

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, March 28, 2011
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of March 14, 2011 Action

1.6 Approval of Consent Calendar Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings
- 2.6 Informational Presentation on the Budget
- 2.7 Informational Presentation on the Santa Ana-Garden Grove Fixed Guideway Project

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
 - f. Educational Administrator Appointments
 - (1) Dean
 - (2) Assistant Dean
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
- Approval of Employment Agreements
 - Approval of Changes of Assignments
 - Approval of End of Coordinator Assignments
 - Approval of Stipends
 - Approval of Part-time/Hourly Hires/Rehires
 - Approval of Non-paid Intern Services
- 3.2 Classified Personnel Action
- Approval of Changes in Positions
 - Ratification of Resignations/Retirements
 - Approval of New Appointments
 - Approval of Out of Class Assignments
 - Approval of Temporary Assignments
 - Approval of Additional Hours for On Going Assignments
 - Approval of Miscellaneous Positions
 - Approval of Community Service Presents and Stipends
 - Approval of Volunteers
- 3.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Continuing Education Faculty Association (CEFA) Action
- The administration recommends approval of the amendments to the collective bargaining agreement with the Continuing Education Faculty Association.
- 3.4 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Proposed Revisions for 2011-2012 Santa Ana College (SAC) Catalog Action
- The administration recommends approval of the proposed revisions for the 2011-2012 SAC catalog.
- *4.2 Approval of Proposed Revisions for 2011-2012 Santiago Canyon College (SCC) Catalog Action
- The administration recommends approval of the proposed revisions for the 2011-2012 SCC catalog.

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

- *4.3 Approval of Santa Ana College Community Services Program for Summer 2011 Action
The administration recommends approval of the proposed SAC Community Services Program for Summer 2011.
- *4.4 Approval of Santiago Canyon College Community Services Program for Summer 2011 Action
The administration recommends approval of the proposed SCC Community Services Program for Summer 2011.
- *4.5 Approval of Communication Studies Degree for Transfer Action
The administration recommends approval of the proposed program as required by the California Community Colleges Chancellor's Office.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Transfers and Budget Increases/Decreases Action
The administration recommends approval of budget transfers, increases, and decreases during the month of February 2011.
- *5.3 Approval of Change Order #2 for Bid #1151 for Earthwork for the Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Athletic/Aquatic complex at SCC as presented.
- *5.4 Approval of Change Order #2 for Bid #1166 for Exterior Siding Replacement, Metal Work, and Painting at CEC Action
The administration recommends approval of change order #2 for Bid #1166 for Color New Company, Inc., for exterior siding replacement, metal work, and painting at CEC as presented.
- *5.5 Approval of Change Order #1 for Bid #1169 for Sewer and Gas Line Repairs at SAC Action
The administration recommends approval of change order #1 for Bid #1169 for Atlas Allied, Inc., for sewer and gas line repairs at SAC as presented.
- *5.6 Approval of Datatel Agreement Action
The administration recommends approval of migration from Oracle to Microsoft's SQL Server database management system as proposed by Datatel in the amount of \$93,725 as presented.

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

Board of Trustees (Regular meeting)

Monday, March 14, 2011

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Brian Conley. Other members present were Dr. David Chapel, Mr. John Hanna, Mr. Mark McLoughlin, Mr. Nathan Selvidge, Mr. Phillip Yarbrough, and Ms. Lisa Woolery. Mr. Larry Labrado arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Don Sneddon, Professor, Exercise Science, and Head Coach for Baseball at Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Mr. McLoughlin, and carried unanimously to approve an addendum to Item 3.1 (Approval of Management/ Academic Personnel), a revised page to Item 5.6 (Approval of the City of Orange Fees Associated with the Street Improvements along Santiago Canyon Road at Cannon Street for Santiago Canyon College [SCC]), an attachment to Item 5.11 (Approval of Division of State Architect Inspection Services - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking and Loop Road Extension Projects at SCC), and revised pages for Item 6.1 (Approval of Resource Development Items) and Item 6.2 (First Reading of New and Revised Board Policies).

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Yarbrough, and carried unanimously to approve the minutes of the regular meeting held February 22, 2011.

1.6 Approval of Consent Calendar

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

- 4.1 Approval of OTA Agreement Renewal – Huntington Hospital
The board approved the agreement with Huntington Hospital in Pasadena, California.
- 4.2 Approval of New OTA Agreement – Naval Medical Center, San Diego
The board approved the agreement with Naval Medical Center, San Diego in San Diego, California.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 5.2 Approval of Additional Architectural Services for Child Development Center at Santa Ana College (SAC)
The board approved additional services provided by Harley Ellis Devereaux in the estimated amount of \$9,350, as presented.
- 5.3 Approval of Name Change from Progressive Floor Covering, Inc., to Signature Commercial Floor Covering, Inc.
The board approved the name change from Progressive Floor Covering, Inc., to Signature Commercial Floor Covering, Inc., as presented.
- 5.4 Approval of Change Order #2, Bid #1165 for Roof Maintenance and Rain Gutter Repair at Centennial Education Center (CEC)
The board approved change order #2, Bid #1165 for Rite-Way Roof Corporation for roof maintenance and rain gutter repair at CEC as presented.
- 5.5 Approval of Additional Architectural Services for Humanities Building at Santiago Canyon College
The board approved additional services provided by LPA, Inc., in the amount of \$9,500 as presented.
- 5.6 Approval of City of Orange Fees associated with Street Improvements along Santiago Canyon Road at Cannon Street for Santiago Canyon College
The board approved the city's breakdown of the district's contribution for work associated with street improvements in the traffic study for the SCC Master Plan as presented.
- 5.7 Approval of Southern California Edison Signalization Project on Santiago Canyon Road at Santiago Canyon College
The board approved the traffic control and signalization project from Southern California Edison at Santiago Canyon Road at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

- 5.8 Approval of Change Order #2, Bid #1139 for Electric for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #2 for Bid #1139 for Dynalectric, Inc., for electric for the Athletic/Aquatic Complex at SCC as presented.
- 5.9 Approval of Change Order #1, Bid #1144 for Roofing for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #1, Bid #1144 for Troyer Contracting, Company, Inc., for roofing for the Athletic/Aquatic Complex at SCC as presented.
- 5.10 Approval of Change Order #1, Bid #1152 for Earthwork for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #1, Bid #1152 for Southern California Grading, Inc., for earthwork for the Athletic/Aquatic Complex at SCC as presented.
- 5.11 Approval of Division of State Architect (DSA) Inspection Services - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking and Loop Road Extension Projects at Santiago Canyon College
The board approved the contract with TYR-IOR Services to provide DSA mandated inspection services for the five above-mentioned projects at SCC and authorized the Vice Chancellor, Business Operations/Fiscal Services to sign the contract between TYR-IOR Services and RSCCD which has been approved by district's legal counsel as presented.
- 5.12 Approval of PlanNet Consulting Agreement
The board approved the consulting agreement for PlanNet Consulting in the amount of \$147,800 as presented.
- 5.13 Approval of Rose & Tuck Consulting Contract
The board approved the contract for consulting services with Rose & Tuck Consulting as presented.
- 5.14 Approval of Rejection of Bid #1171 – Storage Area Network Systems With a Virtual Storage Software Solution
The board approved rejecting the bid for Bid #1171 for Storage Area Network Systems with a Virtual Storage Software Solution and rebid as presented.

1.6 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

- Basic Skills Initiative (SAC & SCC) - *Augmentation* \$ 38,180
- Equality Employment Opportunity (EEO) Diversity Allocation Funds (District) \$ 12,781
- Matriculation – Credit (SAC) \$945,168
- Matriculation Non-Credit (CEC/OEC) – *Augmentation* \$ 66,415
- NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT²) – Year 1 (SAC) \$ 20,000
- Santa Ana Middle College High School – *Augmentation* (SAC) \$ 14,850
- Women’s Business Center, year 5 (District) \$150,000

1.7 Public Hearing – California School Employees Association Chapter 579 (CSEA) Initial Bargaining Proposal to the Rancho Santiago Community College District

There were no public comments.

Mr. Labrado arrived at this time.

1.8 Recognition of Staff/Students by Board of Trustees

The board recognized and congratulated Coach Sneddon for achieving his 1,000th win of SAC baseball games on March 14, 2011.

The board recognized Mr. Eduardo Cervantes, High School & Community Outreach Specialist at SCC; Ms. Karen Scott, Administrative Secretary, Fire Technology Department, at SAC; and Ms. Ruth Rodriguez, Senior Interpreter, Deaf/Hard of Hearing, at SAC; for their professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Nathan Selvidge provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Kevin Dilger, Student President, Santiago Canyon College
Ms. Nadia Lopez, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

2.6 Informational Presentation on the Budget

Mr. Hardash did not give a presentation on the budget since there was not an update regarding the State budget available at this time.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:25 p.m. to consider the following items:

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

4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

RECONVENE

The board reconvened at 6:19 p.m.

