

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees (Regular meeting)

Monday, May 12, 2014

2323 North Broadway, #107

Santa Ana, CA 92706

District Mission

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuits in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and engaging education to a diverse community.

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 Administration of Oath of Allegiance to Yuh Hwan Ko, May 2014 Interim Student Trustee

1.4 Approval of Additions or Corrections to Agenda

Action

1.5 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.

1.6 Approval of Minutes – Regular meeting of April 28, 2014

Action

1.7 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.

1.8 Public Hearing – Rancho Santiago Community College District (RSCCD) Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

1.9 Presentation on Santa Ana College's (SAC) Welding Program

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

- Accreditation

2.2 Reports from College Presidents

- Accreditation
- 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

3.0 INSTRUCTION

*3.1 Approval of Agreement between California State University Fullerton's (CSUF) Auxiliary Services and RSCCD for Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project Action
The administration recommends approval of the agreement between CSUF's Auxiliary Services and RSCCD on behalf of SAC to allow CSUF's Center for Educational Access and Research office to conduct its evaluation of the ENGAGE in STEM grant project.

*3.2 Approval of Speech-Language Pathology Assistant Program (SLPA) Agreement Renewal – San Jacinto Unified School District Action
The administration recommends approval of the agreement renewal with San Jacinto Unified School District in San Jacinto, California.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

*4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.

*4.2 Adoption of Resolution No. 14-17 Regarding Expenditure Transfers to Permit Payment of Obligations Action
The administration recommends adoption of Resolution No. 14-17 regarding expenditure transfers as presented.

- *4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2014 Action
The administration recommends approval of the CCFS-311Q for the period ending March 31, 2014, as presented.
- 4.4 Quarterly Investment Report as of March 31, 2014 Information
The quarterly investment report as of March 31, 2014, is presented as information.
- *4.5 Approval of Lease Agreement with Vara Media Action
The administration recommends approval of the lease agreement with Vara Media 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.
- *4.6 Approval of Change Order #1 – De La Riva Construction, Building R Exterior Guardrail Panel Replacement Project at Santa Ana College Action
The administration recommends approval of change order #1 for De La Riva Construction for Building R exterior guardrail panel replacement project at SAC as presented.
- *4.7 Approval of Notice of Completion for Resolution 13-33 – Contract with De La Riva Construction for Building R Exterior Guardrail Panel Replacement Project at Santa Ana College Action
The administration recommends approval of the Notice of Completion with De La Riva Construction for Building R exterior guardrail panel replacement at SAC as presented.
- *4.8 Ratification of Agreements with De La Riva Construction, Inc., KDC Construction, Sun Environmental Engineering, Rodriguez Engineering, PC Associates, CEM Lab, and Executive Environmental for Emergency Repair of Russell Hall Panels and Guardrails at Santa Ana College Action
The administration recommends ratification of agreements with De La Riva Construction, Inc., KDC Construction, Sun Environmental Engineering, Rodriguez Engineering, PC Associates, CEM Lab, and Executive Environmental for emergency repair of Russell Hall panels and guardrails at SAC as presented.
- *4.9 Approval of Agreement with RBF Consulting for Storm Water Pollution Prevention Plan (SWPPP) Consulting Services for Dunlap Hall Renovation Project at Santa Ana College Action
The administration recommends approval of the contract with RBF Consulting Group for SWPPP Consulting Services for the Dunlap Hall renovation project at SAC as presented.

- *4.10 Approval of Agreement with Westberg+White, Inc. for Architectural Services for Package 3 – Phase 1 and Phase 2 and Off-Site Work adjacent to Parking Lots 6 and 7 at Santa Ana College Action
The administration recommends approval of the contract with Westberg+White, Inc. for Package 3 – Phase 1 and Phase 2 and off-site miscellaneous work adjacent to parking lots 6 and 7 at SAC as presented.
- *4.11 Award of Bid #1227 for Roof Repairs for Buildings C, H, N, P and R at Santa Ana College Action
The administration recommends approval of awarding Bid #1227 to Midwest Roofing as presented.

5.0 GENERAL

- *5.1 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:
- AB 86 Adult Education Consortium Planning Grant (SAC/SCC) \$326,047
- *5.2 Approval of Sub-Agreement between RSCCD and City College of San Francisco for Information Communications Technology/Digital Media Sector Navigator Grant Action
The administration recommends approval of the sub-agreement authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services, or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Sub-Agreements between RSCCD and South Orange County Community College District and Orange County Superintendent of Schools for Youth Entrepreneurship Program Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services, or his designee to sign and enter into related contractual agreements on behalf of the district.
- 5.4 Approval of Privileges for Student Trustee Action
The administration recommends approval of the following privileges for the student trustee:
 - The privilege to make and second motions;
 - The privilege to attend closed sessions on matters relating to student discipline;
 - The privilege to receive the same compensation as the other members of the board;
 - The privilege to serve on board committees.

* Item is included on the Consent Calendar, Item 1.7.

- 5.5 Adoption of Resolution No. 14-18 and Order of Biennial Trustee Election 2014 and Specifications of Election Order Action
The administration recommends adoption of Resolution No. 14-18 and Order of Biennial Trustee Election and Specifications of the Election Order.
- 5.6 Approval of Board Legislative Committee Recommendation Action
It is recommended that the board approve the recommendation of the Legislative Committee regarding SB 850 (Block) – Public Postsecondary Education: Community College Districts: Baccalaureate Degree Pilot Program
- 5.7 Reports from Board Committees Information
- Board Facilities Committee
 - Orange County Community Colleges Legislative Task Force
- 5.8 Board Member Comments Information

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. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

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.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Change of Titles
- Approval of Rehiring of Temporary Employees
- Approval of 2013-2014 Contract Extension Days
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Stipends
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of New Classifications
- Approval of New Appointments
- Approval of Out-of-Class Assignments
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant List

6.3 Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to Continuing Education Faculty Association

Action

It is recommended that the board adopt the district's initial bargaining proposal to the Continuing Education Faculty Association.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on Tuesday, May 27, 2014.

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

Board of Trustees (Regular meeting)

Monday, April 28, 2014

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Mr. Jose Solorio. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Jorge Sandoval. Ms. Nelida Mendoza Yanez was not in attendance due to personal business out of the country.

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. Hanna, Member, Rancho Santiago Community College District (RSCCD) Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Mr. Solorio, and Mr. Yarbrough. Student Trustee Sandoval's advisory vote was aye.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the minutes of the meeting held April 14, 2014. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Mr. Solorio, and Mr. Yarbrough. Student Trustee Sandoval's advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Mr. Solorio, and Mr. Yarbrough. Student Trustee Sandoval's advisory vote was aye.

- 3.1 Ratification of New OTA Agreement – MYTherapyCompany
The board ratified the agreement with MyTherapyCompany in Oceanside, California.
- 3.2 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Fall 2013
The board confirmed the list of recipients of the associate degrees and certificates for fall 2013 as presented.
- 3.3 Confirmation of Santiago Canyon College Associate Degrees and Certificates Awarded in Fall 2013
The board confirmed the list of recipients of the associate degrees and certificates for fall 2013 as presented.
- 4.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 4.2 Approval of Budget Increases/Decreases and Budget Transfers
The board approved budget increases, decreases and transfers during the month of March 2014.
- 4.3 Approval of State Categorical Program Flexibility Transfer
The board approved the State Categorical Flexibility Transfer request per Education Code 84043 as presented.
- 4.4 Adoption of Resolution No. 14-16 for Emergency Repair of Continuing Education Center (CEC) Domestic Water Line
The board adopted Resolution No. 14-16 for emergency repair of the domestic water line leak at CEC as presented.
- 4.5 Approval of Change Order #9 for Bid #1180 for Contract with Woodcliff Corporation for Perimeter Site Improvements for Santa Ana College (SAC)
The board approved change order #9 for Bid #1180 for Woodcliff Corporation for perimeter site improvements at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

- 4.6 Approval of Notice of Completion for Bid #1180 for Contract with Woodcliff Corporation for Perimeter Site Improvements at Santa Ana College
The board approved the Notice of Completion with Woodcliff Corporation for perimeter site improvements at SAC as presented.
- 4.7 Ratification of Award for Informal Bid #1226 Building Demolition and Site Development at Santa Ana College
The board ratified the award of Bid #1226 to NCM Demolition and Remediation, LP as presented.
- 4.8 Approval of Change Order #1 for Boiler Replacement Project at Santa Ana College and Santiago Canyon College (SCC)
The board approved change order #1 for ACCO Engineered Systems for the boiler replacement project at SAC and SCC as presented.
- 4.9 Approval of Notice of Completion for Boiler Replacement Project with ACCO Engineered Systems, Inc. at Santa Ana College
The board approved the Notice of Completion with ACCO Engineered Systems, Inc. for the boiler replacement project at SAC as presented.
- 4.10 Approval of Notice of Completion for Boiler Replacement Project with ACCO Engineered Systems, Inc. at Santiago Canyon College
The board approved the Notice of Completion with ACCO Engineered Systems, Inc. for the boiler replacement project at SCC as presented.
- 4.11 Approval of Agreement with Blackboard Connect Inc. – Emergency Mass Communication Software and Services
The board approved the agreement with Blackboard Connect Inc. for a single sign on emergency mass communication services with Rancho Santiago Community College District as presented.
- 4.12 Approval of Disposal of Surplus Vehicles
The board declared the list of equipment as surplus property and approved the utilization of Ken Porter Auctions to conduct an auction as presented.
- 4.13 Approval of Purchase Orders
The board approved the purchase order listing for the period March 9, 2014, through April 12, 2014.
- 5.1 Approval of Capacity Building Grant – Project Implementation Plan
The board approved the Project Implementation Plan report for RSCCD's Child Development Services' Capacity Building Grant for 2014.

1.7 Public Hearing – Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

1.8 Presentation on RSCCD Bookstore Textbook Prices and Course Material Options

Mr. Thomas Bonetati, Manager, Santa Ana College Bookstore, and Mr. Bill Jeffery, Manager, Santiago Canyon College Bookstore, gave a presentation to the board on bookstore textbook prices and course material options. Board members received clarification on the information presented.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

Dr. Rodriguez reported the following will be discussed in closed session:
Conference with Real Estate Negotiator (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Erlinda Martinez, President, Santa Ana College
Mr. Juan Vázquez, President, Santiago Canyon College

Mr. Vázquez reported that Ms. Alana Voechting (SCC student) won the election held at Santa Ana College and Santiago Canyon College to become the 2014-2015 Student Trustee.

Mr. Vázquez reported that the second draft of the self-evaluation report will be available on May 2. Dr. Martinez reported that the accreditation team will be visiting the campus on October 6-9, 2014 and the first draft of the self-evaluation report will be available on May 2.

2.3 Report from Student Trustee

Mr. Jorge Sandoval, Interim Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

Mr. Hector Soberano, Director of Green Operations, Santiago Canyon College, provided a report to the board.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College
Mr. John Zarske, Academic Senate President, Santa Ana College

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Item 5.1 was approved as part of Item 1.6 (Consent Calendar).

5.2 Rancho Santiago Community College District Functions/Mapping of Responsibilities Document

The RSCCD Functions/Mapping of Responsibilities document was presented as information.

5.3 Board Member Comments

Mr. Hanna asked the chancellor to provide background information to board members regarding the \$40,000 fee the City of Orange is charging Santiago Canyon College to maintain the perimeter landscaping.

Ms. Barrios reported she testified before the Senate Committee on Economic Development at the Capitol Building in Sacramento on behalf of the Small Business Development Center. Both items she spoke on were passed by the committee and it is hopeful they will move forward.

Board members thanked the bookstore staff for the coffee mugs and pens.

Mr. Yarbrough plans to contact the chancellor with questions he has regarding the district's assets.

5.3 Board Member Comments – (cont.)

Ms. Alvarez extended congratulations to staff on completing the construction of the Humanities building at Santiago Canyon College.

Ms. Alvarez thanked Mr. Sandoval for his service as student trustee for the month of April and congratulated Mr. Soberano as the 2014-2015 Student President at Santiago Canyon College.

Ms. Alvarez recognized SAC's dire need for additional parking spaces at this time, and as such, the land will be developed into a parking lot as recommended by staff. However, Trustee Alvarez expressed a desire that IF it is to be a parking lot for now, that it is nicely developed aesthetically given recent improvements to Bristol Street and its proximity to the Washington Square neighborhood.

Mr. Solorio asked staff to post signs at the construction sites for Measure E and Measure Q projects as a way of thanking the community for their support of improvements to the colleges.

Mr. Solorio thanked the student leaders for the leadership they provided during the academic year.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:13 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: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
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: California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

6. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 4540 E. Riverdale Avenue, Anaheim, California
Negotiating Parties: Orange Unified School District
Under Negotiation: Sale of Property

Mr. Yarbrough left the meeting during the latter part of closed session.

RECONVENE

The board reconvened at 8:14 p.m.

Closed Session Report

Ms. Alvarez reported the board discussed public employment, anticipated litigation, contract negotiations, chancellor's evaluation, public employee discipline, and real property negotiations. Ms. Alvarez reported that the board took action at the March 10, 2014, board meeting not to extend the employment of a probationary faculty member with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio. Ms. Barrios and Mr. Yarbrough were absent from the March 10, 2014, board meeting; therefore, did not vote on this action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 **Management/Academic Personnel**

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Mr. Solorio. Student Trustee Sandoval's advisory vote was aye.

- Approve New Job Descriptions
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

6.2 Classified Personnel

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Mr. Solorio. Student Trustee Sandoval’s advisory vote was aye.

- Approve New Appointments
- Approve Longevity Increments
- Approve Changes in Positions
- Approve Professional Growth Increments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association

It was moved by Mr. Labrado and seconded by Ms. Barrios to receive and file the district’s initial bargaining proposal to CEFA and schedule a public hearing for May 12, 2014. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Mr. Solorio. Student Trustee Sandoval’s advisory vote was aye.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on May 12, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 8:15 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.

Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 12, 2014

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Counseling Division

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of Agreement between California State University Fullerton's (CSUF) Auxiliary Services and RSCCD for Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project	
Action:	Request for Approval	

BACKGROUND

The Counseling Division's Center for Teacher Education has been awarded a U.S. Department of Education HSI STEM ENGAGE in STEM Collaborative grant totaling \$5.97 million for the period of 10/1/11 – 9/30/16. As part of the accepted grant proposal, the project requires external research agencies to evaluate the project outcomes. CSUF's Center for Educational Access and Research (CREAL) will serve as an evaluation agency and provide Santa Ana College, Fullerton College and CSUF with gap analysis research, evaluation and recommendations for each institution's STEM efforts for the ENGAGE in STEM grant project.

ANALYSIS

The research activities of the lead evaluation agency, as specified in the agreement and the grant proposal, will be completely funded by the grant, in the amount of no more than \$25,000 per year for a total of \$45,000 over the effective period of the grant.

RECOMMENDATION

It is recommended that the board of trustees approve the Agreement between the CSUF's Auxiliary Services and RSCCD on behalf of Santa Ana College to allow CSUF's CREAL Office to conduct their evaluation of the ENGAGE in STEM grant project.

Fiscal Impact: None	Board Date: May 12, 2014
Prepared by: Micki Bryant, Ph.D., Dean of Counseling Sara Lundquist, Ph.D., Vice President of Student Services	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA STATE UNIVERSITY FULLERTON'S
AUXILIARY SERVICES CORPORATION

This fixed price agreement ("Agreement") is entered into this 12th day of May, 2014 by and between California State University Fullerton's AUXILIARY SERVICES CORPORATION ("University") and Rancho Santiago Community College District ("Sponsor").

WHEREAS, *Sponsor* has received a grant entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students, and

WHEREAS, *University* has agreed to participate in the purpose of this grant, and

WHEREAS, *Sponsor* has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the *Sponsor* and *University* will collectively be referred to as the Parties and agree as follows:

1. SCOPE OF WORK

The work to be performed by *University* under this Agreement shall be in accordance with the proposal, attached hereto as Exhibit A, ("Program"). Matters concerning the technical performance of this Agreement should be directed to Dr. Dawn Person, University's Program Director.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement will be two years and five months effective from May 12, 2014 through September 30, 2016, unless extended by mutual written agreement, and contingent on annual renewal of grant funding.

3. TOTAL ESTIMATED COST

The total cost to the *Sponsor* for performance of this Agreement will not exceed \$25,000 per year for a maximum of \$45,000 over the effective period of the grant, contingent on annual renewal of grant funding. If at any time *University* has reason to believe that the cost of the program will be greater than estimated, *University* shall notify *Sponsor* in writing to that effect, giving a revised budget of the cost to compete the Program. *Sponsor* will not be obligated to reimburse *University* for the costs incurred in excess of the amount referenced above unless and until *Sponsor* has notified *University* in writing that additional funds will be provided.

4. PAYMENT AND BILLING

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

1. For research and evaluation costs;
2. In triplicate (an original and two copies);

3. Referencing the agreement number; and,
4. Based on the following payment schedule;

Deliverable and Payment Schedule			
Deliverables	Period of Performance	Due Date	Amount
Data Analysis/Evaluation Report	5/12/14 – 6/30/14	6/30/14	\$15,000
Data Analysis/Evaluation Report	7/1/14 – 12/31/14	12/31/14	\$10,000
Data Analysis/Evaluation Report	1/1/15 – 12/31/15	12/31/15	\$10,000
Data Analysis/Evaluation Report	1/1/16 – 9/30/16	9/30/16	\$10,000
TOTAL Agreement Amount			\$45,000

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

6. Send Payment to: CSU Fullerton
 Auxiliary Services Corporation
 c/o: Denise Bell
 2600 Nutwood Ave., Ste 250
 Fullerton, CA 92831

7. Checks Payable to: CSU FULLERTON AUXILIARY SERVICES CORPORATION

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

6. **INDEMNIFICATION**
 (a) *University* shall indemnify and hold harmless *Sponsor*, its officers, employees and representatives from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the *University*, its subcontractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the *Sponsor*.

(b) *Sponsor* shall indemnify and hold harmless *University*, California State University Fullerton, the Trustees of the California State University, the State of California, their officers, employees, representatives and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the *Sponsor*, its subcontractor(s), anyone directly employed by any of them or anyone for

whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the *University*.

University shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. A certificate of insurance must be provided that includes prior notice of cancellation, modification, or reduction in said insurance. *University* shall deliver certificate(s) of insurance under *University's* comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, *Sponsor* shall be provided a copy of said policy. *University* shall provide worker's compensation coverage for each of its employees. *University* shall keep and maintain their premises in a safe and clean manner. *University* and *Sponsor* shall each be responsible for providing applicable coverage for their own students.

7. NOTICE

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

University: CSU Fullerton
Auxiliary Services Corporation
ATTN: Denise Bell, Director
Office of Sponsored Programs
2600 E. Nutwood Ave., Ste 250
Fullerton, CA 92831

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

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

8. TERMINATION

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

9. APPLICABLE LAW

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

10. ENTIRE AGREEMENT

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

CSU FULLERTON
AUXILIARY SERVICES CORPORATION

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Title _____
(Signature)

Title _____
(Signature)

By Frank A. Mumford

By Mr. Peter J. Hardash

Title Executive Director

Title Vice Chancellor, Business Operations
and Fiscal Services

Date _____

Date _____



Center for Research on
Educational Access and Leadership

SCOPE OF WORK

Center for Research on Educational Access and Leadership
2600 Nutwood Avenue CP-620
Fullerton CA 92831
(657) 278-8510 (657) 278-3110

DATE: FEBRUARY 28, 2014

TO Santa Ana College
ATTN: Steve Bautista
1530 West 17th St.
Santa Ana, CA 92706
(714)564-6873
bautista_steve@sac.edu

DIRECTOR	FACULTY MEMBER	PROJECT	DUE DATE
Dr. Dawn Person		ENGAGE in STEM	Upon receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL												
1	<p>The Center for Research on Educational Access and Leadership, under the direction of Dr. Dawn Person, will conduct a gap analysis at Santa Ana College, Fullerton College, and California State University, Fullerton for Project ENGAGE.</p> <p>Services rendered include the following:</p> <ul style="list-style-type: none"> • Selection of evaluation team • Focus groups • Surveys • Data Analysis • Annual Evaluation Report <p>Evaluation costs for grant years 3, 4, & 5)</p> <table border="0"> <tr> <td>Year 3 (2014)</td> <td>\$25,000</td> <td></td> <td>\$25,000</td> </tr> <tr> <td>Year 4 (2015)</td> <td>\$10,000</td> <td></td> <td>\$10,000</td> </tr> <tr> <td>Year 5 (2016)</td> <td>\$10,000</td> <td></td> <td>\$10,000</td> </tr> </table>	Year 3 (2014)	\$25,000		\$25,000	Year 4 (2015)	\$10,000		\$10,000	Year 5 (2016)	\$10,000		\$10,000		
Year 3 (2014)	\$25,000		\$25,000												
Year 4 (2015)	\$10,000		\$10,000												
Year 5 (2016)	\$10,000		\$10,000												
		SUBTOTAL	\$45,000												
		SALES TAX	----												
		TOTAL	\$45,000												

For informational purposes only

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: May 12, 2014
Re: Approval of SLPA Agreement Renewal – San Jacinto Unified School District	
Action: Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-language pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with San Jacinto Unified School District, California.

Fiscal Impact:	None	Board Date: May 12, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, a public educational agency, hereinafter called the "District" and, SAN JACINTO UNIFIED SCHOOL DISTRICT, hereinafter called the "Agency".

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called "Students", enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to the benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. For Student Workers' Compensation

The District shall carry Workers' Compensation Insurance on Students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workers' Compensation Insurance Fund.

3. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of Students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.

11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.

