3.09
Chavarria	Donna	CERT	Medical Assistant Administrative/Clinical	2011FA	3.57
Chuchua	Victoria	CERT	Medical Assistant Administrative/Clinical	2011FA	3.01
Crisafulli	Joyce	CERT	Medical Assistant Administrative/Clinical	2011FA	2.51
Cruz	Jessica	CERT	Medical Assistant Administrative/Clinical	2011FA	2.69
Cuevas	Jose	CERT	Exercise Science Fitness	2011FA	3.53
Delgado	Javier	CERT	Criminal Justice Corrections Officer	2011FA	2.89
D'Lynn	Zoila	CERT	Exercise Science Sports Medicine	2011FA	3.64
Doan	Anette	CERT	Medical Assistant Administrative/Clinical	2011FA	3.04
Dominguez	Victor	CERT	Criminal Justice Corrections Officer	2011FA	2.64
Duenas	Edmar	CERT	Exercise Science Sports Medicine	2011FA	2.76
Duran	David	CERT	Management Human Resource	2011FA	2.85
		CERT	Management Supervision	2011FA	2.85
		CERT	Marketing	2011FA	2.85
		CERT	Marketing Professional Selling	2011FA	2.85
Figueroa	Leonardo	CERT	Mechanical 3D Solid Modeling CAD	2011FA	3.51
Finley	Mary Jean	CERT	Medical Assistant Administrative/Clinical	2011FA	3.24
Fletcher	Ferlinda	CERT	Criminal Justice Corrections Officer	2011FA	3.15
Flores	Ramses	CERT	Marketing Professional Selling	2011FA	3.9
Flores Martinez	Alejandra	CERT	Medical Assistant Administrative/Clinical	2011FA	3.77
Gallegos	Ashley	CERT	Medical Assistant Administrative/Clinical	2011FA	3.25
			Diesel Transport Refrigeration/Temperature		
Galvan	Albert	CERT	Control	2011FA	3.18
Hernandez	Esperanza	CERT	Medical Assistant Administrative/Clinical	2011FA	2.3
Huynh	Kim	CERT	Management Human Resource	2011FA	3.65
		CERT	Management Supervision	2011FA	3.65
Khuu	Kien	CERT	Solidworks 3D Solid Modeling	2011FA	4
Kibby	Andrew	CERT	Fire Technology Prevention Officer	2011FA	2.83
La	Phuong	CERT	Mechanical 3D Solid Modeling CAD	2011FA	3.55
Lai	Van	CERT	Medical Assistant Administrative/Clinical	2011FA	4
Le	Duc	CERT	CIS Help Desk	2011FA	3.05
		CERT	CIS Networking	2011FA	3.05
Lopez	Mari	CERT	Medical Assistant Administrative/Clinical	2011FA	2.68
Madic	Charles	CERT	Management Human Resource	2011FA	3.41
		CERT	Management Supervision	2011FA	3.41
Marquez	Tiffeny	CERT	Medical Assistant Administrative/Clinical	2011FA	2.96
Martyn	Lucila	CERT	Accounting Enrolled Agent	2011FA	2.87
			Diesel Transport Refrigeration/Temperature		
Matesz	Jake	CERT	Control	2011FA	3.36
Mendez	Jessica	CERT	Medical Assistant Administrative/Clinical	2011FA	2.53
Mendoza	Adilene	CERT	Medical Assistant Administrative/Clinical	2011FA	2.71
Mora	Jessica	CERT	Medical Assistant Administrative/Clinical	2011FA	2.92

Morales	Judy Ann	CERT	Medical Assistant Administrative/Clinical	2011FA	2.31
Nguyen	Diem	CERT	Medical Assistant Administrative/Clinical	2011FA	3.97
Nguyen	Mimi	CERT	Medical Assistant Administrative/Clinical	2011FA	3.18
Olivos	Gay	CERT	Management Human Resource	2011FA	3.85
Onofre	Luis	CERT	TV/Video Media Studies	2011FA	3.26
Osorio	Dolores	CERT	Medical Assistant Administrative/Clinical	2011FA	2.9
Pek	Aretha	CERT	Solidworks 3D Solid Modeling	2011FA	4
Plesetz	Stephen	CERT	Digital Music Production	2011FA	2.94
Rivera	Jose	CERT	Auto Tech Advanced Engine Performance	2011FA	3.03
		CERT	Auto Tech Drive Train	2011FA	3.03
Rivera	Maribel	CERT	Medical Assistant Administrative/Clinical	2011FA	1.6
Rodriguez	Yadira	CERT	Medical Assistant Administrative/Clinical	2011FA	2.84
Rodriguez					
Alvarez	Teresa	CERT	Medical Assistant Administrative/Clinical	2011FA	2.22
Romero	Jennifer	CERT	Criminal Justice Corrections Officer	2011FA	3.33
Rugeley	Susanne	CERT	Pharmacy Technology Basic	2011FA	2.62
Ruiz	Stephanie	CERT	Medical Assistant Administrative/Clinical	2011FA	2.9
Salazar	Oscar	CERT	Management Human Resource	2011FA	2.74
		CERT	Management Supervision	2011FA	2.74
Saldana	Frances	CERT	Spanish/English Interpretation & Translation	2011FA	2.63
Salgado	Itzelf	CERT	After School Program Associate Teacher	2011FA	3.55
Shi	Zhi	CERT	Auto Tech Engine Service	2011FA	3.38
Smith	Susan	CERT	Medical Assistant Administrative/Clinical	2011FA	3.91
Tena	Alejandro	CERT	CIS Networking	2011FA	2.6
		CERT	PC Maintenance and Troubleshooting	2011FA	2.6
Tena	Elizabeth	CERT	Medical Assistant Administrative/Clinical	2011FA	2.71
Tennenini	Louis	CERT	Accounting Enrolled Agent	2011FA	3.24
		CERT	CIS Networking	2011FA	3.24
		CERT	CIS UNIX	2011FA	3.24
		CERT	CIS Web Page Designer	2011FA	3.24
Thornburg	Elizabeth	CERT	Criminal Justice Corrections Officer	2011FA	2.88
Uon	Channa	CERT	Medical Assistant Administrative/Clinical	2011FA	3.11
Valencia	Camilo	CERT	Criminal Justice Corrections Officer	2011FA	2.81
Valencia	Maria	CERT	Medical Assistant Administrative/Clinical	2011FA	3.15
Villa	Maria	CERT	Medical Assistant Administrative/Clinical	2011FA	2.68

**Santa Ana College
Degrees Awarded
Fall 2011**

MAJOR	2011
Accounting	7
Art	1
- Digital Media Arts Design	2
Auto	3
Biological Science	1
Business Administration	18
Business Applications	2
Business Management	1
Chemistry	3
Community Social Services	9
Criminal Justice	11
Engineering	
- Computer Aided Drafting & Design	2
- Industrial Technology	1
Fashion Merchandising	1
Fire Technology	
- Public Fire Service	20
Geography	3
History	2
Human Development	
- Preschool Child	2
Journalism - Broadcast	1
Liberal Arts	173
Liberal Arts - University Transfer Studies	1
Library	3
Management	
- General	3
Manufacturing Technology	
- CNC Lathe Set Up & Operation	1
Mathematics	1
Medical Assistant - Administrative / Clinical	11
Nursing	
- Pre-Nursing for B.A.degree	1
- Reg. Nursing	42
Occupational Therapy Assistant	21
Paralegal	7
Pharmacy Technology	4
Physics	1
Psychology	5
Science	7
Speech Language Pathology Assistant	15
Sociology	3
Social Science	1
Television/Video Communications	1
TOTAL	391
Male	177
Female	214

Associate of Arts	272
Associate of Science	119
Double Majors	26
Three or more majors	2

**Santa Ana College
Degrees Awarded
2010-2011**

MAJOR	2010	2011
Accounting	4	7
Anthropology	1	
Art	0	1
- Digital Media Arts Design	1	2
- Graphic Design	1	0
Auto	0	3
Biological Science	3	1
Business Administration	20	18
Business Applications	0	2
- Office Management	1	0
Business Management	3	1
Chemistry	4	3
Community Social Services	0	9
Computer Information System	4	0
Computer Science	1	0
Criminal Justice	7	11
Economics	2	0
Elementary Education	4	0
Engineering		
- Architectural/Civil Engr/Construction	2	0
- Computer Aided Drafting & Design	0	2
- Industrial Technology	0	1
Fashion Merchandising	0	1
Fire Technology		
- Administration	1	0
- Public Fire Service	19	20
Geography	1	3
History	4	2
Human Development		
- Infant/Toddler	1	0
- Preschool Child	6	2
International Business	2	0
Journalism - Broadcast		1
Liberal Arts	152	173
Liberal Arts - University Transfer Studies	9	1
Library Technology	0	3
Management -		
- General	2	3
- Retail	1	0
Manufacturing Technology		
- CNC Lathe Set Up & Operation	1	1
Marketing - General	3	0
Mathematics	1	1
Medical Asst - Administration/Clinical	6	11
Modern Languages	1	0
Nursing		
- Pre - Nursing for B.A. degree	0	1
- Reg. Nursing	56	42
Occupational Therapy Assistant	27	21

Paralegal	12	7
Pharmacy Technology	3	4
Philosophy	2	0
Photography	1	0
Physics	0	1
Political Science	2	0
Psychology	1	5
Science	2	7
Speech Language Pathology Assistant	14	15
Social Science	1	1
Sociology	2	3
Television/Video Communications	1	1
Welding Technology	1	0
TOTAL	393	391
Male	142	177
Female	251	214
Associate of Arts	267	272
Associate of Science	126	119
Double Majors	18	26
Three or more majors	6	2

Santa Ana College Certificates Awarded 2011

MAJOR	2011
Accounting	3
- Computerized Accounting MAS 90	1
- Computerized Bookkeeping - ACCPAC	1
- Enrolled Agent **	2
Art	
- 3D Animation A-Art Emphasis	1
- 3D Animation C-Video Game & Interactive Media Art	1
- 3D Animation D-Previsualization	2
- Digital Media w/Graphic Design Emphasis	1
Automotive Technology	
- Advanced Engine Performance**	1
- Chassis Service	5
- Drive Train Service**	2
- Engine Service**	2
- Engine and Electrical Performance	4
Business Applications	
- Office Management	3
- PC Maintenance & Troubleshooting**	1
- Spanish/English Interpretation & Translation Option**	1
CIS	1
- Help Desk**	1
- Networking**	4
- UNIX **	1
- Web Page Designer	1
Criminal Justice - Corrections Officer **	9
CSU General Education	145
Diessel and Heavy Equipment Technology	3
- Mid-Range Engine Service	2
- Transport Refrigeration/Temperature Control **	2
Education	
- After School Program Assistant **	1
Engineering	
- Civil Technology	1
- Computer Aided Drafting & Design	2
- Mechanical 3D Solid Modeling CAD **	2
Entrepreneurship	
- Global and Innovation	1
Exercise Science	
- Fitness **	1
- Sports Medicine **	2
Fashion Merchandising	1
Fire Technology	
- Prevention Officer **	1
- Public Fire Service	5
Human Development	
- Preschool Child	2
International Business	2
IGETC General Education	33
Library	1

Management	
- Human Resources **	6
- Supervision**	4
Manufacturing Technology	
- CNC Lathe Set up Opt	1
- CNC Machine Setup & Operation	1
- CNC Mill Machine Opt	1
- CNC Programmer A Mastercam	2
- Solidworks 3D Solid Modeling**	4
Marketing	
- General**	1
- Professional Selling **	2
Medical Assistant - Administrative / Clinical **	30
Music	
- Digital Music Production**	2
Paralegal	4
Pharmacy Technology	
- Advanced	4
- Basic**	2
Sign Language Education	2
Television/Video Communications	
- Media Studies **	2
Welding	1
TOTAL	324
Male	168
Female	156
Double Majors	13
Three or more majors	7
** = Certificates Less Than 18 Units not posted on transcript -	87

**Santa Ana College
Certificates Awarded
2010-2011**

MAJOR	2010	2011
Accounting	0	3
- Computerized Accounting MAS 90	3	1
- Computerized Bookkeeping - ACCPAC	0	1
- General Accounting	2	0
- Enrolled Agent **	0	2
- QuickBooks**	7	0
Art		
- 3D Animation A - Art Emphasis	3	1
- 3D Animation C - Video Game & Interactive Media Art	0	1
- 3D Animation D - Previsualization	0	2
- Digital Media w/Graphic Design Emphasis	1	1
Automotive Technology		
- Advanced Engine Performance**	3	1
- Chassis Service	2	5
- Drive Train Service**	1	2
- Engine and Electrical Performance	8	4
- Engine Service**	2	2
Business Applications		
- International Office **	1	0
- Office Management	4	3
- PC Maintenance & Troubleshooting**	2	1
- Spanish/English Interpretation & Translation Option**	4	1
Computer Information Systems	0	1
- Help Desk**	2	1
- Networking**	3	4
- UNIX	0	1
- Web Page Designer	0	1
Criminal Justice - Corrections Officer **	5	9
CSU General Education	130	145
Diesel and Heavy Equipment	0	3
- Mid-Range Engine Service	0	2
- Transport Refrigeration/Temperature Control **	0	2
Education		
- After School Program Assistant **	0	1
Engineering		
- Civil Technology	0	1
- Computer Aided Drafting & Design	2	2
- Mechanical 3D Solid Modeling CAD **	0	2
- Parametric 3D Solid Modeling CAD	1	0
Entrepreneurship		
- Global and Innovation	0	1
Exercise Science		
- Fitness **	0	1
- Sports Medicine**	1	2
Fashion Design Merchandising	0	1
Fire Technology		
- Chief Officer	1	0
- Fire Administration	3	0
- Prevention Officer **	1	1

- Public Fire Service	8	5
Human Development		
- Infant/Toddler	2	0
- Preschool Child	11	2
IGETC General Education	34	33
International Business	4	2
Library Technology	0	1
Management		
- Human Resources **	6	6
- Retail Management	1	0
- Small Business	2	0
- Supervision**	8	4
Manufacturing Technology		
- CNC Lathe Set Up	3	1
- CNC Milling Set Up	4	1
- CNC Machine Set Up	3	1
- CNC Programmer Mastercam	6	2
- Solidworks 3D Solid Modeling **	2	4
Marketing		
- Advertising **	1	0
- General**	1	1
- Professional Selling **	1	2
Medical Assistant - Administrative / Clinical **	21	30
Music		
- Digital Music Production**	1	2
Paralegal	6	4
Pharmacy Technology		
- Advanced	5	4
- Basic**	11	2
Sign Language Education	2	2
TV/Video Communication		
- Media Studies	0	2
Welding Technology	0	1
TOTAL	335	324
Male	163	168
Female	172	156
Double Majors	31	13
Three or more majors	3	7
** = Certificates Less Than 18 Units not posted on transcript -	65	87

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – STUDENT SERVICES**

To: Board of Trustees	Date: April 23, 2012
Re: Confirmation of SCC Associate Degrees and Certificates Awarded in Fall 2011	
Action: Request for Approval	

BACKGROUND

Attached is a list of students who successfully completed coursework at Santiago Canyon College (SCC) leading to an associate of arts degree, associate of science degree, certificate of achievement, and/or certificate of proficiency for fall 2011. Also attached are the statistical tables showing degrees and certificates awarded by major.

ANALYSIS

Santiago Canyon College awarded 203 associate degrees in fall 2011, as compared to 161 in fall 2010. The Liberal Arts and Liberal Arts: University Transfer Studies degrees were deactivated in 2008, and the numbers continue to decrease as fewer students have catalog rights to these degrees. In contrast, the combination of all Liberal Arts programs increased by 38 as compared to fall 2010. All other programs sustained the same rudimentary numbers between fall 2011 and fall 2010.

Santiago Canyon College awarded 190 Certificates of Achievement in fall 2011, as compared to 290 in fall 2010. A total of 13 Certificates of Proficiency were awarded in fall 2011, as compared to 31 in fall 2010. Notable decreases were seen in Apprenticeship Electricity (Industrial, Power Lineman, and Sound Installer), Apprenticeship Surveying (Chainman), Cosmetology, IGETC General Education Breadth, and Public Works Management.

Last year, SCC determined that a petition for a certificate did not need to be initiated by the student. As a result, the Apprenticeship Department completed petitions for a certificate on behalf of their students. This included current and previous students who completed the program. The outcome was an influx of certificates awarded in those programs to which we are now comparing the current fall numbers. The numbers in Cosmetology reflect the suspension of the Cosmetology Program.

The difference in the IGETC numbers is more subjective and not as easily explained. Possibilities for the difference include: students were unable to complete the required courses because of reduced course offerings; students completed the requirements but did not submit a petition; or, students did not complete the required courses with satisfactory grades. CSU will accept a grade of "D" in some areas; IGETC will not accept a grade of "D."

RECOMMENDATION

It is recommended that the Board of Trustees confirm the recipients of the SCC associate degrees and certificates for fall 2011 as presented.

Fiscal Impact: None	Board Date: April 23, 2012
Prepared by: John C. Hernandez, Ph.D., Vice President of Student Services	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>
AA	Liberal Arts: Arts, Humanities and Communication	Abuhamda	Ali		
AA	Art	Adkins	Lauren		
AA	Liberal Arts	Adkins	Lauren		
AA	Liberal Arts: Arts, Humanities and Communication	Adkins	Lauren		
AA	Liberal Arts: Arts, Humanities and Communication	Aldib	Danial		
AA	Liberal Arts: Mathematics and Sciences	Aldib	Danial		
AA	Liberal Arts: University Transfer Studies	Aldib	Danial		
AA	Liberal Arts: Arts, Humanities and Communication	Alonzo	Mary		
AA	Liberal Arts: Arts, Humanities and Communication	Andersen	Kelli		
AA	Liberal Arts	Battest	Cassie		
AA	Liberal Arts: Arts, Humanities and Communication	Beu	Kalene		
AA	Liberal Arts: Social and Behavioral Sciences	Bisel	Ashley		
AA	Liberal Arts: Arts, Humanities and Communication	Black	Roxanne		
AA	Liberal Arts: Arts, Humanities and Communication	Carter	Nicholas		
AA	Liberal Arts: Arts, Humanities and Communication	Cary	Tyler		
AA	Liberal Arts: University Transfer Studies	Castro	Milenka		
AS	Water Utility Science - Wastewater/Environmental Sanitation	Chan	Carrie		
AS	Water Utility Science - Water Distribution	Chan	Carrie		
AA	Liberal Arts: University Transfer Studies	Clugston	Breanna		
AA	Liberal Arts: Arts, Humanities and Communication	Coddington	Kathleen		
AA	Liberal Arts: Mathematics and Sciences	Conaway	Joyce		
AA	Liberal Arts: Arts, Humanities and Communication	Connolly	Erin		
AA	Liberal Arts: Arts, Humanities and Communication	Cook	Aulbree		
AA	Liberal Arts: Mathematics and Sciences	Cook	Aulbree		
AA	Liberal Arts: Social and Behavioral Sciences	Cook	Aulbree		
AA	Liberal Arts: Arts, Humanities and Communication	Corral	Ethel		
AA	Liberal Arts: Social and Behavioral Sciences	Corral	Ethel		
AA	Liberal Arts: Mathematics and Sciences	Cortez	Alfredo		
AA	Computer Information Systems	Costello	Joanna	With Honors	Departmental Honors
AA	Liberal Arts: Arts, Humanities and Communication	Creacy	Amanda		
AA	Liberal Arts: Arts, Humanities and Communication	Cregg	Nicole		
AA	Liberal Arts: Arts, Humanities and Communication	Dames	Kimberly		
AA	Liberal Arts	De Coup Crank	Katherine	With Highest Honors	
AA	Liberal Arts: Social and Behavioral Sciences	Dinis	Marisela		

AA = Associate of Arts
AS = Associate of Science

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>
AA	Liberal Arts: Arts, Humanities and Communication	Dionicio	Michelle		
AA	Economics	Doddoli	Ricardo		
AA	Liberal Arts: Mathematics and Sciences	Doddoli	Ricardo		
AA	Liberal Arts	Duenas	Edith		
AS	Survey/Mapping Sciences - Land Surveying	Duncan	James		
AA	Liberal Arts: Social and Behavioral Sciences	Edwards	Blake		
AA	Liberal Arts: Arts, Humanities and Communication	Ehlert	Tawny		
AS	Mathematics	Elizarraras	Ernesto		
AA	Liberal Arts: Arts, Humanities and Communication	Engram	Rebecca		
AA	Liberal Arts: Social and Behavioral Sciences	Engram	Rebecca		
AA	Liberal Arts: Social and Behavioral Sciences	Felix	Linda	With Honors	
AA	Psychology	Felix	Linda	With Honors	Departmental Honors
AA	Liberal Arts: Arts, Humanities and Communication	Flores	Corey		
AA	Liberal Arts: Arts, Humanities and Communication	Flores	Jesus		
AA	Liberal Arts: University Transfer Studies	Flores	Jesus		
AA	Liberal Arts: Mathematics and Sciences	Flores	Miriam		
AA	Liberal Arts: Arts, Humanities and Communication	Flores	Nichole		
AA	Liberal Arts: Arts, Humanities and Communication	Freeman	Bradley		
AA	Liberal Arts: Mathematics and Sciences	Freeman	Bradley		
AA	Liberal Arts: Social and Behavioral Sciences	Garcia	Daniel		
AA	Liberal Arts: Arts, Humanities and Communication	Garza	Lindsay		
AA	Liberal Arts: Arts, Humanities and Communication	Geiger	Madison		
AA	Liberal Arts: Social and Behavioral Sciences	Gonzalez	Ilene		
AA	Liberal Arts: University Transfer Studies	Gonzalez	Ilene		
AA	Liberal Arts: Arts, Humanities and Communication	Goodman	Jason		
AA	History	Grabowski	John	With Honors	Departmental Honors
AA	Liberal Arts: Arts, Humanities and Communication	Grayson	Jeremy		
AA	Liberal Arts: University Transfer Studies	Grayson	Jeremy		
AA	Liberal Arts: Arts, Humanities and Communication	Gruss	Kevin		
AS	Water Utility Science - Water Distribution	Guillot	Michael		
AA	Liberal Arts: Arts, Humanities and Communication	Gunderson	Kenneth		
AA	Liberal Arts: Arts, Humanities and Communication	Gundotra	Jessica		
AA	Liberal Arts: Arts, Humanities and Communication	Gutierrez	Kathy		
AA	Business Administration	Hagerty	Chandra		

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>
AS	Water Utility Science - Water Distribution	Hall	Deontae		
AS	Water Utility Science - Water Treatment	Hall	Deontae		
AA	Liberal Arts: Arts, Humanities and Communication	Harrell	Rochelle		
AA	Liberal Arts: Arts, Humanities and Communication	Hernandez	Patricia		
AA	Liberal Arts: Mathematics and Sciences	Hersom	Sarah		
AA	Business Administration	Hicks	Brian		
AA	Liberal Arts: Arts, Humanities and Communication	Hicks	Brian		
AA	Business Administration	Hoang	Thanh Nga		
AA	Liberal Arts: Arts, Humanities and Communication	Hosac	Tiffany		
AS	Survey/Mapping Sciences - Land Surveying	Howard	Michael		
AA	Liberal Arts: Mathematics and Sciences	Jacobs	Sally	With Honors	
AA	Accounting	Jang	Won	With Honors	Departmental Honors
AA	Liberal Arts: Arts, Humanities and Communication	Johnson	Daniel		
AA	Liberal Arts: Social and Behavioral Sciences	Johnson	Daniel		
AS	Survey/Mapping Sciences - Land Surveying	Johnson	Rick		
AS	Science	Jonaitis	Curtis		
AA	Business Management	Keith	Steve		
AA	General Management	Keith	Steve		
AA	Liberal Arts: University Transfer Studies	Kellar	Ian		
AS	Water Utility Science - Water Treatment	Kemp	Shane		
AA	Liberal Arts: Social and Behavioral Sciences	Koch	Kylie	With Highest Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Kress	Jacee		
AS	Water Utility Science - Wastewater/Environmental Sanitation	Lao	Richard		
AA	History	Larkin	David	With High Honors	Departmental Honors
AA	Liberal Arts: Arts, Humanities and Communication	Larkin	David	With High Honors	
AA	Liberal Arts: Social and Behavioral Sciences	Larkin	David	With High Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Laureano	Jesslyn		
AA	Liberal Arts: Social and Behavioral Sciences	Laureano	Jesslyn		
AA	Liberal Arts: Arts, Humanities and Communication	Lazo	Doug		
AA	Liberal Arts: University Transfer Studies	Lefranc	Guillermo		
AA	Liberal Arts: Arts, Humanities and Communication	Legrand	Matthew		
AA	Liberal Arts: Arts, Humanities and Communication	Lemieux	Jeremy	With High Honors	
AA	Liberal Arts: Social and Behavioral Sciences	Lemieux	Jeremy	With High Honors	
AA	Liberal Arts	Lewellen	Emilia		

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>
AA	Elementary Education	Liebesman	Stephanie		
AA	Liberal Arts: Arts, Humanities and Communication	Lioi	Nicholas		
AA	Liberal Arts	Longacre	Cameron		
AS	Water Utility Science - Water Treatment	Lora	Rhoel		
AA	Liberal Arts: Mathematics and Sciences	Lucero	Ricardo		
AS	Mathematics	Lucero	Ricardo		
AS	Water Utility Science - Water Distribution	Lumactod	Epitacio		
AA	English	Luna	Amanda	With High Honors	Departmental Honors
AA	History	Luna	Amanda	With High Honors	Departmental Honors
AA	Liberal Arts: Mathematics and Sciences	Marshall	Collin	With High Honors	
AA	Liberal Arts: Arts, Humanities and Communication	McKenzie	Kelsey		
AA	Liberal Arts: Social and Behavioral Sciences	McKenzie	Kelsey		
AA	Business Management - Entrepreneurship	Mendez	Deryk		
AS	Water Utility Science - Water Distribution	Mendoza	Raymundo		
AA	Liberal Arts: Arts, Humanities and Communication	Meyer	Casey		
AA	Liberal Arts: Mathematics and Sciences	Moltz	Chris	With High Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Monroe	Derek		
AA	Liberal Arts: Arts, Humanities and Communication	Montes	Ana		
AA	General Management	Monzon	Fabiola		
AA	Liberal Arts: Arts, Humanities and Communication	Morales	Amanda		
AS	Survey/Mapping Sciences - Land Surveying	Morales	Heriberto		
AA	Liberal Arts: Social and Behavioral Sciences	Murrieta	Ashley		
AS	Water Utility Science - Water Distribution	Nguyen	Chinh		
AA	Liberal Arts: Arts, Humanities and Communication	Nguyen	Clarence		
AA	Liberal Arts: Mathematics and Sciences	Olteanu	Beatrice	With High Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Ozinyan	Michael		
AA	Liberal Arts: Social and Behavioral Sciences	Ozinyan	Michael		
AA	Sociology	Padilla	Georgino		
AA	Liberal Arts: Arts, Humanities and Communication	Pahl	Michelle		
AS	Water Utility Science - Water Distribution	Parro	Chris		
AS	Water Utility Science - Water Treatment	Parro	Chris		
AA	Liberal Arts: Arts, Humanities and Communication	Pellegrin	Diane		
AA	Liberal Arts: Arts, Humanities and Communication	Pellegrino	Alexandria		
AA	Liberal Arts: Arts, Humanities and Communication	Penalver	Angela		

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>
AA	Liberal Arts: Arts, Humanities and Communication	Perez	Carlos		
AA	Business Administration	Perez	Stephanie		
AA	Liberal Arts: Arts, Humanities and Communication	Perez	Stephanie		
AA	Liberal Arts: Social and Behavioral Sciences	Perez	Stephanie		
AS	Water Utility Science - Water Treatment	Petry	Fred		
AA	Liberal Arts: Arts, Humanities and Communication	Phipps	Jarrold	With Honors	
AA	Liberal Arts: Mathematics and Sciences	Pichardo	Liliana		
AA	Accounting	Pierce	Tina		
AA	Liberal Arts: Arts, Humanities and Communication	Poullath	Michael	With Honors	
AA	Business Management - Entrepreneurship	Prado	Juliana		
AA	General Management	Prado	Juliana		
AA	Liberal Arts: Arts, Humanities and Communication	Przeklasa	Sarah		
AA	Liberal Arts: Arts, Humanities and Communication	Puailoa	Shady		
AA	Liberal Arts: Arts, Humanities and Communication	Pullan	Patrick		
AS	Water Utility Science - Water Distribution	Quick	Donald		
AS	Water Utility Science - Water Treatment	Quick	Donald		
AS	Public Works Management	Quinones	Fabio		
AA	Business Administration	Quiroz	Mariela	With Honors	Departmental Honors
AA	Liberal Arts: Arts, Humanities and Communication	Quiroz	Mariela	With Honors	
AA	Liberal Arts	Rebolledo	Diana		
AA	Liberal Arts: Arts, Humanities and Communication	Richey	Paige	With Honors	
AA	Liberal Arts: Mathematics and Sciences	Richey	Paige	With Honors	
AA	Liberal Arts	Riley	Austin		
AA	Liberal Arts: Arts, Humanities and Communication	Rivera	Veronica		
AA	Liberal Arts: Arts, Humanities and Communication	Rodriquez	Corina		
AA	Liberal Arts: Arts, Humanities and Communication	Romero	Carlos		
AA	Liberal Arts: Arts, Humanities and Communication	Romero	Esther	With Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Rubi-Cooper	Alejandro		
AA	Liberal Arts: Arts, Humanities and Communication	Sabia	Wanda		
AA	Liberal Arts: Arts, Humanities and Communication	Salazar	Elizabeth		
AA	Liberal Arts	Sapien	Humberto		
AA	Liberal Arts: Arts, Humanities and Communication	Schaal	Hope	With Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Schock	Austin		
AA	Liberal Arts: Social and Behavioral Sciences	Schock	Austin		