Closed Session Report

Mr. McLoughlin reported the board discussed the above-mentioned items, and there was no action taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Appointments
- Ratify Resignations/Retirements
- Approve Requests to Retreat to Faculty Assignments
- Approve Tenure Review Recommendations for 2011-2012
- Approve Additional Faculty Service Areas
- Approve Interim Assignments
- Approve STRS Reduced Workload Agreements
- Approve Stipends
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements

3.2 Classified Personnel – (cont.)

- Approve Temporary to Hourly On Going Assignments
- Approve Changes in Positions/Locations
- Approve Leaves of Absence
- Approve Temporary Assignments
- Approve Additional Hours for On Going Temporary Assignments
- Approve Substitute Assignments
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Authorization for Board Travel/Conferences

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

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

6.0 GENERAL

Item 6.1 (Approval of Resource Development Items) was approved as part of Item 1.6 (Consent Calendar).

6.2 First Reading of New and Revised Board Policies

The policies were presented for first reading as information.

6.3 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2011

It was moved by Dr. Chapel, seconded by Mr. Yarbrough, and carried unanimously to postpone action on this item.

6.4 Board of Trustees' Legislative Advocacy Report for January and February 2011

The legislative advocacy report was presented as information.

6.5 Reports from Board Committees

Mr. Labrado provided a report on the March 10, 2011, Board Facilities Committee meeting.

6.6 Board Member Comments

Mr. McLoughlin commended staff for efforts in recognizing classified staff at the meeting.

Mr. McLoughlin reviewed possible agenda items for an April meeting with Santa Ana Unified School District officials at Santa Ana College.

Mr. McLoughlin and Mr. Conley reported their plans to attend the Exclusive VIP Reception for the Hispanic Chamber on March 17.

Mr. Yarbrough reported that he participated in a meeting/tour of Middle College High School with administration and board members from Orange Unified School District on February 28. He also participated in a tour of Santa Ana College and expressed appreciation for the new child development center and baseball field.

Mr. Hanna commended Dr. Martinez on her support of the baseball program at SAC.

Mr. Hanna asked that a flyer be created with an analysis of the anticipated effects the campus would incur if additional revenue is not given to RSCCD. He asked this flyer be available to provide to legislators when board members meet with them.

Mr. Hanna thanked Dr. Rodríguez for the seven months of leadership he has provided the district.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on March 28, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 6:37 p.m.

Respectfully submitted,

Dr. Raúl Rodríguez
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: March 28, 2011



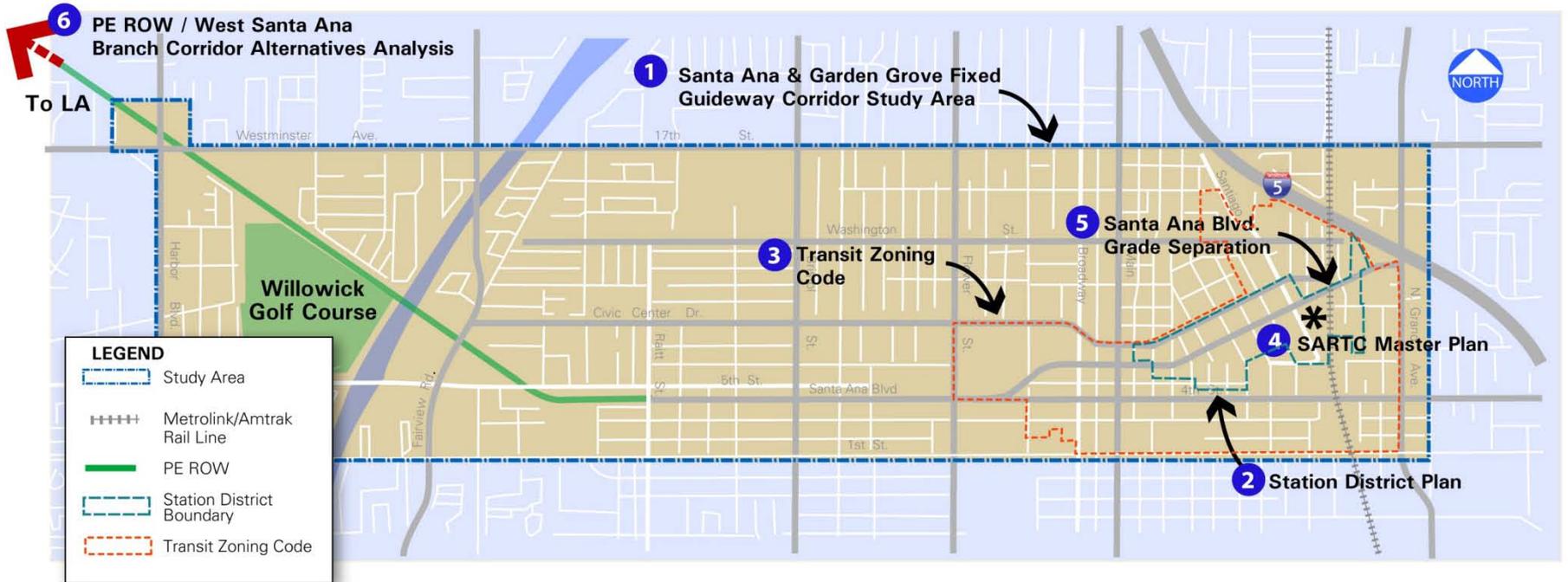
Santa Ana-Garden Grove Fixed Guideway Project

RSCCD Board of Trustees
March 28, 2011





Santa Ana Transit Vision





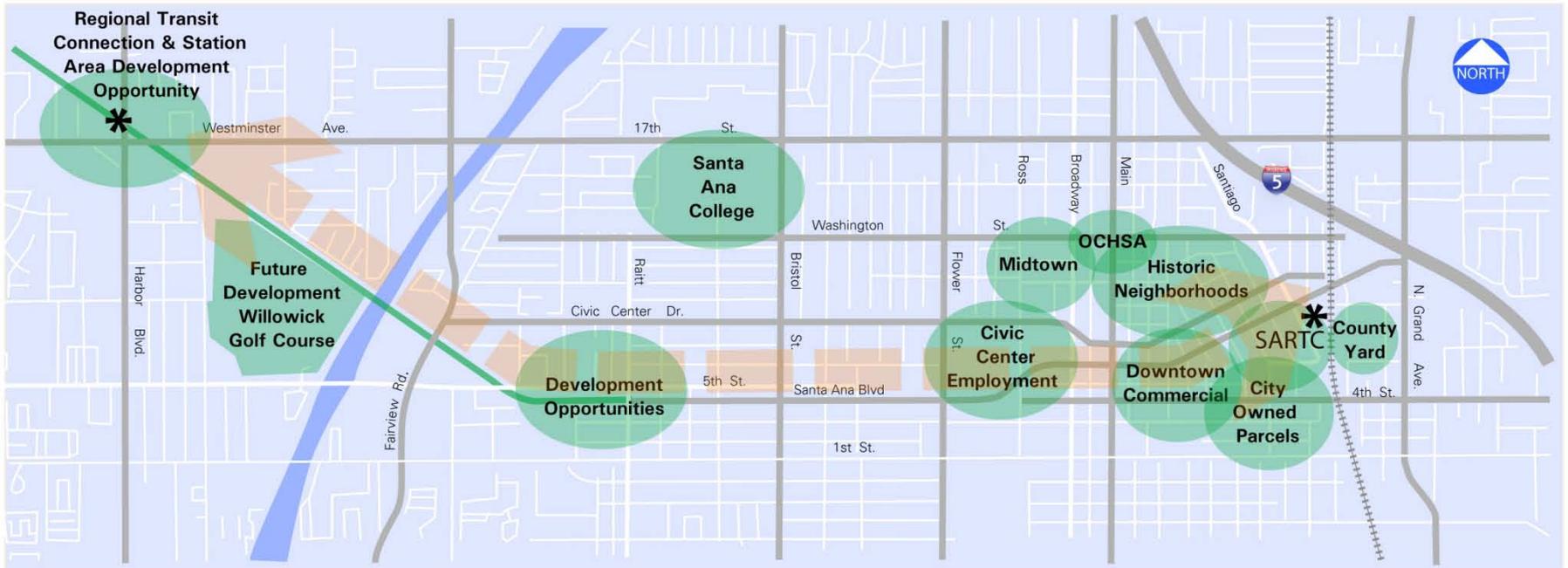
Benefits of a Fixed Guideway System



- ❖ Provide a safe, convenient and reliable public transportation option
- ❖ Spur economic development opportunities and create jobs
- ❖ Increase accessibility and livability in the heart of Orange County
- ❖ Promote sustainable and environmentally responsible transportation
- ❖ Serve as a link to destinations within and surrounding Santa Ana