9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and Students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained,

arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

C. **Insurance:**

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. **Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.**
- B. **The Agency's Human Resources Department shall request subsequent arrest service from the Department of Justice and the Federal Bureau of Investigation (FBI) as proved under Penal Code 11105.2. STUDENT will be responsible for fingerprint cost.**
- C. **The Agency may, at any time, discontinue the practice teaching and field experience assignment of a STUDENT upon notification from Department of Justice. Such dismissal shall not be arbitrary or unreasonable. STUDENTS shall be instructed by District to promptly and without protest leave an area whenever they are requested to do so by an authorized Agency representative.**
- D. **In an effort to provide diligent care to the health and physical development of Agency's students and In consideration of California Education Code Section 49406 section (a), Student shall provide proof to the Agency that the Student has submitted to an examination within the past 365 days to determine that he or she is free of active tuberculosis.**
- E. **Students will not be allowed to be on campus and/or to provide services until all clearances are approved and an Identification Badge is issued by Personnel Services.**

- F. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to pupils and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- G. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- H. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

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

*San Jacinto Unified School District
2045 S San Jacinto Avenue
San Jacinto, CA 92583*

_____ District

_____ Agency/Facility/Location

_____ Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

_____ Name and Title

Date: _____

Date: _____

Rancho Santiago Comm Coll District

Board Meeting of 05/12/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 04/16/14 Thru 04/29/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59278	General Fund Unrestricted	1,833.71	0.00	1,833.71	92*0386277	92*0386283
59279	General Fund Unrestricted	172,856.76	0.00	172,856.76	92*0386284	92*0386285
59280	General Fund Unrestricted	3,916.72	0.00	3,916.72	92*0386286	92*0386291
59281	General Fund Unrestricted	6,713.85	0.00	6,713.85	92*0386293	92*0386297
59282	General Fund Unrestricted	324.38	0.00	324.38	92*0386303	92*0386303
59283	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0386304	92*0386304
59284	General Fund Unrestricted	2,292.37	0.00	2,292.37	92*0386310	92*0386314
59285	General Fund Unrestricted	11,085.20	0.00	11,085.20	92*0386315	92*0386316
59288	General Fund Unrestricted	2,945.33	0.00	2,945.33	92*0386332	92*0386335
59293	General Fund Unrestricted	1,468.16	0.00	1,468.16	92*0386345	92*0386347
59294	General Fund Unrestricted	32,865.00	0.00	32,865.00	92*0386349	92*0386349
59298	General Fund Unrestricted	2,717.49	0.00	2,717.49	92*0386366	92*0386370
59304	General Fund Unrestricted	68,269.68	0.00	68,269.68	92*0386390	92*0386487
59305	General Fund Unrestricted	40,396.18	0.00	40,396.18	92*0386488	92*0386546
59306	General Fund Unrestricted	92,378.10	0.00	92,378.10	92*0386547	92*0386644
59307	General Fund Unrestricted	84,777.50	0.00	84,777.50	92*0386645	92*0386751
59308	General Fund Unrestricted	1,247.33	0.00	1,247.33	92*0386752	92*0386756
59309	General Fund Unrestricted	6,858.09	0.00	6,858.09	92*0386757	92*0386763
59310	General Fund Unrestricted	2,332.04	0.00	2,332.04	92*0386764	92*0386769
59311	General Fund Unrestricted	2,566.82	0.00	2,566.82	92*0386771	92*0386780
59312	General Fund Unrestricted	2,902.56	0.00	2,902.56	92*0386781	92*0386788
59315	General Fund Unrestricted	14,231.84	0.00	14,231.84	92*0386804	92*0386810
59316	General Fund Unrestricted	3,119.86	0.00	3,119.86	92*0386811	92*0386817
59322	General Fund Unrestricted	1,349.37	0.00	1,349.37	92*0386849	92*0386850
59323	General Fund Unrestricted	653.46	0.00	653.46	92*0386856	92*0386858
59324	General Fund Unrestricted	3,002.10	0.00	3,002.10	92*0386859	92*0386870
59325	General Fund Unrestricted	2,641.63	0.00	2,641.63	92*0386873	92*0386873
59331	General Fund Unrestricted	5,306.26	0.00	5,306.26	92*0386905	92*0386911
59336	General Fund Unrestricted	716.40	0.00	716.40	92*0386921	92*0386926
59337	General Fund Unrestricted	2,164.63	0.00	2,164.63	92*0386927	92*0386931
59338	General Fund Unrestricted	9,908.37	0.00	9,908.37	92*0386934	92*0386939
59339	General Fund Unrestricted	3,108.70	0.00	3,108.70	92*0386941	92*0386948
59340	General Fund Unrestricted	449.06	0.00	449.06	92*0386952	92*0386954
59343	General Fund Unrestricted	12,544.81	0.00	12,544.81	92*0386976	92*0386981
59345	General Fund Unrestricted	1,696.31	0.00	1,696.31	92*0386987	92*0386991
59346	General Fund Unrestricted	18,330.00	0.00	18,330.00	92*0386994	92*0386995
59349	General Fund Unrestricted	2,086.33	0.00	2,086.33	92*0387006	92*0387012
59351	General Fund Unrestricted	4,441.15	0.00	4,441.15	92*0387021	92*0387024
59352	General Fund Unrestricted	2,197.20	0.00	2,197.20	92*0387037	92*0387038
59353	General Fund Unrestricted	26,563.71	0.00	26,563.71	92*0387040	92*0387048
59355	General Fund Unrestricted	3,402.00	0.00	3,402.00	92*0387053	92*0387062

4.1 (1)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59357	General Fund Unrestricted	138.68	0.00	138.68	92*0387066	92*0387069
59358	General Fund Unrestricted	14,174.12	0.00	14,174.12	92*0387072	92*0387072
59359	General Fund Unrestricted	409.28	0.00	409.28	92*0387080	92*0387080
59360	General Fund Unrestricted	3,668.62	0.00	3,668.62	92*0387085	92*0387086
59365	General Fund Unrestricted	2,933.39	0.00	2,933.39	92*0387097	92*0387099
59367	General Fund Unrestricted	1,801.60	0.00	1,801.60	92*0387103	92*0387108
59368	General Fund Unrestricted	6,728.90	0.00	6,728.90	92*0387109	92*0387114
59370	General Fund Unrestricted	1,459.99	0.00	1,459.99	92*0387123	92*0387131
59371	General Fund Unrestricted	3,131.96	0.00	3,131.96	92*0387132	92*0387138
59372	General Fund Unrestricted	6,132.10	0.00	6,132.10	92*0387139	92*0387144
59374	General Fund Unrestricted	5,030.80	0.00	5,030.80	92*0387148	92*0387149
59377	General Fund Unrestricted	2,056.53	0.00	2,056.53	92*0387165	92*0387169
Total Fund 11 General Fund Unrestricted		<u>\$707,326.43</u>	<u>\$0.00</u>	<u>\$707,326.43</u>		

Checks Written for Period 04/16/14 Thru 04/29/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59278	General Fund Restricted	582.29	0.00	582.29	92*0386278	92*0386279
59282	General Fund Restricted	818.20	0.00	818.20	92*0386298	92*0386302
59283	General Fund Restricted	11,862.62	0.00	11,862.62	92*0386305	92*0386309
59285	General Fund Restricted	7,510.95	0.00	7,510.95	92*0386318	92*0386318
59286	General Fund Restricted	51,609.11	0.00	51,609.11	92*0386320	92*0386321
59287	General Fund Restricted	7,600.14	0.00	7,600.14	92*0386322	92*0386331
59293	General Fund Restricted	2,130.56	0.00	2,130.56	92*0386344	92*0386348
59294	General Fund Restricted	32,884.59	0.00	32,884.59	92*0386350	92*0386350
59296	General Fund Restricted	1,779.06	0.00	1,779.06	92*0386354	92*0386358
59299	General Fund Restricted	1,863.42	0.00	1,863.42	92*0386371	92*0386380
59309	General Fund Restricted	335.88	0.00	335.88	92*0386760	92*0386760
59313	General Fund Restricted	1,128.50	0.00	1,128.50	92*0386789	92*0386795
59314	General Fund Restricted	1,703.86	0.00	1,703.86	92*0386796	92*0386803
59317	General Fund Restricted	16,506.26	0.00	16,506.26	92*0386818	92*0386823
59318	General Fund Restricted	2,617.64	0.00	2,617.64	92*0386824	92*0386834
59319	General Fund Restricted	38,126.00	0.00	38,126.00	92*0386835	92*0386838
59322	General Fund Restricted	452.14	0.00	452.14	92*0386851	92*0386853
59323	General Fund Restricted	92.00	0.00	92.00	92*0386855	92*0386855
59325	General Fund Restricted	3,543.31	0.00	3,543.31	92*0386875	92*0386876
59327	General Fund Restricted	1,548.42	0.00	1,548.42	92*0386879	92*0386882
59328	General Fund Restricted	44,784.96	0.00	44,784.96	92*0386883	92*0386884
59329	General Fund Restricted	2,019.40	0.00	2,019.40	92*0386886	92*0386894
59330	General Fund Restricted	8,423.21	0.00	8,423.21	92*0386895	92*0386904
59331	General Fund Restricted	8,030.04	0.00	8,030.04	92*0386906	92*0386910
59337	General Fund Restricted	611.00	0.00	611.00	92*0386932	92*0386933
59338	General Fund Restricted	13,238.00	0.00	13,238.00	92*0386935	92*0386940
59340	General Fund Restricted	1,539.66	0.00	1,539.66	92*0386950	92*0386956
59341	General Fund Restricted	3,563.12	0.00	3,563.12	92*0386957	92*0386966
59342	General Fund Restricted	3,281.43	0.00	3,281.43	92*0386967	92*0386975
59343	General Fund Restricted	11,563.72	0.00	11,563.72	92*0386977	92*0386983
59344	General Fund Restricted	45,281.79	0.00	45,281.79	92*0386984	92*0386984
59345	General Fund Restricted	2,325.33	0.00	2,325.33	92*0386985	92*0386992
59346	General Fund Restricted	10,000.00	0.00	10,000.00	92*0386993	92*0386993
59350	General Fund Restricted	1,873.75	0.00	1,873.75	92*0387014	92*0387020
59351	General Fund Restricted	301.44	0.00	301.44	92*0387025	92*0387027
59352	General Fund Restricted	2,826.75	0.00	2,826.75	92*0387028	92*0387036
59353	General Fund Restricted	6,355.21	0.00	6,355.21	92*0387039	92*0387043
59357	General Fund Restricted	1,460.00	0.00	1,460.00	92*0387064	92*0387065
59359	General Fund Restricted	6,790.02	0.00	6,790.02	92*0387073	92*0387081
59360	General Fund Restricted	5,386.00	0.00	5,386.00	92*0387082	92*0387088
59362	General Fund Restricted	4,711.70	0.00	4,711.70	92*0387094	92*0387094

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59366	General Fund Restricted	520.77	0.00	520.77	92*0387100	92*0387102
59369	General Fund Restricted	1,813.05	0.00	1,813.05	92*0387115	92*0387122
59370	General Fund Restricted	761.06	0.00	761.06	92*0387125	92*0387130
59374	General Fund Restricted	5,906.71	0.00	5,906.71	92*0387151	92*0387153
59375	General Fund Restricted	14,121.10	0.00	14,121.10	92*0387154	92*0387154
59376	General Fund Restricted	3,559.43	0.00	3,559.43	92*0387157	92*0387163
59377	General Fund Restricted	608.13	0.00	608.13	92*0387164	92*0387167
Total Fund 12 General Fund Restricted		<u>\$396,351.73</u>	<u>\$0.00</u>	<u>\$396,351.73</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59281	GF Unrestricted One-Time Func	1,026.00	0.00	1,026.00	92*0386292	92*0386292
59282	GF Unrestricted One-Time Func	399.00	0.00	399.00	92*0386299	92*0386299
59285	GF Unrestricted One-Time Func	9,376.50	0.00	9,376.50	92*0386317	92*0386317
59286	GF Unrestricted One-Time Func	15,474.66	0.00	15,474.66	92*0386319	92*0386319
59294	GF Unrestricted One-Time Func	12,960.00	0.00	12,960.00	92*0386351	92*0386351
59310	GF Unrestricted One-Time Func	2,960.34	0.00	2,960.34	92*0386770	92*0386770
59321	GF Unrestricted One-Time Func	16,637.86	0.00	16,637.86	92*0386843	92*0386848
59322	GF Unrestricted One-Time Func	700.53	0.00	700.53	92*0386854	92*0386854
59325	GF Unrestricted One-Time Func	5,267.86	0.00	5,267.86	92*0386871	92*0386874
59328	GF Unrestricted One-Time Func	10,346.63	0.00	10,346.63	92*0386885	92*0386885
59340	GF Unrestricted One-Time Func	457.20	0.00	457.20	92*0386949	92*0386953
59349	GF Unrestricted One-Time Func	877.90	0.00	877.90	92*0387009	92*0387011
59350	GF Unrestricted One-Time Func	490.00	0.00	490.00	92*0387013	92*0387013
59354	GF Unrestricted One-Time Func	15,044.24	0.00	15,044.24	92*0387049	92*0387052
59357	GF Unrestricted One-Time Func	313.20	0.00	313.20	92*0387067	92*0387067
59358	GF Unrestricted One-Time Func	26,621.13	0.00	26,621.13	92*0387070	92*0387071
59363	GF Unrestricted One-Time Func	19,716.69	0.00	19,716.69	92*0387095	92*0387095
59364	GF Unrestricted One-Time Func	18,495.12	0.00	18,495.12	92*0387096	92*0387096
59373	GF Unrestricted One-Time Func	13,866.42	0.00	13,866.42	92*0387145	92*0387147
59374	GF Unrestricted One-Time Func	3,612.84	0.00	3,612.84	92*0387150	92*0387150
59375	GF Unrestricted One-Time Func	47,602.55	0.00	47,602.55	92*0387155	92*0387156
Total Fund 13 GF Unrestricted One-Time		<u>\$222,246.67</u>	<u>\$0.00</u>	<u>\$222,246.67</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59289	Child Development Fund	1,150.00	0.00	1,150.00	92*0386336	92*0386338
59295	Child Development Fund	7,692.00	0.00	7,692.00	92*0386352	92*0386353
59320	Child Development Fund	461.27	0.00	461.27	92*0386839	92*0386842
59332	Child Development Fund	2,978.65	0.00	2,978.65	92*0386912	92*0386915
59347	Child Development Fund	4,963.23	0.00	4,963.23	92*0386996	92*0387003
59361	Child Development Fund	3,565.04	0.00	3,565.04	92*0387089	92*0387093
59378	Child Development Fund	3,151.37	0.00	3,151.37	92*0387170	92*0387176
59379	Child Development Fund	11,745.00	0.00	11,745.00	92*0387177	92*0387178
Total Fund 33 Child Development Fund		<u>\$35,706.56</u>	<u>\$0.00</u>	<u>\$35,706.56</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59292	Capital Outlay Projects Fund	390.00	0.00	390.00	92*0386343	92*0386343
59301	Capital Outlay Projects Fund	21,438.58	0.00	21,438.58	92*0386384	92*0386387
59302	Capital Outlay Projects Fund	52,921.67	0.00	52,921.67	92*0386388	92*0386388
59334	Capital Outlay Projects Fund	1,791.56	0.00	1,791.56	92*0386918	92*0386919
59381	Capital Outlay Projects Fund	25,154.72	0.00	25,154.72	92*0387185	92*0387189
Total Fund 41 Capital Outlay Projects Fu		<u>\$101,696.53</u>	<u>\$0.00</u>	<u>\$101,696.53</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59290	Bond Fund, Measure E	1,957.38	0.00	1,957.38	92*0386339	92*0386341
59291	Bond Fund, Measure E	25,018.45	0.00	25,018.45	92*0386342	92*0386342
59297	Bond Fund, Measure E	21,968.60	0.00	21,968.60	92*0386359	92*0386365
59300	Bond Fund, Measure E	675,877.98	0.00	675,877.98	92*0386381	92*0386383
59326	Bond Fund, Measure E	6,045.15	0.00	6,045.15	92*0386877	92*0386878
59333	Bond Fund, Measure E	6,341.18	0.00	6,341.18	92*0386916	92*0386917
59348	Bond Fund, Measure E	6,734.60	0.00	6,734.60	92*0387004	92*0387005
59356	Bond Fund, Measure E	500.00	0.00	500.00	92*0387063	92*0387063
59380	Bond Fund, Measure E	26,835.21	0.00	26,835.21	92*0387179	92*0387184
Total Fund 42 Bond Fund, Measure E		<u>\$771,278.55</u>	<u>\$0.00</u>	<u>\$771,278.55</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59303	Workers' Compensation Fund	214.95	0.00	214.95	92*0386389	92*0386389
Total Fund 62 Workers' Compensation Fu		<u><u>\$214.95</u></u>	<u><u>\$0.00</u></u>	<u><u>\$214.95</u></u>		

59335	Student Financial Aid Fund	183.77	0.00	183.77	92*0386920	92*0386920
Total Fund 74 Student Financial Aid Fund		<u><u>\$183.77</u></u>	<u><u>\$0.00</u></u>	<u><u>\$183.77</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	707,326.43
Total Fund 12 General Fund Restricted	396,351.73
Total Fund 13 GF Unrestricted One-Time Fund	222,246.67
Total Fund 33 Child Development Fund	35,706.56
Total Fund 41 Capital Outlay Projects Fund	101,696.53
Total Fund 42 Bond Fund, Measure E	771,278.55
Total Fund 62 Workers' Compensation Fund	214.95
Total Fund 74 Student Financial Aid Fund	183.77
Grand Total:	<u><u>\$2,235,005.19</u></u>

Checks Written for Period 04/12/14 Thru 04/25/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311404319	Bookstore Fund	22,623.09	0.00	22,623.09	31*0104304	31*0104326
311404425	Bookstore Fund	47,055.46	0.00	47,055.46	31*0104327	31*0104351
Total Fund 31 Bookstore Fund		<u><u>\$69,678.55</u></u>	<u><u>\$0.00</u></u>	<u><u>\$69,678.55</u></u>		

Checks Written for Period 04/12/14 Thru 04/25/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
711404319	Associated Students Fund	1,951.97	0.00	1,951.97	71*0007104	71*0007112
711404425	Associated Students Fund	3,020.00	0.00	3,020.00	71*0007113	71*0007121
Total Fund 71 Associated Students Fund		<u>\$4,971.97</u>	<u>\$0.00</u>	<u>\$4,971.97</u>		

Checks Written for Period 04/12/14 Thru 04/25/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
721404425	Representation Fee Trust Fund	6,278.40	0.00	6,278.40	72*0000007	72*0000009
Total Fund 72 Representation Fee Trust Fun		<u>\$6,278.40</u>	<u>\$0.00</u>	<u>\$6,278.40</u>		

Checks Written for Period 04/12/14 Thru 04/25/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761404319	Community Education Fund	12,229.04	0.00	12,229.04	76*0006460	76*0006469
Total Fund 76 Community Education Fund		<u>\$12,229.04</u>	<u>\$0.00</u>	<u>\$12,229.04</u>		

Checks Written for Period 04/12/14 Thru 04/25/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791404319	Diversified Trust Fund	4,109.89	0.00	4,109.89	79*0018463	79*0018467
791404425	Diversified Trust Fund	8,432.97	0.00	8,432.97	79*0018468	79*0018486
Total Fund 79 Diversified Trust Fund		<u><u>\$12,542.86</u></u>	<u><u>\$0.00</u></u>	<u><u>\$12,542.86</u></u>		

Checks Written for Period 04/12/14 Thru 04/25/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
811404319	Diversified Agency Fund	16,835.40	0.00	16,835.40	81*0044362	81*0044394
811404425	Diversified Agency Fund	10,742.36	0.00	10,742.36	81*0044395	81*0044415
Total Fund 81 Diversified Agency Fund		<u><u>\$27,577.76</u></u>	<u><u>\$0.00</u></u>	<u><u>\$27,577.76</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	69,678.55
Total Fund 71 Associated Students Fund	4,971.97
Total Fund 72 Representation Fee Trust Fund	6,278.40
Total Fund 76 Community Education Fund	12,229.04
Total Fund 79 Diversified Trust Fund	12,542.86
Total Fund 81 Diversified Agency Fund	27,577.76
Grand Total:	<u><u>\$133,278.58</u></u>

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Adoption of Resolution No. 14-17 Regarding Expenditure Transfers to Permit Payment of Obligations	
Action:	Request for Adoption	

BACKGROUND

Each year the Orange County Department of Education requires the district to submit a board resolution which authorizes the County Superintendent of Schools to make necessary transfers between the reserve for contingencies and any expenditure classification or classifications of the district as are necessary to permit the payment of obligations. This resolution covers the fiscal year ending June 30, 2014.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 14-17 regarding expenditure transfers as presented.

Fiscal Impact:	None	Board Date: May 12, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Resolution No. 14-17, dated this 12th day of May 2014

On motion of _____, duly seconded, it is hereby resolved that, at the close of the 2013-14 fiscal year, the County Superintendent of Schools may make such transfers between the Reserve for Contingencies and any expenditure classification or classifications or balance any expenditure classification of the budget of the District for such school year as are necessary to permit the payment of obligations of the District incurred during such school year. (Education Code Section 42601)

Trustee Claudia C. Alvarez

Trustee Nelida Mendoza Yanez

Trustee Arianna P. Barrios

Trustee Jose Solorio

Trustee John R. Hanna

Trustee Phillip E. Yarbrough

Trustee Lawrence R. "Larry" Labrado

FOR SCHOOL FINANCIAL SERVICES USE

The transfers below were made to permit the payment of final obligations and recording of the current liabilities of the District for such school year per the Resolution above.

By _____

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended March 31, 2014	
Action:	Request for Approval	

BACKGROUND

Pursuant to §58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the third quarter in fiscal year 2013-14 ended March 31, 2014.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the nine months covered in this report, the District has recognized 69.1% of budgeted revenues and other financing sources and 71.8% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending March 31, 2014 as presented.

Fiscal Impact:	Not Applicable	Board Date: May 12, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2013-2014

District: (870) Rancho Santiago Community College

Quarter Ended: March 31, 2014

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	146,382,590	135,465,745	137,225,065	141,655,728
Other Financing Sources (Objects 8900)	17,279	41,176	20,007	95,239
Total Unrestricted Revenues	146,399,869	135,506,921	137,245,072	141,750,967
Expenditures:				
(Objects 1000-6000)	130,076,750	136,106,907	139,499,629	145,891,026
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,596,948	2,042,885	3,508,107	9,149,765
Total Unrestricted Expenditures	131,673,698	138,149,792	143,007,736	155,040,791
Revenues Over(Under)Expenditures	14,726,171	-2,642,871	-5,762,664	-13,289,824
Fund Balance, Beginning	31,418,493	46,173,393	43,608,426	37,633,190
Prior Year Adjustments + (-)	28,729	77,904	-212,572	0
Adjusted Fund Balance, Beginning	31,447,222	46,251,297	43,395,854	37,633,190
Fund Balance, Ending	46,173,393	43,608,426	37,633,190	24,343,366
% of GF Balance to GF Expenditures	35.1%	31.6%	26.3%	15.7%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	30,745	27,708	28,185	28,952

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2010-11	2011-12	2012-13	2013-14
General Fund Cash Balance (Excluding Borrowed Funds)	40,884,876	36,537,850	20,664,438	34,821,263

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	141,468,719	141,655,728	97,843,818	69.1%
Other Financing Sources (Objects 8900)	5,000	94,765	95,239	100.5%
Total Unrestricted Revenues	141,473,719	141,750,493	97,939,057	69.1%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,543,001	145,891,026	102,329,133	70.1%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,640,000	9,149,765	8,962,000	97.9%
Total Unrestricted Expenditures	144,183,001	155,040,791	111,291,133	71.8%
Revenues Over(Under) Expenditures	(2,709,282)	(13,290,298)	(13,352,076)	
Adjusted Fund Balance, Beginning	37,633,190	37,633,190	37,633,190	
Fund Balance, Ending	34,923,908	24,342,892	24,281,114	
% of UGF Fund Balance to UGF Expenditures	24.2%	15.7%		

V. Has the district settled any employee contracts during this quarter? YES NO
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
2013-14					797,671	1.57%
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management	Academic	Classified/Confidential
	Total Salary Cost Increase	Total Salary Cost Increase	Total Salary Cost Increase
2013-14			188,833
Year 2			
Year 3			

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES NO

Next Year?

YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: March 31, 2014

Governing Board Meeting Date: May 12, 2014

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Quarterly Investment Report as of March 31, 2014	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended March 31, 2014 is submitted in accordance with §53646(b) of Title 5 of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of March 31, 2014 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended March 31, 2014, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending March 31, 2014.

All investments for the quarter ended March 31, 2014 are in accordance with Board Policy 6320, which was updated at the September 9, 2013 Board of Trustees meeting.

RECOMMENDATION

The quarterly investment report as of March 31, 2014 is presented as information.