AA = Associate of Arts
AS = Associate of Science

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>
AA	Social Science	Schock	Austin		
AA	Liberal Arts: Social and Behavioral Sciences	Sefer	Sesil		
AA	Liberal Arts: Arts, Humanities and Communication	Segarra	Ricardo		
AA	Liberal Arts: Social and Behavioral Sciences	Segura	Monica		
AA	Liberal Arts: Arts, Humanities and Communication	Simons	Aubrey	With Highest Honors	
AA	Liberal Arts: Mathematics and Sciences	Sims	Kristin		
AA	Liberal Arts: Arts, Humanities and Communication	Slattery	Sabine		
AA	Liberal Arts: Mathematics and Sciences	Staggs	Kevin		
AS	Water Utility Science - Water Distribution	Starr	Douglas		
AS	Water Utility Science - Water Treatment	Starr	Douglas		
AA	Liberal Arts: University Transfer Studies	Stingley	Rachel		
AA	Liberal Arts: Arts, Humanities and Communication	Stroup	Jenna		
AA	Liberal Arts: Arts, Humanities and Communication	Sudbrink	Tim		
AA	Liberal Arts: Arts, Humanities and Communication	Sylican	Tyler		
AA	Liberal Arts: Arts, Humanities and Communication	Thomas	Robert		
AS	Water Utility Science - Wastewater/Environmental Sanitation	Traboulsi	Mark		
AA	Liberal Arts: Arts, Humanities and Communication	Trujillo	Ruben		
AA	Liberal Arts: Mathematics and Sciences	Trujillo	Ruben		
AA	Liberal Arts: Arts, Humanities and Communication	Trujillo	William		
AA	Liberal Arts: Mathematics and Sciences	Trujillo	William		
AA	Liberal Arts: Arts, Humanities and Communication	Tyler	Juli		
AA	Liberal Arts: Mathematics and Sciences	Tyler	Juli		
AA	Liberal Arts	Vega	Laura		
AA	History	Viera	Ryan		
AA	Sociology	Vigil	Erin	With High Honors	Departmental Honors
AS	Chemistry	VU	Joshua		
AA	Liberal Arts: Arts, Humanities and Communication	Weigel	Jessica		
AA	Liberal Arts: Social and Behavioral Sciences	Weigel	Jessica		
AA	Liberal Arts: Social and Behavioral Sciences	Welch	Erica		
AA	Liberal Arts: Arts, Humanities and Communication	Werner	Alexandra		
AA	Liberal Arts	Willis	Melissa		
AA	Liberal Arts: Arts, Humanities and Communication	Wilson	Cody		
AA	Liberal Arts: Arts, Humanities and Communication	Zalanka	Jodi		

AA = Associate of Arts
AS = Associate of Science



Santiago Canyon College

FALL 2011

STATISTICS

Santiago Canyon College
Associate Degrees - Comparative Statistics by Semester

<u>MAJOR</u>	<u>Fall 2010</u>	<u>Fall 2011</u>
Accounting	1	2
Art		1
Biological Science	3	
Business Administration	6	5
Business Management	1	1
Chemistry		1
Communication	1	
Computer Information Systems		1
Cosmetology	1	
Economics		1
Elementary Education		1
English		1
Entrepreneurship	1	2
Gemology	2	
History	3	4
Liberal Arts	14	11
Liberal Arts: Arts, Humanities & Communication	47	86
Liberal Arts: Math & Science	10	20
Liberal Arts: Social and Behavioral Sciences	13	23
Liberal Arts - University Transfer Studies	27	9
Maintenance Mechanic Apprentice I	1	
Management (General)		3
Marketing (General)	1	
Mathematics	1	2
Modern Languages	1	
Philosophy	1	
Physics	2	
Political Science	1	
Psychology	3	1
Public Works Management		1
Science	1	1
Social Science		1
Sociology	1	2
Survey/Mapping Sciences - Land Surveying	3	4
Water Utility Science		
Wastewater/Environmental Sanitation		3
Water Distribution	9	9
Water Treatment	6	7
Fall	2010	2011
	161	203



Santiago Canyon College

FALL 2011

**Student Names
Associate Degrees**

Santiago Canyon College
Associate in Arts and Associate in Science
FALL 2011

<u>MAJOR</u>	<u>TOTAL</u>
Accounting	2
Art	1
Business Administration	5
Business Management	1
Chemistry	1
Communication	1
Computer Information Systems	1
Economics	1
Elementary Education	1
English	1
Entrepreneurship	2
History	4
Liberal Arts	11
Liberal Arts: Arts, Humanities & Communication	86
Liberal Arts: Math & Science	20
Liberal Arts: Social and Behavioral Sciences	23
Liberal Arts - University Transfer Studies	9
Management (General)	3
Mathematics	2
Psychology	1
Public Works Management	1
Science	1
Social Science	1
Sociology	2
Survey/Mapping Sciences - Land Surveying	4
Water Utility Science	
Wastewater/Environmental Sanitation	3
Water Distribution	9
Water Treatment	7

Fall 2011 - Total	203
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MALE	99
FEMALE	104

AA Degrees	175
AS Degrees	28

Students with multiple awards	35
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Santiago Canyon College

FALL 2011

**Student Names
Certificates of Achievement
and
Certificates of Proficiency**

Santiago Canyon College
Certificate Report
FALL 2010

Certificates of Achievement
Approved by the State Chancellor's Office

TOTALS

Accounting	1
Apprenticeship - Electricity	
Industrial	
Power Lineman	7
Sound Installer	
Apprenticeship - Surveying	
Chainman	
Chief of Party	1
Art: Digital Media	1
CSU General Education Breadth	107
Entrepreneurship	1
Gemology	4
IGETC General Education Breadth	13
Public Works:	1
Construction Inspection	9
Management	1
Survey/Mapping Science: Land Surveying	8
Water Utility Science	
Wastewater/Environmental Sanitation	7
Water Distribution	17
Water Treatment	12
TOTAL	
190	

Certificates

TOTALS

Under 18 units and not approved as Certificate of Achievement by State Chancellor's Office

Accounting - General	2
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Santiago Canyon College
Certificate Report
FALL 2010

<u>Computer Science: Applied Robotics & Embedded Programming</u>	<u>2</u>
Marketing	
<u>Advertising</u>	<u>1</u>
<u>Project Management</u>	<u>1</u>
<u>Survey/Mapping - Land Surveying Technician</u>	<u>4</u>
<u>Television/Video Communications: Media Studies</u>	<u>2</u>
<u>Water Utility Supervisor</u>	<u>1</u>

TOTAL	13
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Male - 125
Female - 78

GRAND TOTAL	203
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Santiago Canyon College
Certificate Comparative Statistics by Semester

Certificate of Achievement

Approved by the State Chancellor's Office

Fall 2010

Fall 2011

Accounting	1	1
Apprenticeship Barbering	1	
Apprenticeship - Electricity		
Industrial	35	
Power Lineman	12	7
Sound Installer	9	
Apprenticeship - Surveying		
Chainman	7	
Chief of Party	1	1
Art: Digital Media Arts		1
Cosmetology	11	
CSU General Education Breadth ++	98	107
Entrepreneurship		1
Gemology	5	4
IGETC General Education Breadth ++	45	13
Maintenance Mechanic Apprentice I	1	
Public Works		1
Public Works: Construction Inspection	8	9
Public Works: Management	16	1
Survey/Mapping - Land Surveying	7	8
Water Utility Science		
Wastewater/Environmental Sanitation	3	7
Water Distribution	18	17
Water Treatment	12	12

**Fall
Totals**

2010

290

2011

190

Santiago Canyon College
Certificate Comparative Statistics by Semester

Certificate

Fall 2010

Fall 2011

Under 18 units and not approved as Certificate of Achievement by State Chancellor's Office

Accounting - Computerized	1	
Accounting - General		2
Computer Information Systems: Web Programing	1	
Computer Science: Applied Robotics & Embedded Programming		2
Cosmetology: Cosmetician	6	
Marketing		
Advertising	1	1
General Marketing	2	
Project Management	2	1
Public Works:		
Green-Sustainable Building	3	
Supervisor	2	
Survey/Mapping: Land Surveying Technician	11	4
TV/Video Communications: Media Studies	1	2
Water Utility Science: Supervisor	1	1

**Fall
Totals**

2010

31

2011

13

Cum Totals for semester

321

203

Check Registers Submitted for Approval
Checks Written for Period 03/24/12 thru 04/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53512	General Fund Unrestricted	8,960.29	0.00	8,960.29	92*0311686	92*0311694
53514	General Fund Unrestricted	1,698.81	0.00	1,698.81	92*0311697	92*0311697
53515	General Fund Unrestricted	6,505.35	0.00	6,505.35	92*0311702	92*0311705
53516	General Fund Unrestricted	16,917.50	0.00	16,917.50	92*0311706	92*0311706
53517	General Fund Unrestricted	663.74	0.00	663.74	92*0311708	92*0311708
53518	General Fund Unrestricted	1,065.00	0.00	1,065.00	92*0311711	92*0311713
53519	General Fund Unrestricted	1,153.00	0.00	1,153.00	92*0311716	92*0311722
53522	General Fund Unrestricted	557.00	0.00	557.00	92*0311725	92*0311730
53523	General Fund Unrestricted	9,010.58	0.00	9,010.58	92*0311731	92*0311736
53525	General Fund Unrestricted	1,819.45	0.00	1,819.45	92*0311749	92*0311753
53526	General Fund Unrestricted	1,048.95	0.00	1,048.95	92*0311754	92*0311758
53529	General Fund Unrestricted	1,119.85	0.00	1,119.85	92*0311771	92*0311773
53531	General Fund Unrestricted	15,196.05	0.00	15,196.05	92*0311776	92*0311780
53532	General Fund Unrestricted	51,356.33	0.00	51,356.33	92*0311781	92*0311781
53533	General Fund Unrestricted	6,611.08	0.00	6,611.08	92*0311782	92*0311783
53534	General Fund Unrestricted	723.01	0.00	723.01	92*0311784	92*0311792
53540	General Fund Unrestricted	2,841.76	0.00	2,841.76	92*0311809	92*0311837
53541	General Fund Unrestricted	2,896.70	0.00	2,896.70	92*0311838	92*0311866
53542	General Fund Unrestricted	1,884.60	0.00	1,884.60	92*0311867	92*0311894
53544	General Fund Unrestricted	3,389.29	0.00	3,389.29	92*0311897	92*0311904
53547	General Fund Unrestricted	1,925.54	0.00	1,925.54	92*0311920	92*0311923
53548	General Fund Unrestricted	3,842.95	0.00	3,842.95	92*0311925	92*0311930
53551	General Fund Unrestricted	4,484.79	0.00	4,484.79	92*0311937	92*0311942
53555	General Fund Unrestricted	1,577,105.39	0.00	1,577,105.39	92*0311962	92*0311963
53558	General Fund Unrestricted	7,886.57	0.00	7,886.57	92*0311971	92*0311973
53561	General Fund Unrestricted	92,681.63	0.00	92,681.63	92*0311991	92*0311994
53562	General Fund Unrestricted	394.93	0.00	394.93	92*0311995	92*0311995
53563	General Fund Unrestricted	3,849.50	0.00	3,849.50	92*0311997	92*0312011
53565	General Fund Unrestricted	76,494.53	0.00	76,494.53	92*0312013	92*0312097
53566	General Fund Unrestricted	38,537.68	0.00	38,537.68	92*0312098	92*0312146
53567	General Fund Unrestricted	78,735.00	0.00	78,735.00	92*0312147	92*0312231
53568	General Fund Unrestricted	79,793.36	0.00	79,793.36	92*0312232	92*0312315
53569	General Fund Unrestricted	70,840.80	0.00	70,840.80	92*0312316	92*0312399
53570	General Fund Unrestricted	90,271.94	0.00	90,271.94	92*0312400	92*0312483
53571	General Fund Unrestricted	82,916.00	0.00	82,916.00	92*0312484	92*0312545
53572	General Fund Unrestricted	1,171.46	0.00	1,171.46	92*0312549	92*0312549
53573	General Fund Unrestricted	2,036.38	0.00	2,036.38	92*0312550	92*0312557
53576	General Fund Unrestricted	360.00	0.00	360.00	92*0312571	92*0312571
53577	General Fund Unrestricted	9,489.28	0.00	9,489.28	92*0312575	92*0312576
53579	General Fund Unrestricted	1,126.89	0.00	1,126.89	92*0312585	92*0312589
53580	General Fund Unrestricted	4,760.81	0.00	4,760.81	92*0312590	92*0312596

Check Registers Submitted for Approval
 Checks Written for Period 03/24/12 thru 04/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53581	General Fund Unrestricted	2,581.90	0.00	2,581.90	92*0312597	92*0312601
53583	General Fund Unrestricted	13,052.14	0.00	13,052.14	92*0312613	92*0312613
53586	General Fund Unrestricted	960.35	0.00	960.35	92*0312621	92*0312627
53587	General Fund Unrestricted	1,884.26	0.00	1,884.26	92*0312628	92*0312634
53588	General Fund Unrestricted	12,219.50	0.00	12,219.50	92*0312635	92*0312638
53591	General Fund Unrestricted	4,246.44	0.00	4,246.44	92*0312653	92*0312661
53598	General Fund Unrestricted	1,974.03	0.00	1,974.03	92*0312710	92*0312715
53599	General Fund Unrestricted	2,600.00	0.00	2,600.00	92*0312716	92*0312717
53600	General Fund Unrestricted	4,434.00	0.00	4,434.00	92*0312718	92*0312726
53608	General Fund Unrestricted	1,860.20	0.00	1,860.20	92*0312762	92*0312764
53610	General Fund Unrestricted	3,428.10	0.00	3,428.10	92*0312775	92*0312780
53611	General Fund Unrestricted	2,280.00	0.00	2,280.00	92*0312781	92*0312781
53612	General Fund Unrestricted	10,898.49	0.00	10,898.49	92*0312782	92*0312783
53616	General Fund Unrestricted	1,296.91	0.00	1,296.91	92*0312794	92*0312796
53618	General Fund Unrestricted	1,228.00	0.00	1,228.00	92*0312808	92*0312808
53619	General Fund Unrestricted	698.60	0.00	698.60	92*0312818	92*0312820
53620	General Fund Unrestricted	14,178.69	0.00	14,178.69	92*0312824	92*0312826
53624	General Fund Unrestricted	1,474.84	0.00	1,474.84	92*0312849	92*0312852
53625	General Fund Unrestricted	10,409.63	0.00	10,409.63	92*0312853	92*0312865
53627	General Fund Unrestricted	1,510.69	0.00	1,510.69	92*0312872	92*0312873
53628	General Fund Unrestricted	2,015.00	0.00	2,015.00	92*0312874	92*0312882
53629	General Fund Unrestricted	2,829.15	0.00	2,829.15	92*0312883	92*0312884
53634	General Fund Unrestricted	1,406.20	0.00	1,406.20	92*0312902	92*0312903
53635	General Fund Unrestricted	13,374.95	0.00	13,374.95	92*0312904	92*0312908
53636	General Fund Unrestricted	1,048.55	0.00	1,048.55	92*0312910	92*0312917
53637	General Fund Unrestricted	803.26	0.00	803.26	92*0312918	92*0312923
53638	General Fund Unrestricted	1,417.45	0.00	1,417.45	92*0312926	92*0312932
53639	General Fund Unrestricted	1,461.29	0.00	1,461.29	92*0312936	92*0312936
53640	General Fund Unrestricted	214,456.00	0.00	214,456.00	92*0312940	92*0312940
53641	General Fund Unrestricted	3,035.08	0.00	3,035.08	92*0312942	92*0312949
53642	General Fund Unrestricted	4,292.69	0.00	4,292.69	92*0312950	92*0312956
53643	General Fund Unrestricted	4,831.68	0.00	4,831.68	92*0312957	92*0312964
53644	General Fund Unrestricted	5,006.83	0.00	5,006.83	92*0312965	92*0312967
53645	General Fund Unrestricted	16,157.98	0.00	16,157.98	92*0312968	92*0312968
53648	General Fund Unrestricted	3,920.70	0.00	3,920.70	92*0312975	92*0312987
53649	General Fund Unrestricted	3,718.00	0.00	3,718.00	92*0312988	92*0312994
53650	General Fund Unrestricted	1,808.92	0.00	1,808.92	92*0312995	92*0313003
53651	General Fund Unrestricted	4,443.57	0.00	4,443.57	92*0313004	92*0313011
53652	General Fund Unrestricted	903.52	0.00	903.52	92*0313012	92*0313017
53653	General Fund Unrestricted	2,655.00	0.00	2,655.00	92*0313018	92*0313022
53658	General Fund Unrestricted	194,500.00	0.00	194,500.00	92*0313034	92*0313034

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53659	General Fund Unrestricted	50,000.00	0.00	50,000.00	92*0313035	92*0313035
53674	General Fund Unrestricted	3,612.10	0.00	3,612.10	92*0314194	92*0314194
53675	General Fund Unrestricted	83,091.97	0.00	83,091.97	92*0314195	92*0314198
53676	General Fund Unrestricted	438.77	0.00	438.77	92*0314201	92*0314204
53677	General Fund Unrestricted	2,760.94	0.00	2,760.94	92*0314205	92*0314209
53680	General Fund Unrestricted	1,845.81	0.00	1,845.81	92*0314226	92*0314227
53681	General Fund Unrestricted	41,180.30	0.00	41,180.30	92*0314231	92*0314232
53687	General Fund Unrestricted	828.77	0.00	828.77	92*0314251	92*0314252
53688	General Fund Unrestricted	3,359.42	0.00	3,359.42	92*0314253	92*0314255
53690	General Fund Unrestricted	52,540.70	0.00	52,540.70	92*0314262	92*0314262
Total Fund 11 General Fund Unrestricted		<u>\$3,181,085.14</u>	<u>\$0.00</u>	<u>\$3,181,085.14</u>		

Check Registers Submitted for Approval
 Checks Written for Period 03/24/12 thru 04/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53513	General Fund Restricted	96,208.66	0.00	96,208.66	92*0311695	92*0311696
53514	General Fund Restricted	3,268.48	0.00	3,268.48	92*0311698	92*0311699
53515	General Fund Restricted	2,692.15	0.00	2,692.15	92*0311700	92*0311701
53517	General Fund Restricted	2,195.07	0.00	2,195.07	92*0311707	92*0311710
53518	General Fund Restricted	638.50	0.00	638.50	92*0311714	92*0311715
53520	General Fund Restricted	29,366.19	0.00	29,366.19	92*0311723	92*0311723
53521	General Fund Restricted	17,500.00	0.00	17,500.00	92*0311724	92*0311724
53524	General Fund Restricted	930.00	0.00	930.00	92*0311737	92*0311746
53525	General Fund Restricted	1,588.18	0.00	1,588.18	92*0311747	92*0311751
53527	General Fund Restricted	1,854.87	0.00	1,854.87	92*0311759	92*0311764
53528	General Fund Restricted	1,501.39	0.00	1,501.39	92*0311765	92*0311770
53530	General Fund Restricted	2,195.00	0.00	2,195.00	92*0311774	92*0311774
53531	General Fund Restricted	15,410.16	0.00	15,410.16	92*0311775	92*0311778
53534	General Fund Restricted	1,227.48	0.00	1,227.48	92*0311785	92*0311790
53535	General Fund Restricted	639.45	0.00	639.45	92*0311793	92*0311797
53543	General Fund Restricted	30,892.35	0.00	30,892.35	92*0311895	92*0311896
53545	General Fund Restricted	19,643.27	0.00	19,643.27	92*0311905	92*0311910
53546	General Fund Restricted	2,139.78	0.00	2,139.78	92*0311911	92*0311919
53548	General Fund Restricted	716.25	0.00	716.25	92*0311924	92*0311924
53549	General Fund Restricted	2,767.95	0.00	2,767.95	92*0311931	92*0311934
53550	General Fund Restricted	14,277.99	0.00	14,277.99	92*0311935	92*0311936
53551	General Fund Restricted	2,781.57	0.00	2,781.57	92*0311939	92*0311940
53552	General Fund Restricted	2,444.39	0.00	2,444.39	92*0311943	92*0311947
53553	General Fund Restricted	4,438.91	0.00	4,438.91	92*0311948	92*0311954
53559	General Fund Restricted	180.00	0.00	180.00	92*0311974	92*0311982
53560	General Fund Restricted	160.00	0.00	160.00	92*0311983	92*0311990
53562	General Fund Restricted	2,000.00	0.00	2,000.00	92*0311996	92*0311996
53572	General Fund Restricted	5,265.86	0.00	5,265.86	92*0312546	92*0312548
53574	General Fund Restricted	1,067.45	0.00	1,067.45	92*0312558	92*0312566
53575	General Fund Restricted	1,122.48	0.00	1,122.48	92*0312567	92*0312568
53576	General Fund Restricted	1,205.73	0.00	1,205.73	92*0312569	92*0312573
53577	General Fund Restricted	3,274.25	0.00	3,274.25	92*0312574	92*0312574
53578	General Fund Restricted	2,077.23	0.00	2,077.23	92*0312577	92*0312584
53579	General Fund Restricted	218.13	0.00	218.13	92*0312586	92*0312588
53582	General Fund Restricted	3,651.56	0.00	3,651.56	92*0312602	92*0312611
53583	General Fund Restricted	27,498.00	0.00	27,498.00	92*0312612	92*0312612
53588	General Fund Restricted	4,612.15	0.00	4,612.15	92*0312637	92*0312639
53589	General Fund Restricted	3,147.97	0.00	3,147.97	92*0312640	92*0312647
53590	General Fund Restricted	459.69	0.00	459.69	92*0312648	92*0312652
53591	General Fund Restricted	4,058.45	0.00	4,058.45	92*0312654	92*0312657
53592	General Fund Restricted	17,622.57	0.00	17,622.57	92*0312662	92*0312663

Check Registers Submitted for Approval
 Checks Written for Period 03/24/12 thru 04/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53593	General Fund Restricted	1,030.00	0.00	1,030.00	92*0312664	92*0312672
53594	General Fund Restricted	1,100.00	0.00	1,100.00	92*0312673	92*0312681
53595	General Fund Restricted	1,030.00	0.00	1,030.00	92*0312682	92*0312690
53596	General Fund Restricted	1,260.00	0.00	1,260.00	92*0312691	92*0312699
53597	General Fund Restricted	760.00	0.00	760.00	92*0312700	92*0312707
53598	General Fund Restricted	2,576.91	0.00	2,576.91	92*0312708	92*0312709
53604	General Fund Restricted	717.58	0.00	717.58	92*0312739	92*0312744
53605	General Fund Restricted	31,408.87	0.00	31,408.87	92*0312745	92*0312748
53606	General Fund Restricted	418.76	0.00	418.76	92*0312749	92*0312754
53607	General Fund Restricted	1,196.26	0.00	1,196.26	92*0312755	92*0312761
53608	General Fund Restricted	1,043.95	0.00	1,043.95	92*0312763	92*0312763
53609	General Fund Restricted	2,411.91	0.00	2,411.91	92*0312765	92*0312773
53610	General Fund Restricted	1,206.80	0.00	1,206.80	92*0312774	92*0312774
53616	General Fund Restricted	1,583.77	0.00	1,583.77	92*0312793	92*0312799
53617	General Fund Restricted	3,951.20	0.00	3,951.20	92*0312800	92*0312806
53618	General Fund Restricted	7,491.67	0.00	7,491.67	92*0312807	92*0312815
53619	General Fund Restricted	1,538.61	0.00	1,538.61	92*0312816	92*0312823
53621	General Fund Restricted	1,766.77	0.00	1,766.77	92*0312827	92*0312840
53624	General Fund Restricted	1,820.00	0.00	1,820.00	92*0312850	92*0312850
53626	General Fund Restricted	5,813.55	0.00	5,813.55	92*0312866	92*0312870
53627	General Fund Restricted	873.67	0.00	873.67	92*0312871	92*0312871
53628	General Fund Restricted	1,820.67	0.00	1,820.67	92*0312876	92*0312881
53629	General Fund Restricted	132.99	0.00	132.99	92*0312885	92*0312885
53636	General Fund Restricted	615.80	0.00	615.80	92*0312909	92*0312916
53637	General Fund Restricted	260.11	0.00	260.11	92*0312920	92*0312924
53638	General Fund Restricted	88.36	0.00	88.36	92*0312925	92*0312925
53639	General Fund Restricted	9,894.33	0.00	9,894.33	92*0312933	92*0312939
53640	General Fund Restricted	106,382.99	0.00	106,382.99	92*0312941	92*0312941
53642	General Fund Restricted	370.03	0.00	370.03	92*0312955	92*0312955
53650	General Fund Restricted	1,103.26	0.00	1,103.26	92*0312998	92*0313000
53651	General Fund Restricted	1,205.68	0.00	1,205.68	92*0313007	92*0313009
53674	General Fund Restricted	12,895.10	0.00	12,895.10	92*0314190	92*0314193
53676	General Fund Restricted	230.50	0.00	230.50	92*0314199	92*0314200
53677	General Fund Restricted	3,699.85	0.00	3,699.85	92*0314207	92*0314211
53678	General Fund Restricted	4,977.38	0.00	4,977.38	92*0314212	92*0314217
53679	General Fund Restricted	3,061.25	0.00	3,061.25	92*0314218	92*0314222
53680	General Fund Restricted	3,899.40	0.00	3,899.40	92*0314223	92*0314230
53685	General Fund Restricted	6,372.74	0.00	6,372.74	92*0314239	92*0314244
53686	General Fund Restricted	418.35	0.00	418.35	92*0314245	92*0314250
53688	General Fund Restricted	6,003.52	0.00	6,003.52	92*0314254	92*0314254
53689	General Fund Restricted	1,689.81	0.00	1,689.81	92*0314256	92*0314261

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53690	General Fund Restricted	32,886.56	0.00	32,886.56	92*0314263	92*0314264
Total Fund 12 General Fund Restricted		<u><u>\$603,948.52</u></u>	<u><u>\$0.00</u></u>	<u><u>\$603,948.52</u></u>		

Check Registers Submitted for Approval
 Checks Written for Period 03/24/12 thru 04/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53536	Child Development Fund	1,186.33	0.00	1,186.33	92*0311798	92*0311800
53554	Child Development Fund	5,189.50	0.00	5,189.50	92*0311955	92*0311961
53584	Child Development Fund	2,369.96	0.00	2,369.96	92*0312614	92*0312618
53601	Child Development Fund	2,027.55	0.00	2,027.55	92*0312727	92*0312729
53613	Child Development Fund	13,712.55	0.00	13,712.55	92*0312784	92*0312788
53622	Child Development Fund	1,753.32	0.00	1,753.32	92*0312841	92*0312845
53630	Child Development Fund	3,804.94	0.00	3,804.94	92*0312886	92*0312893
53654	Child Development Fund	316.98	0.00	316.98	92*0313023	92*0313023
53682	Child Development Fund	13,392.39	0.00	13,392.39	92*0314233	92*0314234
Total Fund 33 Child Development Fund		<u>\$43,753.52</u>	<u>\$0.00</u>	<u>\$43,753.52</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53539	Capital Outlay Projects Fund	73,094.47	0.00	73,094.47	92*0311808	92*0311808
53557	Capital Outlay Projects Fund	42,469.72	0.00	42,469.72	92*0311968	92*0311970
53603	Capital Outlay Projects Fund	3,410.00	0.00	3,410.00	92*0312738	92*0312738
53632	Capital Outlay Projects Fund	17,883.74	0.00	17,883.74	92*0312897	92*0312898
53647	Capital Outlay Projects Fund	124.81	0.00	124.81	92*0312974	92*0312974
53684	Capital Outlay Projects Fund	28,231.31	0.00	28,231.31	92*0314238	92*0314238
Total Fund 41 Capital Outlay Projects Fu		<u><u>\$165,214.05</u></u>	<u><u>\$0.00</u></u>	<u><u>\$165,214.05</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53537	Bond Fund, Measure E	162,918.70	0.00	162,918.70	92*0311801	92*0311803
53538	Bond Fund, Measure E	660,677.49	0.00	660,677.49	92*0311804	92*0311807
53556	Bond Fund, Measure E	64,124.06	0.00	64,124.06	92*0311964	92*0311967
53585	Bond Fund, Measure E	6,163.92	0.00	6,163.92	92*0312619	92*0312620
53602	Bond Fund, Measure E	74,474.89	0.00	74,474.89	92*0312730	92*0312737
53614	Bond Fund, Measure E	1,782.05	0.00	1,782.05	92*0312789	92*0312790
53615	Bond Fund, Measure E	399,425.00	0.00	399,425.00	92*0312791	92*0312792
53623	Bond Fund, Measure E	18,259.54	0.00	18,259.54	92*0312846	92*0312848
53631	Bond Fund, Measure E	97,852.00	0.00	97,852.00	92*0312894	92*0312896
53646	Bond Fund, Measure E	85,128.73	0.00	85,128.73	92*0312969	92*0312973
53655	Bond Fund, Measure E	311,037.69	0.00	311,037.69	92*0313024	92*0313027
53656	Bond Fund, Measure E	304,314.25	0.00	304,314.25	92*0313028	92*0313032
53683	Bond Fund, Measure E	58,229.72	0.00	58,229.72	92*0314235	92*0314237
Total Fund 42 Bond Fund, Measure E		<u>\$2,244,388.04</u>	<u>\$0.00</u>	<u>\$2,244,388.04</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53633	Property and Liability Fund	18,370.85	0.00	18,370.85	92*0312899	92*0312901
53657	Property and Liability Fund	10,279.45	0.00	10,279.45	92*0313033	92*0313033
53691	Property and Liability Fund	1,020.00	0.00	1,020.00	92*0314265	92*0314265
Total Fund 61 Property and Liability Fund		<u>\$29,670.30</u>	<u>\$0.00</u>	<u>\$29,670.30</u>		

53564	Workers' Compensation Fund	161.52	0.00	161.52	92*0312012	92*0312012
Total Fund 62 Workers' Compensation Fu		<u><u>\$161.52</u></u>	<u><u>\$0.00</u></u>	<u><u>\$161.52</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,181,085.14
Total Fund 12 General Fund Restricted	603,948.52
Total Fund 33 Child Development Fund	43,753.52
Total Fund 41 Capital Outlay Projects Fund	165,214.05
Total Fund 42 Bond Fund, Measure E	2,244,388.04
Total Fund 61 Property and Liability Fund	29,670.30
Total Fund 62 Workers' Compensation Fund	161.52
Grand Total:	<u><u>\$6,268,221.09</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 23, 2012
Re:	Approval of the 2012-13 Tentative Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

Each year, the Board of Trustees approves Budget Assumptions that serve as the foundation used to guide the district and colleges in the development of the district's annual budget.

ANALYSIS

The attached Budget Assumptions were formulated by the Budget Allocation and Planning Review (BAPR) Committee at the March 28, 2012 meeting. The district will be implementing a new Budget Allocation Model based on the statewide SB361 Budget Allocation Model that allocates state apportionment revenues to the California community college districts. This new revenue allocation model distributes funding to the campuses based on workload measures Full Time Equivalent Students (FTES) generation and campus size. Over the past two years a subcommittee of BAPR, the BAPR Workgroup, has been evaluating the district's existing Budget Allocation Model (BAM) and reviewing other multi-college district's budget models. The existing RSCCD BAM has been used over the past twelve years. The last accreditation team visit identified the need to evaluate the current Budget Allocation Model annually as the BAM states. After extensive review, using the district's shared governance process, the BAPR Committee recommended to the Chancellor that the district utilize a new SB361 Budget Allocation Model with implementation beginning budget year July 1, 2012.