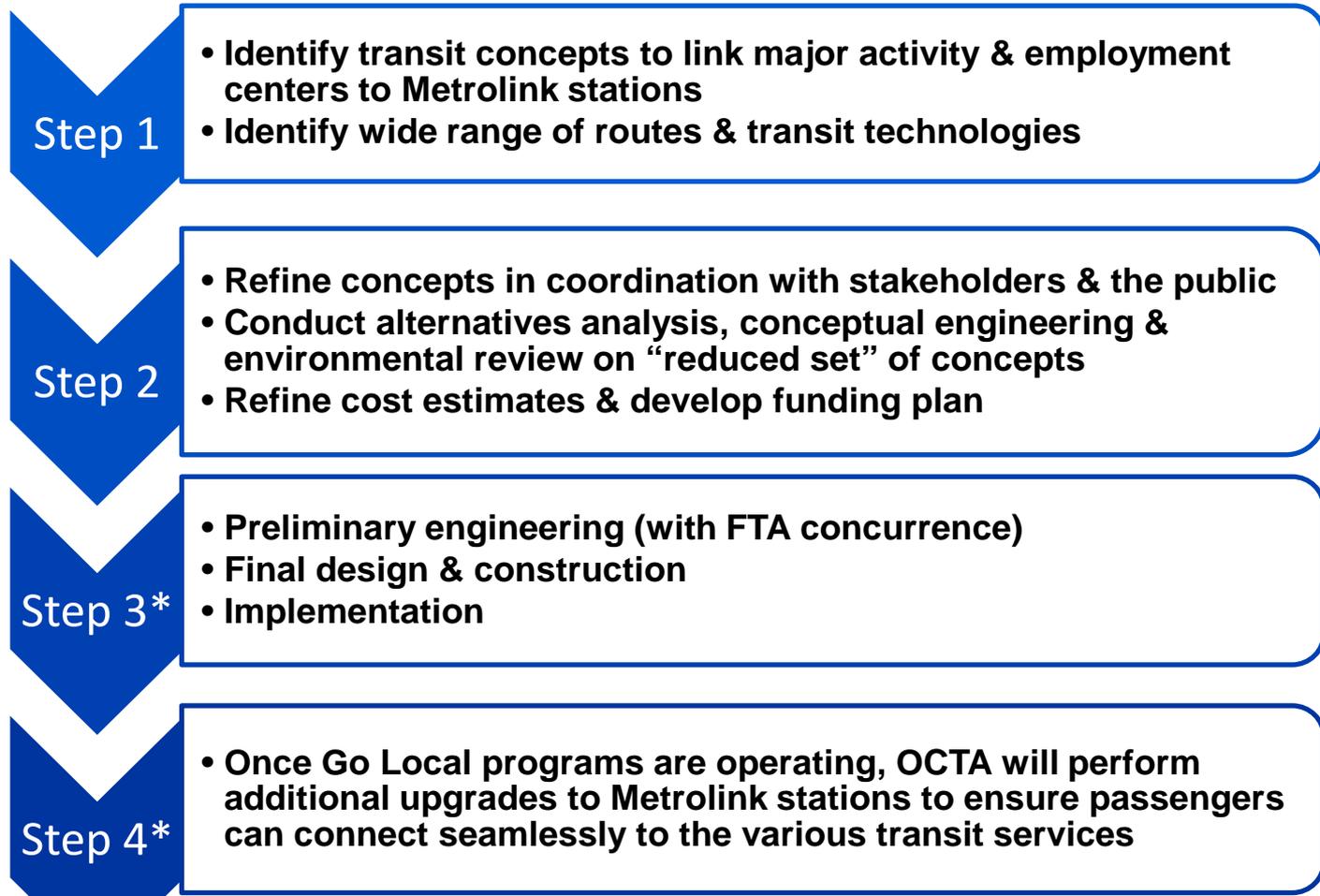


Connecting Neighborhoods, Businesses and Activity Centers





OCTA “Go Local” Process



We are here

*Steps 3 and 4 not yet funded



What We've Heard from the Public

- ❖ Strong overall support for streetcar vs. bus
- ❖ Differences of opinion regarding “best” alignment
- ❖ Downtown businesses are excited about streetcar and increased foot traffic
- ❖ Convenient connections to sites not directly on the route (e.g., SA College) are important
- ❖ Need to ensure pedestrian safety, especially near schools
- ❖ Want system completed in a timely manner
- ❖ Interest in learning more about project impacts and benefits





How Well Does Each Alignment Perform?

| SCREENING CRITERIA/ MEASURES OF EFFECTIVENESS | ALTERNATIVES EVALUATED | | | | |
|--|-----------------------------|---|---|---|--|
| | BRT 1 - CIVIC CENTER DR. | BRT 2 - SANTA ANA BLVD./ 5TH STREET | STREETCAR 1 - SANTA ANA BLVD./ 5TH STREET | STREETCAR 2 - SANTA ANA BLVD./ 4TH STREET | STREETCAR 3 - 3RD STREET/ 4TH STREET |
| Alternative provides service to City's adopted transit corridors | 0% | 29.8% | 33.9% | 27.0% | 29.5% |
| Number of residents within a 1/4 mile walking distance of proposed alignment (in thousands) | 43 | 43 | 45 | 42 | 42 |
| Number of employees within a 1/4 mile walking distance of proposed alignment (in thousands) | 26 | 27 | 27 | 26 | 25 |
| Would promote principles of "Livability" | Low | Low | High | High | High |
| Would serve transit-supportive land use | Low | Medium-High | High | Medium-High | Medium |
| Will be perceived as a significant long-term public investment in infrastructure by potential investors/developers | Medium | Medium | High | High | High |
| Total estimated capital cost | Low | Low | Medium | Medium | Medium |
| RECOMMENDED RANKING | 5th | 4th | 1st | 2nd | 3rd |



Top Technology Being Considered



Portland Streetcar



CPUC Compliant Streetcar

❖ Modern Streetcar

- Runs in street traffic or in exclusive guideway
- Electrically powered through single overhead wire
- Typical Vehicle Capacity: 50 seated, up to 100 standing



Reduced Set of Alternatives

❖ **No Build Alternative**

- Depicts what happens if project is not built
- No further transportation improvements beyond what has already been funded and committed through the year 2035.

❖ **Transportation Systems Management (TSM) Alternative**

- Explores what can be achieved with low level investments such as traffic signal synchronization
- Relatively inexpensive projects, operational improvements, or policy actions such as increases in existing bus service, improved signal timing, and incentives to carpooling.

❖ **Streetcar 1 along Santa Ana Blvd and 4th St**

❖ **Streetcar 2 along Santa Ana Blvd, Civic Center and 5th St**

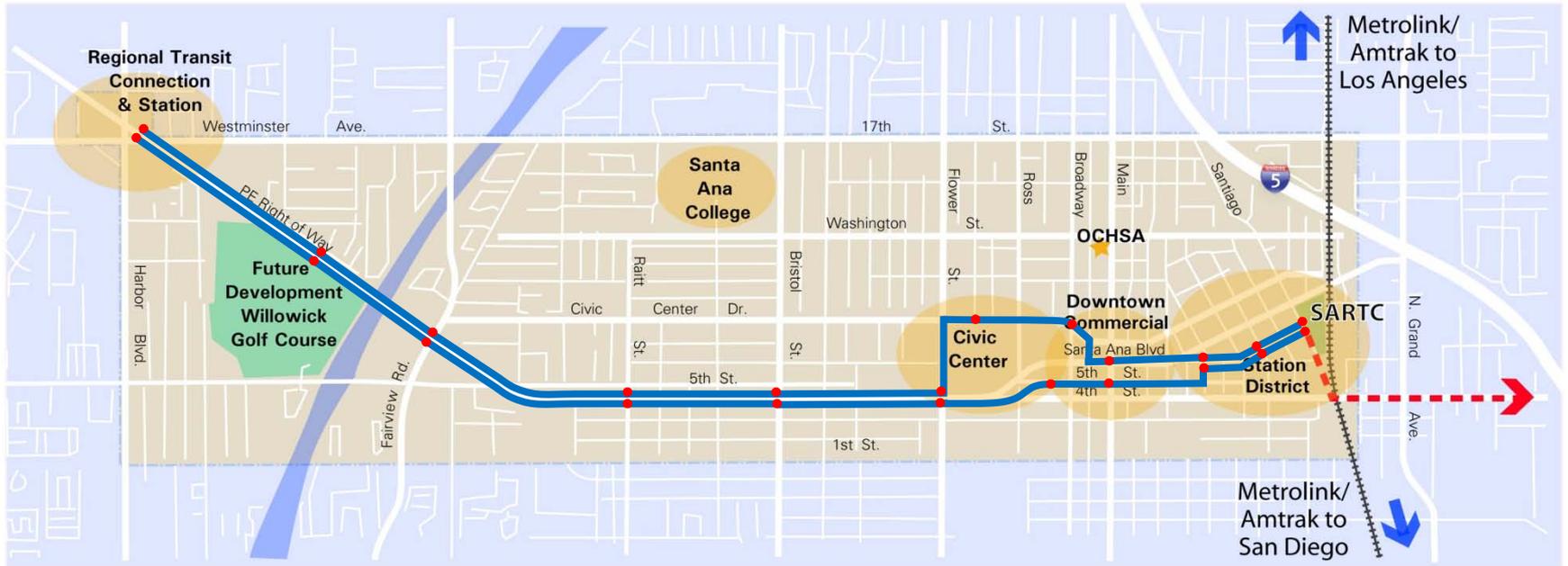


Streetcar 1 – Santa Ana Blvd./4th Street





Streetcar 2 – Santa Ana/Civic Center/5th St





4th Street Station at Main Street



4th Street at Sycamore St. (Looking West)



Civic Center Dr. near Flower St. (Looking East)





How Will the Preferred Alternative Be Selected?