Fiscal Impact:	None	Board Date: May 12, 2014
Prepared by:	Adam M. O'Connor, 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
Statement of Cash
March 31, 2014

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	35,292,135	0.35%	Jan-Mar	21.33%
Bond Sinking Funds	15,743,779	0.35%	Jan-Mar	9.52%
All Other Funds	113,931,500	0.35%	Jan-Mar	68.86%
Local Agency Investment Fund (LAIF)	150,366	0.28%	Jan-Mar	0.09%
Revolving Fund, Refundable Deposits and Cash in Banks	334,965	0.00%	Jan-Mar	0.20%
	<u>165,452,745</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position

March 31, 2014

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	34,821,263				159,965	100,000			35,081,228
Child Development Fund	12	33	(133,090)								(133,090)
Bond Fund Measure E	22	42	35,292,135								35,292,135
Bond Int & Red Fund	31	21-24				15,743,779					15,743,779
Capital Outlay Projects Fund	40	41	34,656,291								34,656,291
Workers' Compensation Fund	68	62	5,657,101						50,000		5,707,101
Property and Liability Fund	70	61	1,513,513						25,000		1,538,513
Retiree Benefits Fund	71	63	38,037,142							150,366	38,187,508
Student Financial Aid	74	74	(1,702,299)	24,704	1,056,875						(620,720)
Totals			148,142,056	24,704	1,056,875	15,743,779	159,965	100,000	75,000	150,366	165,452,745



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM



INTERDEPARTMENTAL COMMUNICATION

Date: April 15, 2014

To: Supervisor Shawn Nelson, Chair
 Supervisor Patricia Bates, Vice-Chair
 Supervisor John Moorlach
 Supervisor Janet Nguyen
 Supervisor Todd Spitzer

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM *SF*

Subject: Treasurer's Investment Report for the Month Ended March 31, 2014

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended March 31, 2014. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information including charts on fund composition of the Orange County Investment Pool. We have also included two charts on the top ten pool participants for both Orange County Investment Pool and the Orange County Educational Investment Pool. This report is also publicly available on our website at ocgov.com/ocinvestments.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of March 31, 2014. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool that includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool, and various other small non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund, and the John Wayne Airport Investment Pool, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on February 13, 2013, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is for cash needs between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the County and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 58 and 54 respectively. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.40). The duration is currently at 1.74. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In March, the job market added 192,000 new jobs, and February's job numbers were revised upward by 22,000 to 197,000. The U.S. unemployment rate remained unchanged at 6.7% in March. Last year's fourth quarter U.S. gross domestic product (GDP) annualized rate was revised up from 2.4% to 2.6%, indicating higher economic growth for the quarter. Both the Empire State Manufacturing Index and the Philadelphia Fed Index rose in March to 5.61 and 9.0, respectively. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing, S&P/CaseShiller reported that the housing prices continue to show positive momentum as prices increased for the twentieth consecutive month in January, up 13.24% from a year ago. However, the index for pending home sales dropped 10.2% on a year-over-year basis in February, the fifth straight month of decline. At the Federal Open

Market Committee (FOMC) meeting on March 18-19, the Federal Reserve voted to reduce its asset purchase program to \$55 billion from \$65 billion per month. Starting April 2014, the Federal Reserve will purchase \$25 billion per month in agency mortgage-backed securities and \$30 billion per month in longer-term Treasury securities, a reduction of \$5 billion in each. The 10-year Treasury rate increased seven basis points in March to 2.72%.

The short-term 90-day T-bill ended the month at 0.03%, down from 0.05% in February, and the rate on the two-year note was 0.42% at the end of March, up from 0.32% in February.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross interest yield year-to-date for 2013/2014 is 0.33% for the Orange County Investment Pool and 0.31% for the Orange County Educational Investment Pool. The forecasted gross yield for the fiscal year 2013/2014 for the Orange County Investment Pool and Orange County Educational Investment Pools are expected to both be slightly lower than then 0.37% originally forecasted based on continued low short-term interest rates and also due to the receipt of significant unexpected state funds for the Educational Investment Pool.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The March 2014 interest apportionment is expected to be paid by April 30, 2014. The estimated annual revised investment administrative fee is 7.6 basis points, down 7% from the initial estimate of 8.2 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by California Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 13-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. There are no temporary transfers outstanding as of March 31, 2014.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$326 million in AA- rated County of Orange debt, which represents approximately 4.6% of assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of March 2014. The Auditor-Controller contracted with Macias, Gini & O'Connell (MGO) to perform one of their required audits of the Treasury. MGO issued their Report of the Schedule of Assets Held by the County Treasury as of June 30, 2013. In their Independent Auditor's Report, they opined that the Schedule of Assets Held by the County Treasury presents fairly, in all material respects, the assets held in the County Treasury as of June 30, 2013, in accordance with the basis of accounting as described in the notes to the financial schedule. Included as part of this audit, they also provide an Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters. This report did not identify any deficiencies in internal control over financial reporting that they consider to be material weaknesses, and the results of their tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Accounting Standards*.

CREDIT UPDATE

During March, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pool and non-pooled investments as of March 31, 2014 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on February 4, 2014. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures
cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	MARCH 2014	FEBRUARY 2014	INCREASE (DECREASE)	NET CHANGE %	MARCH 2013	INCREASE (DECREASE)	NET CHANGE %
Orange County Investment Pool (OCIP)							
End Of Month Market Value ¹	\$ 3,514,819,738	\$ 3,246,366,411	\$ 268,453,327	8.27%	\$ 3,421,265,373	\$ 93,554,365	2.73%
End Of Month Book Value	\$ 3,514,502,036	\$ 3,244,637,336	\$ 269,864,700	8.32%	\$ 3,418,888,633	\$ 95,613,403	2.80%
Monthly Average Balance	\$ 3,291,402,508	\$ 3,198,638,336	\$ 92,764,171	2.90%	\$ 3,262,737,972	\$ 28,664,536	0.88%
Year-To-Date Average Balance	\$ 3,218,954,907	\$ 3,209,898,957	\$ 9,055,950	0.28%	\$ 3,182,499,211	\$ 36,455,696	1.15%
Monthly Accrued Earnings ⁸	\$ 1,004,470	\$ 909,705	\$ 94,765	10.42%	\$ 934,859	\$ 69,611	7.45%
Monthly Net Yield ⁶	0.29%	0.30%	-0.01%	-3.76%	0.26%	0.03%	12.43%
Year-To-Date Net Yield ³	0.25%	0.25%	0.00%	0.64%	0.35%	-0.10%	-28.57%
Annual Estimated Gross Yield	0.37%	0.37%	0.00%	0.00%	0.38%	-0.01%	-2.63%
Weighted Average Maturity (WAM) ⁴	391	397	(6)	-1.51%	306	85	27.78%
Orange County Educational Investment Pool (OCEIP)							
End Of Month Market Value ^{1,5}	\$ 3,376,431,041	\$ 3,490,521,026	\$ (114,089,985)	-3.27%	\$ 2,745,675,327	\$ 630,755,714	22.97%
End Of Month Book Value ⁵	\$ 3,375,996,926	\$ 3,488,429,799	\$ (112,432,873)	-3.22%	\$ 2,743,780,370	\$ 632,216,556	23.04%
Monthly Average Balance ⁵	\$ 3,467,616,723	\$ 3,622,747,489	\$ (155,130,766)	-4.28%	\$ 2,886,794,329	\$ 580,822,394	20.12%
Year-To-Date Average Balance ⁵	\$ 3,381,752,681	\$ 3,371,019,675	\$ 10,733,005	0.32%	\$ 2,903,289,881	\$ 478,462,800	16.48%
Monthly Accrued Earnings ⁷	\$ 1,212,270	\$ 944,936	\$ 267,334	28.29%	\$ 822,729	\$ 389,541	47.35%
Monthly Net Yield ⁶	0.34%	0.27%	0.07%	26.23%	0.25%	0.09%	37.85%
Year-To-Date Net Yield ³	0.23%	0.22%	0.01%	6.31%	0.32%	-0.09%	-26.97%
Annual Estimated Gross Yield	0.37%	0.37%	0.00%	0.00%	0.38%	-0.01%	-2.63%
Weighted Average Maturity (WAM) ⁴	490	429	61	14.22%	308	182	59.09%

1 Market values provided by Bloomberg and Northern Trust.
2 In March 2014, the OCEIP Monthly Net Yield primarily increased due to a 25% increase in balances invested in longer term, higher yielding securities and a decrease in the Treasury administrative fee primarily due to higher than expected pool participant balances.
3 In March 2013, OCIP and OCEIP primarily held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the overall earnings and yield have dropped since March 2013.
4 In March 2014, OCIP and OCEIP WAMs were higher than March 2013, primarily due to investing in longer maturities as part of a program to reduce excess liquidity. In March 2014, OCEIP WAM primarily increased due to investing in longer maturities as part of a program to reduce excess liquidity.
5 In March 2014, OCEIP End of Month Market and Book Values, and Monthly and Year-To-Date Average Balances were higher than March 2013 due to increased General Obligation (GO) bond funds on deposit, redevelopment property tax trust fund distributions, and higher payments from the State, as the State is significantly reducing the deferred amount of required payments to school districts.
6 In March 2013, the OCIP and OCEIP Monthly Net Yield was lower due to investment in shorter term, lower yielding securities and a higher Treasury administrative fee primarily due to lower pool participant balances.
7 Monthly Accrued Earnings in OCEIP were higher than March 2013, primarily due to higher average balances offset slightly by lower year-to-date net yields.
8 Monthly Accrued Earnings in OCIP were higher than February 2014, primarily due to higher average balance from incoming secured property tax receipts.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2014

INVESTMENT STATISTICS - By Investment Pool***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 03/31/13	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$	3,514,819,738	391	0.36%		1.00
	COST (Capital) \$	3,519,513,612			0.36%	
	MONTHLY AVG Balance \$	3,291,402,508				0.35%
	QUARTERLY AVG Balance \$	3,283,635,694				
	BOOK Value \$	3,514,502,036				
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$	3,376,431,041	490	0.41%		1.00
	COST (Capital) \$	3,382,651,420			0.41%	
	MONTHLY AVG Balance \$	3,467,616,723				0.35%
	QUARTERLY AVG Balance \$	3,651,438,807				
	BOOK Value \$	3,375,996,926				

INVESTMENT STATISTICS - Non Pooled Investments **

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE	
Specific Investment Funds: 15B, 283, 505, 529	MARKET Value \$	71,906,528	
	COST (Capital) \$	72,034,441	Money Market Mutual Funds \$ 20,852,397
	MONTHLY AVG Balance \$	72,004,543	Repurchase Agreement 1,081,500
	QUARTERLY AVG Balance \$	58,814,336	John Wayne Airport Investment Pool 50,002,479
	BOOK Value \$	71,892,179	GNMA Mortgage-Backed Securities 98,065
			\$ 72,034,441

MONTH END TOTALS

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
COUNTY MONEY MARKET FUND (OCMMF)	
County Money Market Fund \$ 1,505,953,189	County Funds \$ 3,561,462,771
County Cash 41,949,157	Educational Funds 3,386,848,343
EXTENDED FUND 4,531,560,425	Specific Investment Funds 72,034,441
EDUCATIONAL MONEY MARKET FUND (OCEMMF)	
Educational Money Market Fund 864,651,420	
Educational Cash 4,196,923	
NON-POOLED INVESTMENTS	
Non Pooled Investments @ Cost 72,034,441	
\$ 7,020,345,555	\$ 7,020,345,555

KEY POOL STATISTICS

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
OCMMF - MONTHLY GROSS YIELD 0.11%	OCMMF 58
OCEMMF - MONTHLY GROSS YIELD 0.13%	OCEMMF 54
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD 0.14%	JOHN WAYNE AIRPORT WAM 56
OCIP - YTD NET YIELD**** 0.25%	LGIP WAM (Standard & Poors) 49
OCEIP - YTD NET YIELD**** 0.23%	
90-DAY T-BILL YIELD - MONTHLY AVERAGE 0.05%	

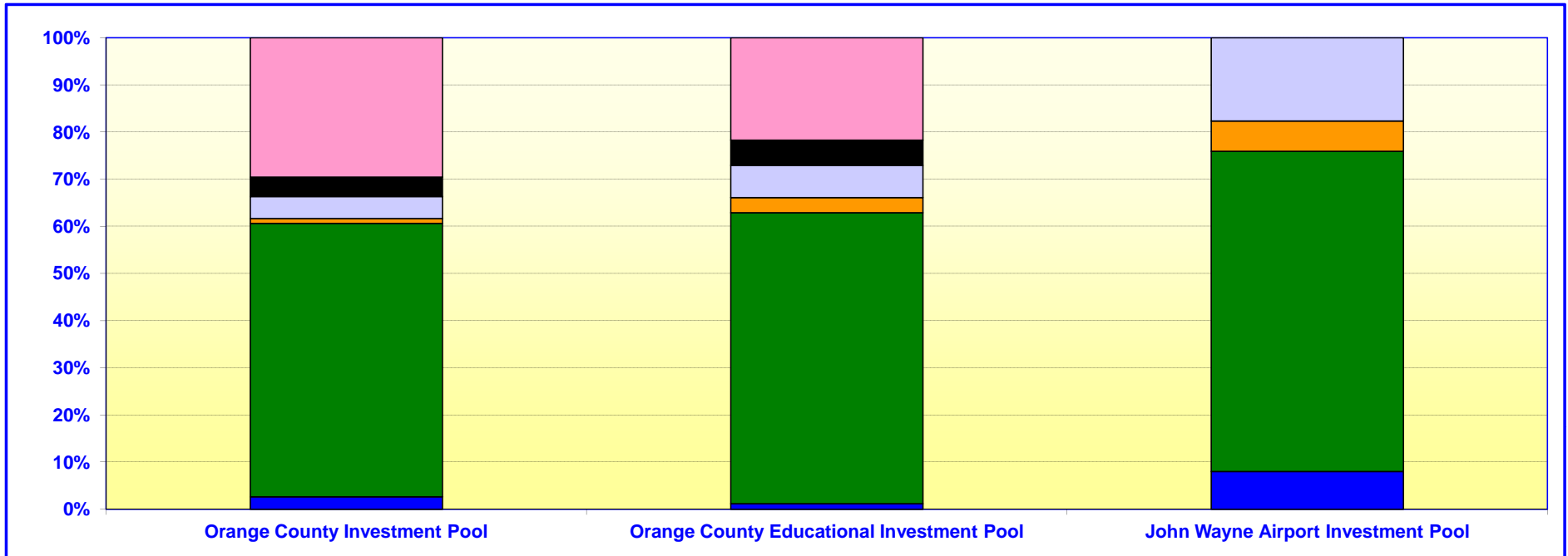
**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2014**

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 03/31/13	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 1,504,893,583	58	0.09%	0.11%	0.12%	1.00
	COST (Capital) \$ 1,505,953,186					
	MONTHLY AVG Balance \$ 1,277,351,490					
	QUARTERLY AVG Balance \$ 1,315,733,789					
	BOOK Value \$ 1,504,811,104					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 862,975,773	54	0.13%	0.13%	0.13%	1.00
	COST (Capital) \$ 864,651,420					
	MONTHLY AVG Balance \$ 994,778,013					
	QUARTERLY AVG Balance \$ 1,471,230,665					
	BOOK Value \$ 862,835,808					
<u>Extended Fund</u>	MARKET Value \$ 4,523,381,423	640	0.53%	0.52%	0.50%	1.00
	COST (Capital) \$ 4,531,560,425					
	MONTHLY AVG Balance \$ 4,486,889,728					
	QUARTERLY AVG Balance \$ 4,148,110,046					
	BOOK Value \$ 4,522,852,050					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 2,009,926,155	640	0.53%	0.51%	0.50%	1.00
	COST (Capital) \$ 2,013,560,425					
	MONTHLY AVG Balance \$ 2,014,051,018					
	QUARTERLY AVG Balance \$ 1,967,901,905					
	BOOK Value \$ 2,009,690,933					
<i>OCEIP Share</i>	MARKET Value \$ 2,513,455,268	640	0.53%	0.52%	0.50%	1.00
	COST (Capital) \$ 2,518,000,000					
	MONTHLY AVG Balance \$ 2,472,838,710					
	QUARTERLY AVG Balance \$ 2,180,208,141					
	BOOK Value \$ 2,513,161,117					
<i>Modified Duration</i>						1.74

- * Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.
- ** Specific non pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- *** The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- **** The Net Yield differs from the monthly average yield as it includes the Treasury administration fees.

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
March 31, 2014



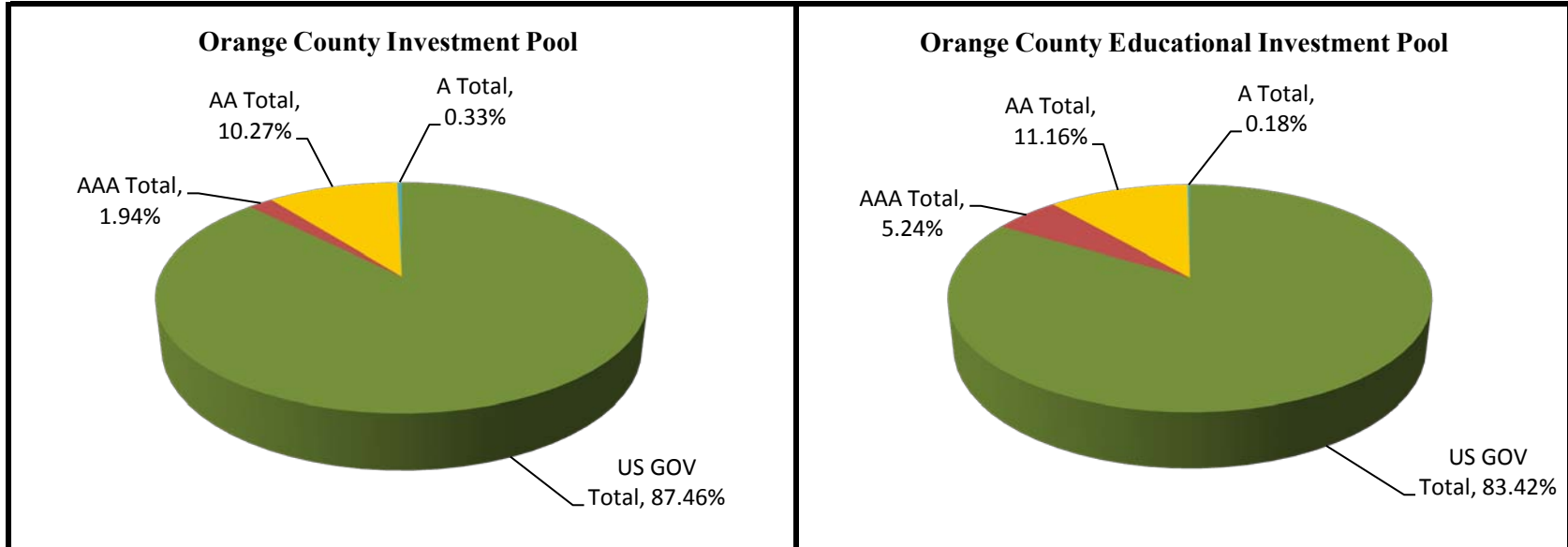
Orange County Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 94,008	2.67%
U.S. GOVERNMENT AGENCIES	2,037,080	57.96%
MONEY MARKET FUNDS	36,027	1.03%
MEDIUM - TERM NOTES	165,651	4.71%
MUNICIPAL DEBT	144,946	4.12%
U.S. TREASURIES	1,037,108	29.51%
	<u>\$ 3,514,820</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 40,006	1.18%
U.S. GOVERNMENT AGENCIES	2,083,612	61.71%
MONEY MARKET FUNDS	109,569	3.25%
MEDIUM - TERM NOTES	229,068	6.78%
MUNICIPAL DEBT	181,258	5.37%
U.S. TREASURIES	732,918	21.71%
	<u>\$ 3,376,431</u>	<u>100.00%</u>

John Wayne Airport Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 3,999	8.02%
U.S. GOVERNMENT AGENCIES	33,871	67.92%
MONEY MARKET FUNDS	3,209	6.44%
MEDIUM - TERM NOTES	8,784	17.62%
U.S. TREASURIES	-	0.00%
	<u>\$ 49,863</u>	<u>100.00%</u>

Calculated Using Market Value at 3/31/2014

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 March 31, 2014



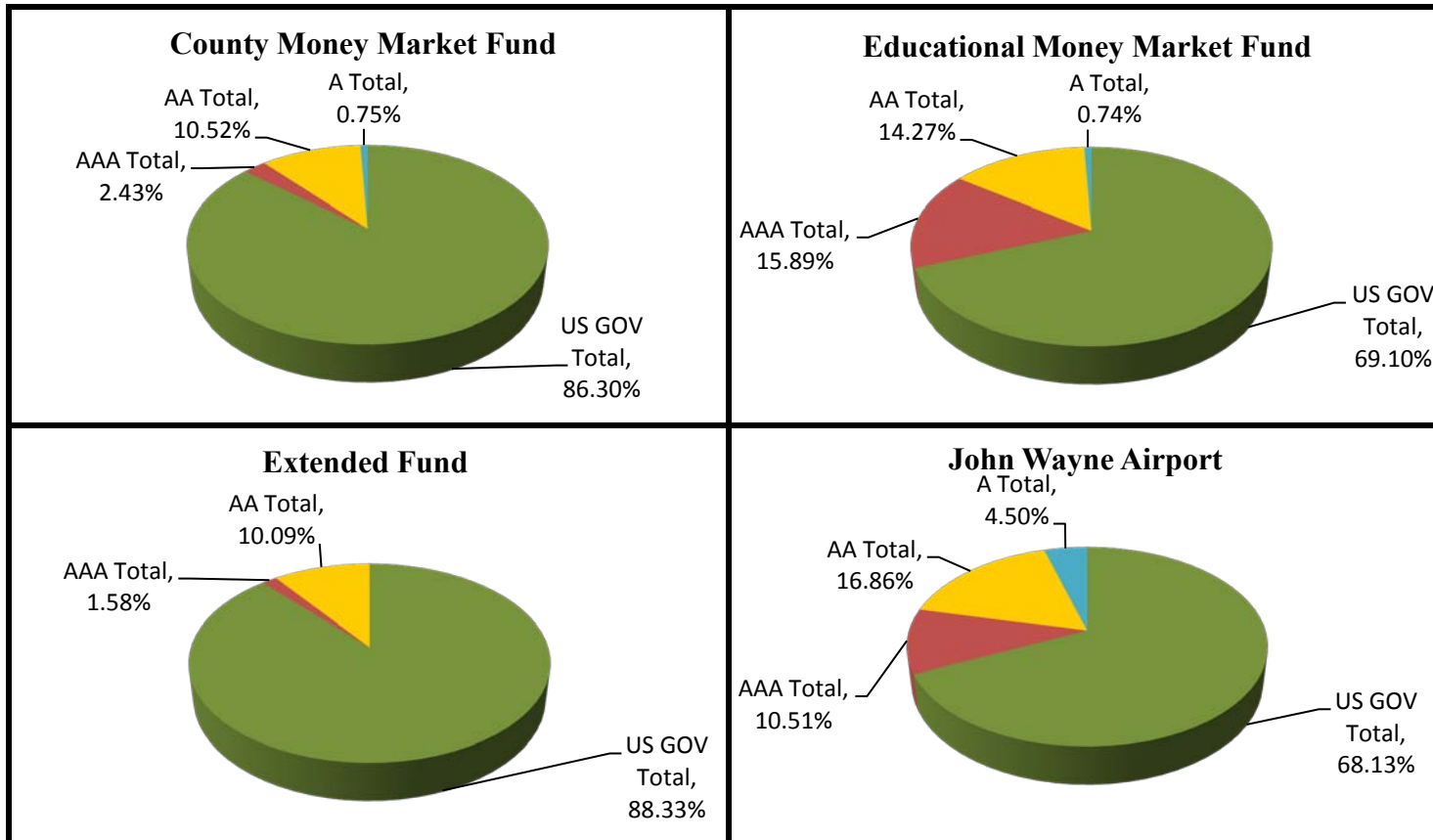
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 March 31, 2014