Due to expected cost increases in the 2012-2013 budget year, the proposed 2012-2013 Tentative Budget will include budget reductions of \$5 million and anticipates spending down a portion of the beginning fund balance. With the uncertainty of the November 2012 state tax initiative, the proposed Tentative Budget, at this point, will assume that the Governor's compromise tax initiative will pass. Once a state budget is enacted by the Legislature, by the end of June, any necessary changes to our state funding can be made in the district's proposed Adopted Budget for approval by the Board of Trustees in September 2012.

The BAPR Committee recommended the proposed budget assumptions for the 2012-2013 Tentative Budget to the Chancellor, and the Chancellor is recommending the Budget Assumptions for approval by the Board of Trustees.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Tentative Budget Assumptions for the 2012-13 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: April 23, 2012
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District 2012-13 Tentative Budget Assumptions

	2011-12 Assumptions Adopted Budget		2012-13 Assumptions Tentative Budget	
			*	
General Assumptions				
Balanced Budget - using a portion of 2011-12 unrestricted ending balance (Budget Stabilization Fund)		X	1	X
Minimum 5% Restricted Reserve		X	2	X
SB 361 Funding Model - New Revenue Allocation Model as of July 1, 2012			3	X
Planning Documents & Processes		X	4	X

Revenue Assumptions

Cost of Living Adjustment (COLA) of 0.00% for 2012-13			5	X
No Growth (Restoration) for 2012-13			6	X
Assumes Governor's Tax Proposal passed by voters in November 2012			7	X
All reductions to Categorical Programs will be borne by those Categorical Programs		X	8	X
Lottery Revenue at School Services of California Rate includes Workload Measure Reductions		X	9	X

Expense Assumptions

Meet All Negotiated Contractual Obligations		X	10	X
Step and Column movement is an additional cost of approximately \$1.1 million			11	X
CalPERS-Employer Contribution rate increases by 1.20% (10.923% to 12.123%) is an additional cost of approximately \$500,000			12	X
Health and Welfare benefit premium cost increase of 10.00% is an additional cost of approximately \$2 million			13	X
Contribution of 1% of total salaries to the Retiree Benefit Fund with an additional \$500,000		X	14	X
Unrestricted general fund expenditure reduction of \$5 million by Budget Centers			15	X

* Number Assigned to Budget Assumption

Rancho Santiago Community College District

2012-13 Tentative Budget Assumptions

These assumptions are for use in development of the 2012-13 budget centers tentative budgets. As more detailed information is received in the coming months from the Offices of the Governor and the State Chancellor, the assumptions will be adjusted accordingly.

General Assumptions

1. The 2012-13 Tentative Budget will be balanced by using a portion of the 2011-12 unrestricted ending balance in excess of the 5% Restricted Reserve (Budget Stabilization Fund)
2. The 2012-13 Tentative Budget will have a Restricted Reserve of no less than 5%
3. Budgeting for 2012-13 will utilize the new SB 361 Funding Model
4. The budget centers will use plans, planning documents, and planning processes as a basis for the development of their expenditure budgets

Revenue Assumptions

5. The Cost of Living Adjustment (COLA) of 0.00% for 2012-13
6. No Growth (Restoration) for 2012-13
7. Assumes Governor's Tax Proposal passed by voters in November 2012
8. All reductions to Categorical Programs will be borne by those Categorical Programs
9. The lottery revenue will be calculated at the rate projected by School Services of California. The current estimate is \$117.25 per FTES for unrestricted revenue and \$23.25 per FTES for restricted revenue in accordance with Proposition 20. Lottery revenues are reduced in proportion to workload measures reductions (loss of FTES)

Expenditure Assumptions

10. The District intends to meet all negotiated contractual obligations
11. Step and Column movement is an additional cost of approximately \$1.1 million
12. CalPERS-Employer Contribution rate increases by 1.20% (10.923% to 12.123%) is an additional cost of approximately \$500,000
13. Health and Welfare benefit premium cost increase of 10.00% is an additional cost of approximately \$2 million
14. Contribution of 1% of total salaries to the Retiree Benefit Fund with an additional \$500,000
15. Unrestricted general fund expenditure reduction of \$5 million by Budget Centers

Reviews

BAPRC recommends budget assumptions to the Chancellor (3-28-2012)
Chancellor's Cabinet review of recommended budget assumptions (4-17-2012)
District Council review of recommended budget assumptions (4-23-2012)
Board of Trustees to review and approve (4-23-2012)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS AND FISCAL SERVICES**

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Lease Agreement with Caypen, 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

Caypen is a media company for and by Entrepreneurs & Innovators. Elevating entrepreneurs via online digital magazine, Web TV and events.

The recommended lease is for one year: March 2nd, 2012 – March 1st, 2013

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Caypen, Inc and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$2,468.40	Board Date: April 23, 2012
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, Ph.D., Chancellor	

**Digital Media Center
LEASE**

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and Caypen, Inc ("Tenant"), is dated March 2nd, 2012.

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): \$ 2,468.40 per year.
- b. Base Year: The calendar year of 2012.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: March 2nd, 2012
- 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: March 1, 2013 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: 1300 S. Bristol Street, Santa Ana, CA 92704 #220
- j. Monthly Installments of Base Rent (initial): \$ 205.70 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 2 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 121 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 220
- 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:

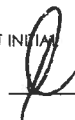
If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery 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 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 (30th) 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 un-terminated 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 there-

fore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile 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, without 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.

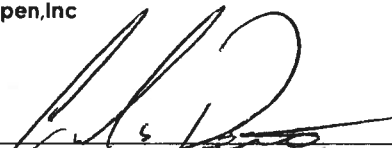
- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant 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 interests 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.
- a. **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.
 - b. **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" Caypen, Inc
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Carlos Pena</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>CEO/Caypen, Inc</u>

ORIGINAL



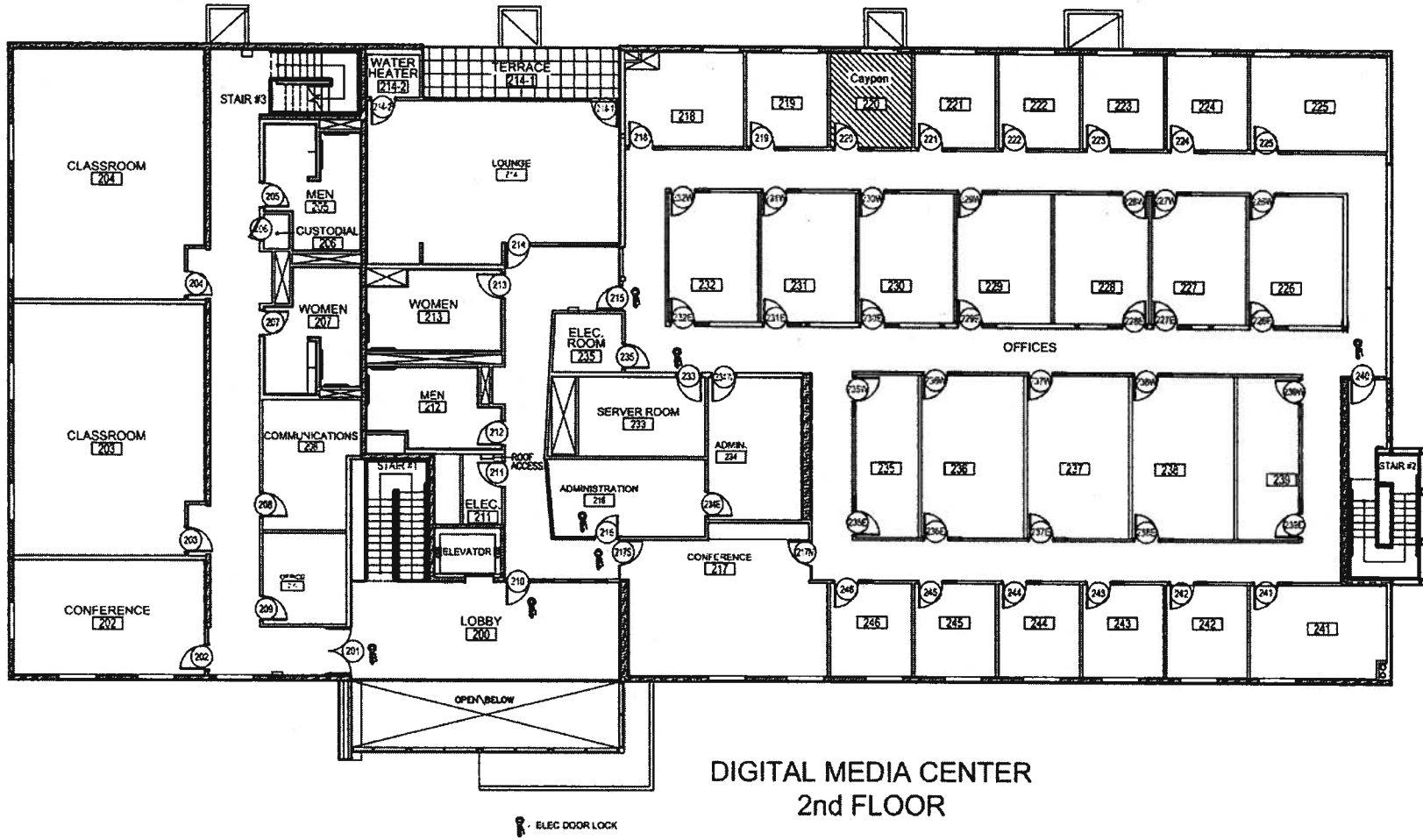


EXHIBIT A
FLOOR PLAN

TENANT INITIAL

EXHIBIT B

SITE PLAN

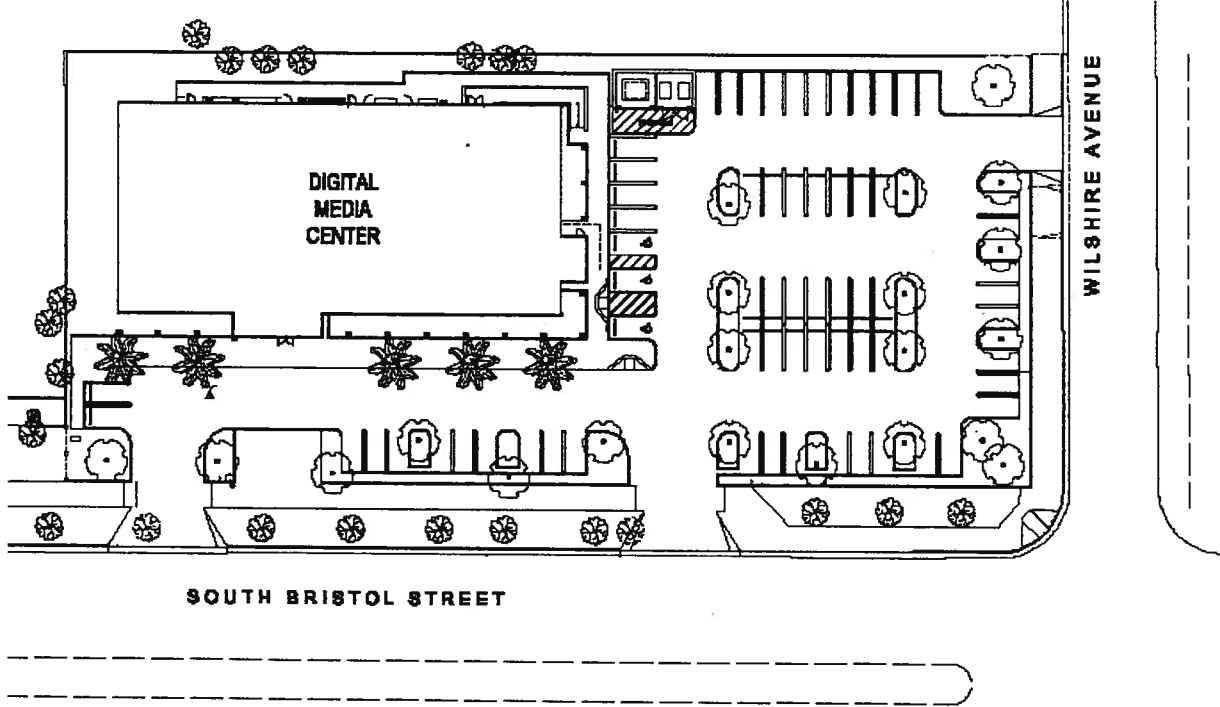


EXHIBIT C

**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 March 2nd, 2012, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Caypen, Inc ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 220 (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.

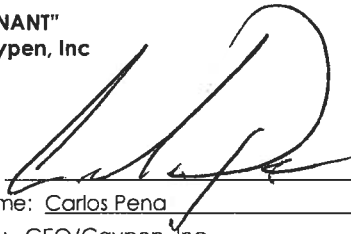
1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components 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 Carlos Pena 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>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p>"TENANT" Caypen, Inc</p>
<p>By: _____</p> <p>Name: <u>Peter J. Hardash</u></p> <p>Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p>	<p>By: </p> <p>Name: <u>Carlos Pena</u></p> <p>Title: <u>CEO/Caypen, Inc</u></p>

ORIGINAL



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 

Board Approval

Date

ORIGINAL



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

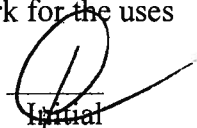
- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from “slow” sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing 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


Initial

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.

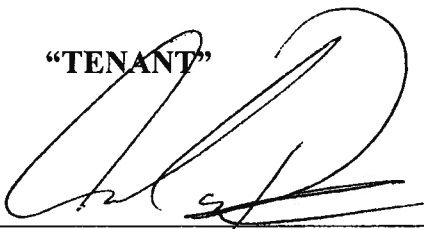
Specific questions about this policy and reports of activity in violation of this policy should be specifically addressed to the DMC Director.

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**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

"TENANT"

By: 
Name: Carlos Pena
Title: CEO/Caypen, Inc

ORIGINAL

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS AND FISCAL SERVICES

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Lease Agreement with Glueper	
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

Glueper is a geo-social mobile marketing platform using gamification to connect users to customers. Gamification is connecting businesses with their customers through rich, engaging, and rewards driven gaming experiences. Glueper’s platform is a uniquely blend of mobile Location-Based-Social-Networks offering interactive marketers the promise of connecting consumers with places and points of sale, impacting the purchase decision cycle at all four points of brand awareness, brand elevation, brand consideration and purchase.

The recommended lease is for one year: February 24, 2012 – February 23, 2013

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Glueper and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$4,018.80	Board Date: April 23, 2012
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, Ph.D., Chancellor	

**Digital Media Center
LEASE**

This lease between **Rancho Santiago Community College District**, a political subdivision of the State of California ("Landlord"), and **GLUEPER** ("Tenant"), is dated February 24th, 2012.

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): \$ 4,018.80 per year.
- b. Base Year: The calendar year of 2012.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: February 24th, 2012
- 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: February 23, 2013 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: 1300 S. Bristol Street, Santa Ana, CA 92704 #
- j. Monthly Installments of Base Rent (initial): \$ 334.90 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 2 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 197 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No.230
- 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).

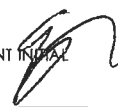
(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments 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.

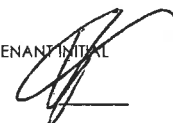
(3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as 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 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 (30th) 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.

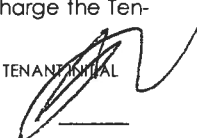
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement 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-

TENANT INITIAL 

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 un-terminated 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%).

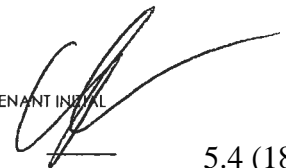
The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall 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 there-

fore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile 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, without 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.

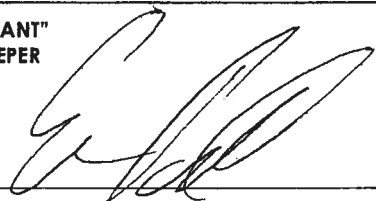
39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
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 37.1 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 interests 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.
- a. **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.
 - b. **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.

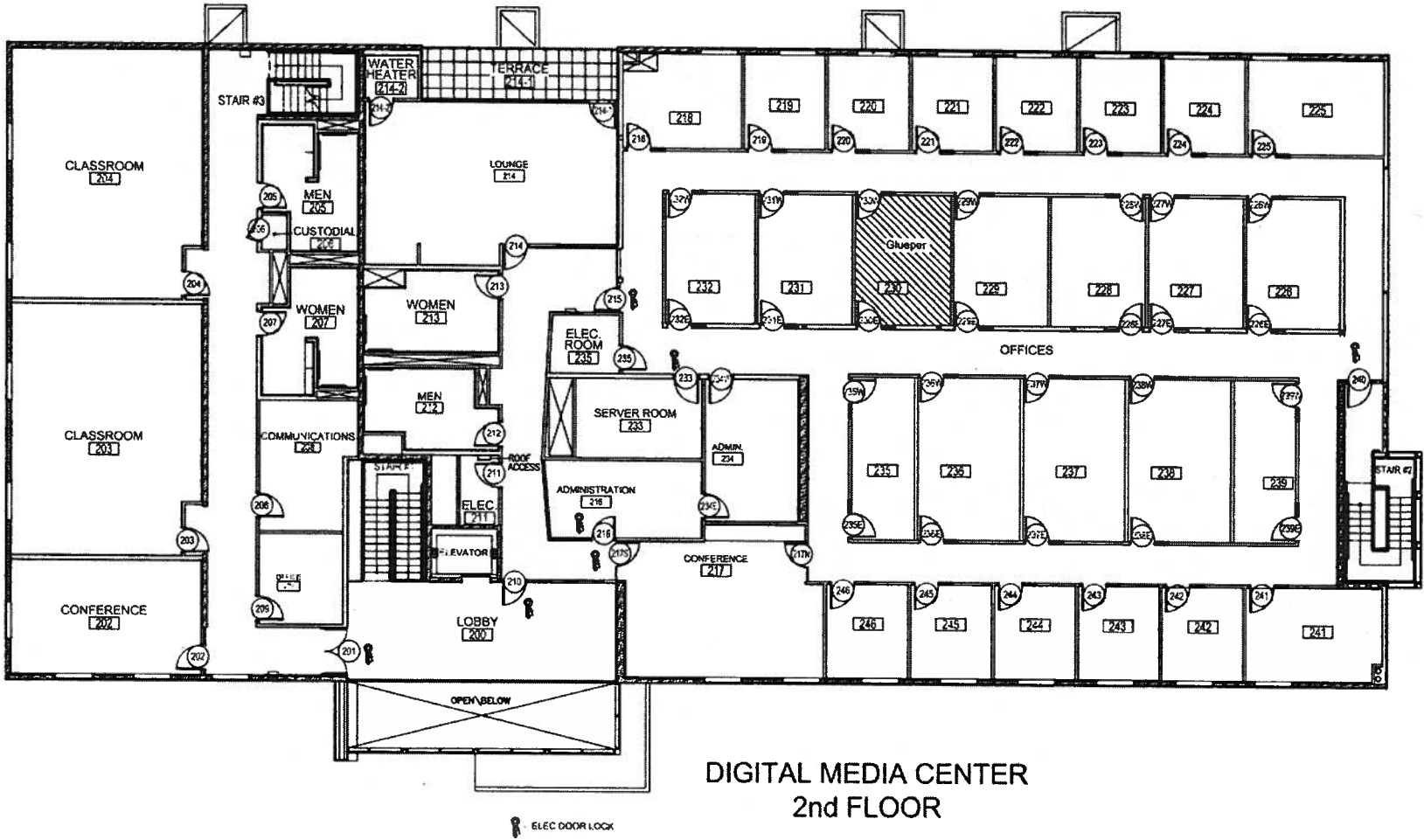
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" GLUEPER
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Evan Paul</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>COO</u>

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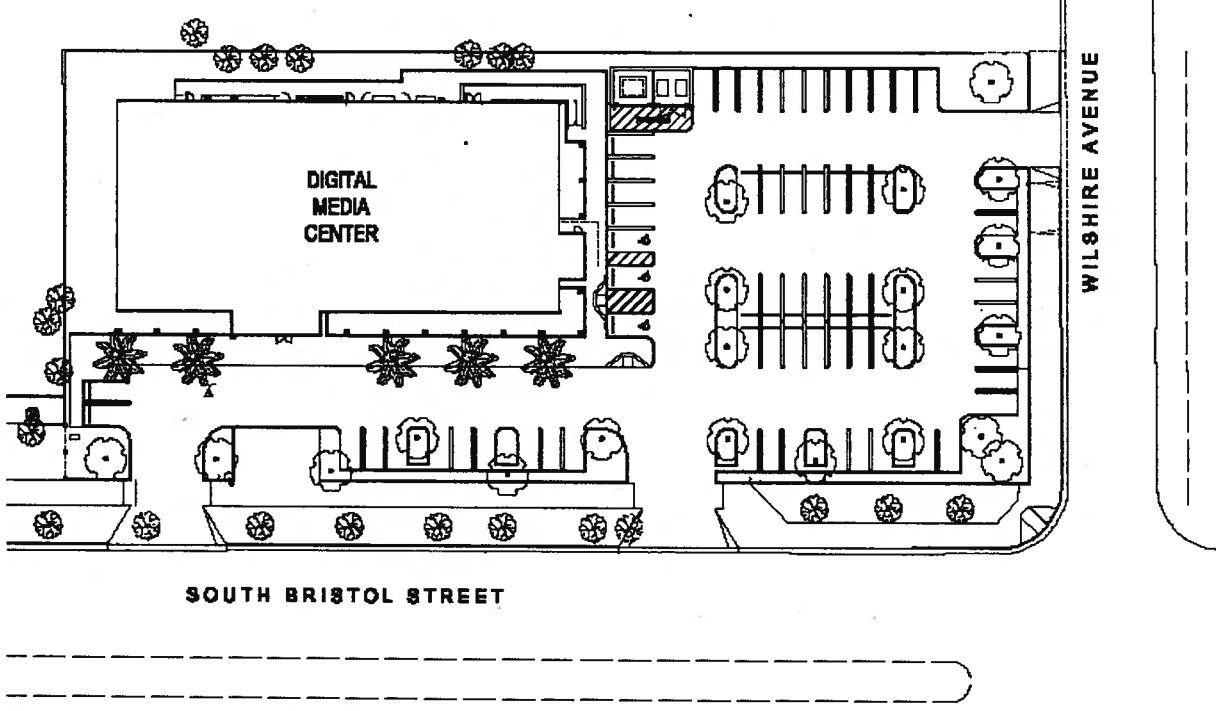

TENANT INITIAL

EXHIBIT A
FLOOR PLAN



DIGITAL MEDIA CENTER
2nd FLOOR

EXHIBIT B
SITE PLAN



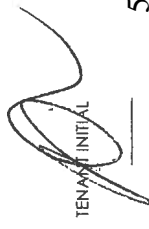
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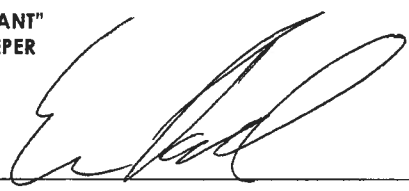
EXHIBIT C

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 February 24th, 2012, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and GLUEPER ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 230 (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 Evan Paul 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>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>By: _____ Name: <u>Peter J. Hardash</u> Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p>	<p>"TENANT" GLUEPER</p> <p>By:  Name: <u>Evan Paul</u> Title: <u>COO</u></p>
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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,



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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.



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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
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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 

Board Approval

Date

ORIGINAL

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.



Initial


- 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.



 Initial

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.


Initial

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.

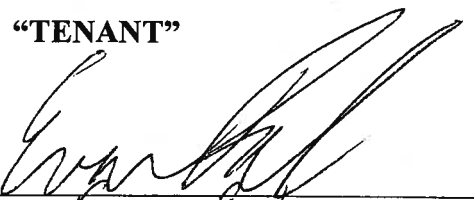
By signing this page, tenant confirms that the INUG has been read, understood and agrees to comply with the INUG, and to be subject to its terms, as may be updated from time to time by the DMC.

"LANDLORD"

**Rancho Santiago Community College
District**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

"TENANT"

By: 
Name: Evan Paul
Title: COO, Hueper Corp

ORIGINAL



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date:	April 23, 2012
Re:	Approval of a Revision to Increase the Fiscal Impact of a Lease Agreement between RSCCD/SBDC and Brea Chamber of Commerce		
Action:	Request for Approval		

BACKGROUND

The lease agreement between RSCCD/Small Business Development Center (SBDC) and the Brea Chamber of Commerce was approved by the board at its April 2, 2012, board meeting (docket item 5.3).

ANALYSIS

In the analysis section of the docket item on April 2, 2012, it showed that \$12,000 was budgeted in project number 1642 to lease space for a North Orange County SBDC satellite center. In the fiscal impact section of the docket item on April 2, 2012, it listed \$6,000 in error. Due to this discrepancy, the SBDC is seeking approval of a revision to increase the fiscal impact of the agreement to \$12,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the revision to increase the fiscal impact of the agreement to \$12,000 as presented.

Fiscal Impact:	\$12,000	Board Date:	April 23, 2012
Prepared by:	Leila Mozaffari, Director, Small Business Development Center/ Enrique Perez, Assistant Vice Chancellor, Educational Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

LEASE AGREEMENT

1. Basic Provisions

- 1.1 Parties:** This Lease Agreement ("Lease") dated for reference purposes only **May 1st, 2011** is made by and between the Brea Chamber of Commerce, (hereinafter called "Lessor", "BCC" or Party) and Rancho Santiago Community College District, (hereinafter called "Lessee", "RSCCD", "SBDC" or Party).
- 1.2 Premises:** That certain portion of the premises including all improvements therein commonly known by the street address of One Civic Center Drive located in the City of Brea, County of Orange, State of California, with a zip code of 92821, (and generally described as a private office of approximately 100 sq. ft. and the following furniture and appliances in said private office: desk, chair, credenza (the "Premises").
- In addition to Lessee's rights to use and occupy the Premises as herein specified, Lessee shall have non-exclusive rights to the common areas (as described in the attached Exhibit A). The Premises, the building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project". Lessee agrees to be responsible to keep the provided office space and common areas neat, clean, and in good order and condition.
- 1.3 Term:** 1 year and 9 months ("Original Term") commencing **May 1st 2011** (Commencement Date") and ending **January 31st 2013** (Expiration Date").
- 1.4 Rent:** \$500 per month ("Rent") payable on the **First** day of each month commencing **May 1st, 2011**.
- 1.5 Attachments:** Attached hereto are the following, all of which constitute a part of this lease:
- 1.5.1 Exhibit A : Description of Common Areas**
 - 1.5.2 Exhibit B : Evidence of insurance BCC**
 - 1.5.3 Exhibit C: Evidence of insurance RSCCD/SBDC**
 - 1.5.4 Exhibit D: Layout of the Premises**

2. Use of Premises.

- 2.1** The office shall be used by the Orange County Small Business Development Center (CSBDC), an economic development program of RSCCD, for office work/appointments/meetings by SBDC staff.
- 2.2** Lessor agrees to furnish and pay for the following services and/or utilities: electricity, gas, garbage collection, trash removal, water, janitorial, pest control, taxes, air conditioning, heating, Internet, phone for inter-office communication, and light administrative support which shall include taking phone messages, screening clients, and scheduling appointments, greeting clients, notifying SBDC personnel that client has arrived, scheduling follow-up appointments, and coordination with the City of Brea for the use of conference facilities for workshops, seminars, and meetings. Administrative support will be available during normal BCC operating hours: Monday through Thursday from 9:00 AM until 5:00 PM and Fridays from 9:00 AM until 4:00 PM. Lessor agrees to

provide Lessee one (1) key to the office door and one (1) key to the lobby door. Said keys are non-duplicate and must be signed for by Lessee.

2.3 Lessor agrees to provide Lessee at no cost to the Lessee access to reception area, space to display literature, and access to printer/copier/fax for light usage. BCC takes no responsibility for any missed or failed to receive or transmit faxes. If BCC determines that SBDC is using a disproportionate amount of paper, toner, Internet, and/or BCC staff time, BCC will notify the SBDC who will decrease its usage or alternatively BCC and SBDC can mutually agree on an amount that will cover the increased costs.

2.4 Lessee shall not lease, sublease or assign the premises without the prior written consent of the Lessor.

2.5 Lessor may enter the Premises at reasonable times for the purpose of inspection, maintenance or repair, however Lessor shall give Lessee reasonable notice (at least one day) prior to such an entry.

2.6 Lessor shall have the right, in Lessor's sole discretion, from time to time, to make changes to the premises, to close temporarily (other than state and federal holidays and weekends) the Lessor premises, and to do and perform such other acts and make such other changes in, to or with respect to the Lessor premises as Lessor may, in the exercise of sound business judgment, deem to be appropriate. If the use of the Premises are closed for more than one business day, in such instances, Lessor shall give lessee 30 day advance notice in writing and abate the rent for the period that Lessee is unable to use the Premises.

2.7 Lessee agrees to occupy the Premises and shall keep the same in good condition, reasonable wear and tear expected, and shall not make any alterations thereon without the written consent of the Lessor.

2.8 Lessor agrees to regularly maintain the building and grounds in a clean, orderly and neat manner. Lessor further agrees upon notice by Lessee to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the Premises.

3. Insurance. RSCCD shall provide BCC with evidence of insurance to cover costs related to damage beyond normal wear and tear caused by SBDC staff to the Premises as defined in this Lease. BCC shall provide evidence of insurance to RSCCD to cover costs related to repair or replacement due to damages beyond normal wear and tear to the Premises. BCC shall be financially responsible for any costs related to the repair or replacement due to damage to the reception area or any common areas caused by BCC staff or members.

4. Waivers of Subrogation

Any and all of BCC's or RSCCD's insurances policies provided under the provisions of this Lease which may be used in relation to this Lease shall contain provisions that insurers shall

have no right of subrogation against the either BCC or RSCCD, it being the intent of the BCC and RSCCD, that the insurance policies shall protect both parties.

BCC shall be named as additional insured in all of RSCCD policies, except RSCCD's Workman's Compensation and P&I insurance policies, and RSCCD shall be named as additional insured in all of BCC's insurance policies, except Workman's Compensation and P&I insurance policies.

Notwithstanding the provisions of this Article, the naming of BCC and RSCCD as additional assureds and/or protective co-insured is:

- only with respect to claims, demands, suits and actions resulting from operations under the Lease; and
- not intended to derogate from the division of risk and indemnity agreements set out under the Lease.