- ❖ **Accessibility and Livability**
- ❖ **Economic Development, Transit Supportive Land Uses and Community Goals**
- ❖ **Environmental Responsibility and Sustainability**
- ❖ **Travel Benefits, Choice, and Reliability**
- ❖ **Cost Effectiveness and Financial Feasibility**



Next Steps

- | | |
|--------------------------------------|---|
| Summer 2010 - Spring 2011 | ❖ Detailed Evaluation of Reduced Set of Alternatives |
| Summer 2011 | ❖ Draft Environmental Document |
| Spring 2012 | ❖ Final Engineering Complete |
| July 2013 | ❖ Construction Start |
| 2015 | ❖ Phase1 (SARTC to Bristol) Opening Year |



2.7 (17)



Water Play Fountain / Children's Area

Adaptively Re-Used Station

Retail

Retail

Kiosks

2.7 (18)

View into SARTC Site from Santa Ana Blvd. / Santiago St.

2/22/2011



Proposed New Transit Station

Fruit Street

Terminal Street

Santa Ana Blvd

Santiago St

2.7 (19)



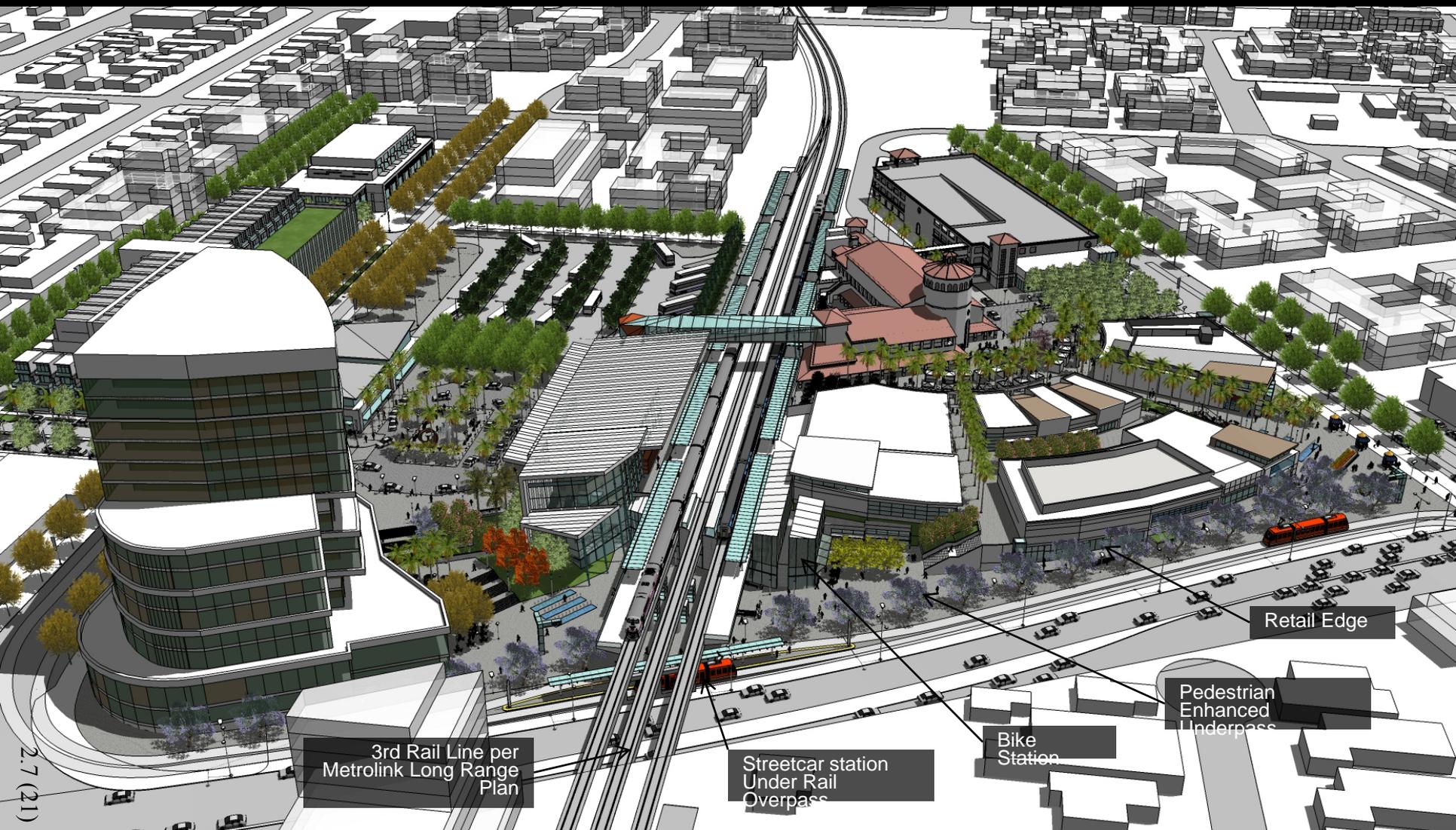
View to North
from Station
Escalators to
Platforms and
Plaza Below

Rail Platforms

Streetcar Station



2.7 (20)



2.7 (21)

3rd Rail Line per Metrolink Long Range Plan

Streetcar station Under Rail Overpass

Bike Station

Pedestrian Enhanced Underpass

Retail Edge

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

March 28, 2011

MANAGEMENT

Employment Agreements/Attachments #1-2

Dooley, Bennie Allen

Durdella, Caroline

FACULTY

Change of Assignment

Shaffer, Catherine
From: Coordinator, CARE
Extended Opportunities Programs and Services
Santa Ana College

Effective: July 1, 2011
To: Coordinator, MESA
Counseling Division
Santa Ana College

End of Coordinator Assignment

Wood, Sandra
From: Coordinator, Basic Skills
Humanities and Social Sciences Division
Santa Ana College

Effective: January 18, 2011
To: Professor, Anthropology/Sociology

Stipends

Babayan, Diana
Professor, ESL
Library, Arts, Humanities and
Social Sciences Division
Santiago Canyon College

Effective: February 16 - May 18, 2011
Amount: \$625.00
Reason: Expand Writing Sample Project
(BSI Grant)

Beers-McCormick, Lynnette
Associate Professor, English
Library, Arts, Humanities and
Social Sciences Division
Santiago Canyon College

Effective: February 16 - May 18, 2011
Amount: \$450.00
Reason: Expand Writing Sample Project
(BSI Grant)

FACULTY (CONT'D)

Stipends (cont'd)

| | |
|---|---|
| Deeley, Steven Associate Professor, Business Administration Business and Career Technical Education Division Santiago Canyon College | Effective: March 9, 2011 Amount: \$1,000.00 Reason: Program Facilitation (Tech Prep Demo Grant) |
| Evelt, Corinna Associate Professor, English Library, Arts, Humanities and Social Sciences Division Santiago Canyon College | Effective: February 16 - May 18, 2011 Amount: \$225.00 Reason: Expand Writing Sample Project (BSI Grant) |
| Isbell, James Associate Professor, English Library, Arts, Humanities and Social Sciences Division Santiago Canyon College | Effective: February 16 - May 18, 2011 Amount: \$450.00 Reason: Expand Writing Sample Project (BSI Grant) |
| Lennertz, William Professor, English Library, Arts, Humanities and Social Sciences Division Santiago Canyon College | Effective: February 16 - May 18, 2011 Amount: \$450.00 Reason: Expand Writing Sample Project (BSI Grant) |
| Perry, Janis Counselor Counseling and Student Support Services Division Santiago Canyon College | Effective: May 31, 2011 Amount: \$4,455.00 Reason: Program Facilitation (Tech Prep Demo Grant) |
| Roe, Maureen Professor, English Library, Arts, Humanities and Social Sciences Division Santiago Canyon College | Effective: February 16 - May 18, 2011 Amount: \$150.00 Reason: Expand Writing Sample Project (BSI Grant) |
| Tragarz, Roberta Professor, English Library, Arts, Humanities and Social Sciences Division Santiago Canyon College | Effective: February 16 - May 18, 2011 Amount: \$450.00 Reason: Expand Writing Sample Project (BSI Grant) |

FACULTY (CONT'D)

Non-paid Intern Service

Franco, Mark
Transfer Center Intern
Transfer Center
Counseling Division
Santa Ana College

Effective: March 29 – May 26, 2011
College Affiliation: University of La Verne
Discipline: Counseling

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

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Bennie Allen Dooley ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean of Business Division ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing April 18, 2011 and ending June 30, 2012. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.
7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$118,188 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health

benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

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

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

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

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

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

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

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

For District

Date

Administrator

Date

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

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

2. **Position.** District hereby employs Administrator in the position of Assistant Dean of Institutional Effectiveness and Assessment ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing March 15, 2011 and ending June 30, 2012. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

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

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

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

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$85,308 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

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19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the

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

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

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

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

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

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

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

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

For District

Date

Administrator

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
MARCH 28, 2011**

CLASSIFIED

Change in Position

Rodriguez, Maria
From: Admissions/Records Specialist I
To: Admissions/Records Specialist II
(Reclass #666) Admissions/ SCC