US GOV Includes Agency & Treasury Debt

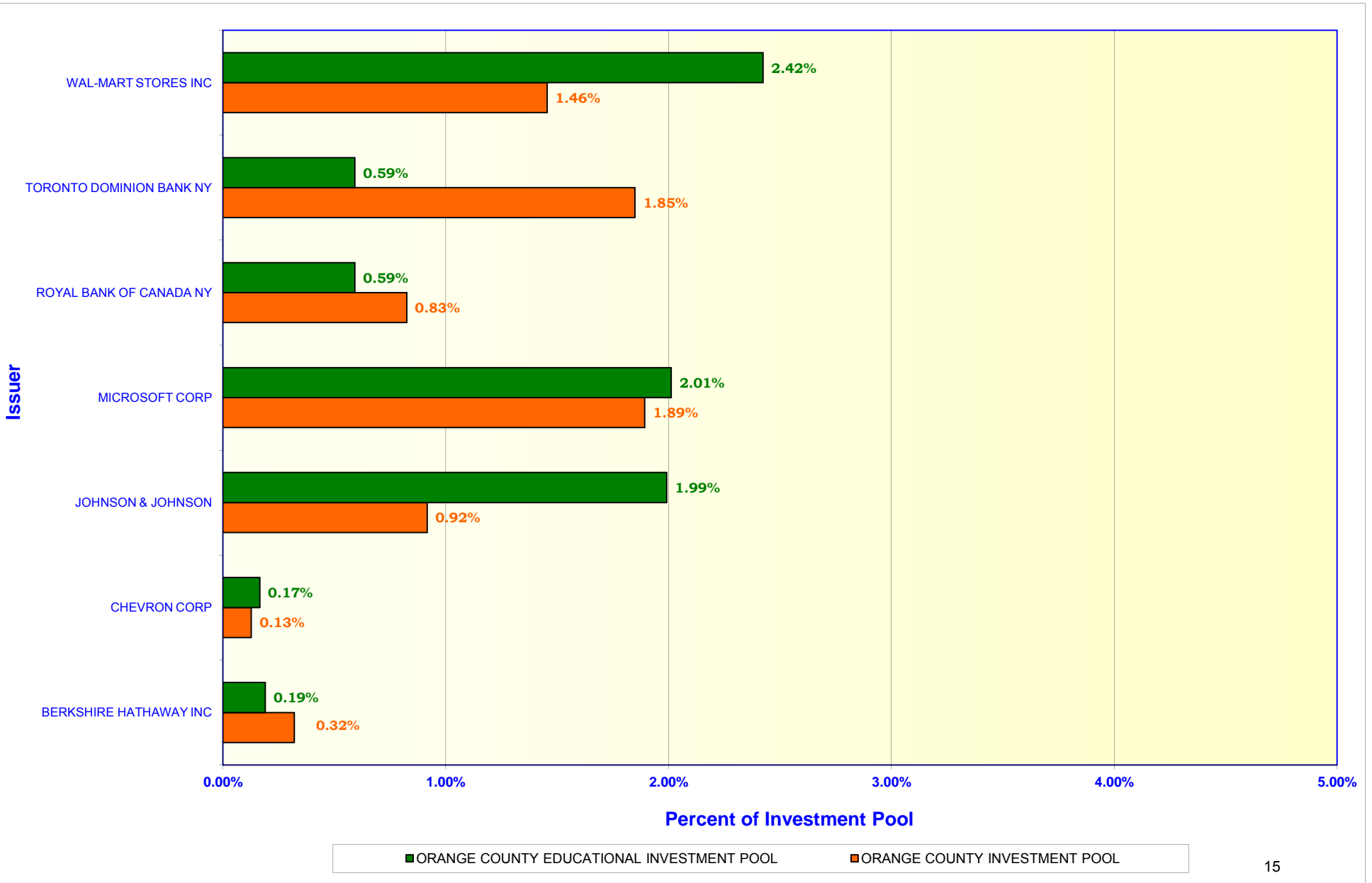
AA Includes AA+, AA- & AA

A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

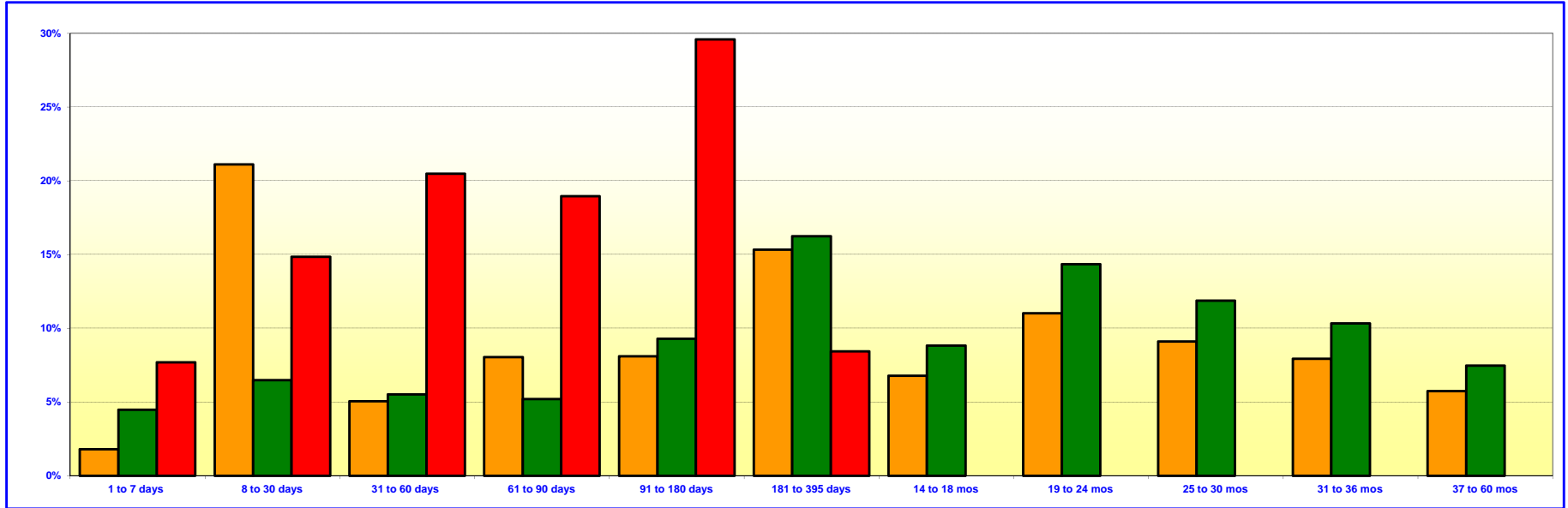
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ORANGE COUNTY TREASURER - TAX COLLECTOR
ISSUER CONCENTRATION-By Investment Pool
 March 31, 2014



4.4 (12)

ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION
 March 31, 2014



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 62,694	1.80%
8 TO 30 DAYS	740,781	21.11%
31 TO 60 DAYS	177,443	5.06%
61 TO 90 DAYS	282,013	8.04%
91 TO 180 DAYS	284,135	8.10%
181 TO 395 DAYS	537,913	15.33%
14 TO 18 MONTHS	237,920	6.78%
19 TO 24 MONTHS	386,371	11.01%
25 TO 30 MONTHS	319,713	9.11%
31 TO 36 MONTHS	278,378	7.93%
37 TO 60 MONTHS	201,085	5.73%
TOTAL	\$ 3,508,446	100.00%

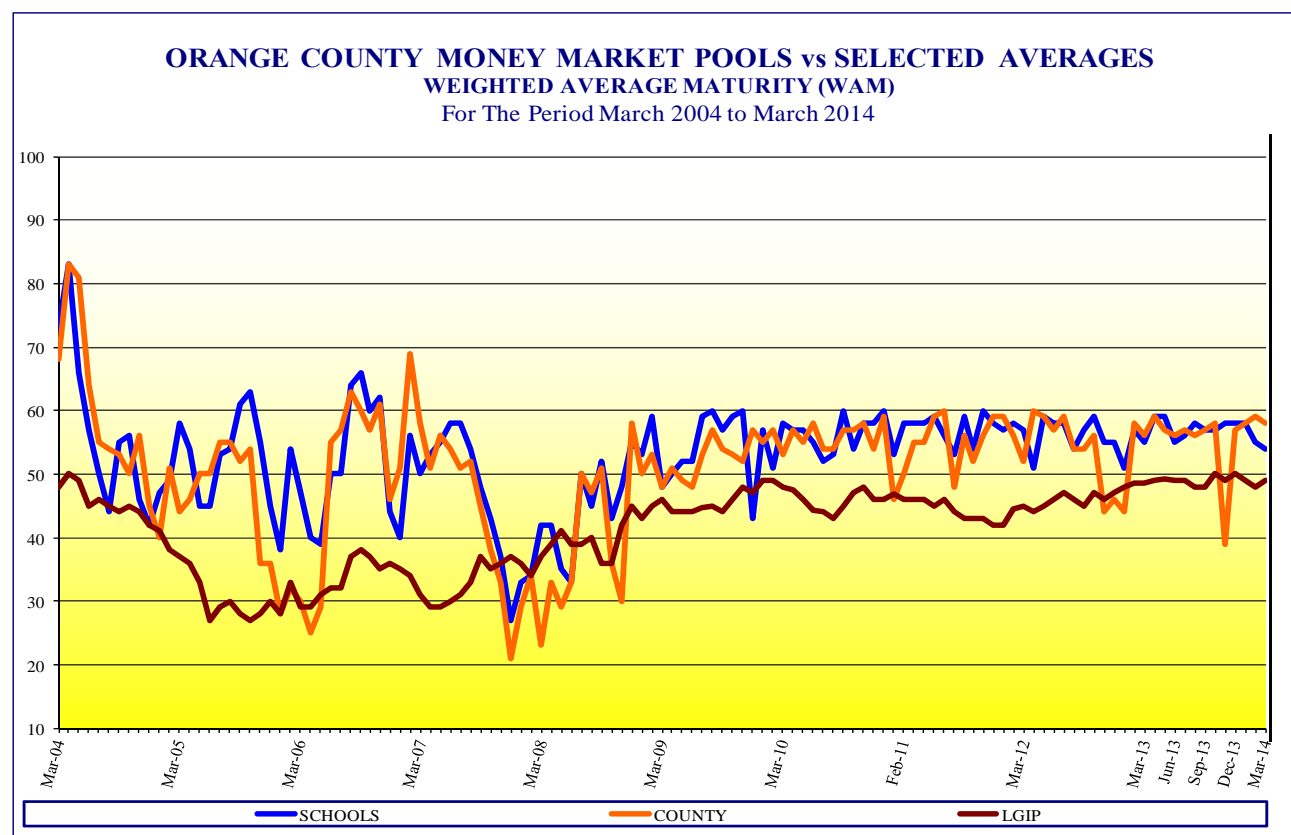
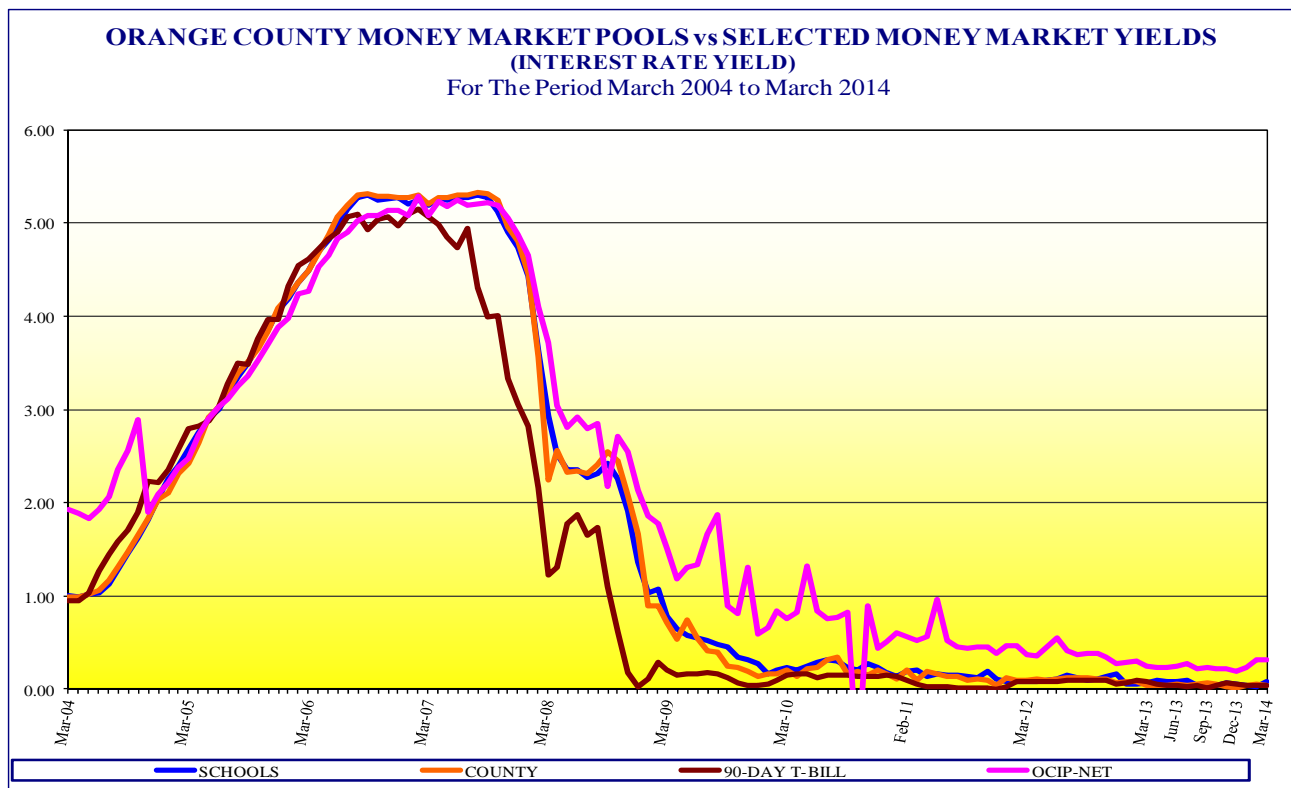
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 150,364	4.47%
8 TO 30 DAYS	217,809	6.48%
31 TO 60 DAYS	185,632	5.51%
61 TO 90 DAYS	174,912	5.19%
91 TO 180 DAYS	312,927	9.29%
181 TO 395 DAYS	546,885	16.23%
14 TO 18 MONTHS	297,523	8.83%
19 TO 24 MONTHS	483,164	14.34%
25 TO 30 MONTHS	399,809	11.87%
31 TO 36 MONTHS	348,117	10.33%
37 TO 60 MONTHS	251,462	7.46%
TOTAL	\$ 3,368,604	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 3,824	7.69%
8 TO 30 DAYS	7,385	14.84%
31 TO 60 DAYS	10,191	20.48%
61 TO 90 DAYS	9,433	18.96%
91 TO 180 DAYS	14,725	29.59%
181 TO 395 DAYS	4,200	8.44%
TOTAL	\$ 49,758	100.00%

Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 3/31/2014, Floating Rate Notes comprise 5.32%, 7.45%, and 30.68% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.



- Prime MMF: Rated Money Fund Report Average-Prime Institutional from I-Money Net
- As of March 31, 2014, LGIP – 0.05; LGIP WAM -49; 90-Day T-Bill – 0.05; OCIP – Net – 0.32

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

April 1, 2013 - March 31, 2014

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month - March 2014</i>				
County Pool - Money Market Fund	\$ 1,504,893,583	\$ 124,598	0.11%	58
Educational Pool - Money Market Fund	\$ 862,975,773	\$ 127,998	0.15%	54
Extended Fund	\$ 4,523,381,423	\$ 1,964,144	0.52%	640
<i>February 2014</i>				
County Pool - Money Market Fund	\$ 1,234,361,723	\$ 112,104	0.12%	59
Educational Pool - Money Market Fund	\$ 1,116,059,047	\$ 124,738	0.10%	55
Extended Fund	\$ 4,386,466,666	\$ 1,617,800	0.52%	605
<i>January 2014</i>				
County Pool - Money Market Fund	\$ 1,163,918,642	\$ 161,333	0.13%	58
Educational Pool - Money Market Fund	\$ 1,731,030,127	\$ 190,322	0.12%	58
Extended Fund	\$ 4,026,199,146	\$ 1,518,018	0.46%	577
<i>December 2013</i>				
County Pool - Money Market Fund	\$ 2,072,049,497	\$ 184,296	0.09%	57
Educational Pool - Money Market Fund	\$ 1,978,638,884	\$ 219,931	0.14%	58
Extended Fund	\$ 3,696,727,752	\$ 1,293,803	0.45%	621
<i>November 2013</i>				
County Pool - Money Market Fund	\$ 1,819,042,131	\$ 153,214	0.12%	39
Educational Pool - Money Market Fund	\$ 1,638,204,004	\$ 213,523	0.15%	58
Extended Fund	\$ 3,026,493,454	\$ 1,213,102	0.49%	624
<i>October 2013</i>				
County Pool - Money Market Fund	\$ 1,486,030,115	\$ 139,691	0.13%	58
Educational Pool - Money Market Fund	\$ 1,702,755,698	\$ 186,370	0.12%	57
Extended Fund	\$ 3,026,539,250	\$ 1,242,521	0.48%	633
<i>September 2013</i>				
County Pool - Money Market Fund	\$ 1,198,565,150	\$ 153,257	0.15%	57
Educational Pool - Money Market Fund	\$ 1,834,425,928	\$ 187,335	0.12%	57
Extended Fund	\$ 3,024,399,465	\$ 1,233,682	0.49%	645
<i>August 2013</i>				
County Pool - Money Market Fund	\$ 1,221,480,067	\$ 134,037	0.13%	56
Educational Pool - Money Market Fund	\$ 1,837,942,532	\$ 253,357	0.16%	58
Extended Fund	\$ 3,017,453,110	\$ 1,266,459	0.49%	643
<i>July 2013</i>				
County Pool - Money Market Fund	\$ 1,257,658,076	\$ 140,811	0.12%	57
Educational Pool - Money Market Fund	\$ 1,949,109,733	\$ 245,925	0.15%	56
Extended Fund	\$ 2,995,745,835	\$ 1,479,702	0.58%	642
<i>June 2013</i>				
County Pool - Money Market Fund	\$ 1,422,436,315	\$ 162,341	0.13%	56
Educational Pool - Money Market Fund	\$ 1,965,410,761	\$ 232,017	0.16%	55
Extended Fund	\$ 3,018,335,297	\$ 1,343,357	0.54%	655
<i>May 2013</i>				
County Pool - Money Market Fund	\$ 1,751,637,453	\$ 193,558	0.12%	57
Educational Pool - Money Market Fund	\$ 1,765,877,752	\$ 249,444	0.17%	59
Extended Fund	\$ 3,021,491,404	\$ 1,287,435	0.50%	618
<i>April 2013</i>				
County Pool - Money Market Fund	\$ 2,003,879,874	\$ 258,923	0.12%	59
Educational Pool - Money Market Fund	\$ 1,849,615,014	\$ 230,688	0.18%	59
Extended Fund	\$ 3,022,972,361	\$ 1,330,367	0.54%	578
Fiscal Year July 1, 2013 - June 30, 2014	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
Orange County Investment Pool	\$ 3,226,581,668	\$ 7,936,542	0.33%	373
Orange County Educational Investment Pool	\$ 3,365,923,534	\$ 7,945,530	0.31%	348

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING SEPTEMBER 30, 2014

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending September 30, 2014, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2014 - Ending Cash				\$ 41,949,157
April	\$ 890,934,946	\$ 1,962,399,624	\$ 1,702,225,625	1,193,058,102
May	187,149,100	396,224,712	659,583,676	1,116,848,239
June	329,957,414	291,179,465	550,609,823	1,187,375,294
July	25,752,128	334,152,789	532,056,310	1,015,223,901
August	184,984,167	378,161,176	436,016,775	1,142,352,469
September	262,607,245	341,850,830	369,898,920	1,376,911,624

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2014 - Ending Cash				\$ 4,196,923
April	\$ 321,984,875	\$ 1,307,463,965	\$ 826,269,912	807,375,852
May	180,483,181	193,004,257	518,942,711	661,920,578
June	130,992,730	350,798,697	545,247,613	598,464,392
July	77,195,367	561,871,741	412,257,477	825,274,023
August	44,845,778	187,318,899	338,312,387	719,126,313
September	34,161,355	447,058,247	465,220,584	735,125,330



JOHN CHIANG

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST	
Account Number		75-30-010

As of 04/15/2013, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2013.

Earnings Ratio		.00000773831888202
Interest Rate		0.28%
Dollar Day Total	\$	13,504,832.70
Quarter End Principal Balance	\$	150,072.62
Quarterly Interest Earned	\$	104.50

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: May 12, 2014
Re: Approval of Lease Agreement with Vara Media	
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

Vara is a free mobile app downloaded to smartphones around the globe. Consumers across a diverse range of demographic categories use Vara to simply tap the screen and view 1 video ad for a full 30 seconds. The larger the total quantity of people who view each commercial, the higher the donation amount sent from each brand to each charity, up to predetermined caps for each pairing. The brands donate \$1 dollar per viewer per charity. The cost to the consumer is zero. Thus, the public is highly motivated to utilize the app on a regular basis because it is free, always accessible, and helps worthy causes.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: April 4, 2014 to April 3, 2015. The square footage for the rentable area included in this lease agreement is 120 square feet.

RECOMMENDATION

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

Fiscal Impact:	\$2,448.00	Board Date: May 12, 2014
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	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 Vara Media ("Tenant"), is dated March 05, 2014.

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): \$ 2,448.00 per year.

b. Base Year: The calendar year of 2014.

c. Broker(s):

Landlord's: N/A

Tenant's: N/A

d. Commencement Date: March 05, 2014

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 05, 2015 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: 6411 Morningside Drive, Huntington Beach, CA 92648

j. Monthly Installments of Base Rent (initial): \$ 204.00 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 120 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 243

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 than 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.