BCC shall not be entitled to assert a claim against RSCCD insurance with respect to liabilities and losses assumed by BCC or as to which BCC indemnifies RSCCD under the Lease.

RSCCD shall not be entitled to assert a claim against BCC's insurance with respect to liabilities and losses assumed by RSCCD or as to which RSCCD indemnifies BCC under the Lease.

5. Marketing Lessor shall promote the services that Lessee provides, such as no-cost business consulting and workshops, to all members of the Lessor through standard Lessor channels, such as e-mail, Insights magazine, Lessor web site and press releases.

6. Workshops Lessee shall provide a minimum of four (4) educational workshops per year during which this Agreement is in effect. Workshops topics shall be selected by Lessee. Workshops shall be scheduled by Lessor, with dates and times approved by Lessee, so as not to impact attendance at other Lessor or Lessee events. Workshop locations shall be arranged by Lessor and will be promoted through standard Lessor channels.

7. Lessee shall, upon termination of this agreement, vacate and return Premises in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Lessee's control.

8. This Agreement shall be governed and construed in accordance with the laws of the State of California, and subject to the exclusive jurisdiction of the courts located in Orange County, California. In the event of a dispute relating to this Agreement, the Parties shall make a good faith effort to settle any differences without resorting to litigation.

9. MEDIATION OR ARBITRATION OF DISPUTES

9.1 The parties will act in good faith to (i) resolve any claim or dispute arising under this Agreement, (ii) submit the matter to, and participate in, mediation if the claim or dispute cannot be resolved, and (iii) select a mutually agreeable mediator. If the parties fail to resolve a claim or dispute, or fail to select a mutually agreeable mediator, within fifteen (15) days of delivery of a written demand for mediation by either party to the

other, that claim or dispute will be submitted by any party to mediation to either Judicial Arbitration & Mediation Services, Inc. ("JAMS"), under approved JAMS rules and procedures of mediation then in effect. All costs of mediation will be paid equally by the parties.

92 Any successfully resolved claim or dispute will be (i) documented in writing, (ii) signed by the parties, and (iii) deemed admissible in court whether or not explicitly stated in that writing.

93 Any party who fails to (i) participate in a mediation, (b) act in good faith in its participation in the mediation, or (iii) act in good faith in selecting a mutually agreeable mediator, will forfeit its right to recover attorneys' fees and other costs and fees in any action, even if that party is the prevailing party. In that case, the right to attorneys' fees, costs and other fees authorized by this Agreement will be considered null and void, and no authority will exist for the award of any such amounts.

9.4 If any dispute cannot be resolved by mediation, the parties agree that, within fifteen (15) days of delivery of a written demand for arbitration by either party to the other, that claim or dispute will be submitted by any party for final binding arbitration to JAMS, under approved JAMS or ADR rules and procedures of arbitration then in effect.

9.5 If any party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such action, proceeding, or appeal thereon, shall be entitled to reasonable consultants', accountants' and attorneys' fees and expenses. Such fees and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. Any attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. The Prevailing Party shall be entitled to consultants', accountants', and attorneys' fees, costs and expenses incurred in preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach.

10. Termination Due to Loss of Funding- Notwithstanding any other provision of this Lease, if funds anticipated for the continued fulfillment of this Lease are at any time not forthcoming,, then the Lessee shall have the right to terminate this Lease by giving Lessor 30 days notice specifying the reasons for such necessary termination. The termination of the Lease pursuant to this paragraph shall not cause penalty to be charged to the Lessee. Any prepaid rent shall be returned to Lessee for the period following the termination date.

11. Notices: All notices to Lessee shall be addressed to Leila Mozaffari, Director and mailed to RSCCD/Orange County SBDC, 2323 N Broadway, Ste 201, Santa Ana, CA 92706.

12. Additional terms:

Free parking is available on a limited basis for SBDC personnel and visitors on P1 level of the Civic Center public garage.

We, the undersigned are authorized representatives of BCC and RSCCD/SBDC, agree to this Agreement:

BCC:

Michael Duran _____

Signature _____ Date _____

Sharon Wagner _____

Signature _____ Date _____

RSCCD:

Raúl Rodríguez, Ph.D. _____

Chancellor _____

Signature _____ Date _____

EXHIBIT "A"
WHICH DESCRIBES COMMON AREAS

SBDC will share use of the BCC reception area and outer lobby. SBDC will be provided space to display literature both within the BCC reception area and in the outer lobby member flyer rack. SBDC shall have access to the copier/fax area, coffee bar and lunch area, and storage room kitchen area (refrigerator/microwave). No SBDC items may be stored in these areas, except for personal lunch use of the refrigerator.

EXHIBIT "B"

TRAVELERg,

One Tower Square, Hartford, Connecticut 06183

COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS

POLICY NUMBER: X-660-7601A878-TIL-11
ISSUE DATE: 01-14-11

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 03/01/11 to 03/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Property Coverage Part consists of these Declarations and the attached Supplemental Declaration(s), Schedule(s), Table of Contents, Commercial Property Conditions, the Coverage Form(s), the Cause of Loss Form(s) and endorsements.

1. COVERAGE - Insurance applies only to premises location(s) and building number(s) shown below for the coverages, optional coverage(s) or coverage option(s) indicated in this Declarations or specified in any endorsements attached to this Coverage Part.
2. DEDUCTIBLE - The following deductible applies unless a different or more specific deductible is indicated within this Declarations or by endorsement.

500 per occurrence

PREMISES LOCATION NO. 0001 BUILDING NO. 0001

COVERAGE	LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS
Tenant's Improvements and Betterments Replacement Cost applies	\$ 32,414	90%	Special
Your Business Personal Property Replacement Cost applies	30,098	90%	Special
Personal Property of Others	11,025	90%	Special

CP TO 11 01 03

PRODUCER: CHARITY FIRST AJG CC

JC630

OFFICE: NAT'L FRGM'S-ORL 019

TRAVELERer

One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS**

**POLICY NUMBER: X-660-7601A078-TIL-11
ISSUE DATE: 01-14-11**

SUPPLEMENTAL DECLARATIONS

ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

The following Additional Coverages and Coverage Extensions are provided under the Coverage Form(s) listed below for the Limits of Insurance shown. These Limits of Insurance apply in any one occurrence unless otherwise stated.

Some of these Additional Coverages and Coverage Extensions, or the applicable Limits of Insurance, may be modified by endorsements attached to this policy. There may also be other Additional Coverages or Coverage Extensions within your policy. Please read it carefully.

BUILDING M PERSONAL PROPERTY COVERAGE FORM

Additional Coverages	Limit of Insurance
Debris Removal	
- Additional Amount at each described premises	25,000
Pollutant Cleanup and Removal	
- 12 Month Aggregate Limit	25,000
Preservation of Property	Policy Limit
Fire Department Service Charge	5,000
Reward Coverage	
- Maximum Limit	5,000
Increased Cost of Construction	
- At each described premises	10,000
Fire Protective Equipment Discharge	5,000
 Coverage Extensions	
Newly Acquired or Constructed Property	
- Each Building	500,000
- Personal Property in total, at each premises	250,000
Personal Effects and Property of Others	
- At each described premises	10,000
- Any one employee	2,500
Valuable Papers and Records	
- At each described premises	10,000
Property Off-Premises	
- At any installation premises or temporary storage premises while awaiting installation	10,000
- At any other premises you do not own, lease, or regularly operate including fairs, trade shows and °exhibitions°	25,000
Temporary Relocation of Property	50,000
Outdoor Property	10,000
- Any one tree, shrub or plant	500
- Any one antenna 2 , 5 0 0	
Claim Data Expense	2,500

CPTO 11 01 03

PRODUCER: CRARITY FIRST AJG COJC630

OFFICE: NAT'L PRGM'S-ORL 019

OV: 42V\$ CDV: CDV CV(CDV) 4V* 4111+ OVK aVL aVM aVN aVO aVP aVQ aVR aV
 IV@■ EWA EVO: EVIL EVOI EVIN EVED-o Ivo Ivg Owen Ivoff Wm% Ow&

TRAVELERS?

One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL PROPERTY
 COVERAGE PART DECLARATIONS**

**POLICY NUMBER: X- 660 -7601A8713-TIL -11
 ISSUE DATE: 01-14-11**

BUILDING AND PERSONAL PROPERTY COVERAGE FORM (continued)		\$	
Coverage Extensions			Limit of Insurance
Extra Expense (including Expediting Expenses)			
Accounts Receivable			2,500
- At each described premises		\$	10,000
Non-Owned Detached Trailers		\$	5,000
Outside Signs		\$	2,500
Covered Property in Transit		\$	10,000
Duplicate Electronic Data Processing Data & Media		\$	10,000
Electronic Data Processing Equipment and Data & Media - Limited		\$	10,000
Theft Damage to Rented Property			Policy Limit

CP T011 01 03

PRODUCER: CHARITY FIRST AJG CO

JC630

OFFICE: NAT'L PRGM'S-ORL 019

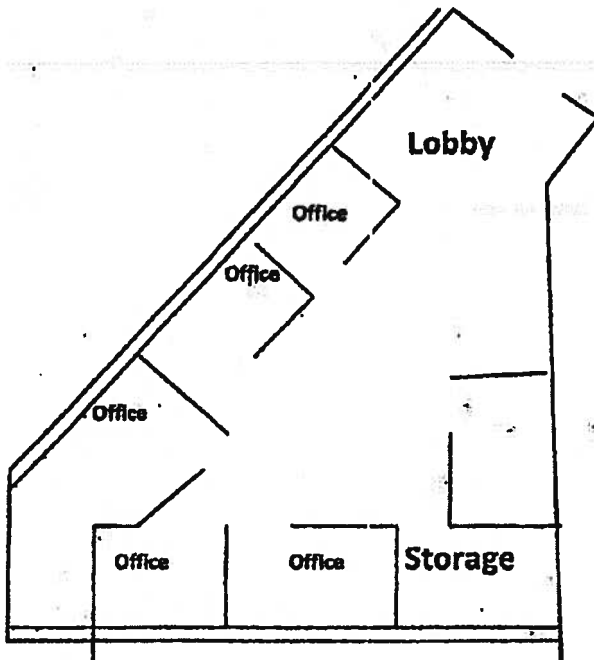
EXHIBIT "C"
RSCCD INSURANCE

Duran, Michael

From: Lopez, Yvonne <YvonneL@ci.brea.ca.us>
Sent: Tuesday, February 07, 2012 2:51 PM
To: Duran, Michael
Subject: Chamber Diagram

Hi Mike — Here is the diagram...

EXHIBIT "D"
DIAGRAM OF PREMISES
1,550 square feet



Brea Chamber of Commerce

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 23, 2012
Re:	Adoption of Resolution No. 12-16 -- Intent to enter into an Easement with AT&T for the Establishment and Maintenance of Underground Facilities at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

AT&T requests an easement and right of way dedication for the purpose of installation and maintenance of underground communication facilities at Santa Ana College.

ANALYSIS:

During the course of construction for the new soccer field at Santa Ana College aerial communication lines will be removed and a new underground path for AT&T communication lines will be put in place. The purpose of this easement (APN 004-070-49) is to provide ingress and egress to the site to perform maintenance, construct, re-construct, operate, inspect, repair, replace and remove underground communication facilities as may be required from time to time to support wires, cabling, and all associated equipment and components. These documents have been reviewed and deemed acceptable by legal counsel Atkinson, Andelson, Loya, Rudd & Romo.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-16, Intent to enter into an Easement with AT&T at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: April 23, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION NO. 12-16
OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
GIVING NOTICE OF INTENTION TO GRANT AN EASEMENT
TO PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA

WHEREAS, Pacific Bell Telephone Company doing business as AT&T California ("AT&T") has requested that the Rancho Santiago Community College District ("District") dedicate an easement to AT&T upon a portion of the District's Santa Ana College Site ("Easement"). A legal description and map depicting the location of the Easement is attached hereto as Exhibit "A," and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide an Easement to AT&T for survey, installation, construction, reconstruction, placement, replacement, operation, inspection, improvement, repair, removal and maintenance of underground communication facilities and necessary fixtures and appurtenances thereto;

WHEREAS, pursuant to Education Code section 81311, the District's governing board must, prior to dedicating an Easement, adopt a resolution declaring its intention to dedicate such Easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 81311, the District's governing board must fix a time at its regular place of meeting for a public hearing upon the question making the dedication of the Easement; and

WHEREAS, pursuant to Education Code section 81312, the District is required to post copies of this Resolution, signed by its governing board, in three (3) public places within the District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District's governing board ("Board") declares its intent to dedicate the Easement to AT&T upon the terms and conditions set forth in the recitals by 2/3 vote of all the Board members in a regular open meeting.

Section 3. That the Board establishes May 7, 2012 for a public hearing on the question of the District's intent to dedicate the Easement to AT&T.

Section 4. The District staff shall post this resolution in three (3) public places within the District's boundaries and publish notice of the adoption of this resolution in compliance with Education Code section 81312.

ADOPTED, SIGNED AND APPROVED this 23rd day of April, 2012.

President of the Board of Trustees of
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 23rd day of April 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

EXHIBIT "A"

LEGAL DESCRIPTION

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE OF CONSIDERATION OF DEDICATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the Board Trustees of Rancho Santiago Community College District ("District"), at its regular board meeting to be held on April 23, 2012, in the board room (#107) of the District Operations Center located at 2323 North Broadway, Santa Ana, California, will consider dedicating a non-exclusive easement and right of way to Pacific Bell Telephone Company doing business as AT&T California for the purposes of survey, installation, construction, reconstruction, placement, replacement, operation, inspection, improvement, repair, removal and maintenance of underground communication facilities and necessary fixtures and appurtenances thereto. Said proposed easement will be located on a portion of the District's Santa Ana College site at 1530 West 17th Street, Santa Ana, California 92706.

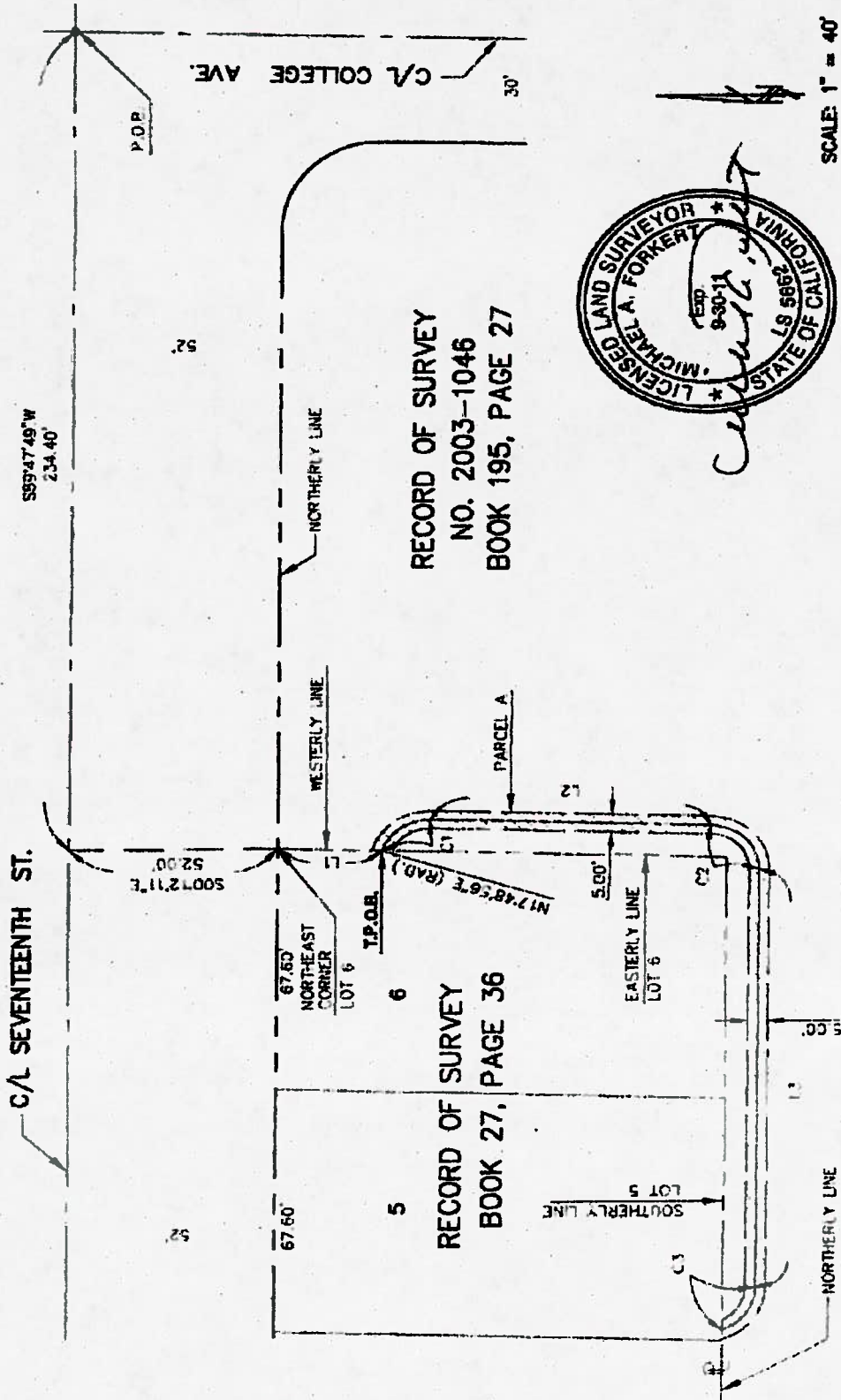
Questions and/or comments should be directed to Darryl Odum, Director- District Construction and Support Services at (714) 480-7513.

MAP OF THE EASEMENT

Exhibit "B"

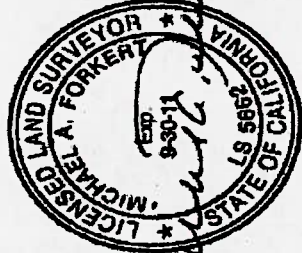
CURVE DATA				
No	R	L	Δ	
C1	12.50'	16.09'	73°44'23"	
C2	12.50'	19.25'	88°14'42"	
C3	12.50'	15.01'	68°33'59"	

LINE	DIRECTION	DISTANCE
L1	S01°33'19"W	26.85'
L2	S01°33'19"W	69.97'
L3	S69°48'01"W	117.21'



RECORD OF SURVEY
NO. 2003-1046
BOOK 195, PAGE 27

RECORD OF SURVEY
BOOK 27, PAGE 36



SHEET 2 OF 2
atlat California
LC(22) 8268627
EXHIBIT "B"

LEGEND:
LANDS AS DESCRIBED IN EASEMENT

JN 6955

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 23, 2012
Re:	Adoption of Resolution No. 12-18 – Intent to enter into an Easement with Southern California Edison to Establish Underground Electrical Supply and Communications Facility at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

Southern California Edison requests an easement and right of way to construct, inspect, maintain and remove from time to time overhead and underground electrical supply systems.

ANALYSIS:

As part of construction for the new soccer field at Santa Ana College electrical power lines will be re-routed and placed underground. Existing overhead lines interfere with proposed fencing and pedestrian access. The purpose of the easement is to provide Southern California Edison access to power distribution equipment and transmission lines for upkeep, repair and assessment. These documents have been reviewed and deemed acceptable by legal counsel Atkinson, Andelson, Loya, Rudd & Romo.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-18, Intent to enter into an Easement with Southern California Edison at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: April 23, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION NO. 12-18
OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
GIVING NOTICE OF INTENTION TO GRANT AN EASEMENT
TO SOUTHERN CALIFORNIA EDISON

WHEREAS, Southern California Edison ("SCE") has requested that the Rancho Santiago Community College District ("District") dedicate an easement to SCE upon a portion of the District's Santa Ana College Site ("Easement"). A legal description and map depicting the location of the Easement is attached hereto as Exhibit "A," and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to a public corporation, or private corporation engaged in the public utility business, for utility purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide an Easement to SCE for construction, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and removal of overhead and underground electrical supply and communication systems and necessary fixtures and appurtenances thereto;

WHEREAS, pursuant to Education Code section 81311, the District's governing board must, prior to dedicating an Easement, adopt a resolution declaring its intention to dedicate such Easement in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 81311, the District's governing board must fix a time at its regular place of meeting for a public hearing upon the question making the dedication of the Easement; and

WHEREAS, pursuant to Education Code section 81312, the District is required to post copies of this Resolution, signed by its governing board, in three (3) public places within the District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District's governing board ("Board") declares its intent to dedicate the Easement to SCE upon the terms and conditions set forth in the recitals by 2/3 vote of all the Board members in a regular open meeting.

Section 3. That the Board establishes May 7, 2012 for a public hearing on the question of the District's intent to dedicate the Easement to SCE.

Section 4. The District staff shall post this resolution in three (3) public places within the District's boundaries and publish notice of the adoption of this resolution in compliance with Education Code section 81312.

ADOPTED, SIGNED AND APPROVED this 23rd day of April, 2012.

President of the Board of Trustees of
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 23rd day of April 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

EXHIBIT "A"

LEGAL DESCRIPTION

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE OF CONSIDERATION OF DEDICATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the Board Trustees of Rancho Santiago Community College District ("District"), at its regular board meeting to be held on April 23, 2012, in the board room (#107) of the District Operations Center located at 2323 North Broadway, Santa Ana, California, will consider dedicating a non-exclusive easement and right of way to Southern California Edison for the purposes of construction, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and removal of overhead and underground electrical supply and communication systems and necessary fixtures and appurtenances thereto. Said proposed easement will be located on a portion of the District's Santa Ana College site at 1530 West 17th Street, Santa Ana, California 92706.

Questions and/or comments should be directed to Darryl Odum, Director- District Construction and Support Services at (714) 480-7513.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 23, 2012
Re:	Adoption of Resolution No. 12-20 – Masonry for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Industrial Masonry, Inc. for Bid #1137/masonry for the Athletic/Aquatic Complex 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 Resolution No. 12-20 as well as Exhibit A.

Resolution No. 12-20 and Change Order #4 as outlined, increases the contract by \$15,119.44. The revised contract amount is \$1,388,531.60. It should be noted that Industrial Masonry, Inc. original cost submittal was \$18,541.00 but was reduced to \$15,119.44, saving the District \$3,421.56. 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 10.569% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-20, Industrial Masonry, Inc. for Bid #1137, masonry for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$15,119.44	Board Date: April 23, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INDUSTRIAL
MASONRY, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. _____ 12-20

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Athletics/Aquatic Complex at Santiago Canyon College, ("Project") to Industrial Masonry, Inc. ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including addition of a new sewer line for an additional drinking fountain. These items are more fully described in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$15,119.44 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 23rd day of April, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 23rd day of April, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX***

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bld No. 1137	P.O. # 10-P0014611
	D.S.A. No. 04-109232	
Contractor: Industrial Masonry Inc	Change Order No. 4	
Architect: The Austin Company	Date: 4/2/12	

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		\$1,255,800.00
Previous Change Orders	\$117,612.16	
This Change Order	\$15,119.44	
Total Change Orders		\$132,731.60
Revised Contract Amount		\$1,388,531.60
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		February 17, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 23, 2012

_____ 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. 1137	P.O. # 10-P0014611
Contractor: Industrial Masonry Inc		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 4	
		Date: 4/2/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	DESCRIPTION: Removal of rust stains of interior gym walls (Original price \$18,541.00) REASON: Due to incimate weather (Unforseen condition) REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days		\$15,119.44
Sub-Total		\$0.00	\$15,119.44
Total			\$15,119.44

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 23, 2012
Re:	Approval of Additional Architectural Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 12, 2007, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and landscaping documents for the Humanities Building at Santiago Canyon College.

ANALYSIS:

It is necessary that a smoke evacuation/control system be designed and coordinated in the Humanities Building. In order to complete the project, additional electrical engineering services are required.

The cost for these services is estimated at \$8,750.00 with no additional reimbursable expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for these additional services provided by LPA, Inc. in the amount of \$8,750.00 as presented.

Fiscal Impact:	\$8,750.00	Board Date: April 23, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

PROFESSIONAL SERVICES AUTHORIZATION

Client: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 2323 North Broadway, Suite 112
 Santa Ana, CA 92706

Project No.: 27034.10 **Date: March 14, 2012**
Project: Santiago Canyon College - Humanities Building
Location: Orange **PSA No.: 9**
Office: Irvine **Issued By: Jim Raver**
Client Contract: LPA PIC: Steve Flanagan
Client Job No.: License #: C23695
LPA Contracts: S. Forter Browne LPA PM: Young Min

Attn: Darryl Odum, Director, Construction & District Support Svcs
Email: Odum_Darryl@rsccd.org / Gumbert_Robb@rsccd.org
Phone: (714) 480-7516 Fax: (714) 796-3910

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated March 13, 2007. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Santiago Canyon College - Humanities Building located within the Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services

Services shall include:

Additional Electrical Engineering services for the design and coordination of a smoke evacuation / control system.

<u>Contract</u>	<u>Description</u>	<u>Fee</u>	<u>Approved</u>
PSA 0	Original Project	\$2,112,000	X
PSA 1	LEED Services	\$86,290	X
PSA 2	PV Coordination Structural Support; Roof Details	\$17,000	X
PSA 3	Modifications-Bridge & South Side of Bldg	\$37,200	X
PSA 4	Electrical - Fire Alarm Fiber Infrastructure	\$1,500	X
PSA 5	Humanities Bldg Modifications	\$37,400	X
PSA 6	Risk Assessment & Revision to SWPP Reports	\$9,500	X
PSA 7	Re-Design of Courtyard - Bldg North Side	\$4,500	X
PSA 8	Construction Administration: Contract Extension	\$367,301	X
PSA 9	Electrical Engineering: Smoke Evacuation/Control	\$8,750	X
		Total Fees:	
		\$2,681,381	

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 the Architectural Services Agreement dated March 13, 2007. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Fixed Fee	\$8,750.00	Mark-up:	100
Reimbursable Expenses:	None			

The following consultants shall provide services for this scope of services:

Konsortium 1 - Electrical Engineering

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$2,112,000.00	\$211,200.00	\$2,323,200.00
Total of Previous Addenda:	\$560,631.00	\$0.00	\$560,631.00
Previous Totals:	\$2,672,631.00	\$0.00	\$2,883,831.00
This PSA Amount:	\$8,750.00	\$0.00	\$8,750.00
New Fee Totals:	\$2,681,381.00	\$211,200.00	\$2,892,581.00

Client Authorized Signature

Date

LPA Authorized Signature

Date


 Steven Flanagan, AIA, LEED® AP, Principal

March 14, 2012

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.268.1190



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 23, 2012
Re:	Approval for Additional Testing Services for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 10, 2010, the Board of Trustees approved an agreement with Reliant Testing Engineers to perform construction testing for the Athletic/Aquatic Complex as required by the Division of State Architect (DSA).

ANALYSIS:

The original amount was estimated at \$74,924.00, based upon assumptions by Reliant Testing Engineers as to the construction schedule and anticipated tests and inspections.

Due to project delays and the updated construction schedule, Reliant Testing Engineers have based their additional fees on their best estimate of required inspection time to complete the project. This estimate requires additional compensation in the amount of \$51,482.00 as noted in the attached proposal, dated March 23, 2012. The new contract total for this project is \$351,360.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve these additional testing services for the Athletic/Aquatic Complex at Santiago Canyon College from Reliant Testing Engineers as presented.

Fiscal Impact:	\$51,482.00	Board Date: April 23, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**CHANGE
ORDER**

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER



PROJECT: RSCCD Aquatics and Athletic Center CHANGE ORDER NUMBER: 3

DATE: 3/23/2012

TO OWNER: RSCCD
Darryl Odum
VIA : ODUM_DARRYL@RSCCD.ORG

CONTRACT FOR: TESTING AND INSPECTION

**Project duration has surpassed schedule provided for COR 2 and added scope of GPR
Reliant's estimate to complete:**

welding	276	hours	\$74	\$20,424
masonry	88	hours	\$74	\$6,512
batch plant	24	hours	\$74	\$1,776
concrete	100	hours	\$74	\$7,400
shotcrete	24	hours	\$74	\$1,776
masonry prisms	3	sets	\$97	\$291
masonry grout and mortar	18	sets	\$84	\$1,512
concrete cylinders	42	sets	\$84	\$3,528
Ground Penetrating Radar	4	hours	\$175	\$700
Ground Penetrating Radar Report	1	each	\$75	\$75
masnry coring and cores	1	allowance	\$5,120	\$5,120
torque testing	32	hours	\$74	\$2,368

TOTAL COR REQUEST \$51,482

NOTE: IOR added torque testing (typ. by IOR) and masonry batch plant (typ. not required) to project scope

Not valid until signed by the Owner, Architect, and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$74,924.00
Net change by previously authorized Change Orders _____	\$224,954.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$299,878.00
The (Contract Sum) (Guaranteed Maximum Price) will be increased	
by this Change Order in the amount of _____	\$51,482.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$351,360.00

District may direct Service provider 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. The District may terminate this Agreement for cause based upon the failure of the service provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

RELiant TESTING ENGINEERS, INC.

3036 S. Harbor Blvd., Santa Ana, CA 92704

BY
Denise DeGroff
3/15/2011

RSCCD

ADDRESS

BY

DATE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 23, 2012
Re:	Approval for Additional Testing Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 10, 2010, the Board of Trustees approved an agreement with Reliant Testing Engineers to perform construction testing for the Humanities Building as required by the Division of State Architect (DSA).

ANALYSIS:

The original amount was estimated at \$127,572.00, based upon assumptions by Reliant Testing Engineers as to the construction schedule and anticipated tests and inspections.

Due to project delays driven by a combination of factors, which include the multi-prime construction schedule as well as tests required by the DSA Inspector and DSA Field Representatives, it is now indicated that the actual tests and inspections that are required to complete the project will require additional compensation in the amount of \$92,640.00 as noted in the attached proposal from Reliant Testing Engineers, dated March 23, 2012. The new contract total for this project is \$475,896.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve these additional testing services for the Humanities Building at Santiago Canyon College from Reliant Testing Engineers as presented.