Effective: January 1, 2011
Grade 8, Step 5 + 1PG \$3755.67

Ratification of Resignation/Retirement

Perkins, Penelope
Graphic Designer/ Public Affairs & Gov't
Relations

Effective: July 4, 2011
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Cole, Stephanie
Special Projects Specialist (CL10-0259)
Academic Affairs/ SCC

Effective: March 28, 2011
19 Hours/Week 12 Month
Grade 11, Step A \$19.95/Hour

Sura, Alma
Instructional Assistant (CL10-0253)
School of Continuing Education/SAC
Rehired

Effective: March 21, 2011
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.64/Hour +
\$62.50/Mo. PG

Ratification of Resignation/Retirement

Cedeno, Jose
Learning Facilitator/ EOPS/ SAC

Effective: February 10, 2011
Reason: Resignation

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective February 11 – March 10, 2011

| | |
|----------------------|---------------------|
| Clary, Ling Ling | Amount: \$ 720.00 |
| Drew, John | Amount: \$ 103.78 |
| Dumon, Dori | Amount: \$ 260.00 |
| Eyre, John | Amount: \$ 36.54 |
| Friebert, Martin | Amount: \$ 660.00 |
| Glicksir, Barbara | Amount: \$ 1,320.00 |
| Hall-Patterson, Kris | Amount: \$ 233.51 |
| Harriger, James | Amount: \$ 230.72 |
| Hogue, Tom | Amount: \$ 1,052.80 |
| Krusemark, Leeanne | Amount: \$ 66.17 |
| Krusemark, LeeAnne | Amount: \$ 195.23 |
| Munoz, Jayne | Amount: \$ 292.50 |
| Schindelbeck, Judy | Amount: \$ 840.00 |
| Sheldon, Joel | Amount: \$ 260.00 |
| Thurston, Dawna | Amount: \$ 1,020.00 |

VOLUNTEERS

Kawafuchi, Emily
Student/ Admissions & Records/ SCC

Effective: 03/29/11 – 06/30/11

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

| | | |
|---------|---|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Continuing Education Faculty Association (CEFA) | |
| Action: | Request for Approval | |

BACKGROUND

Negotiations between the District and the Continuing Education Faculty Association (CEFA) have been completed. The tentative agreement has been ratified by the CEFA membership. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are presented on the attached disclosure form.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

| | |
|--|----------------------------|
| Fiscal Impact: Presented on Attached Disclosure Form | Board Date: March 28, 2011 |
| Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services | |
| Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services | |
| Item Recommended by: Dr. Raúl Rodríguez, Chancellor | |

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: Continuing Education Faculty Association (CEFA)

The proposed agreement covers the period beginning July 1, 2010 and ending June 30, 2011.
 and will be acted upon by the Governing Board at its meeting on March 28, 2011

A. Proposed Change in Compensation

| Compensation | | Fiscal Impact of Proposed Agreement | | | |
|--------------|--|-------------------------------------|--------|--------|-----|
| | | Current Year 2010/11 | Year 2 | Year 3 | |
| 1. | Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement | Cost (+/-) | \$0 | N/A | N/A |
| 2. | Salary Schedule Increase (Decrease) | Cost (+/-) | \$0 | N/A | N/A |
| 3. | Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.) | Cost (+/-) | \$0 | N/A | N/A |
| 4. | Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc. | Cost (+/-) | \$0 | N/A | N/A |
| 5. | Health/Welfare Plan - Increase (Decrease) | Cost (+/-) | N/A | N/A | N/A |
| 6. | Total Compensation - Increase (Decrease) (Total Lines 1 - 5) | Cost (+/-) Percent | \$0 | N/A | N/A |
| 7. | Total Number of Represented Employees | | 886 | 0 | 0 |
| 8. | Total Compensation Cost for Average Employee - Increase (Decrease) | Cost (+/-) Percent | \$0 | N/A | N/A |

Please include comments and explanations as necessary Step and column increases have been
held in abeyance.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Modify rehire list for CEFA members who lose assignments due to program reductions and budget reductions. Modify language on evaluation form. Develop catastrophic leave bank.

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None.

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

CEFA may reopen negotiations regarding step and column movement after the district's other employee organizations have completed contract negotiations.

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue

2. How will the ongoing cost of the proposed agreement be funded in future years?

Agreement does not contain any new costs.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Not applicable. Financial aspects of agreement will be reopened each year.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

| | |
|---|-----|
| a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) | N/A |
| b. State Standard Minimum Reserve Percentage for this District | N/A |
| c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA) | N/A |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

| | |
|--|-----|
| a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties | N/A |
| b. General Fund Budgeted Unrestricted Unappropriated Amount | N/A |
| c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties | N/A |
| d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount | N/A |
| e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties | N/A |
| f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount | N/A |
| g. Total District Budgeted Unrestricted Reserves | N/A |

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No ___

G. Certification

| | |
|--|--------------------------|
| <p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p> | |
| <p>_____</p> <p>District Chancellor</p> | <p>_____</p> <p>Date</p> |

7.14 Catastrophic Leave

7.14.1 In the event of a catastrophic illness or injury, participating unit employees who have exhausted all sick leave may request a donation of additional leave ~~utilize a maximum of 262 hours (equivalent of one semester)~~ from the Catastrophic Leave Bank. All requests shall be subject to mutual approval by the District and CEFA.

7.14.2 Any application for Catastrophic Leave benefits must include medical verification that the unit employee is unable to return to work and the duration of the unit employee's disability.

7.14.3 The amount of Catastrophe Leave hours awarded to a unit employee cannot exceed the employee's current number of assigned hours per week multiplied by the number of weeks remaining in the current semester. No Catastrophic Leave benefits can be provided for a semester in which the unit employee is unable to begin an assignment. Compensation for all Catastrophic Leave hours shall be at fifty-percent (50%) of his/her the unit employee's hourly rate. Unit members become participants by contributing sick leave to the bank.

~~7.14.2~~ 7.14.4 Unit employees must donate in order to use the Catastrophic Leave bank. Employees may donate a minimum of one (1) hour and a maximum of ten (10) hours of sick leave per year. Upon separation from the district, unit employees shall be allowed to donate all unused sick leave to the bank. Employees shall be given the opportunity to contribute upon employment, and thereafter in May and November of each year. (See Human Resources for procedures). Nothing shall preclude CEFA from soliciting leave donations from unit members at any time during the college year if hours in the bank are insufficient to meet current requests.

~~7.14.3~~ A faculty member may be required to present a doctor's statement stating the necessity to be absent from work in order to qualify for these benefits.

~~7.14.4~~ 7.14.5 Prior to returning to work, a faculty member shall be required to present a doctor's statement stating the date the employee is able to return to work.

~~7.14.5~~ Employees must donate in order to use the Catastrophic Leave bank.

ARTICLE 12

ASSIGNMENTS

12.1 Definitions

Assignment – the course title, time, days.

Reassignment – change in either course, time, days, site or a combination thereof.

Site – the instructional facility of the unit member’s assignment.

Vacancy – any assignment section that has no assigned bargaining unit member instructor and that specific section is covered by a substitute instructor.

- 12.2 Requests for Reassignment – Prior to June 1, (for Fall Term), November 1, (for Spring Term) and May 1, (for Summer Term), a unit member may request a change in work site. Unit members who wish to apply for a change in work site shall submit a written request to the appropriate Vice President specifying the worksite and assignment desired. The Vice President shall acknowledge the request in writing. Requests will be retained and considered by the receiving administrator for the current academic year. Unit members who have requested reassignment shall be notified of open assignments after the Additional Assignment List has been exhausted for that position.
- 12.3 Part-Time Vacancies – Part-Time vacancies which occur will be filled using the Additional Assignment List. Part-Time vacancies may be filled by posting vacancies to a broader target group (outside of the Additional Assignment List including unit members who have requested reassignment) whenever any of the following occur:
- 1) The Additional Assignment List is exhausted
 - 2) There are no members on the Additional Assignment List who meet the minimum qualifications for the vacant position
 - 3) The announcement of the vacancy is distributed to unit members on the Additional Assignment List but no interest is expressed by unit members by the posted deadline. The posted deadline shall be no less than two business after the release of the announcement.
- 12.4 Additional Assignment List – Unit members with a current assignment, whose assignment has decreased from the assignment level in effect in Fall 2008 shall be eligible to be placed on the Additional Assignment List. Placement on the Additional Assignment List shall be as follows:
- 1) The unit member must submit a request on the district provided form to Human Resources in order to be placed on the list. The request must specify the unit member’s subject area qualifications and contact information. This form shall be available on the District website and in paper form.
 - 2) Each unit member will be placed on the list in the order that the request is received.
 - 3) Unit members with a current assignment shall remain on the list. Unit members who no longer have a current assignment shall remain on the list for one semester (Fall or Spring) following the end of the assignment.

- 4) Once a unit member's assignment reaches 12 hours or more, that unit member shall be ~~removed to the bottom of~~ from the list. Unit members may submit their names for the AAL again if their assignment level decreases to below the Fall 2008 level.
- 5) ~~Unit members whose assignments have been canceled~~ who no longer have an assignment due to an unsatisfactory evaluation (see 6.8.1 for definition) or other misconduct enumerated in Education Code 87732 performance shall not be eligible for placement on the list. If the alleged misconduct is determined to be false, the unit member may be placed on the AAL.
- 6) A unit member may at any time request that his/her name be removed from the list.