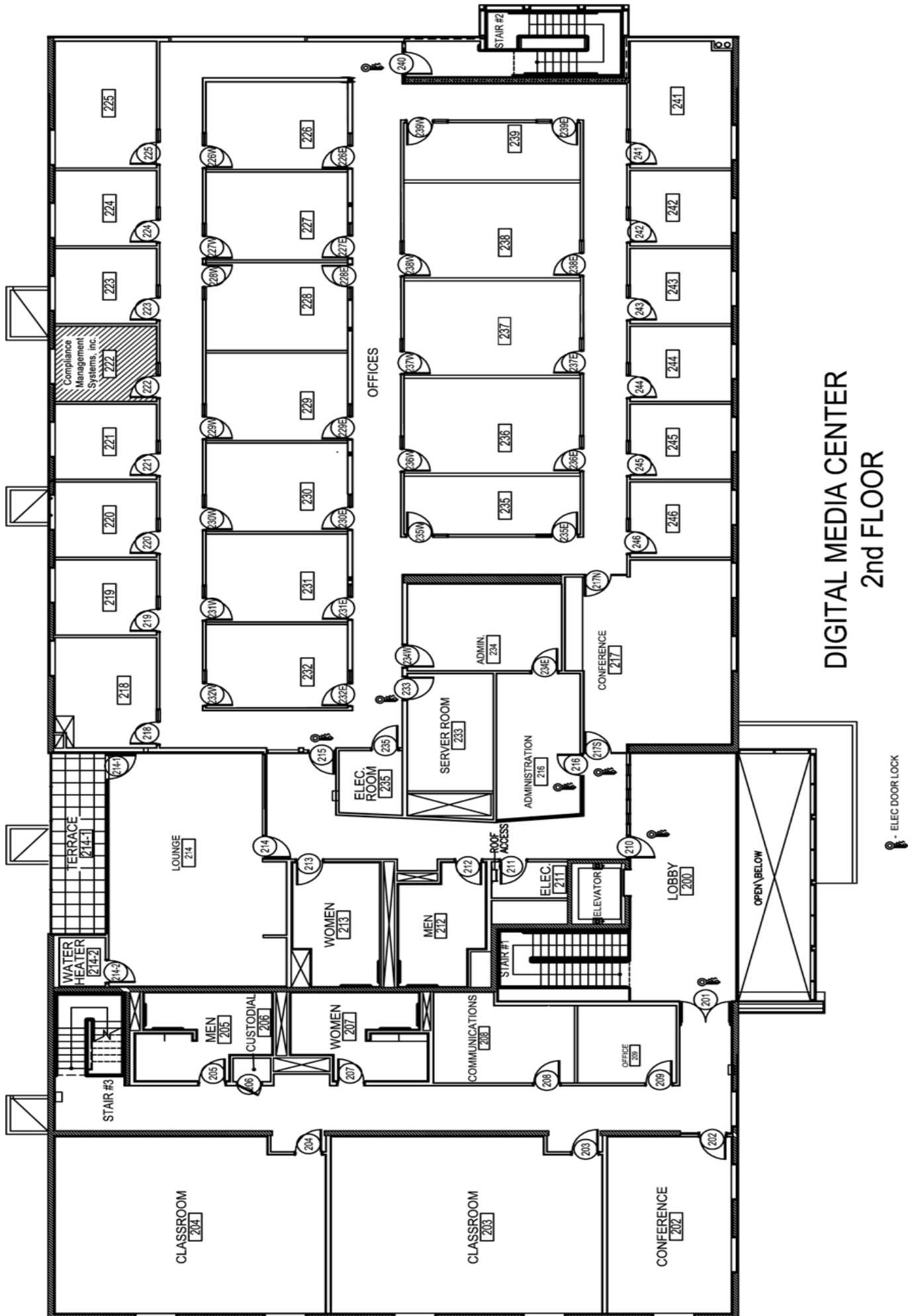
- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant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

EXHIBIT A
FLOOR PLAN



DIGITAL MEDIA CENTER
2nd FLOOR

ELEC DOOR LOCK

EXHIBIT B

SITE PLAN

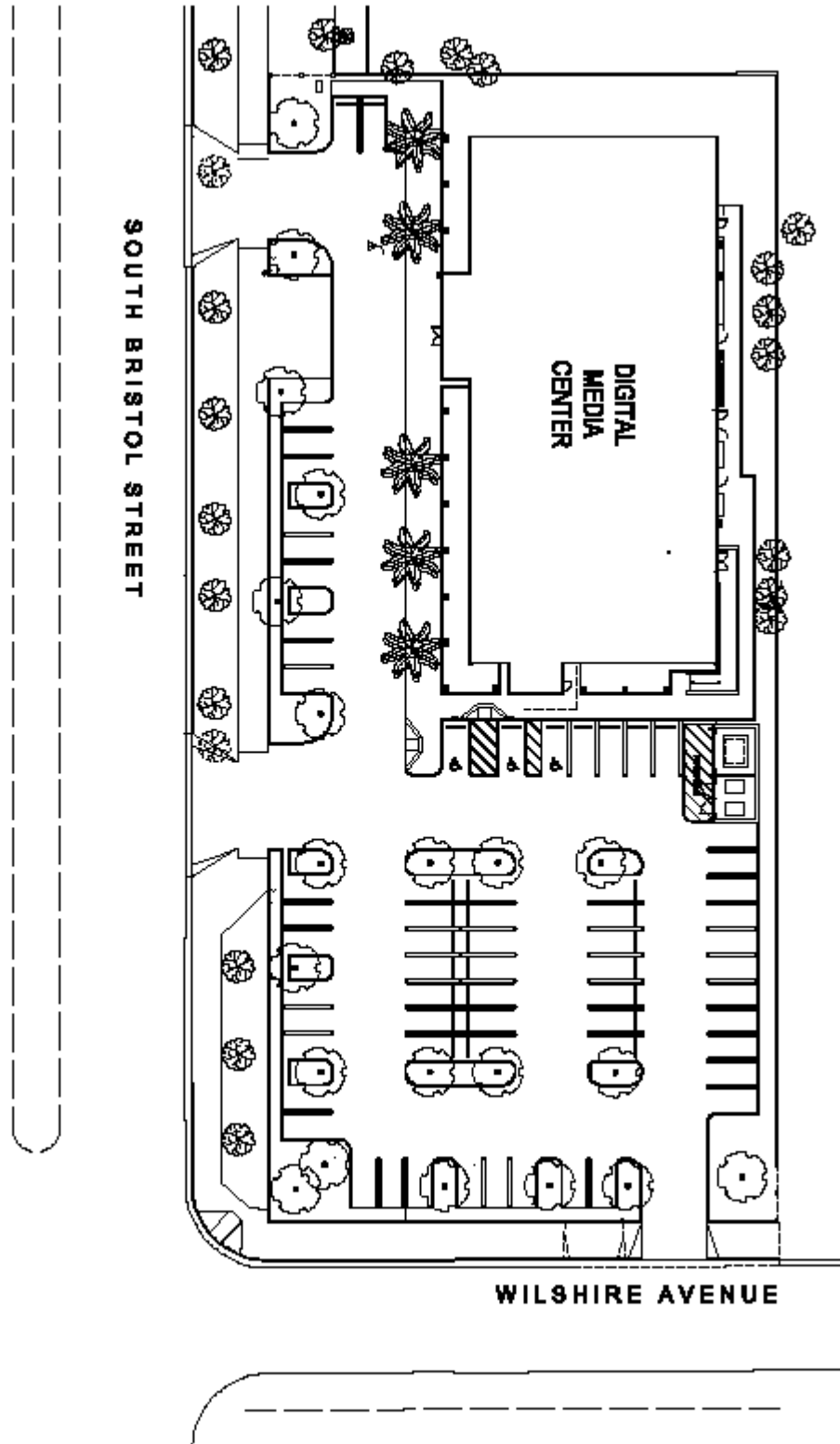


EXHIBIT C

**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 December 6, 2012, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Vara Media. ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 243 (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 Med Champ 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" Vara Media</p>
<p>By: _____ Name: <u>Peter J. Hardash</u> Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p>	<p>By: _____ Name: <u>Med Champ</u> Title: <u>CEO</u></p>

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

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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,

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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

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of Change Order #1 – De La Riva Construction, Building R Exterior Guardrail Panel Replacement Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On September 23, 2013, the Board of Trustees approved Resolution 13-33 for emergency repairs Building R (Russell Hall) Exterior Guardrail Panel Replacement Project at Santa Ana College. Subsequently a contract with De La Riva Construction commenced on January 13, 2014 to carry out the emergency repairs.

ANALYSIS

Change Order #1 decreases the contract by \$4,146.94. The revised contract amount is \$93,698.09. 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 -4.2% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This contract is funded by Capital Facilities and Redevelopment Agency Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, for De La Riva Construction, Building R Exterior Guardrail Panel Replacement Project at Santa Ana College as presented.

Fiscal Impact:	(\$4,146.94)	Board Date: May 12, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, CA 92706

Board Date: 4/25/2014
 Project No. 14-P0029947
 Site: _____
 Change Order (CO) No. : 001

Project Name: Santa Ana College Bldg. R Exterior Guardrail Panel Replacement
 Contractor: De La Riva Construction
 Contract #: 14-P0029947

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
		1/1/2013	1	0	1/2/2013

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$97,845.03		\$5,000.00	
Previous Change Orders	1	-\$4,146.90	-4.2%	Used	\$853.10
Previous Change Orders	2		0.0%	Balance	\$4,146.90
Previous Change Orders	3		0.0%		
Previous Change Orders	4		0.0%		
This Change Order	5		0.0%		
Total Change Order (s)		-\$4,146.94	-4.2%		
Revised Contract Amount		\$93,698.09			

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Balance Change Order Allowance	Alex Oviedo	Un-Used	0	\$ (4,146.90)		\$ (4,146.90)
2							\$ -
3							\$ -
4							\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
Subtotal					\$ (4,146.90)	\$ -	\$ (4,146.90)
Grand Total							\$ (4,146.90)

- 1- CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of Notice of Completion: Resolution 13-33 - Contract with De La Riva Construction for the Building R Exterior Guardrail Panel Replacement project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District approved emergency repairs to be carried out on September 23, 2013. A contract with De La Riva Construction commenced on January 13, 2014 for the Building R (Russell Hall) Exterior Guardrail Panel Replacement project at Santa Ana College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially completed on April 16, 2014 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project is \$93,698.09.

This contract is funded by Capital Facilities and Redevelopment Agency Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion with De La Riva Construction Building R exterior guardrail panel replacement at Santa Ana College as presented.

Fiscal Impact:	93,698.09	Board Date: May 12, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 West 17th Street, Santa Ana, California, caused improvements to be made to the property to with: Resolution 13-33 - Building R Exterior Guardrail Panel Replacement, the contract for the doing of which was heretofore entered into on the 23rd day of September, 2013, which contract was made with de La Riva Construction PO# 14-0029947 as contractor; that said improvements were completed on the 16th day of April, 2014, and accepted by formal action of the governing Board of said District on the 12th day of May, 2014; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is International Fidelity Insurance Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

On _____ before me, _____

personally appeared _____
who provided to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity
(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENTALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Public Signature

Signature _____

Executed at _____, California

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Ratification of Agreements with De La Riva Construction, Inc., KDC Construction, Sun Environmental Engineering, Rodriguez Engineering, PC Associates, CEM Lab, Executive Environmental for Emergency Repair of the Russell Hall Panels and Guardrails at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

On September 9, 2013, a single panel on the third floor mosaic exterior walkway guardrail dislodged from the railing system and fell from the east facing exterior of the Russell Hall building at Santa Ana College. Subsequently, on September 23, 2014 the Board of Trustees adopted Resolution 13-33, emergency repair of the Russell Hall panels and guardrails at Santa Ana College. Repairs have been carried out, and according to Article 6 of Resolution 13-33 the Board of Trustees shall ratify agreements for such work which is also required by the Orange County Department of Education. This approval covers all repairs and construction costs associated with the emergency repair work.

ANALYSIS:

The following consultants and contractors provided the work and completed the necessary repairs.

Contractor	Services	Dollar Amount
De La Riva Construction, Inc.	Labor and materials to replace exterior panels with final panels	\$ 97,845.03
KDC Construction	Remove panels and replace with interim panels	\$ 10,865
Sun Environmental Engineering	Removal and disposal of asbestos containing material on exterior panels	\$ 21,885
Rodriguez Engineering	Structural engineer	\$ 28,950
PC Associates	Inspector of record	\$ 4,800
CEM Lab	Material testing and inspection services	\$ 9,551
Executive Environmental	Asbestos inspection and monitoring	\$ 2,250
	Total Costs	\$176,146.03

These contracts were funded by Capital Facilities and Redevelopment Agency Funds.

RECOMMENDATION:

The administration recommends ratification of agreements with De La Riva Construction, Inc., KDC Construction, Sun Environmental Engineering, Rodriguez Engineering, PC Associates, CEM Lab, Executive Environmental for emergency repair of the Russell Hall panels and guardrails at Santa Ana College as presented.

Fiscal Impact:	\$176,146.03	Board Date: May 12, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of Agreement with RBF Consulting for Storm Water Pollution Prevention Plan (SWPPP) Consulting Services for the Dunlap Hall Renovation Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Storm Water Pollution Prevention Plan (SWPPP) Consulting Services which includes a Qualified Service Provider (QSP) to undertake field construction stormwater compliance assistance services as required by the Construction General Permit and the project-specific SWPPP requirements. The State Water Resources Control Board (SWRCB) has requested a project-specific SWPPP for the Dunlap Hall Renovation project due to the volume of soil grading activities on the project. The SWRCB is requiring that SWPPP plans and inspections be undertaken for the project given the quantity of projects occurring on campus concurrently.

ANALYSIS:

A Request for Qualification/Request for Proposal (RFQ/RFP) #1314-40 for Storm Water Pollution Prevention Plan (SWPPP) Consulting Services was released to ten firms on February 10, 2014, and advertised, with a due date of February 19, 2014. The District received three responses to the RFQ/RFP, and interviewed the three respondents Storm Water Resources Management, RBF Consulting, and Hall & Foreman on February 26, 2014, February 27, 2014 and March 3, 2014. The selection and interview committee recommends RBF Consulting by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, approach to the project and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of services needed for the project.

The services covered by this agreement shall commence May 13, 2014 and end December 31, 2015. Hourly rates average \$108 per hour with the highest hourly rate being \$140 and the lowest \$70. This agreement has been negotiated from a not-to-exceed fee originally at \$21,220 to a not-to-exceed fee of \$19,100 (includes \$1,000 reimbursables).

This service agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with RBF Consulting Group Storm Water Pollution Prevention Plan (SWPPP) Consulting Services for the Dunlap Hall Renovation Project at Santa Ana College as presented.

Fiscal Impact:	\$19,100	Board Date: May 12, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 5/12/14

Project: Storm Water Pollution Prevention Plan for Dunlap Hall Renovation Site: **Santa Ana College**

Consultant: **RBF Consulting**

Type of Service: Storm Water Pollution Prevention Plan Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Contract Amount		\$19,100.00	\$ 1,000.00	5/13/2014	12/31/2015
Total Agreement Amount		\$19,100.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Storm Water Pollution Prevention Plan for Dunlap Hall Renovation

\$19,100.00

Total Proposed Amount:

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of Agreement with Westberg+White, Inc. for Architectural Services for Package 3 – Phase 1 and Phase 2 and Off-Site Work adjacent to Parking Lots 6 and 7 at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On September 13, 2010, the Board previously approved Westberg+White, Inc., to design various campus improvements projects at Santa Ana College. One of those projects, the site perimeter improvement project, package 3, included off-site work which required resubmittal to the City for approval. Due to resubmittal to the City, the design and plans have to be prepared and bid. These architectural services are necessary for bid assistance and construction administration services to complete the off-site work as necessary. The off-site work along Bristol, 17th and Artesia streets includes improvement of the landscaping by demolishing the existing concrete masonry unit (CMU) wall.

ANALYSIS:

The District has requested the architectural and engineering services of Westberg+White, Inc., to provide bid assistance and construction administration services for Package 3 – phase 1 and 2 off-site work adjacent to Parking Lots 6 and 7. The services covered by this agreement shall commence May 12, 2014 and ends June 30, 2015. The contract is a not to exceed fee of \$39,500.

This agreement is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with Westberg+White, Inc. Package 3 – Phase 1 and Phase 2 and Off-Site Miscellaneous Work adjacent to Parking Lots 6 and 7 at Santa Ana College as presented.

Fiscal Impact:	\$39,500	Board Date: May 12, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 5/12/14

Project: Site Perimeter Improvements - Package 3

Site: **Santa Ana College**

Consultant: **Westberg+White**

Type of Service: Architectural Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration
					End
Contract Amount		\$39,500.00	\$ -	5/13/2014	6/30/2015
Total Agreement Amount		\$39,500.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Bid Assistance and Construction Administration Services
Site Perimeter Improvement Project at Santa Ana College

\$39,500.00

Total Proposed Amount:

Contract End Date:

6/30/2015

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

To:	Board of Trustees	Date: May 12, 2014
Re:	Award of Bid #1227 for Roof Repairs for Buildings C, H, N, P and R at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

In compliance with the Public Contract Code, Bid#1227- Santa Ana College Roof Repairs for Building C (Fine Arts/Art Gallery), Building H (Hammond Hall), Building N (Music Building), Building P (Phillips Hall Theatre) and Building R (Russell Hall) was appropriately advertised and plans/specifications made available for the public. On March 26, 2014 a mandatory job-walk was held at Santa Ana College and 18 prospective bidders attended.

ANALYSIS:

Bids were opened on April 16, 2014 for the work proposed at Santa Ana College as noted on the attached Bid Results Form. The lowest responsive bidder was Midwest Roofing Company, Inc. in the amount of \$474,000 and it is within the target budget.

On April 18, 2014 we received one bid protest, which was reviewed, clarified and resolved by legal counsel, Hugh Lee. District staff has conducted a “due diligence” review of the lowest responsive and responsible bidder, Midwest Roofing, Inc. to ensure compliance with license and bid bond requirements.

This project is funded by Scheduled Maintenance.

RECOMMENDATION:

The administration recommends approval of awarding Bid #1227 to Midwest Roofing as presented.

Fiscal Impact:	\$474,000	Board Date: May 12, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	

BID RESULTS:

BID # 1227

2 addedums

PROJECT: SAC Roof Repairs Bldgs C,H,N,P and R

DUE DATE: April 16, 2014

BIDDER	TOTAL BID AMOUNT
Midwest Roofing Company, Inc	\$ 474,000.00
Chapman Coast Roof Company	\$ 497,534.00
Best Contracting Services	\$ 528,666.00
Bell Roofing Company	\$ 570,060.00
Commerical Roofing System Inc.	\$ 610,667.00
CIS /Roofing/Waterproofing/Solar	\$ 613,179.00
Tecta America	\$ 655,500.00
Letner Roofing Company ** only one addedum**	\$ 840,000.00
Adco Roofing	\$ 1,442,958.00

9 Total Bidders

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: May 12, 1014
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>
1. AB 86 Adult Education Consortium Planning Grant (SAC/SCC) RSCCD on behalf of SAC's and SCC's School of Continuing Education was awarded the AB 86 Adult Education Consortium Planning Grant from the Workforce and Economic Development Division of the California Community Colleges Chancellor's Office. Funding will support regions to develop consortia to engage in regional planning for adult education. The consortia include RSCCD as lead applicant and fiscal agent, and two school districts, Santa Ana Unified School District (SAUSD) and Orange Unified School District (OUSD), located within the geographical boundaries of the college district. (FY 13/14, FY 14/15). <i>No match is required.</i>	03/12/2014	\$326,047

RECOMMENDATION

It is recommended that the board approve these items and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$326,047	Board Date: May 12, 2014
Item Prepared by: Maria Gil, 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 #2259

**NAME: AB 86 Adult Education Consortium Planning Grant
Santiago Canyon College & Santa Ana College (Non-credit)
FISCAL YEAR: 2013/2014 and 2014/2015**

CONTRACT TERM: 3/5/2014 - 6/30/2015
CONTRACT INCOME: \$326,047
Grant Agreement No. 13-328-043
CFDA #: N/A

PROJ ADM: Jose Vargas/James Kennedy
PROJ DIR: Mary Walker
Date: 4/29/2014

GL Account String	Description	New Budget	
		Debit	Credit
12-2259-000000-20000-8659	Other Reimb Categorical Allow : Santiago Canyon College		326,047
12-2259-679000-20000-5865	Indirect Costs : Santiago Canyon College @ 4%	12,540	
12-2259-601000-28100-1410	Part-Time Academic Management : Continuing Education	32,000	
12-2259-601000-28100-2320	Classified Employees - Hourly : Continuing Education	34,500	
12-2259-601000-28100-3115	<i>STRS - Non-Instructional : Continuing Education Division</i>	2,640	
12-2259-601000-28100-3215	<i>PERS - Non-Instructional : Continuing Education Division</i>	3,704	
12-2259-601000-28100-3315	<i>OASDHI - Non-Instructional : Continuing Education Division</i>	2,139	
12-2259-601000-28100-3325	<i>Medicare - Non-Instructional : Continuing Education Division</i>	964	
12-2259-601000-28100-3335	<i>PARS - Non-Instructional : Continuing Education Division</i>	0	
12-2259-601000-28100-3435	<i>H & W - Retiree Fund Non-Inst : Continuing Education</i>	665	
12-2259-601000-28100-3515	<i>SUI - Non-Instructional : Continuing Education Division</i>	33	
12-2259-601000-28100-3615	<i>WCI - Non-Instructional : Continuing Education Division</i>	1,596	
12-2259-601000-28100-4610	Non-Instructional Supplies : Continuing Education Division	15,800	
12-2259-602000-28200-1480	Part-Time Reassigned Time : Orange Educ Ctr-Instruction	15,000	
12-2259-602000-28200-1485	Int/Sum - Reassigned Time, PT : Continuing Education	15,000	
12-2259-602000-28200-3115	<i>STRS - Non-Instructional : Orange Educ Ctr-Instruction</i>	2,475	
12-2259-602000-28200-3325	<i>Medicare - Non-Instructional : Orange Educ Ctr-Instruction</i>	435	
12-2259-602000-28200-3435	<i>H & W - Retiree Fund Non-Inst : Continuing Education</i>	300	
12-2259-602000-28200-3515	<i>SUI - Non-Instructional : Orange Educ Ctr-Instruction</i>	15	
12-2259-602000-28200-3615	<i>WCI - Non-Instructional : Orange Educ Ctr-Instruction</i>	720	
12-2259-619000-28100-1450	Part-Time Coordinators : Continuing Education Division	39,000	
12-2259-619000-28100-1480	Part-Time Reassigned Time : Continuing Education Division	24,500	
12-2259-619000-28100-1485	Int/Sum - Reassigned Time, PT : Continuing Education	24,500	
12-2259-619000-28100-2320	Classified Employees - Hourly : Continuing Education	34,500	
12-2259-619000-28100-3115	<i>STRS - Non-Instructional : Continuing Education Division</i>	7,260	
12-2259-619000-28100-3215	<i>PERS - Non-Instructional : Continuing Education Division</i>	3,704	
12-2259-619000-28100-3315	<i>OASDHI - Non-Instructional : Continuing Education Division</i>	2,139	
12-2259-619000-28100-3325	<i>Medicare - Non-Instructional : Continuing Education Division</i>	1,776	
12-2259-619000-28100-3335	<i>PARS - Non-Instructional : Continuing Education Division</i>	0	
12-2259-619000-28100-3435	<i>H & W - Retiree Fund Non-Inst : Continuing Education</i>	1,225	
12-2259-619000-28100-3515	<i>SUI - Non-Instructional : Continuing Education Division</i>	62	
12-2259-619000-28100-3615	<i>WCI - Non-Instructional : Continuing Education Division</i>	2,940	
12-2259-675000-28100-5210	Conference Expenses : Continuing Education Division	5,000	
12-2259-679000-28100-5100	Contracted Services : Continuing Education Division	38,915	
	Total 2259 - AB86 Adult Ed (SCC/SAC) (non-credit)	326,047	326,047

5.1 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: May 12, 2014
Re:	Approval of Sub-Agreement between RSCCD and City College of San Francisco for the ICT/Digital Media Sector Navigator Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Information Communications Technology (ICT)/Digital Media Sector Navigator grant #13-151-006 from the California Community Colleges Chancellor's Office Division of Workforce & Economic Development. The ICT/Digital Media Sector Navigator's role is to connect industry and employers with the community colleges, disseminate up-to-date information on sector industry trends and workforce needs, and to serve as a hub for workforce and economic development information and resources pertaining to these industries for community colleges throughout the state.

ANALYSIS

The ICT/Digital Media Sector Navigator in partnership with the City College of San Francisco will be supporting the efforts of the 2014 summer faculty Information Communications Technology (ICT) educator conferences to be held in Cal Poly Pomona and City College of San Francisco during the month of June. To encourage community college faculty participation, funds will be allocated to cover conference costs that include instructor's registration fees, course materials, stipends, meals, and lodging of qualified California Community College Faculty attending the conferences. City College of San Francisco's scope of work is to manage and facilitate faculty's registration and attendance at the conferences, and reimbursement of related costs as provided on the enclosed sub-agreement #DO-14-2535-04.

The project administrator is Enrique Perez.

RECOMMENDATION

It is recommended that the Board approve this sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreement on behalf of the district.

Fiscal Impact: \$50,000	Board Date: May 12, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*City College of San Francisco***

This grant sub-agreement (hereinafter “**Agreement**”) is entered into this 12th day of May 2014, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the City College of San Francisco (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” grant #13-151-006, (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the **Grant**; and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

The **SUBCONTRACTOR** will facilitate faculty participation in the 2014 summer faculty Information Communications Technology (ICT) educator conferences as described in the attached Statement of Work (Exhibit A) and Event Flyers (Exhibit B and Exhibit C).

SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this **Agreement** and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this **Agreement** shall be from June 1, 2014, through June 30, 2014.

3. Total Cost

The total cost to **RSCCD** for performance of this **Agreement** shall not exceed \$50,000 USD.

4. Payment

50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

5. Reporting

SUBCONTRACTOR will provide documentation of activities and expenditures to substantiate work performed by June 30, 2014.

6. Expenditure of Grant Funds.

SUBCONTRACTOR agrees to comply with all **Grant** requirements and that it is solely responsible for the appropriate expenditure of all **Grant** funds received and for any misappropriation or disallowment of **Grant** funds.

7. Time Extensions

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, **SUBCONTRACTOR** will not be granted an extension. Therefore, **SUBCONTRACTOR** must spend all of the funds allocated through this **Agreement** within the timeframe of the **Agreement**. Under this **Agreement**, **SUBCONTRACTOR** will only be reimbursed for expenses that are incurred prior to **June 30, 2014**.

8. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this **Agreement** shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this **Agreement**. **SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this **Agreement** **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this **Agreement**.

10. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

11. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. **SUBCONTRACTOR** agrees to allow the auditor(s) access to

such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this **Agreement**.