Fiscal Impact:	\$92,640.00	Board Date: April 23, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**CHANGE
ORDER**

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER



PROJECT: RSCCD Humanities Bldg

CHANGE ORDER NUMBER: 2

DATE: 3/23/2012

TO OWNER:
RSCCD
Darryl Odum
VIA : ODUM_DARRYL@RSCCD.ORG

CONTRACT FOR: TESTING AND INSPECTION

**Project duration has surpassed schedule provided for COR 1, added GPR:
Reliant's estimate to complete:**

welding	600	hours	\$74	\$44,400
masonry	310	hours	\$74	\$22,940
batch plant	40	hours	\$74	\$2,960
concrete	104	hours	\$74	\$7,696
masonry prisms	3	sets	\$97	\$291
masonry grout and mortar	24	sets	\$84	\$2,016
concrete cylinders	54	sets	\$84	\$4,536
Ground Penetrating Radar	4	hours	\$175	\$700
Ground Penetrating Radar Report	1	each	\$75	\$75
masnry coring and cores	0	allowance	\$5,000	\$5,000
added by IOR rebar chemical composition	1	each	\$250	\$250
torque testing	24	hours	\$74	\$1,776

TOTAL COR REQUEST \$92,640

NOTE: IOR added benches, torque testing (typ. by IOR) and masonry batch plant (typ. not required) to project scope

Not valid until signed by the Owner, Architect, and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$127,572.00
Net change by previously authorized Change Orders _____	\$255,684.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$383,256.00
The (Contract Sum) (Guaranteed Maximum Price) will be _____ by this Change Order in the amount of _____ increased _____	\$62,640.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$383,256.00

contract time change: approximately 8 additional months

District may direct Service provider 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. The District may terminate this Agreement for cause based upon the failure of the service provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

RELIANT TESTING ENGINEERS, INC.

3035 S. Harbor Blvd., Santa Ana, CA 92704

BY
Denise DeGross
3/15/2011

RSCCD

ADDRESS

BY

DATE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	April 23, 2012
Re:	Approval of Amendment to Existing Agreement for Consulting Services – Facilities Planning & Program Services, Inc.		
Action:	Request for Approval		

BACKGROUND

On June 20, 2011, the Board of Trustees awarded a contract for consulting services to Facilities Planning & Program Services, Inc. (FPPS) to evaluate completed district construction projects to ensure the appropriate close-out with the Division of State Architect (DSA). FPPS is also evaluating selected district facilities in order to evaluate seismic retrofitting options and providing oversight for various district construction projects.

ANALYSIS

The original contract with FPPS was for a cost of \$229,000 plus reimbursable expenses. In order to continue progress on currently assigned projects, augment staff support services and assist with various operational facilities planning issues, in particular, assisting the District with the development of the camera and wireless projects and upgrades to Dunlap Hall. It is requested that the current agreement for consulting services be increased by \$35,000 bringing the total agreement amount for 2011-2012 to approximately \$285,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the existing agreement for consulting services for Facilities Planning & Program Services, Inc. as presented.

Fiscal Impact:	\$35,000	Board Date:	April 23, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



FACILITIES PLANNING & PROGRAM SERVICES, INC.

April 3, 2012

Rancho Santiago CCD
Atten: Peter Hardash, Vice Chancellor
2323 N Broadway
Santa Ana, CA 92706

Attention: Mr. Peter Hardash

Peter

Facilities Planning and Program Services, Inc. ("FPPS") proposed to provide consulting services to Rancho Santiago Community College District (RSCCD) for the 2011-12 academic year \$229,000 for labor and \$29,000 for Reimbursable Expenses. According to our records FPPS has used \$242.54 of the \$21,000 allocated for Reimbursable expenses. FPPS proposes to convert the balance of the \$21,000 to labor in order to cover additional labor expense for additional work requested by RSCCD. Much of the additional work dealt with assisting the District with development of the Camera and Wireless projects, Dunlap Hall and several other smaller projects. Also, there is a need to continue the development of other projects, ie, Central Plant, Energy Projects, assist in District Wide Master Planning. FPPS proposes to continue with assisting the District with the development of these additional projects for an additional \$35,000.00 bringing the total agreement amount for the 2011-2012 to \$285,000.

The services are outlined below will remain in the scope of services:

- Assist RSCCD Facilities Staff in the District's construction program, ensuring compliance with legal and contractual requirements and District policies and objectives.
- Assist with the review of construction plans and drawings to ensure conformance with District requirements.

- Assist the District with securing sources of funding for the District's building programs.
- Assist with the preparation of plans and compliance reporting with Federal, State, Regulatory and local health and safety agencies.
- Assist with the preparation and monitor the implementation of an energy management plan for the District.
- Assist with the preparation of annual plans for submission to the California Community College Chancellor's Office, including, but not limited to, Space Inventories, IPP's and FPP's.
- Prepare and maintain a variety of reports and records related to facilities management functions, operations and activities.
- Assist with the preparation of the annual filing of the five-year plans for facilities and scheduled maintenance by the State.
- Assist with resolving claims and lawsuits involving the District's building program.
- Participate in meetings as required
- Provide assistance in Closing out projects with the Division of the State Architect.
- Provide assistance to the District/Campuses in the implementation of their respective Facilities Master Plans

FPPS can provide a variety of services with the assistance of a Project Team if the District so desires at a hourly rate and titles as described in the attached **"Appendix A"** of this document.

FPPS is pleased to offer this proposal in order to extend our services to Rancho Santiago Community College District through to June 30, 2012 for an additional \$35,000 for a total contract amount of \$285,000. Total reimbursable expenses are set forth in this proposal under **"Appendix B"** and are in the above stated contract amount.

Thank you for allowing FPPS the opportunity to offer its services to Rancho Santiago Community College District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Beeler", with a long horizontal flourish extending to the right.

Ron Beeler, President
Facilities Planning & Program Services, Inc
22607 La Palma Ave. Suite 407
Yorba Linda, CA 92887

Office #: (714) 692-5400
Cell#: (714) 267-7209

Proposal for Independent Contractor Services between Rancho Santiago CCD and FPPS

Appendix A

Project Team:

The proposed project team will be as follows:

Project Manager (Ron Beeler)	\$150.00/Hr
District Project Manager (Bob Partridge)	\$175.00/Hr
Project Leader(s) (Ava Hill, Pat Reish)	\$ 95.00/Hr
Technical Support Staff (Natassia Melendrez)	\$ 70.00/Hr
Administrative Support Staff (Terra Dymond)	\$ 60.00/Hr
Specialty Consultant (Scott Connor)	\$125.00/Hr

Proposal for Independent Contractor Services between Rancho Santiago Community College District and FPPS

Appendix B

District Shall Reimburse FPPS at cost, a reasonable sum for out-of-pocket expenses listed in this Exhibit that are incurred and paid for by FPPS in furtherance of performance of FPPS obligations under this proposal, but only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent authorized by Rancho Santiago Community College District.

1. Printing and reproduction expenses for documents beyond that which is included in this proposal;
2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to , timesheets, expense reports, inter-office memoranda, invoices, etc.);
3. Mileage at IRS rate
4. Out of town travel as approved in advance by District Representative
5. Regulatory agency and permit-filing fees that are specific to the project;

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 23, 2012
Re:	Approval of Change Order #5, Bid #1138 - Structural Steel at the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138/structural steel for the Athletic/Aquatic Complex at Santiago Canyon 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 #5.

Change Order #5 increases the contract by \$19,608.96. The revised contract amount is \$1,062,465.24. 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 7.646% 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 #5, Blazing Industrial Steel, Inc. for Bid #1138, structural steel for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$19,608.96	Board Date: April 23, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92708-1840	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bld No.	1138	P.O. #10-P0014488
	D.S.A. No.	04-109232	
Contractor: Blazing Industrial Steel Inc	Change Order No.	5	
Architect: The Austin Company	Date:	4/2/12	

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		\$987,000.00
Previous Change Orders	\$55,856.28	
This Change Order	\$19,608.96	
Total Change Orders		\$75,465.24
Revised Contract Amount		\$1,062,465.24
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 20, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 23, 2012

_____ 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 92708-1640

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1138

P.O. #10-P0014486

D.S.A. No.

04-109232

Contractor: Blazing Industrial Steel Inc

Change Order No. 4

Architect: The Austin Company

Date: 4/2/12

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide additional manpower to complete the the insulation at the high roof due to field change directive 45</p> <p>REASON: Enclose the roof before the rainy season and mitigate damages caused by weather and division of the state atchitect delays</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$19,608.96
	Sub-Total	\$0.00	\$19,608.96
	Total		\$19,608.96

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Disposal of Surplus Vehicle	
Action: Request for approval	

BACKGROUND

The Santa Ana College Transportation Department has a vehicle that has exceeded its useful life. Therefore, it is necessary to declare this vehicle as surplus and sell it at auction.

On June 20, 2011, the Board approved the contract with Ken Porter Auctions (KPA) as the auctioneer to sell District vehicles. This contract is good through June 21, 2016.

ANALYSIS

The vehicle is a 2001 GEM Utility Cart, VIN# 5ASAK27411F013823, License # E1154460. The utility cart is old and in need of repairs in excess of \$1,800.00. Based on the age and condition of the vehicle, it is recommended not to make this vehicle available to other schools or non-profit organizations.

Therefore, it is recommended that KPA sell the vehicle in accordance with the terms and conditions of the contract including a commission fee of 5.00% of the gross sales plus transportation fee. KPA will provide a smog certificate (if required), safety inspection, promote the sale by producing brochures and other marketing tools to attract the highest attendance and participation possible.

RECOMMENDATION

It is recommended that the Board of Trustees declare the 2001 GEM Utility Cart as surplus property and to utilize Ken Porter Auctions to conduct an auction as presented.

Fiscal Impact: Revenue to the District to be Determined.	Board Date: April 23, 2012
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 Rodríguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Donation of Photographic Supplies and Equipment	
Action: Request for Approval	

BACKGROUND

The Santa Ana College Fine and Performing Arts Division has submitted a request to donate photographic supplies and equipment to Orange High School and Fullerton Union High School. The items are no longer needed by the photography program as the curriculum has changed to an all-digital format. The items are not useful in any other department at SAC or in the District.

The supplies and equipment consists of enlargers, timers, dryers, tanks, trays and chemicals which are to be divided equally between the two high schools.

ANALYSIS

The Board has requested that surplus items be made available for donation to non-profit organizations and school districts. Education Code 81452 does allow the District to donate items having insignificant monetary value.

RECOMMENDATION

It is recommended that the Board of Trustees approve the donation of the photographic supplies and equipment to Orange High School and Fullerton Union High School as presented.

Fiscal Impact: N/A	Board Date: April 23, 2012
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

Purchase Order List

02/25/12 thru 04/07/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021923	40,000.00	DRAA CHRISTINE	Contracted Services	SP		2/28/2012
12-P0022135	1,309.16	XEROX CORP	Non-Instructional Supplies			2/27/2012
12-P0022136	355.00	CCCCIO	Conference Expenses	SP		2/27/2012
12-P0022138	195.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses	SP		2/27/2012
12-P0022139	395.19	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/28/2012
12-P0022140	1,253.60	MCKESSON GENERAL MEDICAL CORP	Instructional Supplies	SP		2/28/2012
12-P0022141	640.50	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		2/28/2012
12-P0022142	785.15	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		2/28/2012
12-P0022143	484.82	DISPLAYS2GO	Instructional Supplies	SP		2/28/2012
12-P0022144	94,578.80	ELLISON TECHNOLOGIES	Equipment - Federal Progs >200	SP		2/28/2012
12-P0022145	2,929.56	RHINO MED HOLDING COMPANY LLC	Equipment - All Other > \$1,000			2/28/2012
12-P0022146	2,328.57	4 IMPRINT	Non-Instructional Supplies	SP		2/28/2012
12-P0022147	910.60	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib	SP		2/28/2012
12-P0022148	1,522.60	DELL COMPUTER	Equipment - All Other > \$1,000	SP		2/28/2012
12-P0022149	1,242.02	INSIGHT MEDIA	Instructional Supplies	SP		2/28/2012
12-P0022150	247.25	PEOPLE SUPPORT RAPIDTEXT	Contracted Services	SP		2/28/2012
12-P0022151	484.88	LIPPINCOTT WILLIAMS & WILKINS	Instructional Supplies	SP		2/28/2012
12-P0022152	192.50	PEOPLE SUPPORT RAPIDTEXT	Contracted Services	SP		2/28/2012
12-P0022153	3,045.53	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/28/2012
12-P0022154	43.01	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/28/2012
12-P0022155	307.70	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		2/28/2012
12-P0022156	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/28/2012
12-P0022157	480.00	AMERICAN RED CROSS	Non-Instructional Supplies	SP		2/28/2012
12-P0022158	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/28/2012
12-P0022159	240.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		2/28/2012
12-P0022160	1,000.00	US SHOP TOOLS	Instructional Supplies	SP		2/28/2012
12-P0022161	2,390.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		2/28/2012
12-P0022162	850.00	US SHOP TOOLS	Instructional Supplies	SP		2/28/2012
12-P0022163	2,500.00	CARQUEST AUTO PARTS	Instructional Supplies	SP		2/28/2012
12-P0022164	3,350.00	GRAINGER	Instructional Supplies	SP		2/28/2012
12-P0022165	350.00	LYTTON PERRY	Repair & Replacement Parts			2/28/2012
12-P0022166	500.00	LYTTON PERRY	Instructional Supplies	SP		2/28/2012
* 12-P0022167	1,512.81	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/28/2012
12-P0022168	10,000.00	AMAZON COM	Library Books	SP		2/28/2012
12-P0022169	1,211.00	SMART & FINAL	Food and Food Service Supplies	SP		2/28/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022170	605.50	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		2/28/2012
12-P0022171	1,140.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/28/2012
12-P0022172	400.00	THE DRIP COFFEE	Other Exp Paid for Students	SP		2/28/2012
12-P0022173	1,200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/28/2012
12-P0022174	677.00	DON BOOKSTORE	Other Exp Paid for Students	SP		2/28/2012
12-P0022175	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/28/2012
12-P0022176	600.00	ALBERTSON'S	Food and Food Service Supplies	SP		2/28/2012
12-P0022177	250.00	SMART & FINAL	Food and Food Service Supplies	SP		2/28/2012
12-P0022178	22.93	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/28/2012
12-P0022179	113.14	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/28/2012
12-P0022180	74.63	PBS DISTRIBUTION, LLC	Instructional Supplies	SP		2/28/2012
* 12-P0022181	1,559.85	FITNESS WHOLESAL	Instructional Supplies	SP		2/28/2012
12-P0022182	283.71	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		2/28/2012
12-P0022183	121.56	WATERBOY SPORTS INC	Instructional Supplies	SP		2/28/2012
12-P0022184	275.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/28/2012
12-P0022185	610.00	DIX METALS	Instructional Supplies	SP		2/28/2012
12-P0022186	200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/28/2012
12-P0022187	1,334.73	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		2/28/2012
12-P0022188	962.20	BRITE VISUAL PRODUCTS INC.	Equipment - Federal Progs >200	SP		2/28/2012
12-P0022189	26,282.05	DAVID WILSON'S FORD OF ORANGE	Equipment - All Other > \$1,000			2/28/2012
12-P0022190	59.25	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/28/2012
12-P0022191	2,437.84	XPEDX PAPER CO	Non-Instructional Supplies			2/28/2012
12-P0022192	35.00	EDUCAUSE	Books, Mags & Ref Mat, Non-Lib			2/28/2012
12-P0022193	613.37	HIGHLAND PRODUCTS GROUP LLC	Non-Instructional Supplies			2/28/2012
12-P0022194	1,029.90	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/28/2012
12-P0022195	25,980.58	ORANGE COAST CHRYSLER JEEP	Equipment - All Other > \$1,000			2/28/2012
12-P0022196	1,284.92	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000			2/28/2012
12-P0022197	1,880.88	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000			2/28/2012
* 12-P0022198	116.64	MESA LABORATORIES INC	Instructional Supplies	SP		2/28/2012
12-P0022199	2,941.58	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		2/28/2012
12-P0022200	2,596.13	MULTIWAVE TECH CORP	Instructional Supplies	SP		2/28/2012
* 12-P0022201	485.95	POS WORLD INC	Equip/Software - >\$200 <\$1,000	SP		2/28/2012
12-P0022202	1,867.74	MCMAHAN BUSINESS INTERIORS	Instructional Supplies	SP		2/29/2012
12-P0022203	328.64	BLINDS & MORE	Non-Instructional Supplies			2/29/2012
12-P0022204	616.20	AMERICAN EXPRESS	Conference Expenses	SP		2/29/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022205	616.20	AMERICAN EXPRESS	Conference Expenses	SP		2/29/2012
12-P0022206	468.93	CP BOURG INC	Non-Instructional Supplies			2/29/2012
12-P0022207	970.50	MMS MEDICAL SUPPLY CO	Instructional Supplies	SP		2/29/2012
12-P0022208	474.10	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		2/29/2012
12-P0022209	8,474.23	INTELLI-TECH	Equipment - Federal Progs >200	SP		2/29/2012
* 12-P0022210	3,592.17	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		2/29/2012
12-P0022211	327.56	COMPUTECH INTERNATIONAL INC	Equip/Software - >\$200 <\$1,000	SP		2/29/2012
12-P0022212	717.84	ENTERPRISE RENT A CAR	Transportation - Student	SP		2/29/2012
12-P0022213	56.89	DON BOOKSTORE	Non-Instructional Supplies	SP		2/29/2012
12-P0022214	299.94	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/29/2012
12-P0022215	300.00	ACHRO EEO ASSOC OF CHIEF HUMAN	Inst Dues & Memberships	SP		2/29/2012
12-P0022216	7,097.14	TERRYBERRY	Service Pins			2/29/2012
12-P0022217	56.00	COMPUTER SPORTS MEDICINE, INC.	Software License and Fees			2/29/2012
12-P0022218	5,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			2/29/2012
* 12-P0022219	7,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/29/2012
12-P0022220	25.86	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/29/2012
12-P0022221	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/29/2012
12-P0022222	127.19	RENAISSANCE	Conference Expenses	SP		2/29/2012
12-P0022223	127.19	RENAISSANCE	Transportation - Student	SP		2/29/2012
12-P0022224	4,927.36	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/29/2012
12-P0022225	4,929.22	DELL COMPUTER	Equipment - All Other > \$1,000	SP		2/29/2012
12-P0022226	2,463.55	DELL COMPUTER	Equipment - All Other > \$1,000	SP		2/29/2012
12-P0022227	12,307.94	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/29/2012
12-P0022228	220.00	ANGLIN RANDAL H	Contracted Repair Services			2/29/2012
12-P0022229	355.00	CCCCIO	Conference Expenses	SP		3/1/2012
12-P0022230	199.00	FRED PRYOR SEMINARS	Conference Expenses	SP		3/1/2012
12-P0022231	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		3/1/2012
12-P0022232	871.16	DON BOOKSTORE	Other Exp Paid for Students	SP		3/1/2012
12-P0022233	1,254.20	CALUMET CARTON CO	Non-Instructional Supplies	SP		3/1/2012
12-P0022234	213.69	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		3/1/2012
12-P0022235	1,500.00	OC HISPANIC CHAMBER OF COMMERCE	District Business/Sponsorships	SP		3/1/2012
12-P0022236	400.74	CONTOUR DESIGN INC	Non-Instructional Supplies			3/2/2012
12-P0022237	5,000.00	GRAINGER	Non-Instructional Supplies			3/2/2012
12-P0022238	193.73	GRAINGER	Non-Instructional Supplies			3/2/2012
12-P0022239	554.73	WDI DURHAM MANAGEMENT CO	Conference Expenses	SP		3/2/2012

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Purchase Order List

02/25/12 thru 04/07/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022240	600.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			3/2/2012
12-P0022241	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		3/2/2012
12-P0022242	175.00	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	Transportation - Student	SP		3/2/2012
12-P0022243	375.00	AFRICAN AMERICAN MALE EDUC. NETWORK & DEV.	Conference Expenses	SP		3/2/2012
12-P0022250	13,031.74	KUBOTA TRACTOR CORP	Equipment - All Other > \$1,000	SP		3/2/2012
12-P0022251	330.53	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		3/2/2012
12-P0022252	59.82	MONOPRICE INC	Instructional Supplies	SP		3/2/2012
12-P0022253	723.71	NASCO	Equipment - Federal Progs >200	SP		3/2/2012
12-P0022254	107.70	B & H PHOTO VIDEO INC	Instructional Supplies	SP		3/2/2012
12-P0022255	2,045.24	CDW GOVERNMENT INC.	Non-Instructional Supplies			3/2/2012
12-P0022256	209.47	TROXELL COMM INC	Instructional Supplies			3/2/2012
12-P0022258	43,802.29	DELL COMPUTER	Equipment - Federal Progs >200	SP		3/2/2012
12-P0022259	1,500.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		3/2/2012
12-P0022260	5,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			3/2/2012
12-P0022261	500.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		3/2/2012
12-P0022262	455.14	TRIARCH INC	Instructional Supplies	SP		3/2/2012
12-P0022263	969.75	MICROSOFT ITA / MSDN	Software License and Fees	SP		3/2/2012
12-P0022264	2,000.00	CERTIPORT INC	Software License and Fees	SP		3/2/2012
12-P0022265	1,179.86	PHOTO BOOTH SPECIALISTS	Contracted Services	SP		3/5/2012
12-P0022266	2,248.10	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		3/5/2012
12-P0022267	496.73	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		3/5/2012
12-P0022268	1,000.00	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			3/5/2012
12-P0022269	131.53	FITNESS WHOLESale	Instructional Supplies	SP		3/6/2012
* 12-P0022270	199.42	DEMCO INC	Instructional Supplies	SP		3/6/2012
12-P0022271	332.87	DON BOOKSTORE	Non-Instructional Supplies	SP		3/6/2012
12-P0022272	1,250.00	AMERICAN BAR ASSOC	Inst Dues & Memberships	SP		3/6/2012
12-P0022273	30.07	FITNESS WHOLESale	Instructional Supplies	SP		3/6/2012
12-P0022274	1,216.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	3/6/2012
12-P0022275	405.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/6/2012
12-P0022276	175.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/6/2012
12-P0022277	10,000.00	BENNER METALS CORP	Instructional Supplies	SP		3/6/2012
12-P0022278	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/6/2012
12-P0022279	685.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/6/2012
12-P0022280	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/6/2012
12-P0022281	4,000.00	MIDWEST LIBRARY SVC	Library Books	SP		3/6/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022282	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/6/2012
12-P0022283	4,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			3/6/2012
12-P0022284	1,800.00	SMART & FINAL	Food and Food Service Supplies	SP		3/6/2012
12-P0022285	179.53	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/6/2012
12-P0022286	185.65	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/6/2012
12-P0022287	211.90	RADIO NETWORK INC	Non-Instructional Supplies			3/6/2012
12-P0022288	187.89	FISHER SCIENTIFIC	Instructional Supplies	SP		3/6/2012
* 12-P0022289	27,498.00	TASKSTREAM LLC	Contracted Services	SP		3/6/2012
12-P0022290	3,000.00	JFK TRANSPORTATION	Transportation - Student	SP		3/6/2012
12-P0022292	11,108.00	NTH GENERATION COMPUTING INC	Software License and Fees			3/7/2012
12-P0022294	2,410.01	FISHER SCIENTIFIC	Instructional Supplies	SP		3/7/2012
12-P0022295	198.80	CREATION ENGINE INC	Non-Instructional Software			3/7/2012
12-P0022296	338.79	INDUCTEL INC	Instructional Software	SP		3/7/2012
12-P0022297	2,440.54	MAC HOLLYWOOD	Equip/Software - >\$200 <\$1,000	SP		3/7/2012
12-P0022298	522.68	GOLD COAST TOURS	Transportation - Student	SP		3/7/2012
12-P0022299	479.75	GOLD COAST TOURS	Transportation - Student	SP		3/7/2012
12-P0022300	124.70	THE DRIP COFFEE	Food and Food Service Supplies	SP		3/7/2012
12-P0022301	325.94	CORINE L. DOUGHTY	Food and Food Service Supplies	SP		3/7/2012
12-P0022302	304.09	DELL COMPUTER	Non-Instructional Supplies			3/7/2012
12-P0022303	437.12	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			3/7/2012
12-P0022304	381.66	JON PETERSON	Contracted Repair Services			3/7/2012
12-P0022305	2,005.69	CLIAWAIVED INC	Equipment - Federal Progs >200	SP		3/7/2012
12-P0022306	1,662.04	SODEXHO	Food and Food Service Supplies	SP		3/7/2012
12-P0022307	117.76	CALIF GEOLOGICAL SURVEY	Instructional Supplies	SP		3/7/2012
12-P0022308	550.00	SMART & FINAL	Food and Food Service Supplies	SP		3/7/2012
12-P0022309	515.00	APPIC ASSOC OF PSYCHOLOGICAL	Inst Dues & Memberships	SP		3/7/2012
12-P0022310	88.38	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/7/2012
12-P0022311	414.65	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		3/7/2012
12-P0022312	1,174.09	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/7/2012
12-P0022313	462.46	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/7/2012
12-P0022314	1,500.00	ENTERPRISE RENT A CAR	Transportation - Student	SP		3/7/2012
12-P0022315	833.00	S&S WORLDWIDE INC	Instructional Supplies	SP		3/7/2012
12-P0022316	316.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/7/2012
12-P0022317	1,000.00	SAMMONS PRESTON INC	Instructional Supplies	SP		3/7/2012
12-P0022318	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			3/7/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022319	425.00	LYTTON PERRY	Instructional Supplies	SP		3/7/2012
12-P0022320	590.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/7/2012
12-P0022321	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/7/2012
12-P0022322	758.12	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/7/2012
12-P0022323	879.23	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/7/2012
12-P0022324	6,045.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		3/7/2012
12-P0022325	4,000.00	DATATEL INC	Contracted Services	SP		3/7/2012
12-P0022326	2,040.00	ACADEMY ELECTRIC INC	Contracted Repair Services	SP		3/7/2012
12-P0022327	86.25	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		3/7/2012
12-P0022328	3,495.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		3/7/2012
12-P0022329	568.49	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		3/7/2012
12-P0022330	500.00	BEARD, PROVENCHER & ASSOCIATES, INC	Buildings - Contracted Svcs	SP	BOND	3/7/2012
* 12-P0022331	7,183.09	AT & T	Buildings - Contracted Svcs	SP	BOND	3/7/2012
12-P0022332	650.00	NGUYEN KIEU DIEM	Contracted Services	SP		3/7/2012
12-P0022333	4,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			3/8/2012
12-P0022334	532.13	ACTION DOOR CONTROLS INC	Contracted Repair Services	SP		3/8/2012
12-P0022335	10,132.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		3/8/2012
12-P0022336	932.03	NOVA SOLUTIONS INC	Equipment - Federal Progs >200	SP		3/8/2012
* 12-P0022337	82,500.00	GLUMAC	Buildings - Contracted Svcs	SP	BOND	3/8/2012
12-P0022338	1,642.56	GAYLORD NATIONAL, LLC	Conference Expenses	SP		3/9/2012
12-P0022339	2,330.29	GORLITZ SEWER & DRAIN INC	Equipment - Federal Progs >200	SP		3/9/2012
12-P0022340	1,004.40	SIMS ORANGE WELDING SUPPLY	Equip/Software - >\$200 <\$1,000	SP		3/9/2012
12-P0022341	7,840.09	XPEDX PAPER CO	Equipment - Federal Progs >200	SP		3/9/2012
12-P0022342	1,354.25	MULTIWAVE TECH CORP	Instructional Supplies			3/9/2012
12-P0022343	1,398.14	DELL COMPUTER	Equipment - All Other > \$1,000			3/9/2012
12-P0022344	4,078.00	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		3/9/2012
12-P0022345	354.28	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		3/9/2012
12-P0022346	152.02	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		3/9/2012
12-P0022347	800.00	WESTERN ILLUMINATED PLASTICS	Non-Instructional Supplies			3/9/2012
12-P0022348	1,500.00	POWERTRON	Repair & Replacement Parts			3/9/2012
12-P0022349	400.00	PIONEER CHEMICAL CO	Non-Instructional Supplies			3/9/2012
12-P0022350	360.00	TROXELL COMM INC	Instructional Supplies	SP		3/9/2012
12-P0022351	1,108.96	JOURNEY ED MARKETING	Equipment - Federal Progs >200	SP		3/9/2012
12-P0022352	269.38	PROFESSIONAL REPROGRAPHIC SVCS	Instructional Supplies	SP		3/9/2012
12-P0022353	1,097.50	GOENGINEER	Software License and Fees	SP		3/9/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022354	328.10	AT & T	Equipment - Federal Progs >200	SP		3/9/2012
12-P0022355	12,380.00	COAST ELECTRIC	Contracted Services	SP		3/9/2012
12-P0022356	1,794.64	D4 SOLUTIONS INC.	Contracted Services	SP		3/9/2012
12-P0022357	7,133.33	D4 SOLUTIONS INC.	Contracted Services	SP		3/9/2012
12-P0022358	57,574.54	SO CALIF EDISON CO	Buildings - Contracted Svcs	SP	BOND	3/9/2012
* 12-P0022359	4,483.89	CULVER NEWLIN INC	Equipment - All Other > \$1,000			3/8/2012
12-P0022360	3,221.98	BIG TEX TRAILERS WEST	Equipment - Federal Progs >200	SP		3/9/2012
12-P0022361	1,014.19	BIG TEX TRAILERS WEST	Equipment - Federal Progs >200	SP		3/9/2012
* 12-P0022362	1,869.48	AMERICAN METAL ENGINEERING LLC	Contracted Services	SP		3/9/2012
12-P0022363	14,720.82	CALIF STAGE & LIGHTING	Equipment - Federal Progs >200	SP		3/9/2012
12-P0022364	291.08	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		3/9/2012
12-P0022365	1,241.28	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		3/9/2012
* 12-P0022366	13,199.38	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		3/9/2012
12-P0022367	170.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		3/9/2012
* 12-P0022368	57,651.00	RELIANT TESTING ENGINEERS	Buildings - Construction Tests	SP	BOND	3/9/2012
12-P0022369	65,912.00	TYR INC	Buildings - Construction Tests	SP	BOND	3/9/2012
12-P0022370	98,469.00	KDC INC	Buildings - Contracted Svcs	SP	BOND	3/9/2012
12-P0022371	7,350.00	CALDERON DAVID	Contracted Services	SP		3/9/2012
12-P0022372	250.00	GARCIA TERESA D	Contracted Services	SP		3/9/2012
12-P0022373	9,500.00	NATIONAL DEMOGRAPHICS CORP	Contracted Services			3/12/2012
12-P0022374	1,900.00	KAISER ROBERT	Contracted Repair Services			3/12/2012
12-P0022375	1,485.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		3/12/2012
12-P0022376	1,643.19	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Repair & Replacement Parts			3/12/2012
12-P0022377	1,775.00	UNIV OF MISSOURI	Conference Expenses	SP		3/12/2012
12-P0022378	357.96	OMNI HOTELS	Conference Expenses	SP		3/12/2012
12-P0022379	582.50	AMERICAN EXPRESS	Conference Expenses	SP		3/12/2012
12-P0022380	37,900.00	LSA ASSOCIATES INC	Buildings - Contracted Svcs	SP	BOND	3/13/2012
* 12-P0022381	44,100.00	KOURY ENGINEERING & TESTING INC	Buildings - Engineering Costs	SP	BOND	3/13/2012
12-P0022382	13,651.40	ORANGE COAST PLUMBING INC	Building Improvements	SP		3/13/2012
12-P0022383	116.29	DON BOOKSTORE	Non-Instructional Supplies	SP		3/13/2012
12-P0022384	1,347.70	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022385	250.00	AMAZON COM	Non-Instructional Supplies	SP		3/13/2012
12-P0022386	735.00	MAR VAC ELECTRONICS	Repair & Replacement Parts			3/13/2012
12-P0022387	1,020.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022388	167.11	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			3/13/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022389	3,100.00	SANTA ANA DIESEL	Repair & Replacement Parts			3/13/2012
12-P0022390	800.00	ABRAHAM JEFFREY TODD	Instructional Supplies			3/13/2012
12-P0022391	340.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022392	232.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/13/2012
12-P0022393	3,000.00	LN CURTIS & SONS	Instructional Supplies	SP		3/13/2012
12-P0022394	275.00	STATER BROS	Instructional Supplies	SP		3/13/2012
12-P0022395	200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/13/2012
12-P0022396	26,990.82	ORANGE COAST PLUMBING INC	Building Improvements	SP		3/13/2012
12-P0022397	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022398	600.00	DON BOOKSTORE	Instructional Supplies	SP		3/13/2012
12-P0022399	6,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/13/2012
12-P0022400	3,500.00	MCKESSON GENERAL MEDICAL CORP	Instructional Supplies	SP		3/13/2012
12-P0022401	5,000.00	GANAHL LUMBER CO	Instructional Supplies	SP		3/13/2012
12-P0022402	3,200.00	DON BOOKSTORE	Non-Instructional Supplies	SP		3/13/2012
12-P0022403	1,020.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022404	21.33	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/13/2012
12-P0022406	81.89	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022407	310.32	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022408	319.00	NEW ENGLAND FLAG & BANNER	Instructional Supplies	SP		3/13/2012
12-P0022409	716.19	MUSCLEDRIVER USA LLC	Instructional Supplies			3/13/2012
12-P0022410	899.93	HACIENDA	Food and Food Service Supplies	SP		3/13/2012
12-P0022411	1,648.58	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		3/13/2012
12-P0022412	897.56	LINCOLN EQUIPMENT INC	Instructional Supplies	SP		3/13/2012
12-P0022414	1,088.66	FITNESS WHOLESALE	Instructional Supplies	SP		3/13/2012
12-P0022415	121.22	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		3/13/2012
12-P0022416	24.98	GAME INFORMER MAGAZINE	Library Books - Periodicals	SP		3/13/2012
12-P0022417	69.00	NEWSWEEK	Library Books - Periodicals	SP		3/13/2012
12-P0022418	691.76	CAMPUZANO ERIC	Instructional Supplies	SP		3/13/2012
12-P0022419	5,192.04	TOMARK SPORTS INC	Instructional Supplies			3/13/2012
12-P0022420	762.01	SPINITAR PRESENTATION PRODUCTS	Instructional Supplies	SP		3/13/2012
12-P0022421	1,755.52	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		3/13/2012
12-P0022422	45.58	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib			3/13/2012
12-P0022423	267.59	LIPPINCOTT WILLIAMS & WILKINS	Books, Mags & Ref Mat, Non-Lib	SP		3/13/2012
12-P0022424	281.32	MIDWEST LIBRARY SVC	Library Books			3/13/2012
12-P0022425	774.00	CASBO CALIF ASSOC OF SCHOOL	Inst Dues & Memberships			3/13/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022426	6,021.31	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		3/13/2012
12-P0022427	1,043.95	SVM LP	Other Exp Paid for Students	SP		3/13/2012
12-P0022428	1,388.86	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		3/13/2012
12-P0022429	16,000.00	DATATEL INC	Contracted Services	SP		3/13/2012
12-P0022430	227.81	KET ENTERPRISE	Books, Mags & Ref Mat, Non-Lib	SP		3/13/2012
12-P0022431	459.14	WIESER EDUCATIONAL INC	Books, Mags & Ref Mat, Non-Lib	SP		3/13/2012
12-P0022432	8,548.16	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		3/13/2012
12-P0022433	398.53	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
12-P0022434	178.39	JAMES PUB	Books, Mags & Ref Mat, Non-Lib	SP		3/13/2012
12-P0022435	119.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/13/2012
* 12-P0022436	8,984.38	SCHOOL SPACE SOLUTIONS LLC	Equipment - Federal Progs >200	SP		3/14/2012
12-P0022437	50,000.00	THE FELDHAKA LAW FIRM	Legal Expenses			3/14/2012
12-P0022438	14,500.00	FRANKLIN AIR CONDITIONING	Building Improvements	SP		3/14/2012
12-P0022439	5,000.00	HUNTINGTON BEACH CHAMBER OF COMMERCE	Contracted Services	SP		3/14/2012
12-P0022441	200.00	PATCHEN TERRI	Contracted Services	SP		3/14/2012
12-P0022442	1,000.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			3/14/2012
12-P0022443	31,971.54	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP		3/14/2012
12-P0022444	1,436.59	XPEDX PAPER CO	Instructional Supplies			3/14/2012
12-P0022445	225.00	CALIFORNIA DIETETIC ASSOCIATION	Conference Expenses	SP		3/14/2012
12-P0022446	100.00	BOARD OF GOVERNORS	Conference Expenses	SP		3/14/2012
12-P0022447	100.00	BOARD OF GOVERNORS	Conference Expenses	SP		3/14/2012
12-P0022448	100.00	BOARD OF GOVERNORS	Conference Expenses	SP		3/14/2012
12-P0022449	5,656.00	ARTHUR J. GALLAGHER & CO.	Sites - Licenses, Fees & Taxes	SP	BOND	3/14/2012
* 12-P0022450	1,321.96	XPEDX PAPER CO	Instructional Supplies	SP		3/14/2012
12-P0022451	145.00	MCMAHAN BUSINESS INTERIORS	Contracted Services			3/14/2012
12-P0022452	863.26	FITNESS REPAIR SHOP	Repair & Replacement Parts			3/14/2012
12-P0022453	2,571.05	AUTOMOTIVE ELECTRONIC SVCS	Equipment - All Other > \$1,000			3/14/2012
12-P0022454	252.37	MCMASTER CARR SUPPLY CO	Instructional Supplies	SP		3/14/2012
12-P0022455	571.08	TOMARK SPORTS INC	Instructional Supplies	SP		3/14/2012
12-P0022456	630.38	TOMARK SPORTS INC	Instructional Supplies	SP		3/14/2012
12-P0022457	486.00	SODEXHO	Food and Food Service Supplies	SP		3/14/2012
12-P0022458	119.03	MCKESSON GENERAL MEDICAL CORP	Instructional Supplies	SP		3/14/2012
12-P0022459	2,027.20	SVM LP	Other Exp Paid for Students	SP		3/14/2012
12-P0022460	2,610.00	ADVENTURES IN ADVERTISING	Non-Instructional Supplies	SP		3/14/2012
12-P0022461	5,920.61	SAMY'S CAMERA	Instructional Supplies	SP		3/14/2012