12.5 Use of Additional Assignment List – Whenever additional assignments become available, the site (CEC or OEC) shall notify all unit members on the Additional Assignment List of the assignment. The notification shall specify the class/assignment, location, days and hours. The notification shall specify a deadline for the receipt of responses, which shall be no less than two business days after the release of the notification. The assignment will be offered to one of the three unit members with the highest rank on the Additional Assignment List who respond by the deadline. Preference will be given to unit members who have previously taught at the site where the assignment is located.

12.6 Effect of Requests – Requests for reassignment or placement on the Additional Assignment List are without prejudice to the unit members and shall not jeopardize their present assignments. Reassignment requests may be withdrawn by unit members at any time prior to receipt of approval of the request.

12.7 Full-Time Vacancies – Full-time vacancies which occur shall be posted for ten (10) working days at all Continuing Education administrative areas to afford all faculty the opportunity to apply for them.

12.8 Notice of Assignment -- Unit members will receive notice of their assignment 30 days prior to the beginning of the semester in which they are to be employed.

MEMORANDUM OF UNDERSTANDING

REGARDING STEP AND COLUMN ADVANCEMENT

The District and CEFA are currently engaged in reopener negotiations regarding step and column advancement for the 2010-11 fiscal year. The parties agree to hold the implementation of step and column advancement in abeyance until the conclusion of negotiations between FARSCCD, CSEA and the District.

CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ANNUAL TRUSTEES CONFERENCE
Monterey, California – April 28-May 2, 2011

1 Board Member
(Phillip Yarbrough)

STUDENT SENATE FOR CALIFORNIA COMMUNITY
COLLEGES – STUDENT SENATE 2011 GENERAL
ASSEMBLY
Sacramento, California – March 31-April 4, 2011

1 Board Member
(Nathan Selvidge)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

| | | |
|---------|--|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Proposed Revisions for the 2011-2012 Santa Ana College Catalog | |
| Action: | Request for Action | |

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council. It includes policy changes, course revisions and deletions, as well as new courses all of which are reflected in the catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana College. Changes are recommended to the Board of Trustees by the council, which has faculty representation from each academic division, as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2011-2012 catalog.

| | | |
|-----------------|--|----------------------------|
| Fiscal Impact: | None | Board Date: March 28, 2011 |
| Prepared by: | Norm Fujimoto, Vice President of Academic Affairs | |
| Submitted by: | Erlinda J. Martinez, Ed.D., President, Santa Ana College | |
| Recommended by: | Raúl Rodriquez, Ph.D., Chancellor, RSCCD | |

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: March 28, 2011
TO: Erlinda J. Martinez, Ed. D., President
FROM: Bonita N. Jaros, Ph.D., Chair
RE: Proposed Revisions for 2011-2012 Catalog

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum and Instruction Council. All changes to academic policies, courses, and programs are reviewed by the division curriculum committees before action is taken by the Council.

The Curriculum & Instruction Council is chaired by Bonita N. Jaros, Ph.D. Membership included two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

The Curriculum & Instruction Council addresses the college-wide impact and changes in academic policies and monitors their acceptance by the CSU and UC systems and the Community College Chancellor's Office.

The following academic policies have been reviewed, revised, and are now recommended by the Curriculum and Instruction Council:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE

Category C – Humanities

Communications and Media Studies 103, 110, 111; Spanish 195AB were added.

Category E2 – Language and Rationality

English 102 or 102H were added.

Category D1 – Cultural Breadth

Political Science 235 was added.

Category F1 – Lifelong Understanding and Self-Development

Exercise Science Professional 160 was added.

GENERAL EDUCATION BREADTH REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITIES – PLAN B

Category A3 – English Language Communication and Critical Thinking
English 102 or 102H were added.

Category C1 – Arts and Humanities
Communications and Media Studies 103 were added.

Category C2 – Arts and Humanities
Communications and Media Studies 110 were added.

Category D3 – Social Sciences
Political Science 235 was added.

Category D7 – Social Sciences
Communications and Media Studies 111 were added.

Category D8 – Social Sciences
Political Science 235 was added.

Category E1 – Lifelong Learning and Self-Development
Exercise Science Professional 160 was added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (IGETC) – PLAN C

Area 1, Group B – English Communication
English 102 or 102H were added.

Area 3, Group B – Arts & Humanities
Communications and Media Studies 110 were added.

Area 4 – Social & Behavioral Sciences
Political Science 235 was added.

NEW PROGRAMS/OPTIONS

Four certificates and one degree were added.* (See Attachment #1)

REVISED PROGRAMS/OPTIONS

Thirty-nine programs/options were revised.* (See Attachment #2)

NEW COURSES

Twenty-nine new courses were approved because of new and/or expanded programs or major changes in the discipline.* (See Attachment #3)

REVISED COURSES

The council approved 447 course revisions which were updated to reflect changes in title, units, hours, or content.* (See Attachment #4)

DELETED PROGRAMS/CERTIFICATES

Two programs/certificates were deleted.* (See attachment #5)

DELETED COURSES

Twenty-four courses which had become outdated and/or not offered at SAC were removed from the catalog.* (See Attachment #6)

*Listings are attached.

NEW PROGRAMS/CERTIFICATE

Catalog 2011-2012

Community Social Services
Crafts Certificate D-Ceramics Emphasis Certificate
Earth Science Degree
Education: After School Program Assistant
Education: After School Program Associate Teacher

REVISED PROGRAMS/CERTIFICATES

Catalog 2011-2012

Accounting Degree and Certificate
Anthropology Degree
Art 3D Modeling and Animation Certificate
Art Degree
Art Digital Media Arts
Art Digital Media Arts Certificate
Art Digital Post Production Certificate
Art Graphic Design Degree
Automotive Technology Degree
Business Applications and Technology Degree and Certificate
Business Management Degree
Degree Program A-Dance
Degree Program B-Dance/Musical Theatre
Earth Science Degree
Elementary Education Degree
Engineering Degree
Entertainment Lighting Technology Certificate
Exercise Science Fitness Certificate
Exercise Science Officiating Certificate
History Degree
International Business Degree and Certificate
Liberal Arts Degree
Management Degree and Certificate
Marketing Degree and Certificate
Music Degree
Music Digital Media Post Production Certificate
Music Digital Music Production Certificate
Nursing-Registered Nursing Degree
Occupational Therapy Assistant
Paralegal Degree and Certificate
Photography Certificate
Political Science Degree
Psychology Degree
Speech-Language Pathology Assistant Degree
Television/Video Communications Certificate
Television/Video Communications Degree
Television/Video Communications-Digital Media Post Production Certificate
Theatre Arts Degree
Welding Technology Degree & Certificate

NEW COURSES**Catalog 2011-2012**

Art 010, Advanced Art Lab
 Business Applications 110B, Computer Keyboarding Skills II
 Business Applications 115B, Computer Keyboarding Speed and Accuracy Development II
 Chemistry 115, Concepts in Physical Science for Educators
 Communications and Media Studies 111, Media, Race and Gender
 Dance 010, Advanced Dance Class Laboratory
 Exercise Science Aerobic Fitness 157, Cardio Pump
 Exercise Science Professional 170, Sport Ethics
 Music 009, Music Laboratory
 Nursing-Registered 106, Health Sciences Skills Laboratory-First Year
 Nursing-Registered 206, Health Sciences Skills Laboratory-Second Year
 Occupational Therapy Assistant 110, Human Occupation Across Lifespan
 Occupational Therapy Assistant 115, Human Disease and Occupation
 Paralegal 145, Civil Litigation Overview
 Paralegal 298, The Professional Paralegal
 Photography 010, Intermediate Photography Lab
 Political Science 235, Identity Politics
 Theatre Arts 151, Showcase
 Theatre Arts 153, Introduction to Directing
 Theatre Arts 154, Performance Ensemble
 Welding 025, Intermediate Arc Welding
 Welding 040, Welding Certification Training
 Welding 041, Welding Certification Exam Preparation

CONTINUING EDUCATION-NEW COURSES

Secondary Subjects High School Subjects – Mathematics 150, Algebra I Support
 Secondary Subjects High School Subjects – Social Sciences 221, Psychology
 Vocational Business 124, Introduction to Keyboarding I
 Vocational Business 125, Introduction to Keyboarding II
 Vocational Health 896, Paraprofessional Mental Health Worker II
 Vocational Health 897, Paraprofessional Mental Health Worker III