12. Termination

Either party may terminate this **Agreement**, with or without cause upon sixty (60) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this **Agreement** are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this **Agreement** remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

13. Mutual Indemnification

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

14. Notices

All notices, reports and correspondence between the parties hereto respecting this **Agreement** shall by email communication or in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:

Enrique Perez, Program Administrator ICT Sector Navigator
2323 North Broadway, Suite 350, Santa Ana, CA 92706
perez_enrique@rsccd.edu, (714) 480-7460
cc: Steve@wrightca.com, (805) 231-8444

City College of San Francisco:

Pierre Thiry, MPICT Center
CCSF Box S107
50 Phelan Avenue, San Francisco, CA, 94112
pthiry@ccsf.edu, (415-239-3594)

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this **Agreement** by reference. Final payment is contingent upon successful completion) of all activities and outcomes. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this **Agreement** in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this **Agreement** to be executed as of this 12th day of May 2014.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: CITY COLLEGE OF
SAN FRANCISCO

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Ronald Gerhard
Vice Chancellor of Finance and

Title: Business Operations/Fiscal Services

Title: Administration

Date: _____

Date: _____

Board Approval Date: May 12, 2014

EIN/TIN: _____

Exhibit A

SCOPE OF WORK

City College of San Francisco will facilitate faculty participation in the 2014 Summer Faculty ICT Educator Conference through the following:

- June 16, 2014 – June 18, 2014: (Pre-Conference) Western Academy Support and Training (WASTC) Center Regional Academy Conference, Cal Poly Pomona, Pomona, CA
 - The Cisco Academy Support and Training Center for the Western Region, based at Ohlone College will be hosting this event. The two day academy conference will be June 19, 2014 – June 20, 2014. Mid-Pacific Information & Communication Technologies Center (MPICT) is collaborating to make available additional 3-day ICT pre-conference workshops, June 16, 2014 – June 18, 2014. Some may require online preparatory or follow-up work by faculty. This event will require a nominal registration fee, and participants will need to fund their own travel.
- June 23, 2014 – June 27, 2014: MPICT Faculty Development Week, City College of San Francisco Mission Center, San Francisco, CA
 - This 7th annual event receives consistent high value reviews from attendees.

Description of costs associated with the work: the sub-award will be used to pay the instructors fees, course materials, participant's stipends, meals during training, and hotel nights of qualified California Community College Faculty attending the Conference.

Exhibit A

**MPICT Summer Faculty Development Program
PROJECT BUDGET**

City College of San Francisco will facilitate participation of ICT California
Community Colleges Educators in th month of June 2014 as follows:

WASTC Conference in Cal Poly Pomona (June 16 - 18, 2014) (pre-conference)	
Food and Food Service Supplies (includes breakfast and lunch for three-days; and reception on third day)	\$7,000
Independent Contractors (Instructors/Presenters)	\$6,000
(3) Workshop/Tracks: EMC Cloud Infrastructure and Services (CIS) Introduction to Talend and Tableau Business Analytics and Intelligence Tools	
Faculty Development Week in San Francisco (June 23 - 27, 2014)	
Food and Food Service Supplies (includes breakfast and lunch for five-days; and Thursday reception)	\$15,000
Independent Contractors (Instructors/Presenters)	\$14,000
(4) Workshops/Tracks (TBD)	
Participant Stipends	\$8,000
Stipend amount based on travel distance from conference site: \$250/stipend to ICT educators residing within 70 miles of San Francisco \$750/stipend to ICT educators residing between 70 > 600 miles of San Francisco \$1,250/stipend to ICT educators residing > 600 miles of San Francisco	
TOTALS	<u><u>\$50,000</u></u>



WASTC
Cisco Regional Academy Conference
Pathways to Success in ICT

Welcome!

The [Cisco Western Academy Support and Training Center \(WASTC\)](#) is pleased to host its Regional Academy Conference, *Pathways to Success in ICT*, at [Cal Poly Pomona](#), June 16-20, 2014.

The event consists of:

- 3 days of **Pre-Conference Workshops**, June 16-18
- 2 days of **Regional Academy Conference**, June 19-20

The Academy Conference will feature a daily keynote address and provide a diverse range of empowering and informative 75-minute breakout sessions, including tracks such as:

- Technical topics, hands on labs, and best Practices [IT-E, CCNA, Wireless, CCNP, Security, Packet Tracer, Wireshark, IPv6.....]
- Topics related to improving ICT educational pathways and jobs
- Cybersecurity and cybersecurity competitions
- New academy best practices
- NetSpace
- Free "LPI Linux Essentials Certificate of Achievement" exam [\$110 value]

Each day you will have time to rub shoulders with other attendees and industry sponsors at a light breakfast and lunch, and we have two social events planned.

- **Welcome & Graduation Reception** June 18, sponsored by MPICT
- **Appreciation Dinner** June 19, sponsored by SigmaNet

Pre-Conference Workshops:

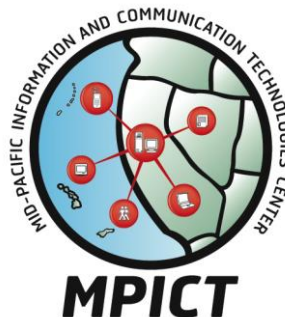
We are very excited to be able to offer, at no additional fee, six outstanding pre-conference workshops, in which you can develop in-depth knowledge and skills:

- **Cisco IT Essentials Instructor Training**
- **Cisco CCNA1 Instructor Training**
- **EMC Cloud Infrastructure and Services (CIS)**
- **BIG DATA: Introduction to Talend & Tableau, Business Analytics and Intelligence Tools**
- **Linux Essentials Train-the-Trainer Workshop**
- **NDG Netlab+ Setup, “Bring your IT Programs Online”**

These are each valuable, intensive 3-day workshops, and some require pre- or post-work. The Linux track includes free certification testing.

Fee Information: The registration fee for both the Pre-Conference and the Academy Conference is \$99 for WASTC academies and \$150 for non-WASTC academies. You may attend either the Pre-Conference, or the Academy Conference, or both for the registration fee. Hotel and Travel information is on our website.

Thank you to our sponsors and partners who make this event affordable to all!



For questions please refer to the WASTC website: www.wastc.org

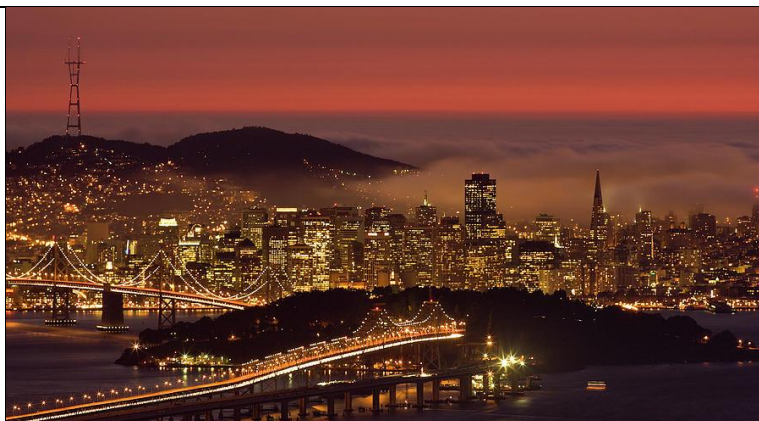
Or you may contact Karen Stanton at Karen.stanton@wastc.org.

Register at: <http://events.r20.constantcontact.com/register/event?oeidk=a07e979m76j43a3be3a&llr=pvd9yudab>

Summer 2014 Faculty Development Week

San Francisco, CA
June 23-27, 2014

Hosted by the Mid-Pacific ICT (MPICT) and
BATEC Centers and California Community
College ICT Sector Navigators



With National Science Foundation Advanced Technological Education funding, the [Mid-Pacific Information and Communication Technologies \(MPICT.org\) Center](http://MPICT.org) mission is to coordinate, improve and promote ICT education, with a focus on 2-year colleges, in California, Nevada, Hawaii and the Pacific Territories.

Also funded by the NSF ATE program, the [Broadening Advanced Technological Education Connections \(BATEC.org\) National Center for Computing and IT](http://BATEC.org) is dedicated to increasing both the capacity and the robustness of career-focused pathways in the fields of Computer Science, Information Technology, Computer Networking and Data Analysis.

Funded by the California Community College State Chancellor's Office, the Statewide ICT Sector Navigator and 10 Regional ICT Deputy Sector Navigators are dedicated to improving ICT education and workforce development at all 112 California community colleges, throughout the State.

Information and Communication Technologies (ICT) is an umbrella term, widely used outside the U.S. and in the U.N., to encompass all rapidly emerging, evolving and converging computer, software, networking, telecommunications, Internet, programming, information systems and digital media technologies.

Together, these organizations are offering this outstanding 4.5 day Summer 2014 Faculty Development Week event at the City College of San Francisco Mission Campus in San Francisco, CA, featuring:

Five "Train the trainer" tracks to prepare CC faculty to teach new or improve existing courses or programs:

- [VMWare Vsphere: Install, Configure, Manage \(v5.5\)](#)
- [Teaching Beginners Mobile Programming with App Inventor](#)
- [Certified Ethical Hacker](#)
- [Web Engineering: Team Website Design, Development and Management](#)
- [Oracle SQL and PL/SQL](#)

One special track for San Francisco Unified School District teachers to develop Computer Science pathways:

- [Exploring Computer Science \(ECS\)](#) – For San Francisco USD Teachers Only

Event [registration](#) is free to qualified ICT educators, who may be eligible for **limited travel support stipends**.



Track 1: VMWare Vsphere: Install, Configure, Manage (v5.5)

Short Class Description:

[This hands-on training course](#) explores installation, configuration, and management of VMware vSphere®, which includes VMware ESXi™ Server and VMware vCenter Server™. The course is based on ESXi v5.5 and vCenter Server v5.5. Completion of this course satisfies the prerequisite for taking the VMware® Certified Professional exam. Instructors who complete this course may enroll in any of several more advanced vSphere courses. For advanced course options, see www.vmware.com/education.

Class Description:

Especially in difficult economic times, organizations are seeking ways to reduce hardware and operating costs for ICT systems. With rising awareness of the global climate change crisis, organizations are also seeking “Green ICT” strategies for reducing the carbon footprints of their ICT operations. Virtualization is a strategy for addressing both concerns, by reducing the number of dedicated servers and their associated capital and operating costs and energy needs by hosting many virtual servers on fewer physical servers. Demand for virtualization solutions, and for a technical workforce capable of implementing and managing them, is currently extremely high. Virtualization knowledge and skills are highly compensated in today’s marketplaces.

[VMware](#) is a market leading virtualization solutions provider. Its [VMware IT Academy Program](#) offers high quality education, training and certification solutions for developing workforce knowledge and skills in virtualization. The companion [VMware Academic Program](#) is focused on research at educational institutions.

This hands-on training course explores installation, configuration, and management of VMware vSphere®, which consists of VMware ESXi™ and VMware vCenter Server™. The course is based on ESXi 5.5 and vCenter Server 5.5. Completion of this course satisfies the prerequisite for taking the VMware® Certified Professional 5 exam. Students who complete this course may enroll in any of several more advanced vSphere courses. For advanced course options, see www.vmware.com/education.

Course Objectives:

At the end of the course, you should understand the functionality in vSphere 5.5 and be able to do the following:

- Install and configure ESXi
- Install and configure vCenter Server components
- Use vCenter Server to configure and manage ESXi networking and storage
- Deploy, manage, and migrate virtual machines
- Manage user access to the VMware infrastructure
- Use vCenter Server to monitor resource usage
- Use vCenter Server to increase scalability
- Use VMware vCenter™ Update Manager to apply ESXi patches
- Use vCenter Server to manage higher availability and data protection

Best practices and lab exercises are interspersed throughout the course, which is about 60% lecture and 40% hands-on.

Lab exercises will be conducted via a remote lab setup hosted by [Network Development Group \(NDG\)](http://www.netdevgroup.com) in collaboration with the VMware IT Academy Program. NDG's remote access solution, NETLAB+, enables academic institutions to host remote computing labs comprised of virtual topologies. This course will include an introduction to how you might host or obtain access to a remotely hosted VMware lab. This is an exciting new capability designed to make delivering VMware training more accessible to instructors and engaging to students. <http://www.netdevgroup.com/solutions/vmware.html>

The target audience for the course is system administrators, systems engineers, and professionals responsible for ESXi, ESX, and/or vCenter Server. This "train the trainer" offering is for qualified community college instructors.

Prerequisites: System administration experience on Microsoft Windows or Linux operating systems.

This course normally costs \$2,995 per attendee, but, courtesy of the VMware IT Academy program, it will cost you nothing as a qualified ICT educator in the MPICT region! The training qualifies you to take the VCP examination, and each attendee will receive a **VCP5 exam voucher for 70% off the exam price** and a **free vSphere 5.5 Electronic Instructor Kit** for the Install, Configure and Manage class.

We will be working on remotely accessed virtual servers.

Instructor Biographical Information:



David Patrick is a professor in the Computers, Networks, and Emerging Technologies department at Ohlone College in Fremont, California.

Mr. Patrick has over 40 years of experience as a developer, manager, executive, and instructor in the commercial world. He has worked at IBM, Informix, Aion, and several startups, concentrating on database and expert systems technologies.

Mr. Patrick is currently teaching the Linux and VMware curricula at Ohlone College. His delivery of this course in the past received very high ratings.



Track 2: Teaching Beginners Mobile Programming with App Inventor

Class Description:

In this course you will learn to program with MIT's *App Inventor*, a drag-and-drop “blocks” programming environment that allows for the creation of mobile (Android) apps, and you will learn about in-class and on-line methods and materials for teaching App Inventor. The course instructor is University of San Francisco professor David Wolber. David is the lead author of *App Inventor: Create your own Android Apps*, runs the site appinventor.org, and has contributed to the design and development of App Inventor.

Even if you have little or no programming experience, App Inventor and this course will provide you with the skills to teach a highly motivating introduction to programming for your students. The course is also appropriate for teachers that do have some coding experience but want to learn App Inventor and methods for teaching mobile programming with it.

MIT App Inventor is a blocks programming environment similar to *Scratch* that allows for the creation of mobile apps. It is great for introducing programming and computer science because:

- It is highly accessible due to its event-based, drag-and-drop nature. Programming is like plugging puzzle pieces together instead of typing in commands, so students can begin building interesting things on the first day
- Students love building apps for their phones and tablets, so they are highly motivated to learn. Within hours, students can build apps that are useful in their every day lives, and that they can show off to their friends and family. If you like a student-driven learning environment in which you have to kick students out when the bell rings, App Inventor is great.

App inventor is most often used in introductory programming courses, especially those targeting a general audience (e.g., a CS-0 college course) It is also used as a module in CS1 courses for CS majors, in other disciplines, e.g., Design, Health Informatics, Math, etc., and as a module in upper level CS courses.

Course Outline:

The course will be hands-on and alternate between lessons on App Inventor programming and teaching materials and techniques.

1. Programming: Introduction to App Inventor-- Build the "I Have a Dream" app
2. Teaching: Course Overview, App Inventor Set-up, Portfolios, Publishing an app to the web
3. Programming: Games and Animation--Build "MoleMash" and "Space Invaders"
4. Texting: Build the "No Texting While Driving" and "Raffle App"
5. Teaching: Build, Customize, Conceptualize, Create methodology
6. Teaching: Ideation, user study, wire-framing, etc.
7. Creative Project: Work as teams to design and implement a creative mobile app
8. Programming: Apps with Data, Lists and Indexes--Build a Quiz app
9. Programming: Apps with Dynamic Data—build NoteTaker and MathBlaster
10. Teaching: Evaluation methods, how to write a quiz for an App Inventor class
11. Programming: Advanced topics: persistence, web access, etc.

Book

App Inventor: Create your own Android Apps

<http://www.amazon.com/App-Inventor-Create-Your-Android/dp/1449397484>

Note: this book is now available on-line at appinventor.org/book and appinventor.org/book2 (ai2 version).

Links

App Inventor Site for Students and Teachers: appinventor.org

USF's Democratize Computing Lab democratizecomputing.org

Instructor Biographical Information:

David Wolber is a professor of Computer Science at the University of San Francisco. He is the director of USF's Democratize Computing Lab (democratizecomputing.org) and focuses on teaching beginners how to code. He is the lead author of the book, *App Inventor: Create your own Android Apps*, along with App Inventor creator Hal Abelson and Google engineers Ellen Spertus and Liz Looney, Wolber's site, appinventor.org, has helped over a million people learn to program apps. It provides video lessons, a free on-line version of the book, and a modularized course-in-a-box to help teachers jump-start a course in mobile programming. Wolber is also active in the development of the App Inventor tool and recently completed a sabbatical at MIT working with the App Inventor team.



Track 3: Certified Ethical Hacker

Short Description:

This course prepares instructors to teach classes preparing students for EC Council's Certified Ethical Hacker exam, the “world’s most advanced ethical hacking and penetration testing program.”

Description:

According to [EC Council's website](#):

To beat a hacker, you need to think like one! This is exactly what this class will teach you. It is the pinnacle of the most desired information security training program any information security professional will ever want to be in. To master the hacking technologies, you will need to become one.

The definition of an Ethical Hacker is very similar to a Penetration Tester. The Ethical Hacker is an individual who is usually employed with the organization and who can be trusted to undertake an attempt to penetrate networks and/or computer systems using the same methods and techniques as a Hacker.

The Certified Ethical Hacker class will immerse the students into a hands-on environment where they will be shown how to conduct ethical hacking. They will be exposed to an entirely different way of achieving optimal information security posture in their organization; by hacking it! They will scan, test, hack and secure their own systems.

This is the worlds most advanced ethical hacking course with 19 of the most current security domains any ethical hacker will ever want to know when they are planning to beef up the information security posture of their organization. The goal of this course is to help you master an ethical hacking methodology that can be used in a penetration testing or ethical hacking situation. You walk out the door with hacking skills that are highly in demand, as well as the internationally recognized certified ethical hacker certification! This course prepares you for [EC-Council Certified Ethical Hacker exam 312-50](#).

CEH and CompTIA's Security+ were the basis for the [National Cyber League \(NCL\)](#) Fall 2013 Season.

Monday– Day 1

Morning	Afternoon
Introductions, Welcome and NETLAB Walkthrough http://www.surveymonkey.com/s/CSSIA_Pre_Course	Lab 4 - Poison Ivy – Remote Access Trojan
The CEH Setup...Internal and External Networks and Firewall Configurations	Lab 6 - Utilizing Malware - Dark Comet
How the Hackers Get in – SQL Injection	Lab 16 - SQL Injection
Sending a Poison Ivy PAYLOAD	

Tuesday – Day 2

Morning	Afternoon
Reviews of Lab 4,6, and 16	Lab 11 - Using Metasploit to Attack a Remote System
Realistic Exploitation	Lab 14 - Using Armitage to Attack the Network
Using Metasploit to Attack the Network	Lab 17 - Launching a Buffer Overflow
Using Armitage to Attack the Network	

Wednesday – Day 3

Morning	Afternoon
Reviews of Lab 11,14, and 17	Lab 1 - Using Active and Passive Techniques to Enumerate Network Hosts
Using Spear Phishing to Target an Organization	Lab 5 - Using the SHARK Remote Administration Tool
Creating and Using Malware	Lab 9 - Using Spear Phishing to Target an Organization
Packing and Obfuscating Malware	

Thursday – Day 4

Morning	Afternoon
Reviews of Lab 1,5, and 9	Lab 13 - Exploitation with IPv6
Exploitation with IPv6	Lab 18 - Intrusion Detection
Intrusion Detection	Lab 19 - Using Certificates to Encrypt Email
Using Certificates to Encrypt Email	

Friday – Day 5

Morning	Afternoon (<i>continued as homework</i>)
Reviews of Lab 13,18,19 http://www.surveymonkey.com/s/CSSIACourseFeedback	Lab 3 - Using the SYSTEM account
Using the SYSTEM account	Lab 7 - Breaking Windows Passwords
Breaking Windows Passwords	Lab 8 - Using John the Ripper to Crack Linux Passwords
Forensics Labs Preview	

For a more detailed description of the labs and mapping to the Certified Ethical Hacking domains and objectives, visit the following link provided on the NETLAB website: http://www.netdevgroup.com/content/cybersecurity/labs/ethical_hacking.html.

Instructor Bio:

Jesse Varsalone has 22 years of teaching experience and has taught computer classes for The Community College of Baltimore County, Champlain College, Johns Hopkins University, Stevenson University, Towson University, University of Maryland Baltimore County and University of Maryland University College. Jesse has taught courses in Computer Security, Hacking, Intrusions, Forensics and Network Administration. Jesse Varsalone holds the CISSP, MCT, CTT+, CEH, Ethical Hacking and other certifications. He has contributed to books on forensics, networking, and cyber security.

His latest book, *Defense against the Black Arts: How Hackers Do What They Do and How to Protect against It*, is available at <http://tinyurl.com/jessebook>. He has written all 19 of the Ethical Hacking Labs and 20 Security Plus labs for [CSSIA/NDG](#).



Track 4: Web Engineering: Team Website Design, Development and Management

Short Description:

Under Development

Description:

Under Development

Instructor Biographical Information:

Under Development



Track 5: Oracle SQL & PL/SQL

Description:

The *Introduction to Structured Query Language (SQL)* course focuses on both the database design, which covers the process of analyzing complex business scenarios and creation of a data model, and programming in SQL, which introduces the concepts of implementing a database design by creating a physical database, and covers such topics as sub-queries, combining multiple queries into a single query using SET operators, and reporting aggregated data using group functions.

The *Oracle Programming in Procedural Language/Structured Query Language (PL/SQL)* course is designed to extend the database programming knowledge in the Intro to SQL course and covers implementing database functionalities that cannot not be achieved in standard SQL, such as stored procedures, functions, packages and more.

These two courses prepare students for certification as an [Oracle PL/SQL Developer Certified Associate](#). Oracle PL/SQL Developer Certified Associates demonstrate expertise in building database-centric Internet applications for both Oracle9i and Oracle Database 10g. Oracle Forms Developer Certified Professionals gain greater credibility, a higher level of efficiency, and improved job performance as application developers.

Introduction to SQL:

- Control privileges at the object and system level.
- Create indexes and constraints; alter existing schema objects.
- Understand the basic concepts of relational databases ensure refined code by developers.
- Create reports of sorted and restricted data.
- Run data manipulation statements (DML).
- Control database access to specific objects.
- Manage schema objects.
- Manage objects with data dictionary views.
- Retrieve row and column data from tables and query external tables.

Program with PL/SQL:

- Conditionally control code flow (loops, control structures).
- Use PL/SQL packages to group and contain related constructs.
- Generate triggers to solve business challenges.
- Create anonymous PL/SQL blocks, as well as stored procedures and functions.
- Use some of the Oracle supplied PL/SQL packages to generate screen output and file output.
- Create anonymous PL/SQL blocks, functions and procedures.
- Declare PL/SQL variables.
- Create PL/SQL blocks of application code that can be shared by multiple forms, reports and data management applications.
- Debug functions and procedures using the SQL Developer Debugger.
- Use Dynamic SQL & understand design considerations when coding using PL/SQL.
- Understand and influence the PL/SQL compiler and manage dependencies.
- Manage PL/SQL subprograms, triggers, declaring identifiers and trapping exceptions.

Instructor Bio:

This track will be taught by a professional instructor provided through the Oracle Academy program.



Track 6: Exploring Computer Science (ECS) for High Schools (for SFUSD High School Faculty Only)

Short Description:

This course prepares high school teachers to deliver the Exploring Computer Science (ECS) curriculum. Co-located with Faculty Development Week, it is offered separately and specially to San Francisco Unified School District teachers, as part of the BATEC funded San Francisco ICT Pathways Project.