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Purchase Order List
02/25/12 thru 04/07/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022462	4,219.58	HACIENDA	Food and Food Service Supplies	SP		3/14/2012
12-P0022463	718.96	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/14/2012
12-P0022464	387.89	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/14/2012
12-P0022465	125.00	DON BOOKSTORE	Mileage/Parking Expenses	SP		3/14/2012
12-P0022466	376.91	STATE CHEMICAL MFG CO	Non-Instructional Supplies			3/14/2012
12-P0022467	500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		3/14/2012
12-P0022468	700.00	STATE CHEMICAL MFG CO	Non-Instructional Supplies			3/14/2012
12-P0022469	500.00	ZUMAR INDUSTRIES INC	Non-Instructional Supplies			3/14/2012
* 12-P0022470	2,500.00	GRAINGER	Instructional Supplies	SP		3/14/2012
12-P0022471	678.34	GALE GROUP	Library Books - Comp Software			3/14/2012
12-P0022472	1,000.00	GRAINGER	Non-Instructional Supplies	SP		3/14/2012
12-P0022473	179.00	CORINE L. DOUGHTY	Food and Food Service Supplies	SP		3/14/2012
12-P0022474	950.00	CANDELA CORP	Non-Instructional Supplies			3/14/2012
12-P0022475	533.00	HOME DEPOT	Instructional Supplies	SP		3/14/2012
12-P0022476	75.00	HOME DEPOT	Instructional Supplies	SP		3/14/2012
12-P0022477	178.63	PRO PERFORMANCE SPORTS	Instructional Supplies	SP		3/14/2012
12-P0022478	226.71	HOME DEPOT	Instructional Supplies	SP		3/14/2012
12-P0022479	59.27	TRIARCH INC	Instructional Supplies	SP		3/14/2012
12-P0022480	187.18	PARALLAX INC	Instructional Supplies	SP		3/14/2012
12-P0022481	336.83	VISUAL HEALTH INFORMATION	Software License and Fees	SP		3/14/2012
12-P0022482	270.80	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		3/14/2012
12-P0022483	248.23	CD3 STORAGE SYSTEMS	Non-Instructional Supplies	SP		3/14/2012
12-P0022484	430.46	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		3/14/2012
12-P0022485	885.71	CVR COMPUTER SUPPLIES, INC	Non-Instructional Supplies	SP		3/14/2012
12-P0022486	885.71	CVR COMPUTER SUPPLIES, INC	Non-Instructional Supplies	SP		3/14/2012
12-P0022487	958.99	CVR COMPUTER SUPPLIES, INC	Non-Instructional Supplies	SP		3/14/2012
12-P0022488	260.76	CVR COMPUTER SUPPLIES, INC	Instructional Supplies	SP		3/14/2012
12-P0022489	2,800.00	JONES SUSANNA	Contracted Services	SP		3/15/2012
12-P0022490	3,900.00	SAPRIZA GOYRET MARIA JOSEFINA	Contracted Services	SP		3/15/2012
12-P0022491	730.00	ACADEMY ELECTRIC INC	Contracted Repair Services	SP		3/15/2012
12-P0022492	695.00	COSCO FIRE PROTECTION INC	Contracted Repair Services			3/15/2012
12-P0022493	525.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			3/15/2012
12-P0022494	35,583.18	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP		3/15/2012
12-P0022496	524.27	XEROX CORP	Instructional Supplies	SP		3/15/2012
12-P0022497	29,366.19	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		3/16/2012

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Purchase Order List
02/25/12 thru 04/07/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 12-P0022498	8,672.47	CULVER NEWLIN INC	Non-Instructional Supplies	SP		3/16/2012
12-P0022499	502.03	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		3/16/2012
12-P0022500	743.48	INTUIT INC	Software License and Fees	SP		3/16/2012
12-P0022501	4,358.00	KOURY ENGINEERING & TESTING INC	Equipment - Other Contract Svc	SP		3/16/2012
12-P0022502	4,240.38	THINK 4 INC COM	Instructional Supplies	SP		3/16/2012
12-P0022503	690.18	SPINITAR PRESENTATION PRODUCTS	Instructional Supplies	SP		3/16/2012
12-P0022504	102.47	POWERTRON	Instructional Supplies	SP		3/16/2012
12-P0022505	1,023.31	B & H PHOTO VIDEO INC	Instructional Supplies	SP		3/16/2012
12-P0022506	2,435.15	TROXELL COMM INC	Instructional Supplies	SP		3/16/2012
12-P0022507	356.75	BOSE CORP	Equipment - Federal Progs >200	SP		3/16/2012
12-P0022508	220.85	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		3/16/2012
12-P0022509	643.00	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		3/16/2012
12-P0022510	759.04	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		3/16/2012
12-P0022511	126.98	APPLE COMPUTER INC	Non-Instructional Supplies			3/16/2012
12-P0022512	4,417.75	CHROMATIC INC LITHOGRAPHERS	Reproduction/Printing Expenses	SP		3/16/2012
12-P0022513	1,384.75	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		3/16/2012
12-P0022514	195.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses	SP		3/16/2012
12-P0022515	68.12	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		3/16/2012
12-P0022516	259.68	CVR COMPUTER SUPPLIES, INC	Non-Instructional Supplies	SP		3/16/2012
12-P0022517	655.12	COMPUTECH INTERNATIONAL INC	Equip/Software - >\$200 <\$1,000	SP		3/16/2012
12-P0022519	327.56	COMPUTECH INTERNATIONAL INC	Equip/Software - >\$200 <\$1,000	SP		3/16/2012
12-P0022521	327.56	COMPUTECH INTERNATIONAL INC	Equip/Software - >\$200 <\$1,000	SP		3/16/2012
* 12-P0022522	232.64	FISHER SCIENTIFIC	Instructional Supplies	SP		3/16/2012
12-P0022523	1,161.01	CULVER NEWLIN INC	Non-Instructional Supplies	SP		3/19/2012
12-P0022524	1,570.00	CLASSIC PARTY RENTALS	Rental-Equipment (Short-term)	SP		3/19/2012
12-P0022525	1,065.00	ACADEMIC SENATE FOR	Conference Expenses			3/20/2012
12-P0022526	208.00	OLD MISSION SAN JUAN CAPISTRANO	Fees Paid for Students	SP		3/20/2012
* 12-P0022527	446.50	ROMELIA MADRIGAL	Transportation - Student	SP		3/20/2012
* 12-P0022528	903.94	HEALTH CARE LOGISTICS INC	Instructional Supplies	SP		3/20/2012
12-P0022529	215.00	SMART & FINAL	Instructional Supplies	SP		3/20/2012
12-P0022530	89.48	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		3/20/2012
12-P0022531	100.00	RANCHO SANTIAGO COMMUNITY COLLEGE D	Other Exp Paid for Students	SP		3/20/2012
12-P0022532	1,900.00	SODEXHO	Food and Food Service Supplies	SP		3/20/2012
12-P0022533	2,300.00	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			3/20/2012
12-P0022534	472.75	APT SCREEN PRINTING	Non-Instructional Supplies	SP		3/20/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022535	306.26	LIBRARY OF CONGRESS	Library Books			3/20/2012
12-P0022536	175.68	CAPITOL ENQUIRY	Non-Instructional Supplies			3/20/2012
12-P0022537	577.50	GUNTHER'S ATHLETIC SVC	Repair & Replacement Parts			3/20/2012
12-P0022538	2,000.00	JOB ELEPHANT COM INC	Personnel Recruiting			3/20/2012
12-P0022539	4,000.00	NORMAN INDUSTRIAL MATERIALS INC	Instructional Supplies	SP		3/20/2012
12-P0022540	762.16	HVAC AIR COMMAND INC	Contracted Repair Services			3/20/2012
12-P0022541	797.50	WESTERN POWER SYSTEMS	Contracted Repair Services			3/20/2012
12-P0022542	3,746.06	UNITED SPORTS SURFACING OF AMERICAN INC	Non-Instructional Supplies	SP		3/20/2012
12-P0022543	2,000.00	FIREMASTER	Contracted Services			3/20/2012
12-P0022544	377.06	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/20/2012
12-P0022545	28.66	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/20/2012
12-P0022546	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/20/2012
12-P0022547	604.31	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		3/20/2012
12-P0022548	340.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		3/20/2012
12-P0022549	250.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		3/20/2012
12-P0022550	603.75	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		3/20/2012
12-P0022551	18,273.60	DELL COMPUTER	Equipment - Federal Progs >200	SP		3/20/2012
12-P0022552	1,418.96	DELL COMPUTER	Equipment - Federal Progs >200	SP		3/20/2012
12-P0022553	28,342.95	DELL COMPUTER	Equipment - Federal Progs >200	SP		3/20/2012
12-P0022554	271.07	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		3/20/2012
12-P0022555	1,111.98	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000			3/20/2012
12-P0022556	83.08	CCLC COMMUNITY COLLEGE LEAGUE	Books, Mags & Ref Mat, Non-Lib			3/20/2012
12-P0022557	165.42	QUARK ENTERPRISES INC	Instructional Supplies	SP		3/20/2012
12-P0022558	200.00	BALLON DIXIE	Non-Instructional Supplies	SP		3/20/2012
12-P0022560	90.00	ALBERTSON'S	Food and Food Service Supplies	SP		3/20/2012
12-P0022561	109.10	JUAN POLLO 24	Food and Food Service Supplies	SP		3/20/2012
12-P0022562	584.28	PLAYERS CHOICE	Awards & Incentives	SP		3/20/2012
12-P0022563	716.25	JAY'S CATERING	Food and Food Service Supplies	SP		3/20/2012
12-P0022564	14,994.00	NUEVA VISTA MEDIA	Contracted Services	SP		3/21/2012
12-P0022565	3,290.00	THOMAS M. POYER ENTERPRISES, INC	Reproduction/Printing Expenses	SP		3/21/2012
12-P0022566	2,580.00	HIGH RISE GLASS & DOORS INC	Contracted Repair Services			3/21/2012
12-P0022567	507.92	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP	BOND	3/21/2012
12-P0022568	285.00	ACBO ASSOC OF CHIEF	Conference Expenses			3/26/2012
12-P0022569	804.41	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/27/2012
12-P0022570	417.60	WELLS FARGO BANK	Conference Expenses			3/27/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022571	407.60	WELLS FARGO BANK	Conference Expenses			3/27/2012
12-P0022572	366.66	RINGSIDE INC	Instructional Supplies			3/27/2012
12-P0022573	892.91	TITLE BOXING, LLC	Instructional Supplies			3/27/2012
12-P0022574	105.05	DELL COMPUTER	Non-Instructional Supplies	SP		3/27/2012
12-P0022575	1,385.12	DELL COMPUTER	Equipment - Federal Progs >200	SP		3/27/2012
* 12-P0022576	334.89	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/28/2012
12-P0022577	1,257.71	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		3/28/2012
12-P0022578	2,074.85	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		3/28/2012
12-P0022579	189.55	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/28/2012
12-P0022580	2,000.00	HERFF JONES INC.	Non-Instructional Supplies	SP		3/28/2012
12-P0022581	500.00	COUNTY AUTO & BOAT UPHOLSTERY	Contracted Repair Services			3/28/2012
12-P0022582	93.01	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/28/2012
12-P0022583	25.53	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		3/28/2012
12-P0022584	1,500.00	OC HISPANIC CHAMBER OF COMMERCE	District Business/Sponsorships	SP		3/28/2012
12-P0022585	2,176.14	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		3/28/2012
12-P0022586	738.83	PRO LINGUA ASSOCIATES	Books, Mags & Ref Mat, Non-Lib	SP		3/28/2012
12-P0022587	260.82	JON'S FLAGS & POLES	Non-Instructional Supplies			3/28/2012
12-P0022588	1,150.00	HISPANIC OUTLOOK IN	Advertising	SP		3/28/2012
12-P0022589	1,642.01	OPTIMA INC	Instructional Supplies	SP		3/28/2012
12-P0022590	3,245.00	RSCCD	Other Participant Travel Exp	SP		3/28/2012
12-P0022591	492.37	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/28/2012
12-P0022592	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/28/2012
12-P0022593	1,420.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	3/28/2012
12-P0022594	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/28/2012
* 12-P0022595	124.75	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	3/28/2012
12-P0022596	2,205.52	DELL COMPUTER	Equipment - All Other > \$1,000	SP		3/28/2012
12-P0022597	103.42	WARD'S NATURAL SCIENCE	Instructional Supplies			3/28/2012
12-P0022598	260.00	TUYEN K. NGUYEN	Conference Expenses			3/28/2012
* 12-P0022599	1,374.44	TENNANT SALES & SVC CO	Non-Instructional Supplies	SP		3/28/2012
12-P0022600	155.00	ACTION DOOR CONTROLS INC	Contracted Repair Services	SP		3/28/2012
12-P0022601	1,208.47	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		3/28/2012
* 12-P0022602	1,573.92	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		3/28/2012
* 12-P0022603	684.69	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		3/28/2012
12-P0022604	198.10	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		3/28/2012
12-P0022605	2,085.65	DELL COMPUTER	Equipment - All Other > \$1,000			3/29/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.16 (13)

Purchase Order List
02/25/12 thru 04/07/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022606	1,571.90	DELL COMPUTER	Equipment - All Other > \$1,000	SP		3/29/2012
12-P0022607	1,375.46	DELL COMPUTER	Equipment - Federal Progs >200	SP		3/29/2012
12-P0022608	220.85	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		3/29/2012
12-P0022609	276.94	XANTE CORP	Non-Instructional Supplies			3/29/2012
12-P0022610	420.23	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		3/29/2012
12-P0022611	2,490.32	OFFICE DEPOT BUSINESS SVCS	Equipment - Federal Progs >200	SP		4/2/2012
12-P0022612	2,902.58	ISLAND ADVERTISING SPECIALTIES	Other Exp Paid for Students	SP		4/2/2012
12-P0022613	5,265.20	XPEDX PAPER CO	Non-Instructional Supplies	SP		4/2/2012
12-P0022614	1,162.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			4/2/2012
12-P0022615	1,950.00	SHEWARD & SON & SONS	Contracted Services	SP		4/2/2012
12-P0022616	481.46	MR. LOCK INC	Non-Instructional Supplies	SP		4/2/2012
12-P0022617	446.52	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		4/2/2012
12-P0022618	5,947.38	IDENTIFICATION & SECURITY INTEGRATORS	Non-Instructional Supplies	SP		4/2/2012
12-P0022619	1,239.85	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		4/2/2012
12-P0022620	3,102.00	CHEVRON	Gasoline			4/2/2012
12-P0022621	488.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		4/2/2012
* 12-P0022622	7,979.17	SANTA ANA COLLEGE FOUNDATION	Reproduction/Printing Expenses	SP		4/2/2012
12-P0022623	500.00	HAY GROUP INC	Contracted Services			4/2/2012
12-P0022624	1,454.71	PRIDE BAKERIES LLC	Food and Food Service Supplies	SP		4/2/2012
12-P0022625	969.76	7-FOURTEEN	Supplies Paid for Students	SP		4/2/2012
12-P0022626	3,117.22	7-FOURTEEN	Supplies Paid for Students	SP		4/2/2012
12-P0022627	4,568.95	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		4/2/2012
12-P0022628	109.66	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		4/2/2012
12-P0022629	2,155.01	RYDIN DECAL	Non-Instructional Supplies	SP		4/3/2012
* 12-P0022630	3,499.45	TROXELL COMM INC	Equipment - All Other > \$1,000	SP		4/3/2012
* 12-P0022631	1,488.03	INTELLI-TECH	Instructional Supplies	SP		4/3/2012
12-P0022632	417.19	FISHER SCIENTIFIC	Equip/Software - >\$200 <\$1,000	SP		4/3/2012
12-P0022633	762.87	XEROX CORP	Instructional Supplies	SP		4/3/2012
12-P0022634	2,000.00	HOME DEPOT	Instructional Supplies	SP		4/3/2012
12-P0022635	9,750.00	WAVEFUNCTION INC	Software License and Fees	SP		4/3/2012
12-P0022636	684.70	MANNA DEVELOPMENT GROUP LLC	Food and Food Service Supplies			4/4/2012
12-P0022637	35.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			4/4/2012
12-P0022638	490.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			4/4/2012
12-P0022639	4,985.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		4/2/2012
12-P0022640	500.00	YARBROUGH PHILLIP E	Conference Expenses			4/4/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.16 (14)

Purchase Order List
02/25/12 thru 04/07/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022641	490.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			4/4/2012
12-P0022642	6,100.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	4/4/2012
12-P0022643	180.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		4/4/2012
12-P0022644	525.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			4/4/2012
12-P0022645	460.60	AMERICAN EXPRESS	Conference Expenses	SP		4/4/2012
12-P0022646	2,360.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		4/2/2012
12-P0022647	1,550.00	NAEYC	Other Licenses & Fees	SP		4/4/2012
12-P0022648	639.97	MIDWEST LIBRARY SVC	Library Books	SP		4/4/2012
12-P0022649	88.36	SANTA ANA UNIFIED SCHOOL DIST	Food and Food Service Supplies	SP		4/4/2012
12-P0022650	7,600.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		4/4/2012
12-P0022651	381.73	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/4/2012
12-P0022652	1,287.61	DON BOOKSTORE	Non-Instructional Supplies	SP		4/4/2012
12-P0022653	67.86	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/4/2012
12-P0022654	1,162.22	PROFESSIONAL PLUMBING &	Contracted Services			4/4/2012
12-P0022655	574.60	AMERICAN EXPRESS	Conference Expenses	SP		4/4/2012
12-P0022656	254.60	AMERICAN EXPRESS	Conference Expenses	SP		4/4/2012
12-P0022657	296.93	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		4/4/2012
12-P0022658	885.71	CVR COMPUTER SUPPLIES, INC	Equip/Software - >\$200 <\$1,000	SP		4/4/2012
12-P0022660	214,456.00	POSTMASTER	Postage			4/4/2012
12-P0022661	50,000.00	RESERVE ACCOUNT	Postage			4/4/2012
* 12-P0022662	194,500.00	RESERVE ACCOUNT	Postage			4/4/2012
12-P0022663	4,000.00	HOME DEPOT	Instructional Supplies	SP		4/4/2012
12-P0022664	1,500.00	CLEAN SOURCE INC	Non-Instructional Supplies			4/4/2012
12-P0022665	1,000.00	TROXELL COMM INC	Repair & Replacement Parts			4/4/2012
12-P0022666	175.00	STATE CENTER COMMUNITY COLLEGE DISTRICT	Conference Expenses	SP		4/5/2012
12-P0022667	495.00	NASBITE	Conference Expenses	SP		4/5/2012
* 12-P0022669	727.55	MARICELA SANDOVAL	Food and Food Service Supplies	SP		4/5/2012
12-P0022670	550.00	SMART & FINAL	Food and Food Service Supplies	SP		4/5/2012
12-P0022671	437.71	AMAZON COM	Non-Instructional Supplies	SP		4/5/2012
12-P0022672	3,689.40	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		4/5/2012
12-P0022673	2,000.00	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		4/5/2012
12-P0022674	10,695.00	DURHAM SCHOOL SERVICES	Transportation - Student	SP		4/5/2012
12-P0022675	366.60	AMERICAN EXPRESS	Conference Expenses	SP		4/5/2012
12-P0022676	396.00	JETZAMINA J. TORRES	Conference Expenses	SP		4/5/2012
12-P0022677	585.31	FINNEY CO	Instructional Supplies	SP		4/6/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022679	6,588.67	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/6/2012
12-P0022680	312.17	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		4/6/2012
12-P0022681	1,064.46	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/6/2012
12-P0022682	1,412.41	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/6/2012
12-P0022683	15,721.24	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/6/2012
12-P0022684	2,277.28	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/6/2012
12-P0022685	416.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/6/2012
12-P0022686	982.68	COMPUTECH INTERNATIONAL INC	Equipment - Federal Progs >200	SP		4/6/2012
12-P0129338	173,827.00	SANTA ANA UNIFIED SCHOOL DIST	Contracted Services	SP		3/7/2012
12-P0129339	15,000.00	FRESNO CITY COLLEGE	Contracted Services	SP		3/7/2012
12-P0129340	164.32	SCANTRON CORP	Maint Contract - Other Equip			3/20/2012
12-P0129341	10,000.00	RIVERSIDE CITY COLLEGE	Contracted Services	SP		3/21/2012
12-P0129342	68,345.12	EMC CORP	Software Support Service-Fixed			3/28/2012
12-P0129343	22,222.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		4/2/2012
12-P0129344	78,343.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		4/2/2012
* 12-P0129345	629.02	XEROX CORP	Excess/Copies Useage			4/2/2012
* 12-P0129346	249.05	XEROX CORP	Excess/Copies Useage			4/2/2012

Grand Total: \$ 2,599,346.49

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 25, 2012 THROUGH APRIL 7, 2012
BOARD MEETING OF APRIL 23, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0021923	\$40,000.00	Consulting services to provide oversight and coordination for the Faculty Entrepreneurship Program (FEP) conference	DO-Educational Services	Board approved: February 27, 2012
12-P0022144	\$94,578.80	Dura Vertical 635 eco Mori Seiki Vertical Machining Center	SAC-Human Services & Technology	Bid #1186 Board approved: February 27, 2012
12-P0022189	\$26,282.05	2012 Ford E-350 super duty cargo van	OEC-Warehouse	Received Quotations: 1) *David Wilson's Ford of Orange 2) Selman Chevrolet 3) Villa Ford *Successful Bidder
12-P0022195	\$25,980.58	2012 Dodge Ram mini cargo van	SAC-Mailroom	Received Quotations: 1) *Orange Coast Chrysler Jeep 2) McPeek's Dodge 3) Villa Ford *Successful Bidder
12-P0022258	\$43,802.29	Dell computers and related components	SAC-Business	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0022289	\$27,498.00	TaskStream Title -AMS annual subscription for telephone support and consulting	SCC-Institutional Effectiveness and Assessment	Web-based software used to plan and manage assessment process and is required by Title V grant for the provision of ongoing SLO training, coaching and mentoring for faculty and staff.