REVISED COURSES**Catalog 2011-2012**

Accounting 035, QuickBooks
Accounting 124, Computerized Income Tax Preparation
Accounting 141, Computerized Accounting Using ACCPAC-Core Modules
Accounting 142, Computerized Accounting Using ACCPAC-Part 2 Operations Modules
Accounting 160, Computerized Accounting with MAS 90 – Part I Core Modules
Anthropology 100, Introduction to Cultural Anthropology
Anthropology 100H, Honors Introduction to Cultural Anthropology
Anthropology 103, Introduction to Archaeology
Anthropology 104, Language and Culture
Anthropology 104H, Honors Language and Culture
Anthropology 107, Introduction to Forensic Anthropology
Anthropology 108, Religion, Magic, and Witchcraft
Art 106, Asian Art History
Art 110, Two-Dimensional Design
Art 124, Gallery Production
Art 124, Gallery Production
Art 129, Graphic Design Concepts for the Web
Art 131, Beginning Life Drawing
Art 132A, Beginning Pastel Drawing and Painting
Art 132B, Intermediate Pastel Drawing and Painting
Art 141, Beginning Painting
Art 143, Landscape Watercolor
Art 155, Plaster Mold Making
Art 162, Digital Design with Photoshop – I
Art 165, 3D Character Animation
Art 166, Creating Realism with Textures and Lights
Art 167, 3D Commercial Applications
Art 180, Video Game & Interactive Media Art
Art 230, Intermediate Drawing
Art 231, Intermediate Life Drawing
Art 232, Advanced Life Drawing
Art 233, Advanced Drawing
Art 234, Introduction to Mixed Media
Art 234H, Honors Advanced Mixed Media
Art 241, Intermediate Painting
Art 242, Advanced Painting
Art 243, Portrait and Life Painting
Art 250, Advanced Studio Concepts
Art 251, Ceramics-Advanced Throwing and Hand building
Art 267, Digital Media Professional Practice
Art 296, 3D Computer Graphics Practicum
Asian American Studies 101, Introduction to Asian American Studies
Automotive Technology 085, Basic Clean Air Car Course

REVISED COURSES (CON'T)**Catalog 2011-2012**

Biology 109L, Fundamentals of Biology
Biology 139, Health Microbiology
Biology 211, Cellular and Molecular Biology
Biology 212, Animal Diversity and Ecology
Biology 214, Plant Diversity and Evolution
Biology 217, Pathophysiology
Biology 229, General Microbiology
Biology 290, Biochemistry and Molecular Biology
Business 101, Business Law
Business 103, Cooperative Work Experience Education-Occupational
Business 105, Legal Environment of Business
Business 110, Export Pricing, Quotations and Terms of Trade
Business 111, International Business Documentation-Beginning
Business 113, International Transportation
Business 120, Principles of Management
Business 125, Introduction to International Business
Business 127, Introduction to E-Commerce
Business 141, The Globalization of Marketing
Business 142, International Market Research and Planning
Business 143, Packaging and Promoting Products/Services for Export
Business 145, Channels of Distribution in International Markets
Business 163, International Methods of Payment and Letters of Credit
Business 164, Alternative Financing Techniques for International Trade
Business 165, International Trade Finance and Insurance
Business 166, Financing an Import/Export Business
Business 180, Finding and Evaluating Products for Import
Business 198, Topics
Business Applications 110A, Computer Keyboarding Skills I
Business Applications 115A, Computer Keyboarding Speed and Accuracy Development I
Chemistry 119, Fundamentals – General and Organic
Chemistry 209, Introductory Chemistry
Chemistry 210, General, Organic and Biochemistry
Chemistry 219, General Chemistry
Chemistry 219H, Honors General Chemistry
Communications and Media Studies 103, Visual Communications
Communications and Media Studies 110, Introduction to Narrative Nonfiction
Computer Science 127, Introduction to E-Commerce
Computer Science 155, Graphic Design Concepts for the Web
Criminal Justice 101, Introduction to Criminal Justice
Criminal Justice 110, Street Gangs
Criminal Justice 111B, Supervised Internship Work Experience
Criminal Justice 205, Criminal Investigation Principles

REVISED COURSES (CON'T)**Catalog 2011-2012**

Criminal Justice Academies 006A, Dispatchers & Records Functions
 Criminal Justice Academies 006B, Arrest & Control Training
 Criminal Justice Academies 007A, Gangs, Cults & Hate Crimes
 Criminal Justice Academies 009C, Narcotics Related Training
 Criminal Justice Academies 010B, Supervision & Leadership
 Criminal Justice Academies 029A, Explosive Devices
 Criminal Justice Academies 034A, Advanced Officer Training
 Criminal Justice Academies 038A, Tactical/Weapons Training
 Criminal Justice Academies 039A, Emergency/First Aid Training
 Criminal Justice Academies 047A, Mounted Unit Training
 Criminal Justice Academies 055A, Drivers Training/Force Option
 Criminal Justice Academies 068A, Investigations & Report Writing
 Criminal Justice Academies 069A, Corrections Training
 Criminal Justice Academies 076A, Police K-9 Training
 Criminal Justice Academies 083A, Instructor Skills
 Criminal Justice Academies 100A, Basic Police Academy
 Culinary Arts 299, Cooperative Work Experience Education
 Dance 009, Dance Class Laboratory
 Dance 205, Performance Ensemble
 Earth Science 110, Introduction to Earth Science
 Earth Science 110H, Honors Introduction to Earth Science
 Earth Science 115, Earth Science for Educators
 Economics 120, Principles/Macro
 Economics 121, Principles/Micro
 Education 204, Personal Proficiency in Educational Technology for Secondary Teachers
 Education 205, Personal Proficiency in Educational Technology for Elementary Teachers
 Emergency Medical Technician 098, Topics
 Emergency Medical Technician 100, Emergency Medical Technician
 Emergency Medical Technician 105, Clinical EMT Skills Laboratory
 Emergency Medical Technician 198, Topics
 Engineering 027, Electronic Drafting
 Engineering 112, Society and the Built Environment
 Engineering 130B, CATIA Solid Modeling II
 Engineering 140B, ProEngineer Solid Modeling II
 Engineering 142, Architecture/Civil Engineering/Construction (AEC) Drafting Standards
 Engineering 154, Architecture/Civil Engineering/Construction (AEC) Parametric and BIM App
 Engineering 188, Machine Technology Survey
 Engineering 201, Architectural Practice
 Engineering 250, Electric Circuits

REVISED COURSES (CON'T)**Catalog 2011-2012**

Engineering 250L, Electric Circuits Laboratory
 Engineering 281, Properties of Engineering Materials
 English 102, Literature and Composition
 English 102H, Honors Literature and Composition
 English 104, Language and Culture
 English 104H, Honors Language and Culture
 English 211, Creative Writing I/Fiction
 English 212, Creative Writing II/Fiction
 English 214, Creative Writing I/Poetry
 English 215, Creative Writing II/Poetry
 English 241, Survey of American Literature 1600-1865
 English 242, Survey of American Literature 1865 – Present
 English 243, The Modern American Novel
 English 270, Children's Literature
 English for Multilingual Students 110, Introduction to the Essay
 Ethnic Studies 102, The Borderlands: Cultural Context and Intercultural Relations
 Exercise Science Activities 123, Personal Fitness Training
 Exercise Science Activities 155, Self-Defense
 Exercise Science Adapted Activities 098, Topics
 Exercise Science Adapted Activities 198, Topics
 Exercise Science Adapted Activities 202, Adapted Circuit Weight Training
 Exercise Science Adapted Activities 205, Adapted Badminton
 Exercise Science Adapted Activities 206, Adapted Tennis
 Exercise Science Adapted Activities 220, Adapted Tai Chi
 Exercise Science Aerobic Fitness 140, Walking/Jogging for Fitness
 Exercise Science Aerobic Fitness 150, Stretch, Flex and Tone
 Exercise Science Aerobic Fitness 155, Aerobics
 Exercise Science Aerobic Fitness 156, Cardio Boxing
 Exercise Science Aerobic Fitness 157, Cardio Pump
 Exercise Science Aerobic Fitness 158, Step Aerobics
 Exercise Science Aerobic Fitness 160, Aqua Aerobics
 Exercise Science Aquatics 206, Lap Swimming
 Exercise Science Fitness 100, Personal Fitness Evaluation
 Exercise Science Fitness 101, Personal Fitness Evaluation
 Exercise Science Fitness 102, Personal Fitness Evaluation
 Exercise Science Fitness 108, Summer Circuit Training
 Exercise Science Fitness 109, Circuit Training
 Exercise Science Fitness 110, Circuit Training