Description:

Computer science education opens more doors for students in the 21st century than any other discipline. The National Science Foundation (NSF), with its long legacy of nurturing communities of research and education practitioners, is leading a transformation in CS education and learning at the national scale. NSF's [CS 10K Project](#) aims to build the foundation needed to get engaging, rigorous academic computer science courses into 10,000 schools taught by 10,000 well-prepared teachers. To begin this, NSF has funded the development and implementation of two computer science courses—[Exploring Computer Science and CS Principles](#) (to be a new College Board Advanced Placement course starting in the Fall of 2016). Both courses are designed to teach the fundamental concepts and big ideas of computing, along with coding, and to inspire kids about computer science's creative potential to transform society.

The Mid-Pacific ICT Center ([MPICT](#)) was awarded a [BATEC](#) sub-grant to leverage NSF products and outcomes such as these to prepare more San Francisco Unified High School District (SFUSD) students for pursuing computing-related education and careers. Applying the best practices of sub-award partner, Chicago Public Schools and its [CS for All initiative](#), MPICT's SF ICT Pathways Project is offering the ECS Professional Development program to all math, science and CTE faculty at SFUSD high schools. We believe this is a critical part of building district capacity for computer science instruction and envision this offering as a pilot that can lead to expanding the ECS PD program, introducing the CS Principles PD and the ECS PD for K-8 faculty.

ECS Professional Development is focused on building a professional learning community of teacher leaders. The PD begins with a summer institute focused both on course content and pedagogical knowledge, followed by on-going PDs and inquiry groups throughout the year and an in-classroom coaching program. Forming a learning community is at least a two-year process that involves on-going collaboration and learning.

Exploring Computer Science is a project-based, inquiry-based curriculum. During the PD, inquiry focused instruction is modeled through role playing, jig sawing activities, pair and small-group collaboration, structured tinkering, promoting multiple solutions, and engaging in simulations. After a year of teaching, and becoming more familiar with the content, teachers are in a stronger position to focus on the key overarching purpose of the course: to have students introduced to and working with the problem-solving and practices of computational thinking.

Throughout the PD, the instructors and faculty work with this question: How do we foster critical thinking, problem-solving, and creativity throughout ECS?

Acknowledging research showing that off-site professional development events are simply not sufficient to support teachers in crafting their pedagogical approaches around a new curriculum, an ECS coaching program has been established as in-classroom follow-up. In this coaching program, coaches and teachers design a collaboration plan: a) identifying goals, b) identifying success indicators, c) selecting strategies to achieve the goals and d) determining the data to be collected as evidence. Strategies range from co-teaching, observation of another classroom teacher, videotaping and reflection, as well as planning and reflecting conversations. Through the coaching collaboration, teachers' comfort and ability to effectively implement ECS has been greatly strengthened.

This track provides the week long summer training part of the [ECS professional development program](#), covering the ECS [curriculum](#) and its implementation and delivery. Faculty receive a two-part stipend for attending the summer program and subsequent implementation of their collaboration plans.

Instructor Biographical Information:

Under Development

For more information, contact:

Olivia Herriford oherriford@mpict.org 925-899-3836	Evan Decker edecker@mpict.org
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INSTRUCTOR TRAVEL SUPPORT STIPENDS

Community college faculty travel budgets and permissions are finally easing after the long economic crisis!!! These Faculty Development Week events are also being challenged on their sustainability, if grant funded efforts are the only ways to get faculty to attend them. Additionally, ICT is so vast, pervasive and important, and it evolves so much faster than most other fields, faculty professional development is needed more for ICT fields than in most other fields, if faculty and programs are to remain relevant.

Faculty Development Week is not enough. As a system, we need community college ICT faculty to be able to get support for more professional development than in the past. Each community college ICT faculty member should know how to seek out and obtain faculty professional development support funding from their employer college.

For those reasons, this year, we are requiring faculty to explore faculty development funding through their local colleges. See your local Perkins funding coordinator to understand and request travel support.

Faculty Development Week hosts are offering all qualified community college ICT educators:

- a **\$250 stipend** if your home address is **within 70 miles of San Francisco, CA.**
- a **\$750 stipend** if your home address is **between 70 and 600 miles of San Francisco.**
- a **\$1,250 stipend** if your home address is **more than 600 miles from San Francisco.**

To be qualified for a stipend, you must be a faculty member in good standing at an [ICT-related department at a California Community College or other college in the Mid-Pacific ICT Center region.](#)

- California,
- Nevada,
- Hawaii or
- the Pacific Territories.



To receive your stipend or expense reimbursement, you must:

- apply and be accepted to attend Faculty Development Week training,
- attend and sign in for all days of your Faculty Development Week track,
- complete any required contract documents, and
- get a signature on this [form](#) from your local CTE/Perkins Coordinator or Dean, verifying that you have requested local travel support.

Stipends are offered in good faith, on a first-accepted-to-attend/first-received-by-attendee basis.

Anyone who applies and gets accepted to the MPICT Summer 2014 Faculty Development Week, does not attend and does not formally cancel attendance by June 9th agrees to pay the regular event **cancellation fee of \$500.**

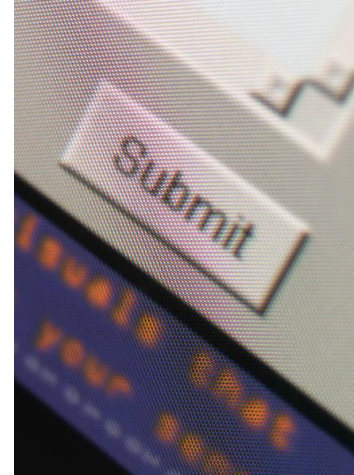
If you have any questions about stipends or expense reimbursements, please call (415) 239-3600 or email info@mpict.org.

APPLY TO ATTEND

To apply to attend the Mid-Pacific ICT Center Summer 2014 Faculty Development Week, please register at <http://events.r20.constantcontact.com/register/event?oeidk=a07e979m76j43a3be3a&llr=pvd9yudab>.

You should receive an email communication back from us within 24 hours. If not, please call (415) 239-3600 or email info@mpict.org.

Registration is for qualified community college faculty in ICT related programs in the MPICT region, on a first-come/first-served, space available basis. Non-qualified registrations will be wait-listed and are not eligible for stipend or expense reimbursement but may be accepted at no fee on a space available basis.



OVERNIGHT ACCOMMODATIONS

This year, MPICT will not be paying for hotel rooms directly. A small block of rooms will be set aside at a Downtown San Francisco hotel for \$189/night. There are many options in San Francisco, and in surrounding communities accessible by BART. Please make and manage your own reservations. While we will be providing some hotel recommendations in the future, please don't feel like you have to wait.



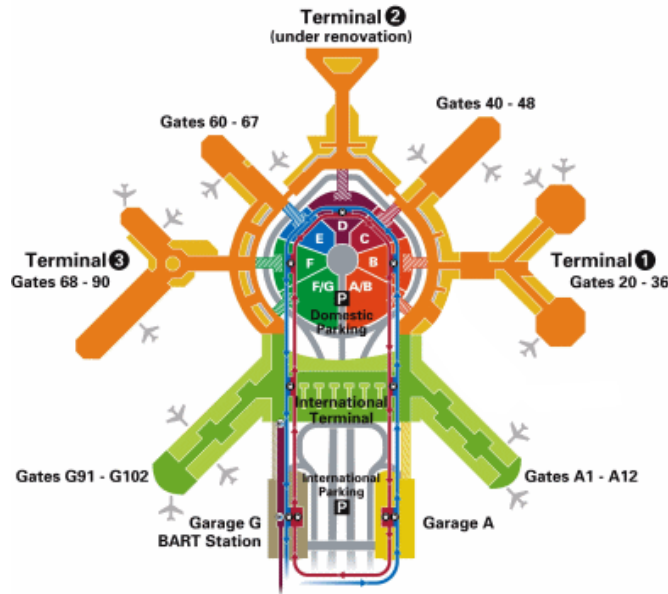
MAPS AND DIRECTIONS

From the [AIRPORT](#):

By car, (not recommended – parking is difficult and expensive)

By taxi (\$30) or by Shuttle Vans (\$16)

By Public Transportation (BART):



Take the free air train to Garage G/BART Station.

Take a (Bay Area Rapid Transit) **BART** Train to San Francisco.

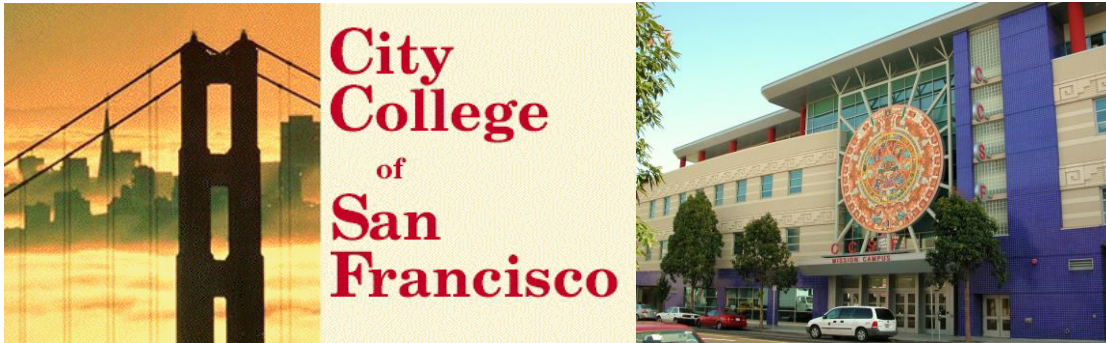
BART information and train schedules are available at www.bart.gov. (Trains run frequently)



MAPS AND DIRECTIONS

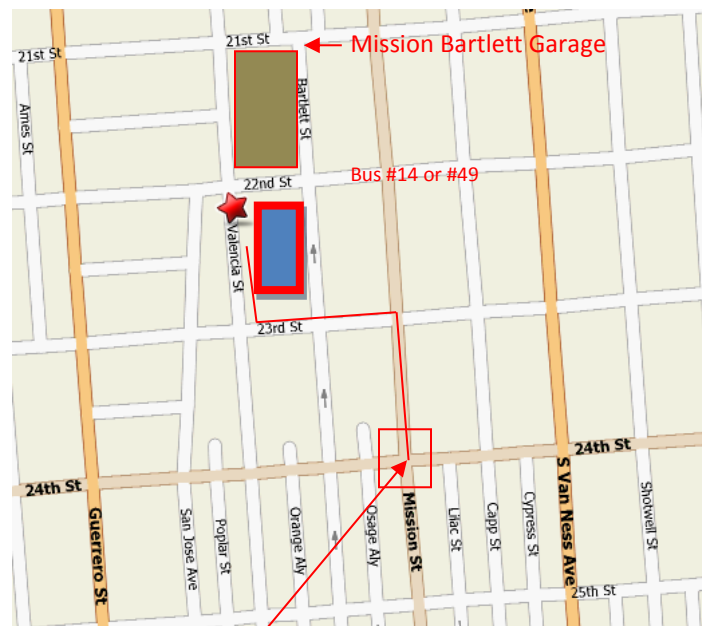
Exhibit C

City College of San Francisco, [Mission Campus](http://www.ccsf.edu/mission)
1125 Valencia Street, San Francisco, CA 94110, (415) 920-6000



DIRECTIONS TO THE CITY COLLEGE OF SAN FRANCISCO MISSION CAMPUS:

1125 Valencia St • San Francisco, CA 94110
415.920-6000 www.ccsf.edu/mission
(Opened February 2008 in ceremony featuring
Then U.S. Speaker of the House, Nancy Pelosi)



By BART:

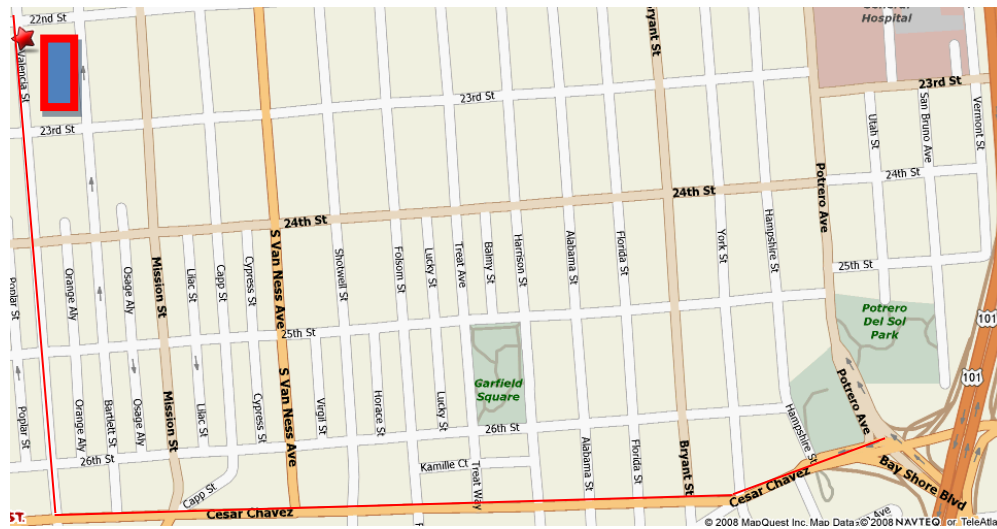
- Take BART to the **24th Street/Mission Street station**
- Walk 1 block north on Mission Street to 23rd Street
- Walk left 2 blocks west on 23rd Street to Valencia Street
- Walk right ½ block north on Valencia Street to the Mission Campus
- Take in the Central and South American culture along the way

By Bus:

- #14 or #49 to Mission/22nd Streets

By Car:

- From **Highway 101** North or South
- Take the **Cesar Chavez** exit **west** for about 12 blocks
- Cross S. Van Ness and Mission Streets
- Turn **Right on Valencia Street**
- Turn **Right** after 6 blocks on **21st Street**
- The **Mission Bartlett Garage** is immediately on the right at 3255 21st Street (415) 821-6715
- Walk ½ block south on Valencia Street to the campus



For information on San Francisco, start with http://en.wikipedia.org/wiki/San_Francisco.

For information on San Francisco's Mission District, start with http://en.wikipedia.org/wiki/Mission_District.

Weather:

Please bring a variety of clothing.

The weather could be anything from 85 and sunny to foggy and 60.

(We're working on 75 and sunny ☺)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: May 12, 2014
Re: Approval of Sub-Agreements between RSCCD and South Orange County Community College District and Orange County Superintendent of Schools for the Youth Entrepreneurship Program	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a Youth Entrepreneurship Program (YEP) grant by the California Community Colleges Chancellor's Office, Economic and Workforce Development Career Technical Education Division to provide programs that encourage youth ages 14 – 27 to consider entrepreneurship as a viable career path and to engage in entrepreneurship training and development. RSCCD's YEP is aligned with its Business Entrepreneurship Center, which serves Los Angeles and Orange County and the Inland Empire. Assigning YEP program expansion through partnerships with local colleges and high schools enables the Project Director to address the objectives of both the BEC and YEP, and serve its multi-county area.

ANALYSIS

The enclosed sub-agreements with South Orange County Community College District on behalf of Irvine Valley College, and Orange County Superintendent of Schools on behalf of Central Orange County Career Technical Education Partnership (CTEp) are to expand the YEP program and to prepare and implement creative entrepreneurial education projects.

Sub-agreement performance period: 5/1/14 – 6/30/14

- OC Superintendent of Schools Contact #DO-14-2301-03 \$16,500 (Grant #12-172-051)

Sub-agreement performance period: 5/26/14 – 6/30/14

- South Orange County CCD Contract #DO-14-2301-04 \$18,500 (Grant #12-172-051)

The project administrator is Enrique Perez and the project director is Maricela Sandoval.

RECOMMENDATION

It is recommended that the Board approve these sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$35,000	Board Date: May 12, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Orange County Superintendent of Schools***

This grant sub-agreement (hereinafter “**Agreement**”) is entered into this 12th day of May 2014, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Orange County Superintendent of Schools on behalf of *Central Orange County Career Technical Education Partnership (CTEp)* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded the “Youth Entrepreneurship Program” grant #12-172-051 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this **Grant**; and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this **Agreement** and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this **Agreement** shall be from May 1, 2014, through June 30, 2014.
3. Total Cost
The total cost to **RSCCD** for performance of this **Agreement** shall not exceed \$16,500 USD.
4. Payment
Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the

Statement of Work, Exhibit A. Submit invoice(s) referencing the **Agreement** contract number (refer to footer) to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report and deliverables to the Project Director via email by or on July 15, 2014. See Exhibit A for deliverables and Exhibit B for a description of the final report content.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all **Grant** requirements and that it is solely responsible for the appropriate expenditure of all **Grant** funds received and for any misappropriation or dis-allowment of **Grant** funds.

7. Time Extensions

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, **SUBCONTRACTOR** will not be granted an extension. Therefore, **SUBCONTRACTOR** must spend all of the funds allocated through this **Agreement** within the timeframe of the **Agreement**. Under this **Agreement**, **SUBCONTRACTOR** will only be reimbursed for expenses that are incurred prior to **June 30, 2014**.

8. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this **Agreement** shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this **Agreement**. **SUBCONTRACTOR** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines. **SUBCONTRACTOR** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this **Agreement** **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this **Agreement**.

10. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

11. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this **Agreement**.

12. Mutual Indemnification

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

13. Termination

Either party may terminate this **Agreement**, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this **Agreement** are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this **Agreement** remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

14. Notices

All notices, reports and correspondence between the parties hereto respecting this **Agreement** shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
sandoval_maricela@rsccd.edu
(714) 564-5533

SUBCONTRACTOR: Orange County Superintendent of Schools
Renee Hendrick
Assistant Superintendent,
Division of Administrative Services
(714) 966-4448
rhendrick@ocde.us

200 Kalmus Dr.
Costa Mesa, CA 92626

Diana S. Schneider
Senior Director, CTEp-OCDE
OC Department of Education
(714) 966-3538
dschneider@ocde.us

2323 N. Broadway, Suite 301
Santa Ana, CA 92706

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the **Agreement**, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this **Agreement** by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this **Agreement** in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this **Agreement** to be executed as of this 12th day of May 2014.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Orange County
Superintendent of Schools

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 12, 2014

Exhibit A



On behalf of the Youth Entrepreneurship Program, the Orange County Department of Education's Career Technical Education Partnership (CTEp) will build high school pathways in business to benefit students ages 14-18. Efforts will include the following:

- A. Identify Business Pathways & Sequence of Courses
 - a. Business & Finance Pathway
 - b. Business Law Pathway
 - c. Global Business Pathway
 - d. Sales & Marketing Pathway
- B. Identify & Develop New Courses Needed for Pathways
 - a. Principles of Accounting, **ACCT 010** (Accounting)
 - b. Intro to Business, **BUS 100** (Business Administration)
 - i. Develop a new year-long course which would articulate with the Introduction to Business course (BUS 100) at Santa Ana College.
 - ii. Development will include lesson plans, projects, assessments, etc.
 - iii. Organize the course and post all materials, projects, assessments and lesson plans onto an online system (free) to support schools in three delivery options:
 - 1. Traditional Classroom, Online Classroom, or a combination of the two in a Hybrid Classroom.
- C. Identify, Modify & Update Existing Courses for Pathways
 - a. Business Office Skills
 - i. Update lesson plans
 - ii. Update course materials and assessments
 - b. QuickBooks 1/QuickBooks 2
 - i. Write Course Outline To Align with ACCT 035
 - ii. Develop course materials, lesson plans, projects, assessments, etc.
- D. Articulate courses with Santa Ana College
 - a. Intro to Accounting, **ACCT 010**
 - b. Quickbooks, **ACCT 035**
 - c. Intro to Business, **BUS 100** (Business Administration)
 - d. **BUS 179/180** (Business Computing MOS Certification)
- E. Develop Marketing Materials for pathways
 - a. Posters for classrooms, etc.
 - b. Brochures for Business Pathway Program
- F. Deliverables
 - a. Submit curriculum outlines and resources used to develop new courses
 - i. Principles of Accounting (**ACCT 010**, Intro to Accounting)
 - ii. Intro to Business (**BUS 100**, Business Administration)

Revised 5-1-14

Exhibit A

F. Deliverables

- a. Submit curriculum outlines and resources used to develop new courses
 - i. Intro to Accounting, **ACCT 010** (QuickBooks 1)
 - ii. Intro to Business, **BUS 100** (Business Administration)
 - iii. Intro to Microsoft Office, **BUS 179** (Business Computing MOUS Certification)
 - iv. Intro to Microsoft Office, **BUS 179** (Business Computing MOUS Certification)
- b. Submit updated curriculum and resources for:
 - i. Business Office Skills
 - ii. QuickBooks 1
 - iii. QuickBooks 2
- c. Submit articulation agreements with Santa Ana College for:
 - i. Intro to Accounting, **ACCT 010** (QuickBooks 1)
 - ii. Intro to Business, **BUS 100** (Business Administration)
 - iii. **BUS 179** (Business Computing MOUS Certification)
- d. Submit marketing materials created for pathways
 - i. Posters
 - ii. Brochures
- e. Submit all deliverables by **July 15, 2014**.

G. Staffing and Coordination with RSCCD YEP Headquarters

- a. Assign a faculty/staff member from CTEp to coordinate efforts and report to YEP Headquarters (RSCCD).

H. Timeline

- a. Activities will be conducted from May 1, 2014 through June 30, 2014

Exhibit B

Final Report
May-June 2014
YEP/CTEp Business Pathway Project



Program Development

1. Please describe (i.e., purpose, content) the pathway program(s) developed.
2. Why was this project pertinent to the high school students in your area?
3. What topics were covered in the design of this project?
4. What other student learning tools were created to deliver the YEP project?
5. What were the best success stories for partnership development?
6. What challenges did you face and lessons did you learn while developing and designing the YEP project?
7. Describe how you incorporated the following curriculum elements into your YEP project:
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Articulations and Partnerships

1. Please list the partner organizations utilized in operating your YEP:

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*South Orange County Community College District***

This grant sub-agreement (hereinafter “**Agreement**”) is entered into this 12th day of May 2014, between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the South Orange County Community College District on behalf of *Irvine Valley College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded the “Youth Entrepreneurship Program” grant #12-172-051 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations; and

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this **Grant**; and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibits A and B. **SUBCONTRACTOR** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this **Agreement** and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this **Agreement** shall be from May 26, 2014, through June 30, 2014.
3. Total Cost
The total cost to **RSCCD** for performance of this **Agreement** shall not exceed \$18,500 USD.
4. Payment
Total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the

Statement of Work, Exhibits A and B. Submit invoice(s) referencing the **Agreement** contract number (refer to footer) to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report and deliverables to the Project Director via email by or on July 15, 2014. Refer to Exhibits A and B for deliverables and Exhibit C for a description of the final report content.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all **Grant** requirements and that it is solely responsible for the appropriate expenditure of all **Grant** funds received and for any misappropriation or dis-allowment of **Grant** funds.

7. Time Extensions

RSCCD will not be requesting a time extension for program activities from the California Community Colleges Chancellor's Office. As a result, **SUBCONTRACTOR** will not be granted an extension. Therefore, **SUBCONTRACTOR** must spend all of the funds allocated through this **Agreement** within the timeframe of the **Agreement**. Under this **Agreement**, **SUBCONTRACTOR** will only be reimbursed for expenses that are incurred prior to **June 30, 2014**.

8. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

9. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this **Agreement** shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this **Agreement**.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this **Agreement** **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this **Agreement**.

10. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

11. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this **Agreement**.

12. Mutual Indemnification

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

13. Termination

Either party may terminate this **Agreement**, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this **Agreement** are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this **Agreement** remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

14. Notices

All notices, reports and correspondence between the parties hereto respecting this **Agreement** shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
sandoval_maricela@rsccd.edu
(714) 564-5533

SUBCONTRACTOR: South Orange County Community College District
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
(949) 582-4664
dfitzsimons@socccd.edu

28000 Marguerite Parkway
Mission Viejo, California 92692-3635

Dr. David Gatewood
Dean, Irvine Valley College
School of Business Sciences and School of The Arts
(949) 451-5650
dgatewood@ivc.edu

5500 Irvine Center Dr
Irvine, CA 92618

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the **Agreement**, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this **Agreement** by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the **Grant** is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this **Agreement** in any manner, **RSCCD** may modify this **Agreement** through an amendment, as needed.