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 25, 2012 THROUGH APRIL 7, 2012
BOARD MEETING OF APRIL 23, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0022337	\$82,500.00	Commissioning services for the Humanities building at Santiago Canyon College	DO-Facility Planning	Board approved: February 27, 2012
12-P0022358	\$57,574.54	Relocation of overhead electrical lines at Santa Ana College	DO-Facility Planning	Board approved: February 27, 2012
12-P0022368	\$57,651.00	DSA mandated testing services related to the College Avenue Street Alignment, Cul-de-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities project at Santa Ana College	DO-Facility Planning	Board approved: February 27, 2012
12-P0022369	\$65,912.00	DSA mandated testing services related to the Roof Replacement project for the M & O Building at Santiago Canyon College	DO-Facility Planning	Board approved: February 27, 2012
12-P0022370	\$98,469.00	Replacement of infrastructure conduits and cabling that support telephone and data communication system from LRC to M & O building and Science Center at Santiago Canyon College	DO-Facility Planning	Board approved: February 27, 2012
12-P0022380	\$37,900.00	Environmental consulting services - addendum to the 2005 Environmental Impact Report for Santiago Canyon College	DO-Facility Planning	Board approved: February 27, 2012
12-P0022381	\$44,100.00	Geotechnical consulting services related to the College Avenue Street Alignment, Cul-de-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities project at Santa Ana College	DO-Facility Planning	Board approved: February 27, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 25, 2012 THROUGH APRIL 7, 2012
BOARD MEETING OF APRIL 23, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0022396	\$26,990.82	Emergency repair to existing infrastructure gas line at Santa Ana College	SAC-Administrative Services	Major gas leak was found outside between two buildings. Trenching, saw cutting, concrete removal and replacement of valves were conducted.
12-P0022429	\$16,000.00	Consulting services for Colleague Student & Financial Aid services	SCC-Financial Aid	
12-P0022437	\$20,000.00	Legal services related to Mepco Services Inc	DO-Business Operations/Fiscal Services	Board approved: October 15, 2007
12-P0022443	\$31,971.54	Professional planning services for potential land conversion with RSCCD, McFadden/Orange Park site and Centennial Education Center for the months of October - November 2011	DO-Facility Planning	
12-P0022494	\$35,583.18	Professional planning services for potential land conversion with RSCCD, McFadden/Orange Park site and Centennial Education Center for the months of December 2011-January 2012	DO-Facility Planning	
12-P0022497	\$29,366.19	Stick electrodes	SAC-Human Services & Technology	Received Quotations: 1) *Sims Orange Welding Supply 2) Cameron Welding Supplies 3) Airgas 4) Praxair *Successful Bidder
12-P0022551	\$18,273.60	Dell laptop computers and related components	SAC-Business	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 25, 2012 THROUGH APRIL 7, 2012
BOARD MEETING OF APRIL 23, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0022553	\$28,342.95	Dell laptop computers and related components	CEC-Inmate Program	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0022660	\$214,456.00	Deposit for bulk mail, permit #134	SAC-Mail Services	
12-P0022661	\$50,000.00	Deposit for metered mail for District mailroom, reserve account #44861458	DO-Mail Services	
12-P0022662	\$194,500.00	Deposit for metered mail for Santa Ana College mailroom, reserve account #44875805	SAC-Mail Services	
12-P0022683	\$15,721.24	Dell computers and related components	SAC-Continuing Education	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0129338	\$173,827.00	Sub-award agreement between RSCCD and SAUSD for GEAR UP 2009 - Year 3	SAC-Gear Up	Board approved: December 5, 2011
12-P0129339	\$15,000.00	Grant sub-agreement between RSCCD and Fresno City College for the implementation of Faculty Entrepreneurs Project (FEP)	DO-Educational Services	Board approved: July 25, 2011
12-P0129342	\$68,345.12	Annual renewal for Avamar software	DO-ITS	Received Quotations: 1) *EMC Corp 2) STA 3) Fusion Storm *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 25, 2012 THROUGH APRIL 7, 2012
BOARD MEETING OF APRIL 23, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0129343	\$22,222.00	Agreement with the University of California Irvine for the Summer Scholar Transfer Institute (SSTI) program	SAC-Student Services	Board approved: May 10, 2011
12-P0129344	\$78,343.00	Sub-agreement with the University of California Irvine for RTI International Gear Up implementation award to study the impact of Saturday Academy of Mathematics (SAM)	SAC-Student Services	Board approved: September 12, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2011/2012</u>		
1. Disabled Students Programs & Services (DSPS) (SAC) Annual allocation from the California Community Colleges Chancellor's Office to provide services for disabled students. (11/12)	01/17/2012	\$1,076,772
2. Early Head Start Expansion (District) – <i>Augmentation</i> Grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. Under Amendment 1, the RSCCD EHS received the total grant award to continue program operations for the full year of the project. (11/12)	03/13/2012	\$886,112
Operations Budget		\$864,500
Training & Technical Assistance		\$21,612
<u>Fiscal Year 2012/2013</u>		
3. Job Development, Training, and Placement Program for the Disabled – Workability III (SAC) Funds from the California Department of Rehabilitation (DOR) through State Vocational Rehabilitation Services Federal Program to provide employment services for individuals with various disabilities. (FY: 2012/13, 2013/14, and 2014/15)	03/09/2012	\$1,293,621
– FY 2012/13 (\$431,207)		
– FY 2013/14 (\$431,207)		
– FY 2014/15 (\$431,207)		

Fiscal Impact: \$3,256,505	Board Date: April 23, 2012
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-000004-10000-1110	Contract Instructors : SAC Match	-	247,797		250,505		2,708
11-0000-000004-10000-3411	H&W - Instructionals : SAC match	-	86,679		75,791	10,888	
11-0000-000004-10000-2130	Classified Emp : SAC Match	-	114,979		110,820	4,159	
11-0000-000004-10000-3415	H&W - Non-Instructionals : SAC match	-	37,522		54,493		16,971
11-0000-679000-10000-5999	Special Holding Acct - SAC match	-	24,176		93,928		69,752
SAC	Holding Accounts (Match)	-	511,153	-	585,537	15,047	89,431
11-2230-493031-19523-1310	Part-Time Instructors : Dea	11,712		-			11,712
11-2230-493031-19523-3111	STRS - Instructional : Deaf	966		-			966
11-2230-493031-19523-3321	Medicare - Instructional :	170		-			170
11-2230-493031-19523-3511	SUI - Instructional : Deaf	79		-			79
11-2230-493031-19523-3611	WCI - Instructional : Deaf	258		-			258
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hear	13,185	-	-	-	-	13,185
11-2230-493031-19524-1110	Contract Instructors : High Tech Center DS - Don Dutton (80%)	73,232		74,003		771	
11-2230-493031-19524-3111	STRS - Instructional : High	6,890		6,188			702
11-2230-493031-19524-3321	Medicare - Instructional :	1,345		-			1,345
11-2230-493031-19524-3411	H & W - Instructional : Hig	14,229		14,258		29	
11-2230-493031-19524-3431	H & W - Retiree Fund Inst :	928		750			178
11-2230-493031-19524-3511	SUI - Instructional : High	622		1,208		586	
11-2230-493031-19524-3611	WCI - Instructional : High	2,041		1,800			241
11-2230-493031-19524-3911	Other Benefits - Instructio	1,250		1,000			250
Totals for DEPARTMENT:	19524 - High Tech Center DS	100,537	-	99,207	-	1,386	2,716
11-2230-493031-19525-1110	Contract Instructors : Learning Disabled - Louise Janus (50%)	51,882		36,550			15,332
11-2230-493031-19525-1310	Part-Time Instructors : Learning Disabled - Kathleen Dumain (F11 - \$13,459.09; est. Sp12 - \$13,459)	1,120		26,918		25,798	
11-2230-493031-19525-1315	Int/Sum-Instructors,Part-Time : Learning Disabled - Kathleen Dumain (1A-2A - \$3706.95; est. 12A - \$3,707)	-		7,414		7,414	
11-2230-493031-19525-3111	STRS - Instructional : Lear	3,038		5,899		2,861	
11-2230-493031-19525-3321	Medicare - Instructional :	1,425		1,037			388
11-2230-493031-19525-3411	H & W - Instructional : Lea	10,882		5,253			5,629

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-493031-19525-3431	H & W - Retiree Fund Inst :	983		715			268
11-2230-493031-19525-3511	SUI - Instructional : Learn	660		1,151		491	
11-2230-493031-19525-3611	WCI - Instructional : Learn	2,168		1,716			452
11-2230-493031-19525-3911	Other Benefits - Instructio	1,250		625			625
Totals for DEPARTMENT:	19525 - Learning Disabled	73,408	-	87,278	-	36,564	22,694
11-2230-493031-19527-1110	Contract Instructors : Speech/Acquired Brain Injur - Renee Miller (40%)	34,776		35,142		366	
11-2230-493031-19527-3111	STRS - Instructional : Spee	-		2,940		2,940	
11-2230-493031-19527-3321	Medicare - Instructional :	-		509		509	
11-2230-493031-19527-3411	H & W - Instructional : Spe	65		79		14	
11-2230-493031-19527-3431	H & W - Retiree Fund Inst :	-		356		356	
11-2230-493031-19527-3511	SUI - Instructional : Speec	-		574		574	
11-2230-493031-19527-3611	WCI - Instructional : Speec	-		855		855	
11-2230-493031-19527-3911	Other Benefits - Instructio	-		500		500	
Totals for DEPARTMENT:	19527 - Speech/Acquired Bra	34,841	-	40,955	-	6,114	-
11-2230-642000-19521-1210	Academic Management : DSPS Office - Jane Mathis (\$13,914.18) - Elyse Chaplin (part of 2A; 50% for 10 months)	40,493		55,097		14,604	
11-2230-642000-19521-3115	STRS - Non-Instructional :	6,332		3,746			2,586
11-2230-642000-19521-3325	Medicare - Non-Instructiona	1,113		814			299
11-2230-642000-19521-3415	H & W - Non-Instructional :	8,130		4,239			3,891
11-2230-642000-19521-3435	H & W - Retiree Fund Non-In	768		562			206
11-2230-642000-19521-3515	SUI - Non-Instructional : D	515		904		389	
11-2230-642000-19521-3615	WCI - Non-Instructional : D	1,688		1,348			340
11-2230-642000-19521-3915	Other Benefits - Non-Instru	1,650		1,057			593
Totals for DEPARTMENT:	19521 - DSPS Office	60,689	-	67,767	-	14,993	7,915
11-2230-642000-19522-3115	STRS - Non-Instructional :	163		-			163
11-2230-642000-19522-3325	Medicare - Non-Instructiona	29		-			29
11-2230-642000-19522-3515	SUI - Non-Instructional : D	14		-			14
11-2230-642000-19522-3615	WCI - Non-Instructional : D	44		-			44
Totals for DEPARTMENT:	19522 - DSPS CEC	250	-	-	-	-	250

6.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19523-1454	Int/Sum Beyond Contr-Coordinat : Deaf & Hard of Hea	4,051		-			4,051
11-2230-642000-19523-2130	Classified Employees : Deaf & Hard of Hearing - Ruth Rodriguez (80%)	71,251		69,292.00			1,959
11-2230-642000-19523-2320	Classified Employees - Hourly : Deaf & Hard of Hear - Ruth Rodriguez (ST) - Intepreters - Hourly	-		44,475.00		44,475	
11-2230-642000-19523-3115	STRS - Non-Instructional :	1,308		-			1,308
11-2230-642000-19523-3215	PERS - Non-Instructional :	59		10,257.21		10,198	
11-2230-642000-19523-3315	OASDHI - Non-Instructional	-		5,889.15		5,889	
11-2230-642000-19523-3325	Medicare - Non-Instructiona	230		1,665.58		1,436	
11-2230-642000-19523-3335	PARS - Non-Instructional :	-		257.82		258	
11-2230-642000-19523-3415	H & W - Non-Instructional :	14,252		14,252.00		-	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-In	159		1,148.64		990	
11-2230-642000-19523-3515	SUI - Non-Instructional : D	108		1,849.40		1,741	
11-2230-642000-19523-3615	WCI - Non-Instructional : D	349		2,756.34		2,407	
11-2230-642000-19523-3915	Other Benefits - Non-Instru	-		1,080.00		1,080	
11-2230-642000-19523-4520	Repair & Replacement Parts	-		-		-	-
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hear	91,767	-	152,923	-	68,474	7,318
11-2230-642000-19525-1480	Part-time Reassigned Time - Louise Janus (3A)	-		545		545	
11-2230-642000-19525-1485	Int/Sum - Reassigned Time, PT : Learning Disabled - Louise Janus (1A-2A)	-		1,956		1,956	
11-2230-642000-19525-3115	STRS - Non-Instructional :	-		15		15	
11-2230-642000-19525-3325	Medicare - Non-Instructiona	-		36		36	
11-2230-642000-19525-3335	PARS - Non-Instructional :	-		53		53	
11-2230-642000-19525-3435	H & W - Retiree Fund Non-In	-		25		25	
11-2230-642000-19525-3515	SUI - Non-Instructional : L	-		40		40	
11-2230-642000-19525-3615	WCI - Non-Instructional : L	-		60		60	
Totals for DEPARTMENT:	19525 - Learning Disabled	-	-	2,730	-	2,730	-

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPTS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19526-1250	Contract Coordinator : Physically Disabled - Maria Aguilar (70%)	47,414		49,713		2,299	
11-2230-642000-19526-2130	Classified Employees : Physically Disabled - Amy Treats (100%)	43,728		41,528			2,200
11-2230-642000-19526-3115	STRS - Non-Instructional :	2,944		4,173		1,229	
11-2230-642000-19526-3215	PERS - Non-Instructional :	3,610		4,536		926	
11-2230-642000-19526-3315	OASDHI - Non-Instructional	2,608		2,651		43	
11-2230-642000-19526-3325	Medicare - Non-Instructiona	1,127		1,354		227	
11-2230-642000-19526-3415	H & W - Non-Instructional :	24,866		23,933			933
11-2230-642000-19526-3435	H & W - Retiree Fund Non-In	778		934		156	
11-2230-642000-19526-3515	SUI - Non-Instructional : P	524		1,503		979	
11-2230-642000-19526-3615	WCI - Non-Instructional : P	1,710		2,240		530	
11-2230-642000-19526-3915	Other Benefits - Non-Instru	1,750		2,112		362	
Totals for DEPARTMENT:	19526 - Physically Disabled	131,059	-	134,677	-	6,751	3,133
11-2230-642000-19527-3115	STRS - Non-Instructional :	2,989		-			2,989
11-2230-642000-19527-3325	Medicare - Non-Instructiona	525		-			525
11-2230-642000-19527-3415	H & W - Non-Instructional :	-		-			-
11-2230-642000-19527-3435	H & W - Retiree Fund Non-In	362		-			362
11-2230-642000-19527-3515	SUI - Non-Instructional : S	244		-			244
11-2230-642000-19527-3615	WCI - Non-Instructional : S	797		-			797
11-2230-642000-19527-3915	Other Benefits - Non-Instru	500		-			500
Totals for DEPARTMENT:	19527 - Speech/Acquired Bra	5,417	-	-	-	-	5,417
Totals for FUND: 11 -	General Fund Unrestricted - DSPTS Match (SAC)	511,153	511,153	585,537	585,537	152,059	152,059

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-10000-8623	DSPS : Santa Ana College		935,470		1,076,772		141,302
Totals for DEPARTMENT:	10000 - Santa Ana College	-	935,470	-	1,076,772	-	141,302
12-2230-493010-19522-1110	Contract Instructors : DSPS CEC - Mary Smorstok Stephens (50%)	-		50,022		50,022	
12-2230-493010-19522-3111	STRS - Instructional : DSPS	-		4,178		4,178	
12-2230-493010-19522-3321	Medicare - Instructional :	-		734		734	
12-2230-493010-19522-3411	H & W - Instructional : DSP	-		10,881		10,881	
12-2230-493010-19522-3431	H & W - Retiree Fund Inst :	-		506		506	
12-2230-493010-19522-3511	SUI - Instructional : DSPS	-		815		815	
12-2230-493010-19522-3611	WCI - Instructional : DSPS	-		1,216		1,216	
12-2230-493010-19522-3911	Other Benefits - Instructio	-		625		625	
12-2230-493030-19522-2410	Inst Assistant - Ongoing : DSPS CEC - Ann Herrlein	9,850		6,716			3,134
12-2230-493030-19522-3321	Medicare - Instructional :	143		123			20
12-2230-493030-19522-3331	PARS - Instructional : DSPS	128		111			17
12-2230-493030-19522-3431	H & W - Retiree Fund Inst :	-		85		85	
12-2230-493030-19522-3511	SUI - Instructional : DSPS	30		137		107	
12-2230-493030-19522-3611	WCI - Instructional : DSPS	217		204			13
Totals for DEPARTMENT:	19522 - DSPS CEC	10,368	-	76,353	-	69,169	3,184
12-2230-493030-19524-4320	Instructional Software : Hi	54		-			54
12-2230-493030-19524-5950	Software License and Fees :	4,850		4,837			13
Totals for DEPARTMENT:	19524 - High Tech Center DS	4,904	-	4,837	-	-	67
12-2230-493030-19525-3611	WCI - Instructional : Learn	206		-			206
Totals for DEPARTMENT:	19525 - Learning Disabled	206	-	-	-	-	206
12-2230-493031-19522-1280	Contract - Reassigned Time - Mary Smorstok-Stephens (Dept. Chair stipend \$1,296)	-		1,296		1,296	
12-2230-493031-19522-3115	STRS - Non-Instructional :	-		107		107	
12-2230-493031-19522-3325	Medicare - Non-Instructiona	-		19		19	
12-2230-493031-19522-3415	H & W - Non-Instructional :	-		279		279	
12-2230-493031-19522-3435	H & W - Retiree Fund Non-In	-		13		13	
12-2230-493031-19522-3515	SUI - Non-Instructional : D	-		21		21	

6.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-19522-3615	WCI - Non-Instructional : D	-		31		31	
12-2230-493031-19522-4310	Instructional Supplies : DS	279		-			279
Totals for DEPARTMENT:	19522 - DSPS CEC	279	-	1,766	-	1,766	279
12-2230-493031-19525-1110	Contract Instructors : Learning Disabled - Louise Janus (50%)	50,915		36,551			14,364
12-2230-493031-19525-1315	Int/Sum-Instructors,Part-Time : Learning Disabled	-		-		-	-
12-2230-493031-19525-2420	Inst Assistant - Hourly : Learning Disabled - Jorge Zuniga Esquivel - Danniell Fregoso - Ian Kremminski	-		48,020		48,020	
12-2230-493031-19525-3111	STRS - Instructional : Lear	6,675		3,067			3,608
12-2230-493031-19525-3211	PERS - Instructional : Lear	-		2,098		2,098	
12-2230-493031-19525-3311	OASDHI - Instructional : Le	-		1,191		1,191	
12-2230-493031-19525-3321	Medicare - Instructional :	1,173		1,236		63	
12-2230-493031-19525-3331	PARS - Instructional : Lear	-		375		375	
12-2230-493031-19525-3411	H & W - Instructional : Lea	14,005		5,253			8,752
12-2230-493031-19525-3431	H & W - Retiree Fund Inst :	-		852		852	
12-2230-493031-19525-3511	SUI - Instructional : Learn	243		1,371		1,128	
12-2230-493031-19525-3611	WCI - Instructional : Learn	1,780		2,044		264	
12-2230-493031-19525-3911	Other Benefits - Instructio	1,250		625			625
12-2230-493031-19525-6414	Equipment - Software > \$1,0	-		-		-	-
Totals for DEPARTMENT:	19525 - Learning Disabled	76,041	-	102,684	-	53,992	27,349
12-2230-642000-19521-1210	Academic Management : DSPS Office - Jane Mathis (\$13,914.18) - Elyse Chaplin (50%)	6,090		55,738		49,648	
12-2230-642000-19521-1430	Part-Time Counselor : DSPS Office - Shellyn Aguirre	-		15,698		15,698	
12-2230-642000-19521-1454	Int/Sum Beyond Contr-Coordinat : DSPS Office - Maria Aguilar (2A)	-		1,376		1,376	
12-2230-642000-19521-2130	Classified Employees : DSPS Office - Norma Castillo (100%) to 3/18/12	58,509		51,390		(7,119)	
12-2230-642000-19521-3115	STRS - Non-Instructional :	1,740		3,912		2,172	

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19521-3215	PERS - Non-Instructional :	4,455		5,613		1,158	
12-2230-642000-19521-3315	OASDHI - Non-Instructional	2,930		3,259		329	
12-2230-642000-19521-3325	Medicare - Non-Instructiona	991		1,834		843	
12-2230-642000-19521-3335	PARS - Non-Instructional :	-		204		204	
12-2230-642000-19521-3415	H & W - Non-Instructional :	18,762		13,437			5,325
12-2230-642000-19521-3435	H & W - Retiree Fund Non-In	-		1,264		1,264	
12-2230-642000-19521-3515	SUI - Non-Instructional : D	205		2,036		1,831	
12-2230-642000-19521-3615	WCI - Non-Instructional : D	1,504		3,034		1,530	
12-2230-642000-19521-3915	Other Benefits - Non-Instru	1,108		2,244		1,136	
12-2230-642000-19521-4210	Books, Mags & Ref Mat, Non-	398		305			93
12-2230-642000-19521-4310	Instructional Supplies : DS	3,020		1,000			2,020
12-2230-642000-19521-5630	Maint Contract - Office Equ	3,005		1,760			1,245
12-2230-642000-19521-5845	Excess/Copies Usage : DSPS	1,196		1,162			34
Totals for DEPARTMENT:	19521 - DSPS Office	103,913	-	165,268	-	70,071	8,717
12-2230-642000-19522-2130	Classified Employees : DSPS	4,385		-			4,385
12-2230-642000-19522-3215	PERS - Non-Instructional :	413		-			413
12-2230-642000-19522-3315	OASDHI - Non-Instructional	272		-			272
12-2230-642000-19522-3325	Medicare - Non-Instructiona	64		-			64
12-2230-642000-19522-3415	H & W - Non-Instructional :	1,044		-			1,044
12-2230-642000-19522-3515	SUI - Non-Instructional : D	13		-			13
12-2230-642000-19522-3615	WCI - Non-Instructional : D	96		-			96
12-2230-642000-19522-3915	Other Benefits - Non-Instru	113		-			113
Totals for DEPARTMENT:	19522 - DSPS CEC	6,400	-	-	-	-	6,400
12-2230-642000-19523-1250	Contract Coordinator : Deaf & Hard of Hearing - Monica Collins (45%)	50,834		40,059			10,775
12-2230-642000-19523-2320	Classified Employees - Hourly : Deaf & Hard of Hear - Interpreters	60,000		188,979		128,979	
12-2230-642000-19523-3215	PERS - Non-Instructional :	9,978		15,729		5,751	
12-2230-642000-19523-3315	OASDHI - Non-Instructional	6,612		8,962		2,350	
12-2230-642000-19523-3325	Medicare - Non-Instructiona	2,608		3,330		722	
12-2230-642000-19523-3335	PARS - Non-Instructional :	-		1,106		1,106	

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19523-3415	H & W - Non-Instructional :	6,189		5,636			553
12-2230-642000-19523-3435	H & W - Retiree Fund Non-In	-		2,296		2,296	
12-2230-642000-19523-3515	SUI - Non-Instructional : D	333		3,696		3,363	
12-2230-642000-19523-3615	WCI - Non-Instructional : D	5,976		5,510		(466)	
12-2230-642000-19523-3915	Other Benefits - Non-Instru	810		562			248
12-2230-642000-19523-5100	Contracted Services : Deaf	144,833		144,000			833
Totals for DEPARTMENT:	19523 - Deaf & Hard of Hearing	288,173	-	419,865	-	144,101	12,409
12-2230-642000-19524-1484	Int/Sum Beyond Contract Reassigned - High Tech Ctr. - Don Dutton (3A)	-		963		963	
12-2230-642000-19524-2130	Classified Employees : High Tech Center DSPS - Angela Tran (100%)	51,600		58,011		6,411	
12-2230-642000-19524-3115	STRS - Non-Instructional :	-		79		79	
12-2230-642000-19524-3215	PERS - Non-Instructional :	5,808		6,337		529	
12-2230-642000-19524-3315	OASDHI - Non-Instructional	3,819		3,680			139
12-2230-642000-19524-3325	Medicare - Non-Instructiona	893		861			32
12-2230-642000-19524-3415	H & W - Non-Instructional :	10,307		10,463		156	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-In	-		603		603	
12-2230-642000-19524-3515	SUI - Non-Instructional : H	185		971		786	
12-2230-642000-19524-3615	WCI - Non-Instructional : H	1,355		1,448		93	
12-2230-642000-19524-3915	Other Benefits - Non-Instru	1,350		1,350		-	-
Totals for DEPARTMENT:	19524 - High Tech Center DS	75,317	-	84,766	-	9,620	171
12-2230-642000-19525-1460	Part-Time Physicians/Psych : Learning Disabled	20,000		-			20,000
12-2230-642000-19525-1484	Int/Sum Beynd Contr-Reassigned : Learning Disabled	1,556		-			1,556
12-2230-642000-19525-2130	Classified Employees : Learning Disabled - Robert Norris (100%) & Janus 1B-2B	86,236		68,472			17,764
12-2230-642000-19525-3115	STRS - Non-Instructional :	112		-			112
12-2230-642000-19525-3215	PERS - Non-Instructional :	8,272		7,479			793
12-2230-642000-19525-3315	OASDHI - Non-Instructional	5,440		4,343			1,097
12-2230-642000-19525-3325	Medicare - Non-Instructiona	1,585		1,016			569
12-2230-642000-19525-3415	H & W - Non-Instructional :	9,634		7,769			1,865
12-2230-642000-19525-3435	H & W - Retiree Fund Non-In	-		700		700	

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19525-3515	SUI - Non-Instructional : L	328		1,128		800	
12-2230-642000-19525-3615	WCI - Non-Instructional : L	2,404		1,681			723
12-2230-642000-19525-3915	Other Benefits - Non-Instru	1,941		1,575			366
12-2230-642000-19525-4610	Non-Instructional Supplies	8,000		5,922			2,078
12-2230-642000-19525-5220	Mileage/Parking Expenses :	500		11			489
12-2230-642000-19525-5940	Reproduction/Printing Expen	-		19		19	
Totals for DEPARTMENT:	19525 - Learning Disabled	146,008	-	100,115	-	1,519	47,412
12-2230-642000-19526-1250	Contract Coordinator : Physically Disabled - Maria Aguilar (30%)	38,310		21,305			17,005
12-2230-642000-19526-1454	Int/Sum Beyond Contr-Coord. : Physically Disable - Maria Aguilar (1A)	-		1,835		1,835	
12-2230-642000-19526-2130	Classified Employees : Physically Disabled	4,089		-			4,089
12-2230-642000-19526-3115	STRS - Non-Instructional :	3,161		1,940			1,221
12-2230-642000-19526-3215	PERS - Non-Instructional :	3,097		-			3,097
12-2230-642000-19526-3315	OASDHI - Non-Instructional	2,036		-			2,036
12-2230-642000-19526-3325	Medicare - Non-Instructiona	1,032		341			691
12-2230-642000-19526-3415	H & W - Non-Instructional :	21,735		5,330			16,405
12-2230-642000-19526-3435	H & W - Retiree Fund Non-In	-		235		235	
12-2230-642000-19526-3515	SUI - Non-Instructional : P	213		379		166	
12-2230-642000-19526-3615	WCI - Non-Instructional : P	1,565		564			1,001
12-2230-642000-19526-3915	Other Benefits - Non-Instru	2,597		375			2,222
Totals for DEPARTMENT:	19526 - Physically Disabled	77,835	-	32,304	-	2,236	47,767
12-2230-642000-19527-1250	Contract Coordinator : Speech/Acquired Brain Injury - Renne Miller (40%) + \$1000 stipend	42,638		36,142			6,496
12-2230-642000-19527-1454	Int/Sum Beyond Contr-Coordinat : Speech/Acq. Brain - Renne Miller (3A)	-		858		858	
12-2230-642000-19527-2130	Classified Employees : Speech/Acquired Brain Injury - Ian Krzeminski (angela's replacement) started 2/27/12	12,519		12,333			186
12-2230-642000-19527-2320	Classified Employees - Hourly : Speech/Acquired Bra	828		-			828
12-2230-642000-19527-3115	STRS - Non-Instructional :	3,787		3,094			693
12-2230-642000-19527-3215	PERS - Non-Instructional :	4,505		1,347			3,158
12-2230-642000-19527-3315	OASDHI - Non-Instructional	2,963		793			2,170

6.1(10)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 - 6/30/12

CONTRACT INCOME: \$1,076,772 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 04/03/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19527-3325	Medicare - Non-Instructiona	1,359		722			637
12-2230-642000-19527-3415	H & W - Non-Instructional :	15,212		3,569			11,643
12-2230-642000-19527-3435	H & W - Retiree Fund Non-In	-		503		503	
12-2230-642000-19527-3515	SUI - Non-Instructional : S	281		810		529	
12-2230-642000-19527-3615	WCI - Non-Instructional : S	2,061		1,207			854
12-2230-642000-19527-3915	Other Benefits - Non-Instru	2,688		950			1,738
Totals for DEPARTMENT:	19527 - Speech/Acquired Brain Injury	88,841	-	62,326	-	1,890	28,404
12-2230-642000-19528-1250	Contract Coordinator : Psychological Disabilities - Susana Salgado (20%)	43,710		18,264			25,446
12-2230-642000-19528-1464	Int/Sum Beyond Contr-Physician : Psychological Disa - Susana Salgado (1A-2A)	1,812		349			1,463
12-2230-642000-19528-3115	STRS - Non-Instructional :	3,755		1,556			2,199
12-2230-642000-19528-3325	Medicare - Non-Instructiona	660		274			386
12-2230-642000-19528-3415	H & W - Non-Instructional :	2,534		3,080		546	
12-2230-642000-19528-3435	H & W - Retiree Fund Non-In	-		189		189	
12-2230-642000-19528-3515	SUI - Non-Instructional : P	138		304		166	
12-2230-642000-19528-3615	WCI - Non-Instructional : P	1,001		453			548
12-2230-642000-19528-3915	Other Benefits - Non-Instru	625		250			375
Totals for DEPARTMENT:	19528 - Psychological Disab	54,235	-	24,719	-	901	30,417
12-2230-675000-19521-5210	Conference Expenses : DSPS	2,950		1,769			1,181
Totals for DEPARTMENT:	19521 - DSPS Office	2,950	-	1,769	-	-	1,181
Totals for PROJECT: 2230	DSPS-SAC (Fund 12 - General Fund Restricted)	935,470	935,470	1,076,772	1,076,772	355,265	355,265

Board approved on April 2, 2012 for State Categorical Program Flexibility Transfer per AB1609

Matriculation - move up to
DSPS

Moved out of Category	Moved into Category
300,000	300,000

(11) 1.9

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operating (District)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 9/30/11 - 9/29/12
 CONTRACT INCOME: 864,500
 Augmentation: 864,500
Total Award: 1,729,000

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker

CFDA No. 93.600
 Award No. 09CH9091/01

Revised Date: 4/13/2012
 Date: 9/16/2011

GL Account String					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
33	1272	000000	50000	8199	Other Federal Revenues : District Operations		864,500		1,729,000		864,500
33	1272	672000	50000	5865	Indirect Costs : District Operations	33,250		66,500		33,250	
Department 53328 - EHS Santa Ana College											
33	1272	692000	53328	1210	Academic Management : EHS Santa Ana College MacKenney, Veronica @ 30% (Note: 30% to #2120 non-federal match)	13,000		27,983		14,983	
33	1272	692000	53328	1270	Child Development Teachers : EHS Santa Ana College -Master Teachers each @ 50% : Daisy Castaneda, Luz Cordoba, Margaret Humphreys, Imelda Iniguez, Paz Jorquera (until 12A), Colleen Mangali, Cheryl Owens, Keo Salinas, and Sandra Shinn. (Note: 50% to #2120 non-federal match)	75,765		163,934		88,169	
33	1272	692000	53328	2130	Classified Employees : EHS Santa Ana College Mata, Isabel @ 50%	14,443		24,264		9,821	
33	1272	692000	53328	2310	Classified Employees - Ongoing : EHS Santa Ana Coll Garcia, Cecilia PT Ongoing Custodian	7,513		14,312		6,799	
33	1272	692000	53328	2320	Classified Employees - Hourly : EHS Santa Ana Colle Child Development Beginning Teachers (8); Custodian (hourly); Cook/Nutrition Specialist (hourly)	35,728		70,486		34,758	
33	1272	692000	53328	2340	Student Assistants - Hourly : EHS Santa Ana College	26,035		48,464		22,429	
33	1272	692000	53328	3115	STRS - Non-Instructional : EHS Santa Ana Coll	7,323		16,256		8,933	
33	1272	692000	53328	3215	PERS - Non-Instructional : EHS Santa Ana Coll	6,576		10,217		3,641	
33	1272	692000	53328	3315	OASDHI - Non-Instructional : EHS Santa Ana Co	5,219		7,926		2,707	
33	1272	692000	53328	3325	Medicare - Non-Instructional : EHS Santa Ana	2,573		4,919		2,346	
33	1272	692000	53328	3335	PARS - Non-Instructional : EHS Santa Ana Coll	0		180		180	

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operating (District)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 9/30/11 - 9/29/12
 CONTRACT INCOME: 864,500
 Augmentation: 864,500
Total Award: 1,729,000

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker

CFDA No. 93.600
 Award No. 09CH9091/01

Revised Date: 4/13/2012
 Date: 9/16/2011

GL Account String					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
33	1272	692000	53328	3415	H & W - Non-Instructional : EHS Santa Ana Col	33,494		55,625		22,131	
33	1272	692000	53328	3435	H & W - Retiree Fund Non-Inst : EHS Santa Ana	1,775		3,605		1,830	
33	1272	692000	53328	3515	SUI - Non-Instructional : EHS Santa Ana Colle	2,438		5,023		2,585	
33	1272	692000	53328	3615	WCI - Non-Instructional : EHS Santa Ana Colle	4,260		8,649		4,389	
33	1272	692000	53328	3915	Other Benefits - Non-Instruct : EHS Santa Ana	4,973		10,981		6,008	
33	1272	692000	53328	4310	Instructional Supplies : EHS Santa Ana Colleg	4,000		8,000		4,000	
33	1272	692000	53328	4610	Non-Instructional Supplies : EHS Santa Ana Co	6,740		13,480		6,740	
33	1272	692000	53328	4710	Food and Food Service Supplies : EHS Santa An	5,729		11,458		5,729	
33	1272	692000	53328	5100	Contracted Services : EHS Santa Ana College	460		920		460	
33	1272	692000	53328	5630	Maint Contract - Office Equip : EHS Santa Ana	50		100		50	
33	1272	692000	53328	5845	Excess/Copies Useage : EHS Santa Ana College	700		1,400		700	
33	1272	692000	53328	5850	Fingerprinting : EHS Santa Ana College	506		1,012		506	
33	1272	692000	53328	5895	Other Licenses & Fees : EHS Santa Ana College	500		1,000		500	
33	1272	692000	53328	6120	Site Improvements : EHS Santa Ana College	1,000		2,000		1,000	
33	1272	692000	53328	6411	Equipment - Federal Progs >200 : EHS Santa An	3,400		6,800		3,400	
Department 53329 - EHS Administration											
33	1272	692000	53329	1210	Academic Management : EHS Administration Tucker, Dee @ 50%; Ramirez, Alicia @ 100% eff. 10A; Pham, MyLe @ 100% eff. 10A; Van, Connie @ 100%	62,498		215,141		152,643	
33	1272	692000	53329	1270	Child Development Teachers : EHS Administration -Teachers/Homebase Parent Educators each @ 100% : Catherine Candela, Guadalupe Sandoval, Sandra Santamaria	54,720		106,651		51,931	
33	1272	692000	53329	1471	Sub Child Dev Teachr-Shortterm : EHS Administration -Master Teacher-Substitutes/Parent Educators	16,450		47,911		31,461	

6.1 (13)

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operating (District)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 9/30/11 - 9/29/12
 CONTRACT INCOME: 864,500
 Augmentation: 864,500
Total Award: 1,729,000

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker

CFDA No. 93.600
 Award No. 09CH9091/01

Revised Date: 4/13/2012
 Date: 9/16/2011

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
33	1272	692000	53329	2130	Classified Employees : EHS Administration Lugo, Laurene @ 10%; Mills, Amy @ 90%; Ericson, Cherie @ 45%	35,982		75,911		39,929	
33	1272	692000	53329	2310	Classified Employees - Ongoing : EHS Administration Campos, Griselda	7,756		18,676		10,920	
33	1272	692000	53329	2320	Classified Employees - Hourly : EHS Administration Campos, Griselda (s/t)	6,495		12,580		6,085	
33	1272	692000	53329	3115	STRS - Non-Instructional : EHS Administration	15,978		27,322		11,344	
33	1272	692000	53329	3215	PERS - Non-Instructional : EHS Administration	5,726		11,298		5,572	
33	1272	692000	53329	3315	OASDHI - Non-Instructional : EHS Administrati	3,157		6,642		3,485	
33	1272	692000	53329	3325	Medicare - Non-Instructional : EHS Administra	3,651		6,770		3,119	
33	1272	692000	53329	3335	PARS - Non-Instructional : EHS Administration	0		242		242	
33	1272	692000	53329	3415	H & W - Non-Instructional : EHS Administratio	51,390		78,836		27,446	
33	1272	692000	53329	3435	H & W - Retiree Fund Non-Inst : EHS Administr	2,518		4,753		2,235	
33	1272	692000	53329	3515	SUI - Non-Instructional : EHS Administration	4,053		7,652		3,599	
33	1272	692000	53329	3615	WCI - Non-Instructional : EHS Administration	6,042		11,406		5,364	
33	1272	692000	53329	3915	Other Benefits - Non-Instruct : EHS Administr	7,864		15,444		7,580	
33	1272	692000	53329	4310	Instructional Supplies : EHS Administration -Homebase instructional supplies	3,000		6,000		3,000	
33	1272	692000	53329	4610	Non-Instructional Supplies : EHS Administration -Office and Homebase	3,063		6,126		3,063	
33	1272	692000	53329	4710	Food and Food Service Supplies : EHS Administration -Homebase	2,000		4,000		2,000	

6.1 (14)

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operating (District)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 9/30/11 - 9/29/12
 CONTRACT INCOME: 864,500
 Augmentation: 864,500
Total Award: 1,729,000

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker

CFDA No. 93.600
 Award No. 09CH9091/01

Revised Date: 4/13/2012
 Date: 9/16/2011

GL Account String					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
33	1272	692000	53329	5100	Contracted Services : EHS Administration -Kat Soltannmorad, Registered Dietitian @ \$12,000 -Sue Brown, Registered Nurse @ \$19,500 -Patty Cruz, Mental Health Consultant @ \$15,000 -MSW Field Instructor @ \$5,000 -PHFE: Parent Services @7,000 -Help Me Grow sub-contract @ \$171,896 -MOMS of OC sub-contract @ \$156,021 -Katryn Soltanm @ \$1,724 -Cinda Muckenthaler @ \$56,600 -Independent Contract @ \$7,045 -CDS Consultant Home Visitor @ \$3,900	265,394		461,519		196,125	
33	1272	692000	53329	5220	Mileage/Parking Expenses : EHS Administration	2,550		5,100		2,550	
33	1272	692000	53329	5630	Maint Contract - Office Equip : EHS Administr	500		1,000		500	
33	1272	692000	53329	5805	Awards & Incentives : EHS Administration	317		634		317	
33	1272	692000	53329	5845	Excess/Copies Useage : EHS Administration	1,626		3,252		1,626	
33	1272	692000	53329	5850	Fingerprinting : EHS Administration	170		340		170	
33	1272	692000	53329	5905	Other Participant Travel Exp : EHS Administra	800		1,600		800	
33	1272	692000	53329	5950	Software License and Fees : EHS Administratio	2,500		5,000		2,500	
33	1272	692000	53329	6411	Equipment - Federal Progs >200 : EHS Administ	850		1,700		850	
Total #1272 - EHS Operating						864,500	864,500	1,729,000	1,729,000	864,500	864,500

6.1 (15)

SPECIAL PROJECT DETAILED BUDGET #1277
NAME: Early Head Start Expansion Training & Technical Assistance (District)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 9/30/11 - 9/29/12
 CONTRACT INCOME: 21,613
 Augmentation: 21,612
Total Award: 43,225

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker

CFDA No. 93.600
 Award No. 09CH9091/01

Revised Date: 4/13/2012
 Date: 9/16/2011

GL Account String					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
33	1277	000000	50000	8199	Other Federal Revenues : District Operations		21,613		43,225		21,612
33	1277	672000	50000	5865	Indirect Costs : District Operations	831		1,663		832	
33	1277	675000	53329	5210	Conference Expenses : EHS Administration	5,622		11,242		5,620	
33	1277	692000	53329	4710	Food and Food Service Supplies : EHS Administ	800		1,600		800	
33	1277	692000	53329	5100	Contracted Services : EHS Administration	14,360		28,720		14,360	
					Total #1277 - EHS T & TA	21,613	21,613	43,225	43,225	21,612	21,612

SPECIAL PROJECT DETAILED BUDGET # 1580

NAME: Job Dev., Training & Placement Program for the Disabled - Workability III

FISCAL YEAR: 2012/13 - 2014/2015

CONTRACT PERIOD: 7/1/12 to 6/30/15
 CONTRACT INCOME: \$1,293,621 (\$431,207/yr)

PROJ. ADM. Elyse Chaplin
 PROJ. DIR. Sandy Morris

CFDA #: 84,126A

GL Account	Description	Year 1		Year 2		Year 3	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-679000-10000-5999	Special Project Holding Account (SAC)		52,082		52,082		52,082
11-1580-000000-10000-5998	Special Project Match Contrib : Santa Ana College	52,082		52,082		52,082	
	Totals - Match Funds	52,082	52,082	52,082	52,082	52,082	52,082
12-1580-000000-10000-8199	Other Federal Revenues : Santa Ana College		431,207		431,207		431,207
12-1580-647000-19529-1280	Contract - Reassigned Time : Workability	60,729		61,330		61,931	
12-1580-647000-19529-1282	Contract Extension - Reassigned Time : Workability	7,007		7,077		7,146	
12-1580-647000-19529-1480	Part-Time Reassigned Time : Workability - Career Specialist	28,153		28,432		28,710	
12-1580-647000-19529-2130	Classified Employees : Workability	134,662		127,382		128,644	
12-1580-647000-19529-2310	Classified Employees - Ongoing : Workability	77,493		78,260		79,027	
12-1580-647000-19529-3115	STRS - Non-Instructional : Workability	7,978		8,056		8,135	
12-1580-647000-19529-3215	PERS - Non-Instructional : Workability	24,186		23,443		23,675	
12-1580-647000-19529-3315	OASDHI - Non-Instructional : Workability	13,384		12,970		13,095	
12-1580-647000-19529-3325	Medicare - Non-Instructional : Workability	3,538		3,445		3,479	
12-1580-647000-19529-3415	H & W - Non-Instructional : Workability	48,729		52,430		56,159	
12-1580-647000-19529-3435	H & W - Retiree Fund Non-Inst : Workability	3,126		3,068		3,098	
12-1580-647000-19529-3515	SUI - Non-Instructional : Workability	5,032		4,940		4,988	
12-1580-647000-19529-3615	WCI - Non-Instructional : Workability	7,501		7,364		7,436	
12-1580-647000-19529-3915	Other Benefits - Non-Instruct : Workability	4,525		4,356		4,356	
12-1580-647000-19529-4210	Books, Mags & Ref Mat, Non-Lib : Workability	164		654		78	
12-1580-647000-19529-4610	Non-Instructional Supplies : Workability	2,000		3,000		800	
12-1580-647000-19529-5220	Mileage/Parking Expenses : Workability	1,000		2,000		250	
12-1580-675000-19529-5210	Conference Expenses : Workability	2,000		3,000		200	
Totals for PROJECT: 1580	Voc Rehab Srvcs to State	431,207	431,207	431,207	431,207	431,207	431,207
	<i>In-kind Match: (Certified Expenditure)</i>	207,007		208,586		210,166	
	- Bart Hoffman (15%)						
	- Monica Porter (10%)						
	- Marisela Godinez (20%)						
	- Phi Loan Le (7%)						
	- Indirect Cost/Administrative Ovehead Cost (28%)						
	- Unused indirect cost from Service Budget (28%)						

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 23, 2012
Re:	Adoption of Resolution No. 12-19 – Office of Statewide Health Planning and Development – Song-Brown Registered Nursing Education Program Grant	
Action:	Request for Adoption of Resolution No. 12-19	

BACKGROUND

Santa Ana College received a Song-Brown Registered Nursing Education Program Grant during fiscal year 2010/11. Funds are used to increase the number of Clinical Teaching Assistants, in order to provide more depth of instruction and individualized attention to students at clinical sites. The Office of Statewide Health Planning and Development fully awarded only four proposals in the state, of which Santa Ana College is one, in recognition of SAC’s successful and innovative strategy to provide the highest quality of instruction for students.

ANALYSIS

The Office of Statewide Health Planning and Development is extending the performance period of this grant and under Amendment 1 of Agreement No. 10-1059, the end date for this grant was changed from June 30, 2011 to June 30, 2012. The state agency is requesting that a resolution be approved indicating this extension.

RECOMMENDATION

It is recommended that the board adopts this resolution with the Office of Statewide Health Planning and Development that authorizes the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: April 23, 2012
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted to certify the approval of the Board of Trustees for Santa Ana College to continue to implement a Song-Brown Registered Nursing Education Program Grant from the Office of Health Planning and Development, and to authorize designated personnel to sign related contract documents for Fiscal Year 2011/2012, due to an extension of the grant agreement (#10-1059) to end June 30, 2012.

RESOLUTION NO. 12-19

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into an agreement (#10-1059) with the Office of Health Planning and Development to implement the Song-Brown Registered Nursing Education Program Grant and authorizes the persons listed below to sign the contract agreement and related documents for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 23rd day of April, 2012, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 23, 2012
Re:	Adoption of Resolution No. 12-21 – California Department of Rehabilitation (28524)	
Action:	Request for Adoption of Resolution No. 12-21	

BACKGROUND

Rancho Santiago Community College District – Santa Ana College receives funding from the California Department of Rehabilitation (DOR) through State Vocational Rehabilitation Services Federal Program for the purpose of providing employment services for individuals with various disabilities for the period July 1, 2012 through June 30, 2015, in accordance with the funding terms and conditions.

ANALYSIS

As part of the acceptance process, the California Department of Rehabilitation requires that the Board of Trustees designate and approve an authorized representative of the district to sign the grant contract and amendments to this program.

RECOMMENDATION

It is recommended that the Board adopt the resolution agreement with the California Department of Rehabilitation that authorizes the Vice Chancellor or his designee to sign the contract documents for the fiscal years 2012/13 through 2014/15.

Fiscal Impact: none	Board Date: April 23, 2012
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BOARD RESOLUTION No. 12-21

DR 324 (Rev 9/2011)

FULL Name of Corporation or Public Agency

Rancho Santiago Community College District/Santa Ana College

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

2323 North Broadway, Santa Ana, CA 92706-1640

Date of Board Meeting	Signature of Recording Secretary	Date Signed
April 23, 2012		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To: Board of Trustees	Date: April 23, 2012
Re: First Reading of Board Policy 9006	
Action: Information	

BACKGROUND

The Board Policy Committee met on February 27, 2012 and reviewed a request from the Student Trustee for clarification on the protocol surrounding the student trustee’s advisory vote. The committee directed staff to revise language in the appropriate board policy and submit the revised language to the Board for first reading.

ANALYSIS

The relevant policy is:

BP9006 – Student Trustee

RECOMMENDATION

This policy is presented for first reading as an information item.

Fiscal Impact: None	Board Date: April 23, 2012
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

Student Trustee - BP9006

Revised March 28, 2011

The Board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 9006.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings to the same extent as publicly elected trustees.

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member may, prior to the vote on any item before the Board, advise the President of the Board that the student member would like to cast his/her vote first as a means of providing advice to the Board. The student member shall not be liable for any acts of the Governing Board.

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425.
- The privilege to serve a term commencing on May 15.
- The privilege to serve on Board committees.

Legal Reference: Education Code Sections 72023.5 and 72425

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES AND EDUCATIONAL SERVICES**

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Criteria for Development of New Trustee Area Boundaries	
Action: Request for Approval	

BACKGROUND

At the February 6, 2012 meeting, the Board approved amendments to Board Policies 9003 and 9004, changing the current at-large method of trustee elections to elections by individual trustee areas. At the February 27, 2012 meeting, the Board selected National Demographics Corporation (NDC) to develop the potential boundaries for the seven trustee areas.

ANALYSIS

NDC has identified the following criteria that may be utilized in the development of trustee area boundaries. These criteria, which may result in small population deviations between trustee areas, have been deemed justifiable by the U.S. Supreme Court. The Board can provide direction to NDC to follow all, some, or modified versions these traditional criteria.

- **Communities of interest**
- **Visible (Natural & man-made) boundaries**
 - Make it easy for residents of a district to understand its borders (and to engage their neighbors in precinct walking or other election activities)
- **Compactness & contiguity**
 - Also makes it easier for voters to understand their district’s borders.
- **Continuity in office**
 - Redistricting, an administrative process, should not tell the voters they can no longer elect a candidate they have previously elected (which is what happens when two or more incumbents are “paired.”)
- **Population growth**
 - Growth is much less certain in 2011 than it was in 2001, so this is harder to justify than it was in 2001.
- **Preserve Core of existing districts**
 - Don’t move voters around unless needed to achieve one of the other goals.

RECOMMENDATION

It is recommended that the Board of Trustees select and approve the criteria to be used in the development of new trustee area boundaries.

Fiscal Impact: None	Board Date: April 23, 2012
Item Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES AND EDUCATIONAL SERVICES**

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Timeline for Adoption of New Trustee Area Boundaries	
Action: Request for Approval	

BACKGROUND

At the February 6, 2012 meeting, the Board approved amendments to Board Policies 9003 and 9004, changing the current at-large method of trustee elections to elections by individual trustee areas. At the February 27, 2012 meeting, the Board selected National Demographics Corporation (NDC) to develop the potential boundaries for the seven trustee areas.

ANALYSIS

NDC has developed a timeline for the review and adoption of the new trustee area boundaries. The timeline includes one community workshop. The recommended date for that workshop is Sunday, May 6th at the District Office. This date is proposed based on input received from LULAC. The other dates listed in the recommended timeline are regularly scheduled Board meetings. This recommended schedule provides for the adoption of the new trustee area boundaries by the July deadline of the County Registrar of Voters.

- **April 23** **Board Provides Direction on criteria**
- **May 6** **Community Workshop** (10am, Board Room)
 - Opportunity for the public to work with NDC to develop your own plans for submission to the Board
- **May 7** **NDC presents draft plans to Board**
 - Both NDC drafts and community drafts from workshop
- **May 21** **Board Review and possible adoption**
- **June 18** **Board Review and possible adoption** (if needed)
- **Post-adoption** **Maps to County**
- **November 2012** **Election for four seats**

RECOMMENDATION

It is recommended that the Board of Trustees select and approve the timeline for the adoption of the new trustee area boundaries.

Fiscal Impact: None	Board Date: April 23, 2012
Item Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	April 23, 2012
Re:	Approval of Agreement with Lewis Consulting Group, LLC		
Action:	Request for Action		

BACKGROUND

With the growing number of students attending Santiago Canyon College, it is important to maintain the momentum of providing adequate facilities in order to provide the environment required for students to learn and succeed. In 2002 the district passed a successful bond measure which provided funding for Santiago Canyon College facilities. The funding provided by that bond measure is now exhausted. Any further modification or new construction on the Santiago Canyon College campus will cease without additional funding. In the current budget climate, it is not likely that funding for capital construction will be provided for by the state in the near term. To continue the improvements on the Santiago Canyon College campus, alternative funding must be identified.

ANALYSIS

District administration believes there may be community support to pass a bond measure to finance the modification of existing facilities or construction of new facilities at Santiago Canyon College. Prior to pursuing this avenue, it would be important to conduct a survey of likely voters in the Santiago Canyon College service area to ascertain voters' interest in supporting a local bond measure. The principal of the Lewis Consulting Group has been involved for more than three decades in political polling and has managed many successful campaigns in Orange County.

RECOMMENDATION

It is recommended that the Board approve an agreement with Lewis Consulting Group, LLC and that authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to execute the agreement on behalf of the district as presented.

Fiscal Impact:	\$19,000 fixed fee contract	Board Date:	April 23, 2012
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Proposal for Rancho Santiago Community College District

Presented by:

John Lewis
President, Lewis Consulting, LLC

1914 W. Orangewood Ave.
Suite 201
Orange, CA 92868
Phone: (714) 937-1005
Fax: (714) 937-1008

Lewis Consulting is pleased to present the following proposal:

Lewis Consulting Group will conduct a survey regarding bond feasibility for residents within the Santiago Canyon College Improvement District #2.

Survey includes cross tabulations for:

- gender
- age
- home owner/renter
- political party
- City/community/geographic area

Survey conducted with a 400 sample, yielding a margin of error of 4.89% with a 95% level of confidence.

Survey and full analysis will be completed by June 1, 2012 (or sooner if requested by District).

Costs: cost of the survey, complete analysis and recommendations is \$19,000. This includes meetings as necessary to compile questionnaire, completion of 400 surveys, data, processing of responses, cross tabulations, presentations as requested and full analysis.

AGREED TO BY:

Date

John Lewis
President, Lewis Consulting Group

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: April 23, 2012
Re: Approval of Agreement with True North Research, Inc.	
Action: Request for Action	

BACKGROUND

Many of the facilities at Santa Ana College are older and in need of updating in order to provide the environment required for students to learn and succeed. In 2002 the district passed a successful bond measure which provided funding for Santa Ana College facilities. The funding provided for through that bond measure is now exhausted. Any further modification or new construction on the Santa Ana College campus will cease without additional funding. In the current budget climate, it is not likely that funding for capital construction will be provided for by the state in the near term. To continue the improvements on the Santa Ana College campus, alternative funding must be identified.

ANALYSIS

District administration believes there may be community support to pass a bond measure to finance the modification of existing facilities or construction of new facilities at Santa Ana College. Prior to pursuing this avenue, it would be important to conduct a survey of likely voters in the Santa Ana College service area to ascertain voters' interest in supporting a local bond measure. True North Research, Inc. has designed and conducted over 800 survey research studies for public agencies, including 36 school districts, who wished to pursue bond measures. Of the measures that have gone to ballot, 94% have been successful. In addition, True North Research, Inc. has expertise in the native languages of the local service area which will insure a more reliable evaluation of voters' interest.

RECOMMENDATION

It is recommended that the Board approve an agreement with True North Research, Inc. and that authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to execute the agreement on behalf of the district as presented.

Fiscal Impact: \$23,320 fixed fee contract	Board Date: April 23, 2012
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BOND MEASURE FEASIBILITY SURVEY
PROPOSAL FOR RESEARCH & CONSULTING

PREPARED FOR THE
RANCHO SANTIAGO CCD



APRIL 4, 2012



741 GARDEN VIEW COURT, SUITE 208
ENCINITAS CA 92024
760.632.9900 WWW.TN-RESEARCH.COM



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SURVEY RESEARCH PROPOSAL

True North Research, Inc. (True North) is pleased to present the Rancho Santiago Community College District (District) with this proposal to design and conduct a survey of likely voters. Our initial conversations with the Lewis Group were quite helpful to our understanding of the District's objectives and needs with respect to the proposed research, and we have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail—or if other issues have arisen that should be factored into the study—please feel free to contact us (760.632.9900) and we'll be happy to revise this estimate.

SCOPE OF WORK Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research, careful packaging, and a well-orchestrated campaign. The overriding objective of the survey is thus to produce an unbiased, statistically reliable evaluation of voters' interest in supporting a local bond measure, as well as identify how best to package a measure for success.

The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the Lewis Group and the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered sample of voters in the designated SFID who—based on their voting history and registration status—are likely to participate in the election of interest (November 2012).
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the final questionnaire into Spanish and Vietnamese to allow for interviewing in English, Spanish and Vietnamese according to the respondent's preference.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
- Collect quality telephone interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last 15 minutes.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.

- Prepare three (3) full-color hard copies of the final report, as well as an electronic copy to allow the District to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the District.
- Provide a CD that includes the report, final PowerPoint presentation, and all data and documentation associated with the study.
- Be available to assist and provide advice to the District after the survey is complete.

COSTS True North's fixed-fee cost estimate to design and conduct the survey as described in this proposal is \$23,320. This cost includes professional Spanish and Vietnamese language translation and interviewing.

ABOUT TRUE NORTH True North Research, Inc. is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, priorities and concerns of their residents and voters. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—including planning, revenue measures, performance measurement, service improvements and enhancements, and developing compelling public information campaigns.

During their careers, the principals at True North—Dr. McLarney and Mr. Sarles—have designed and conducted over 800 survey research studies for public agencies, including school districts, cities, counties, special districts and councils of government. True North has developed a proven framework for the design of revenue measure surveys that captures the pieces of information needed for estimating the feasibility of a measure and, if feasible, how best to package the measure for success. Of the measures that have gone to ballot based on Dr. McLarney's recommendation, 94% have been successful. In total, the research that Dr. McLarney has conducted has led to over \$20 billion in successful local revenue measures -- including more than half of all of the successful school parcel taxes (2/3's supermajority required) in Southern California.

True North's educational clients include Banning USD, Buena Park USD, Burbank USD, Charter Oak USD, Claremont USD, Corona-Norco USD, Culver City USD, Fairfax SD, Glendale USD, Glendora USD, Grossmont-Cuyamaca CCD, Grossmont HSD, La Canada USD, Lafayette SD, Lake Elsinore USD, Lakeside USD, Little Lake City SD, Miracosta CCD, Newhall SD, Oak Park USD, Palos Verdes Peninsula USD, Panama-Buena Vista USD, Poway USD, Sacramento City USD, Salinas HSD, San Dieguito HSD, San Marcos USD, San Marino SD, Santa Clara USD, Savanna ESD, Soka University, Temecula USD, Torrance USD, Travis USD, Tustin USD, and Val Verde USD. Its also worth noting that we've worked with dozens of other public agencies in Orange County, including 15 cities, the County, and special districts such as OCTA and the Orange County Fire Authority.

PROJECT MANAGER BIO Timothy McLarney, Ph.D., will serve as the Project Manager for this study. As President of True North, he is responsible for the design, management and analysis of True North's qualitative and quantitative research projects, including those that address community needs assessments, revenue measures, public policy, and strategic planning issues.

Dr. McLarney is a published author and a recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His

research has been recognized at numerous national and state conferences, has been published in academic journals, and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases.

Prior to co-founding True North Research, Dr. McLarney was the Director of Research at another west-coast survey firm and a consultant for Quest. Dr. McLarney holds an M.A. and Ph.D. in Government from Cornell University with an emphasis in survey research methods, voting behavior and sampling, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

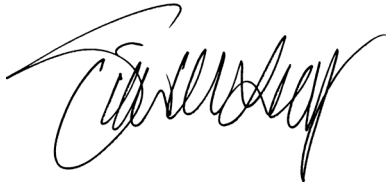


LETTER OF AGREEMENT

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and the Rancho Santiago Community College District for the services described previously. In fulfillment of this agreement, True North will perform the services described in the *Scope of Work* on page 1. True North will invoice the full amount of the contract (\$23,320) upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,

Agreed to and accepted by:



Timothy McLarney, Ph.D.
President
True North Research
741 Garden View Court, Suite 208
Encinitas CA 92024

Raul Rodriguez, Ph.D.
Chancellor
Rancho Santiago CCD
2323 N. Broadway
Santa Ana CA 92706

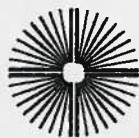
BUSINESS TERMS Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

Notices Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

Confidentiality True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

<i>Acting as Agent</i>	In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.
<i>Merger</i>	The merger or consolidation of the client into or with any other entity shall not terminate or otherwise modify this Agreement.
<i>Ownership of Materials</i>	In producing finished products, it is expressly understood that ownership of all materials purchased by True North Research to complete the materials to be produced passes to its clients at the time of purchase and prior to any use by True North Research.
<i>Independent Contractor</i>	This Agreement shall not render True North Research an employee, partner, agent of, or joint venturer for the client for federal, state or local tax purposes, or for any other purpose.
<i>Amendment Provision</i>	This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of California, and may be amended only in writing signed by both parties.
<i>Successors</i>	Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.
<i>Termination</i>	The contract may be terminated by mutual consent of both parties, or by 10 days notice by either party. If the agreement is terminated, True North Research will bill the client for all work completed to date (including subcontractors' work).
<i>Attorneys' Fees</i>	Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.
<i>Governing Law</i>	Any agreement between True North and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted in the Municipal or Superior Court of the County of San Diego.



**COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA**

DATE: February 27, 2012

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Judy Centlivre, Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2012

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. Although the election announcement and call for nominations indicated that there are seven seats to be filled, there are now eight seats due to the recent resignation from the board by Trustee Larwood.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The eleven trustees who have been nominated for election to the board are listed on the enclosed sheet in the order of the Secretary of State's random drawing. An official ballot for the election is also enclosed in this mailing to each community college district, as well as copies of the statement of candidacy and biographic sketch form of each of the eleven candidates.

Please remember that: *1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.* Official ballots must be signed and returned to the League office, **postmarked no later than April 25.** Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements

**CCCT 2012 BOARD
OFFICIAL BALLOT**

Vote for no more than eight (8) by checking the boxes next to the names

NOMINATED CANDIDATES

List order based on Secretary of State's January 19, 2012 random drawing.

- *Janet Chaniot, Mendocino-Lake CCD
- Angela Acosta-Salazar, Rio Hondo CCD
- *Doug Otto, Long Beach CCD
- *Manny Ontiveros, North Orange County CCD
- Tina Park, Los Angeles CCD
- Ann H. Ransford, Glendale CCD
- Deborah LeBlanc, Compton CCD
- *Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
- *Marcia Zableckis, Barstow CCD
- Greg Bonaccorsi, Ohlone CCD
- *Chris Stampolis, West Valley-Mission CCD

WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.

* Incumbent

Board Secretary and Board President or Board Vice President must sign below:

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

Secretary of the Board

President or Vice President of the Board