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

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this **Agreement** to be executed as of this 12th day of May 2014.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: South Orange County
Community College District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 12, 2014

Exhibit A



As part of ongoing work through the Applied Learning, Innovation, and Service initiative, Irvine Valley College will develop a Youth Entrepreneurship Program for students ages 14-27 with a focus on growth industry sectors. Efforts will include the following:

- A) Program design
 - a. Develop a plan that includes curriculum materials, content, and resources for an entrepreneurship initiative that will lead to a Fast-Pitch competition in key industry sectors, including:
 - i. Information Technology/Integrated Media Arts;
 - ii. Arts Media & Entertainment/Freelance Performing & Visual Artists and Technicians;
 - iii. Public Services/Legal & Paralegal Services;
 - iv. Finance & Business/Online Retail Sales;
 - v. Finance & Business/Not-for-Profit and Social Enterprise; and
 - vi. Engineering & Design/Product Development
 - b. Program format will:
 - i. include in-person seminars and explore virtual program/content delivery
 - ii. take audience demographics (ages 14-27) into consideration
 - c. Develop a plan to sustain entrepreneurship efforts at Irvine Valley College
 - i. Include outreach plan for partners, supporters, and contributors including coaches and judges
 - ii. Engage local businesses owners, alumni, and local entrepreneurs for advisory board
- B) Partnership Development
 - a. Outreach to regional partners to enlist participation and support (outreach and coaching) including but not limited to:
 - i. Local businesses
 - ii. Non-profit organizations
 - iii. K-12 school districts
 - iv. ROP's
- C) Recruitment & Marketing Activities
 - a. Creation of marketing materials to attract participants from Irvine Valley College and regional high schools, colleges, and community at large
 - i. Brochures, flyers, website updates, social media campaigns, or the like
- D) Products
 - a. Create curriculum outlines and resources used to develop entrepreneurship seminars in key industry sectors:
 - i. Information Technology/Integrated Media Arts;
 - ii. Arts Media & Entertainment/Freelance Performing & Visual Artists and Technicians;
 - iii. Public Services/Legal & Paralegal Services;

Exhibit A

- iv. Finance & Business/Online Retail Sales;
 - v. Finance & Business/Not-for-Profit and Social Enterprise; and
 - vi. Engineering & Design/Product Development.
- b. Topics may include:
- i. Entrepreneurial Mindset
 - ii. Concept/Idea Generation
 - iii. Business Planning
 - iv. Sales
 - v. Marketing
 - vi. Networking/Team Development
 - vii. Market Research
 - viii. Presentation Skills
- c. Create outlines and resources used for fast pitch competition planning
- d. Create marketing materials used for recruitment and outreach, including flyers and social media campaign samples
- E) Reporting & Deliverables
- a. Submit curriculum outlines and resources used to develop the industry-sector focused entrepreneurship seminars
 - b. Submit outlines and resources used for fast pitch competition planning
 - c. Submit marketing materials used for recruitment and outreach, including flyers and social media campaign samples
 - a. Submit final report electronically per final report template (provided) by **July 15, 2014** including:
 - i. Links to social media marketing campaign (if any)
 - ii. Links to any other virtual material created by staff, faculty, or students including videos, slide shows, PowerPoint presentations, or the like.
 - b. Submit deliverables by **July 15, 2014**:
 - i. curriculum outlines and resources used for seminar sessions planning
 - ii. curriculum outlines and resources used for fast-pitch competition planning
 - iii. marketing materials created for program promotion
 - iv. Names, titles, and email contacts for recruited members of advisory group
- F) Branding
- a. Display YEP logo on website, brochures, handouts, posters, and all other marketing materials together with the CCCCCO *Doing What Matters* logo (provided)
- G) Staffing and Coordination with RSCCD YEP Headquarters
- a. Assign a faculty/staff member to coordinate YEP efforts at IVC and report to YEP Headquarters (RSCCD).
- H) Timeline
- a. Activities will be conducted from May 26, 2014 through June 30, 2014.

Exhibit B



As part of ongoing work through the Applied Learning, Innovation, and Service initiative, Irvine Valley College will create supplemental curriculum materials to support regional efforts on behalf of the Youth Entrepreneurship Program with a focus on paralegal entrepreneurial training.

A) Program design

- a. Develop a plan that includes curriculum materials, content, and resources for an entrepreneurship initiative focused on paralegal training
 - i. Program format may include the development of videos, manuals, and in-person seminars
 - ii. Program design will take audience demographics (ages 14-27, community college students) into consideration
 - iii. Include outreach plan for partners, supporters, and contributors including creation of an advisory group

B) Partnership Development

- a. Outreach to local business, regional partners, and non-profit organizations in the legal/business services industries to enlist participation and support that will advance students' skills and opportunities, including but not limited to:
 - i. Participation in advisory board
 - ii. Guest lectures
 - iii. Internship opportunities

C) Products

- a. Create curriculum outlines, intake forms, and/or manuals with content and resources used to develop the supplemental material for paralegal, management, and business courses, including but not limited to:
 - i. Entr 222: Business Structure and Legal Requirements
 - ii. Lgl 208: Wills, Trusts, & Estates
 - iii. Lgl 209: Bankruptcy
 - iv. Lgl 210: Intellectual Property
 - v. Lgl 220: Family Law
 - vi. Lgl 221: Social Media & the Law
 - vii. Mgt 12A: Legal Environment Of Business
- b. Supplemental materials will cover topics relevant to:
 - i. Small Claims
 - ii. Landlord/Tenant Agreements
 - iii. Divorce filing
 - iv. Contract Review
 - v. Business Incorporation
 - vi. Business Tax Structures
- c. Create marketing materials used for recruitment/outreach, including flyers, brochures, or the like.

Exhibit B

D) Reporting & Deliverables

- a. Submit curriculum intake forms, and/or manuals used to develop the entrepreneurship initiative focused on paralegal training
- b. Submit contact information for advisory board participants, including participant titles and organizations represented
- c. Submit marketing materials used for recruitment and outreach, including flyers and brochures
- a. Submit final report electronically per final report template (provided) by **July 15, 2014** including:
 - i. Links to any other virtual material/resources utilized or created
- b. Submit deliverables by **July 15, 2014**:
 - i. curriculum outlines intake forms, and/or manuals developed
 - ii. contact information for advisory board participants
 - iii. marketing materials created for program promotion

E) Branding

- a. Display YEP logo on website, brochures, handouts, posters, and all other marketing materials together with the CCCC *Doing What Matters* logo (provided)

F) Staffing and Coordination with RSCCD YEP Headquarters

- a. Assign a faculty/staff member to coordinate YEP efforts at Irvine Valley College and report to YEP Headquarters (RSCCD).

G) Timeline

- a. Activities will be conducted from May 26, 2014 through June 30, 2014.

Exhibit C

Final Report
May 26-June 30, 2014
YEP/Irvine Valley College



Program Development

1. Please describe (i.e., purpose, content) the YEP program developed.
2. Why was this project pertinent to the 14-27 year-old population in Orange County?
3. What topics were covered in the design of this project?
4. What other student learning tools were created to deliver the YEP project?
5. What were the best success stories for partnership development?
6. What challenges did you face and lessons did you learn while developing and designing the YEP project?
7. Describe how you incorporated the following curriculum elements into your YEP project:
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Articulations and Partnerships

1. Please list the partner organizations utilized in operating your YEP:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To: Board of Trustees	Date: May 12, 2014
Re: Approval of Privileges for Student Trustee	
Action: Request for Action	

BACKGROUND

Board Policy 2015 (formerly BP 9006) delineates the qualifications and responsibilities of the student trustee. In accordance with requirements contained in the Education Code, the board of trustees must take action on or before May 15 of each year to delineate the privileges of the student trustee for the following year, which begins June 1.

RECOMMENDATION

It is recommended that the Board of Trustees approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve on board committees.

Fiscal Impact: \$9,300	Board Date: May 12, 2014
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: May 12, 2014
Re: Adoption of Resolution No. 14-18 and Order of Biennial Trustee Election 2014 and Specifications of the Election Order	
Action: Request for Approval	

BACKGROUND

The terms of three of the current trustees expire on December 5, 2014:

- John R. Hanna Trustee Area 2
- Lawrence R. "Larry" Labrado Trustee Area 4
- Phillip E. Yarbrough Trustee Area 6

ANALYSIS

The attached resolution instructs the County Superintendent to consolidate the election of RSCCD Board members with the election to be held on Tuesday, November 4, 2014.

RECOMMENDATION

The administration recommends approval of Resolution No. 14-18 and Order of Biennial Trustee Election and Specifications of the Election Order.

Fiscal Impact: None	Board Date: May 12, 2014
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RESOLUTION NUMBER 14-18 – Biennial Trustee Election

Excerpt from the Journal of the Board of Trustees/Education of the Rancho Santiago Community College District of Orange County, State of California, for a regular meeting held on the 12th day of May, 2014, at 4:30 p.m. at which the following members were:

PRESENT: _____

ABSENT: _____

On motion of Member _____, seconded by Member _____, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSENT: MEMBERS _____

Certified a correct copy this 12th day of May, 2014.

Claudia C. Alvarez, Clerk
Rancho Santiago Community College District

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, California

Board of Trustees

Resolution No. 14-18

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 5, 2014, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 4, 2014.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 12th day of May, 2014.

Claudia C. Alvarez, Clerk

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees Office)

To: Board of Trustees	Date: May 12, 2014
Re: Approval of Board Legislative Committee Recommendation	
Action: Request for Action	

BACKGROUND

The Board Legislative Committee will meet on May 12, 2014, to review SB 850 (Block) – Public Postsecondary Education: Community College Districts: Baccalaureate Degree Pilot Program (2013-2014).

The Committee will provide a recommendation for action by the full board at the meeting.

RECOMMENDATION

It is recommended that the board approve the recommendation of the Legislative Committee regarding SB 850 (Block) – Public Postsecondary Education: Community College Districts: Baccalaureate Degree Pilot Program (2013-2014).

Fiscal Impact: None	Board Date: May 12, 2014
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Board Legislative Committee	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

May 12, 2014

REVISED PAGE

MANAGEMENT

Appointment

Coburn, Allison
Facilities Project Manager
Facility Planning, District Construction &
Support Services
Business Operations & Fiscal Services
District

Effective: May 19, 2014
Salary Placement: E-1 \$95,177.76/Year
(#CL14-0517#01)

Change of Title

Iannaccone, Judy
From: Director, Communications &
Publications
Human Resources & Educational Services
District Office

Effective: July 1, 2014
To: Director, Public Affairs &
Publications
Human Resources & Educational Services
District Office

FACULTY

Appointments

Axtell, Christina
Assistant Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 18, 2014
Tentative Salary Placement: II-3 \$57, 540.32
(#AC14-0352#01)

Diller, Jeffrey
Assistant Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 18, 2014
Tentative Salary Placement: II-3 \$57, 540.32
(#AC14-0352#02)

Rocke, Brandon
Assistant Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 18, 2014
Tentative Salary Placement: II-3 \$57, 540.32
(#AC14-0352)

Rehiring of Temporary Employees per E.C. 87470

Garnett, Susan
Assistant Professor/Coordinator, Adult
Secondary Education
CEC Continuing Education Division
Santa Ana College

Effective: August 18, 2014 – June 6, 2015
Salary Placement: III-15 \$89,787.11/Year
(No Coordinator Stipend)

FACULTY (CONT'D)

Rehiring of Temporary Employees per E.C. 87470 (cont'd)

Janio, Jaroslaw
Assistant Professor/Coordinator, ESL/
CASAS/El Civics
CEC Continuing Education Division
Santa Ana College
Effective: August 18, 2014 – June 6, 2015
Salary Placement: VII-15 \$100,445.76/Year
(No Coordinator Stipend)

Tashima, John
Assistant Professor/Coordinator, ESL
CEC Continuing Education Division
Santa Ana College
Effective: August 18, 2014 – June 6, 2015
Tentative Salary Placement: II-3 \$57,540.32/Year
(No Coordinator Stipend)

13/14 Contract Extension Days

Argo, Rosemary
Professor/Kinesiology
Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: July, 1 2013 – June 30, 2014
Contract Extension: 2 Days
Contract Extension Rate: \$556.35/Day

Leave of Absence

Fernandez, Nidia N.
Counselor
Continuing Education Division (CEC)
Santa Ana College
Effective: April 29, 2014 – August 25, 2014
Reason: Maternity Leave

Ratification of Resignations/Retirements

Rehm, Alice
Professor, Health Science/Nursing
Science, Math, & Health Services Division
Santa Ana College
Effective: June 7, 2014 (last day in paid status)
Reason: Retirement

Slager, Bonnie
Professor, Accounting
Business & Career Technical
Education Division
Santiago Canyon College
Effective: June 6, 2014 (last day in paid status)
Reason: Retirement

Vu, John
Professor/Coordinator, GEAR UP
Student Affairs
Santa Ana College
Effective: June 30, 2014 (last day in paid status)
Reason: Retirement

FACULTY (CONT'D)

Stipends

Galvan, Javier
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College
Effective: April 15, 2014
Amount: \$100.00
Reason: Curriculum Development
(Project #2074)

Gonzaga-Siguenza, Patricia
Professor/Counselor
CEC Continuing Education Division
Santa Ana College
Effective: April 28, 2014
Amount: \$1,000.00
Reason: Matriculation
(Project #2490)

Vercelli, Julia
Professor/Counselor
CEC Continuing Education Division
Santa Ana College
Effective: April 28, 2014
Amount: \$2,000.00
Reason: Matriculation
(Project #2490)

Part-time Hourly New Hires/Rehires

Candelaria, Keith A
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College
Effective: April 28, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Cohen, Herbert
Instructor, Computer Information Systems
Business & Career Technical Education Division
Santiago Canyon College
Effective: June 26, 2014
Hourly Lecture Rate: II-3 \$56.31

Conroy, Daniel J
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College
Effective: April 28, 2014
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.88

Gilbert, Cynthia
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: April 28, 2014
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

Henery, James A
Instructor, Fire Technology (equivalency)
Human Services & Technology Division
Santa Ana College
Effective: May 5, 2014
Hourly Lecture/Lab Rates: I-4 \$56.31/\$47.86

FACULTY (CONT'D)

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

Hirahatake, Kirstin
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College
Effective: April 28, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Macias, Victor A
Instructor, Global Business Entrepreneurship
Business Division
Santa Ana College
Effective: May 9, 2014
Hourly Lecture Rate: I-3 \$53.63

Mehr, Mihaela
Instructor, Modern Language/Italian
Humanities & Social Sciences Division
Santa Ana College
Effective: August 18, 2014
Hourly Lecture Rate: III-3 \$59.12

Minjares, Linda
Instructor, Fashion Design & Merchandising
Human Services & Technology Division
Santa Ana College
Effective: August 18, 2014
Hourly Lecture/Lab Rates: I-3 \$56.63/\$45.58

Mitchell Steven
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: April 28, 2014
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

Ortiz, Cynthia C
Substitute Associate Teacher
Child Development Services
District Office
Effective: May 01, 2014
Hourly Rate: I-1 \$13.00

Romero, Christina R
Instructor, Global Business Entrepreneurship
Business Division
Santa Ana College
Effective: August 18, 2014
Hourly Lecture Rate: II-3 \$56.31

Thomas, Bryant
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: April 28, 2014
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

FACULTY (CONT'D)

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

Truong, Dalat
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College

Effective: May 5, 2014
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

Ubierna, Ana L
Instructor, Modern Language/Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture Rate: III-3 \$59.12

Yorba, Joseph
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: June 16, 2014
Hourly Lecture/Lab Rates: III-4 \$62.08/\$52.77

Non-paid Intern Service

Nguyen, Mary
Human Services Intern/Outreach
Student Services
Santa Ana College

Effective: May 13 – June 30, 2014
College Affiliation: CSU, Fullerton
Discipline: Human Services

Nguyen, Mary
Human Services Intern/Outreach
Student Services
Santa Ana College

Effective: July 1 – August 29, 2014
College Affiliation: CSU, Fullerton
Discipline: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
MAY 12, 2014**

CLASSIFIED

New Classification

Attachment #1

Curriculum Specialist

Grade 13

New Appointment

Gonzalez, Marbella
Business Services Coordinator
(CL14-0506) Educ. Services/ DMC

Effective: April 30, 2014
Grade 13, Step1 \$47,831.46

Ortiz, Brenda
Library Technician (CL14-0504)
Library Services/ SAC

Effective: May 1, 2014
Grade 9, Step 1 \$39,546.48

Out of Class Assignment

Ediss, Michael
Skilled Maintenance Worker/ Admin.
Services/ SAC

Effective: 04/01/14 – 06/30/14
Grade 11, Step 2 + 7PG (3500)
\$48,831.04

McAdam, Justin
Gardener/Utility Worker/ Admin. Services/
SAC

Effective: 04/01/14 – 06/30/14
Grade 8, Step 2 \$39,869.91

Palomares, Maria
Sr. Custodian/Utility Worker/ Admin.
Services/ SAC

Effective: 04/01/14 – 06/30/14
Grade 7, Step 5 \$44,410.49

Leave of Absence

Gaytan, Rafaela
Child Dev. Cook/Nutrition Spec./ CEC

Effective: 05/12/14 – 07/07/14
Reason: FMLA

CLASSIFIED HOURLY

New Appointments

Garcia, Patricia
Instructional Assistant (CL14-0493)
School of Continuing Education/SAC

Effective: April 23, 2014
Up to 19 Hours/Week School Session
Grade 5, Step A + 2.5%Bil \$16.62/hour

Out of Class Assignment

Barker, Hillary
Administrative Clerk/ Fire Tech/ SAC

Effective: 03/19/14 – 06/30/14
Grade 10, Step A \$19.80/Hour

Leave of Absence

Solorzano, Vanessa
Instructional Assistant/ Math & Science/
SCC

Effective: 04/25/14 – 06/06/14
Reason: Maternity Leave

TEMPORARY ASSIGNMENT

Arnold, Karla
Sr. Clerk/ Child Dev. Services/ District

Effective: 05/13/14 – 06/30/14

Additional Hours for On Going Assignment

Furlong Diaz, Linda
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 03/11/14 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Godoy, Giovanni
Custodian/ Admin. Services/ SAC

Effective: 04/01/14 – 06/30/14

Quiroz, Leticia
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 03/11/14 – 06/30/14
Not to exceed 19 consecutive days in any
given period.

Sanchez, Martha
Custodian/ Admin. Services/ SAC

Effective: 04/01/14 – 06/30/14

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective March 11 – April 10, 2014

Gorman, Ron	Amount: \$ 387.16
Hammonds, Elvin	Amount: \$ 1,000.00
Hardy, Kamilia	Amount: \$ 668.16
Hogue, Tom	Amount: \$ 1,250.20
Jackson, Michelle	Amount: \$ 58.66
Kibbe, Joseph	Amount: \$ 740.00
Klabacha, Lindsey	Amount: \$ 245.00
Krusemark, LeeAnne	Amount: \$ 262.38
Krusemark, LeeAnne	Amount: \$ 257.19
Longobart, Rick	Amount: \$ 464.58
Mack, Karen	Amount: \$ 307.98
Mikhail, Sameira	Amount: \$ 282.00
Mora, Elaine	Amount: \$ 40.72
Neal, Phyllis	Amount: \$ 210.00 (SCC)
Neal, Phyllis	Amount: \$ 210.00 (SAC)
Nolasco, Jeffrey	Amount: \$ 120.00
O'Connell, Jalon	Amount: \$ 51.51
Pagones, Kim	Amount: \$ 175.39
Potter, John	Amount: \$ 562.50
Rivera, Rodrigo	Amount: \$ 177.47
Sobel, Barbara	Amount: \$ 122.06

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION
SANTA ANA, CALIFORNIA**

Attachment #1
MAY 2014

CURRICULUM SPECIALIST

CLASS SUMMARY

Under general supervision, provides administrative support involving the coordination of curriculum and instruction functions with academic integrity; edit and update college catalog; compile and maintain curricular information in the student information system, curriculum management system and the State curriculum inventory; maintain curricular changes and act as a liaison for MIS reporting; required to exercise some independent judgment; assumes and performs related duties and responsibilities as required.

REPRESENTATIVE DUTIES

Serve as a non-voting member on assigned curriculum and instruction committees and councils; act as a resource to monitor course and program curricula throughout the approval process; review proposals for completeness, formatting, spelling and grammar; Provide administrative and technical expertise for college curricula while adhering to established policies and procedures; prepare user guides and other training documentation; conduct training sessions for faculty, administrators and staff related to automated curriculum databases and management systems.

Prepares agendas, calendars, correspondence, meetings, minutes, reports and statistical records; Audit, enter and validate course, program and articulation data elements into various software programs including the student information system, curriculum management system and the State curriculum inventory while adhering to State and District policies and procedures; maintain curriculum records and a variety of historical documents relating to curriculum and instruction; Maintain and update the curriculum management system; act as a liaison with assigned vendors; develop systems, processes and administrative reports; report issues in vendor's software; and provide follow-up with vendor; Provide support and technical expertise for college curricula in State Chancellor's Office curriculum inventory; submit new, revised and deactivated proposals for courses and programs; attend online training and conferences; conduct training sessions for faculty, administrators and staff; Coordinate, edit, maintain and produce content for college catalog, databases and timelines according to College processes, Board policies, state and federal requirements; serve as secretarial support to assigned committees, councils and task forces; Collaborate with sister college and District IT Services; review and correct error reports on State Management Information System (MIS) submissions; coordinates scheduling timeline with District support systems; Research, report and disseminate information to college and District administrators; Train, direct and coordinate the work of clerical personnel.

ORGANIZATIONAL RELATIONSHIPS

This class reports to designated administrator or supervisor, and may be responsible for determining work flow to lower grade positions or for resolving factual or procedural questions.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION
SANTA ANA, CALIFORNIA
MAY 2014**

CURRICULUM SPECIALIST cont'd

DESIRABLE QUALIFICATION GUIDE

Training and Experience

Any combination of training and/or experience equivalent to a B.A./B.S. degree or equivalent and four years of increasingly responsible administrative experience in a college instructional office including one year of work involving independent responsibility in coordinating complex operating systems.

Knowledge and Abilities

Knowledge of: Administrative organizations and functions of community colleges and the State Chancellor's Office;

- Pertinent federal, state, and local laws, codes, and regulations relating to curriculum and instruction;
- Procedures and standards for course, program and policy approval;
- Principles and procedures of record keeping and the ability to devise record keeping and reporting systems for local, federal and State laws, codes and regulations;
- College and District policies relating to curriculum and program development;
- Support systems (e.g., Academic Divisions, Scheduling Office, Graphic Communication, Reprographics, and Information Systems/ITS);
- Basic research methods and collection of statistical data;
- College, District, state and federal government reports;
- Information technology procedures, terminology and operations;
- Office methods, procedures and equipment, including computers and applicable software applications such as word processing, spreadsheets and databases.

Ability to:

- Coordinate and organize a wide variety of material from many different sources;
- Work cooperatively with various levels of responsibility and authority;
- Perform responsible and difficult work involving the use of independent judgment and personal initiative;
- Plan, organize and complete assignments to meet deadlines with minimum supervisory direction;
- Perform technical work related to curriculum and instruction.

Skills:

- Must complete keyboarding, clerical (filing names) and software skills evaluation. Screening Committee will use results as one of the selection criteria.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: May 12, 2014
Re: Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA).	
Action: Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) was presented for information and public review at the April 28, 2014 Board of Trustees meeting. A public hearing on this proposal was scheduled for the May 12, 2014 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA).

Fiscal Impact: None	Board Date: May 12, 2014
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 Rodriguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)
April 28, 2014**

Article 11 – Wages and Hours

Maintain current salary schedule.

Revise hours of assignment limits to ensure compliance with IRS guidelines pertaining to part-time employment.

Article 12 – Assignments

Revise assignment and vesting language to ensure compliance with IRS guidelines pertaining to part-time employment.