REVISED COURSES (CON'T)**Catalog 2011-2012**

Exercise Science Fitness 101, Personal Fitness Evaluation
 Exercise Science Fitness 102, Personal Fitness Evaluation
 Exercise Science Fitness 108, Summer Circuit Training
 Exercise Science Fitness 109, Circuit Training
 Exercise Science Fitness 110, Circuit Training
 Exercise Science Fitness 116, Summer Circuit Training for Summer Fitness
 Exercise Science Fitness 119, Strength Lab
 Exercise Science Fitness 120, Strength Lab
 Exercise Science Fitness 145, Weight Training for Women
 Exercise Science Fitness 147, Weight Training Co-Ed
 Exercise Science Health Education 101, Healthful Living
 Exercise Science Health Education 102, Women's Health Issues
 Exercise Science Health Education 104, Nutrition and Fitness
 Exercise Science Intercollegiate Athletics 125, Conditioning for Football, Defense
 Exercise Science Intercollegiate Athletics 126, Upper Body Development for Athletes
 Exercise Science Intercollegiate Athletics 127, Lower Body Development for Athletes
 Exercise Science Intercollegiate Athletics 170, Theory of Football
 Exercise Science Intercollegiate Athletics 204, Football-Men
 Exercise Science Off Season Activities 230, Football
 Exercise Science Professional 125, Sport Psychology
 Fashion Design Merchandising 299, Cooperative Work Experience Education
 Fire Academy 031, Fire Specialist Academy, Vehicle Rescue and Extrication
 Fire Academy 033, Swift Water Rescue
 Fire Academy 060, Basic Fire Academy
 Fire Academy 062A, Strike Team Leader Orientation (ICS)
 Fire Academy 062B, ICS-300 Intermediate ICS
 Fire Academy 062C, ICS-400 Incident Command
 Fire Academy 063, Heavy Rescue System 1
 Fire Academy 063A, Heavy Rescue System 2
 Fire Academy 063C, HERS – Heavy Rigging and Equipment Specialist
 Fire Academy 071A, Ventilation Review
 Fire Academy 072, Emergency Trench Shoring
 Fire Academy 076, Low Angle Rope Rescue
 Fire Academy 076A, High Angle Rope Rescue
 Fire Academy 079A, Division/Group Supervisor
 Fire Academy 079B, S-330 Task Force-Strike Leader
 Fire Academy 079D, I-440 Planning Section Chief
 Fire Academy 080A, S-234 Wildland Firing Methods and Procedures
 Fire Academy 080D, S-290 Intermediate Wildland Fire Behavior
 Fire Academy 084, Hazardous Materials First Responder
 Fire Academy 084A, First Responder 'Operational' Decontamination
 Fire Academy 231A, Fire Prevention Officer 1A
 Fire Academy 231B, Fire Prevention Officer 1B

REVISED COURSES (CON'T)**Catalog 2011-2012**

Fire Academy 231C, Fire Prevention Officer 1C
 Fire Academy 232A, Fire Prevention Officer 2A
 Fire Academy 232B, Fire Prevention Officer 2B
 Fire Academy 232C, Fire Prevention 2C: Special Hazard Occupancies
 Fire Academy 233B, Fire Prevention Officer 3B
 Fire Academy 242A, Fire Instructor 2A
 Fire Academy 242B, Fire Instructor 2B
 Fire Academy 243, Fire Instructor 3 (Master Instructor)
 Fire Academy 251B, Fire Investigation 1B
 Fire Academy 252B, Fire Investigation 2B
 Fire Academy 261, Fire Management I
 Fire Academy 262A, Fire Management 2A, Leadership and Effective Communication
 Fire Academy 262C, Fire Management 2C, Personnel and Labor Relations
 Fire Academy 262D, Fire Management 2D, Master Planning
 Fire Academy 262E, Fire Management 2E, Contemporary Issues and Concepts
 Fire Academy 271A, Fire Command 1A
 Fire Academy 271B, Fire Command 1B
 Fire Academy 271C, Fire Command 1C
 Fire Academy 272A, Fire Command 2A, Command Tactics At Major Fires
 Fire Academy 272B, Fire Command 2B, Management of Major Hazardous Materials Incidents
 Fire Academy 272C, Fire Command 2C, High Rise Fire Tactics
 Fire Academy 272D, Fire Command 2D, Planning for Large Scale Disasters
 Fire Academy 273B, Command 2E, Wildland Firefighting Tactics
 Fire Officer Training 006B, Truck Company Academy
 Fire Officer Training 006D, CSFM Terrorism and RIC
 Fire Officer Training 016, CSFA Terrorism
 Fire Officer Training 017, Fire Control 5
 Fire Officer Training 018, Ground Safety and Survival
 Fire Officer Training 078, S-230 Crew Boss (Single Resource)
 Fire Officer Training 078A, S-130 Firefighter Training – Wildland
 Fire Officer Training 078B, S-215L Urban Wildland Interface Firefighting
 Fire Officer Training 078C, S-371 Helibase Manager
 Fire Officer Training 078D, ICS 223-10, Wildland Line EMT
 Fire Officer Training 079C, S-330 Task Force-Strike Team Leader
 Fire Officer Training 080, Motion Picture/Television Safety Officer
 Fire Officer Training 085B, Paramedic Continuing Education
 Fire Technology 101, Fire Protection Organization
 Fire Technology 102, Fire Behavior and Combustion
 Fire Technology 103, Personal Fire Safety
 Fire Technology 104, Fire Prevention Technology
 Fire Technology 105, Building Construction for Fire Protection
 Fire Technology 106, Fire Protection Equipment and Systems

REVISED COURSES (CON'T)**Catalog 2011-2012**

French 101, Elementary French I
 French 102, Elementary French II
 French 201, Intermediate French I
 French 201H, Honors Intermediate French I
 French 202, Intermediate French II
 French 202H, Honors Intermediate French II
 Geography 101, Physical Geography
 Geography 101L, Physical Geography Laboratory
 Geology 101, Introduction to Geology
 Geology 101L, Introduction to Geology Laboratory
 Geology 111, Dinosaurs and the Geology of the Mesozoic Era
 Geology 112, Earthquakes
 Geology 150, Introduction to Oceanography
 Geology 162, Geologic Field Studies of the Mohave Desert
 Geology 164, Geologic Field Studies of the Eastern Sierra Nevada
 Geology 166, Geologic Field Studies of the Sierra Nevada
 Geology 168, Geologic Field Studies of the Owens Valley
 Geology 173, Geologic Field Studies of Death Valley
 Geology 201, Introduction to Historical Geology
 History 120, The United States to 1865
 History 120H, Honors The United States to 1865
 History 121, The United State since 1865
 History 121H, Honors The United State since 1865
 Human Development 299, Cooperative Work Experience Education
 Interdisciplinary Studies 117H, Honors Introduction to Global Studies
 Interdisciplinary Studies 198, Topics
 Interdisciplinary Studies 200, Introduction to Liberal Studies
 Library and Information Studies 100, Library Research Fundamentals
 Library and Information Studies 103, Advanced Internet Research
 Management 098, Topics
 Management 120, Principles of Management
 Management 198, Topics
 Manufacturing Technology 130B, CATIA Solid Modeling II
 Manufacturing Technology 188, Machine Technology Survey
 Marketing 111, Principles of Retailing
 Marketing 112, Principles of Advertising
 Marketing 127, Introduction to E-Commerce
 Mathematics 070, Geometry
 Mathematics 080, Intermediate Algebra
 Mathematics 105, Mathematics for Liberal Arts Students
 Mathematics 140, College Algebra
 Mathematics 145, Finite Mathematics
 Mathematics 160, Trigonometry

REVISED COURSES (CON'T)**Catalog 2011-2012**

Mathematics 219, Statistics and Probability
 Mathematics 219H, Honors Statistics and Probability
 Medical Assistant 001, Cooperative Work Experience
 Medical Assistant 056, Computer Applications for the Medical Office
 Music 115A, Applied Music (Private Instruction)
 Music 115B, Applied Music (Private Instruction)
 Music 115C, Applied Music (Private Instruction)
 Music 115D, Applied Music (Private Instruction)
 Music 121, Beginning Voice
 Music 122, Intermediate Voice
 Music 123, Advanced Voice
 Music 124, Advanced Vocal Production and Repertoire
 Music 137, Chamber Choir
 Music 144, Projects in Electronic Music
 Music 145, Jazz Improvisation and Performance Workshop
 Music 151, Commercial Music Theory
 Music 166B, Intermediate Electric Bass
 Music 170, Piano Clinic
 Music 173, Beginning Rhythms in Percussion and Drums
 Music 180, String Methods
 Music 185, Beginning Classical Guitar
 Music 186, Intermediate Classical Guitar
 Music 187, Advanced Classical Guitar
 Nursing-Continuing Education 098, Topics
 Nursing-Continuing Education 198, Topics
 Nursing-Registered 045, Cardiopulmonary Resuscitation
 Nursing-Registered 098, Topics
 Nursing-Registered 103, Pharmacological Concepts of Nursing
 Nursing-Registered 198, Topics
 Nursing-Registered 199, Independent Study
 Nursing-Registered 200, Role Transition
 Nutrition & Food 299, Cooperative Work Experience Education
 Occupational Therapy Assistant 100, Terminology and Documentation for the O.T.A.
 Occupational Therapy Assistant 101, Foundations of Occupation and Occupational Therapy
 Occupational Therapy Assistant 103, Physical Function and Dysfunction
 Occupational Therapy Assistant 111, Applied Kinesiology
 Occupational Therapy Assistant 201, Contemporary Models of Occupational Therapy Practice
 Paralegal 100, Introduction to Paralegal Studies
 Paralegal 101, Law Office Management
 Paralegal 105, Cooperative Work Experience Education-Occupational
 Paralegal 107, Principles and Procedures in the Criminal Justice System
 Paralegal 120, Computers in the Law Office

REVISED COURSES (CON'T)**Catalog 2011-2012**

Paralegal 121, Ethics and Professional Responsibility
Paralegal 122, Elder Law
Paralegal 130, Legal Transactions
Paralegal 131, Alternate Dispute Resolution
Paralegal 132, Family Law and Procedure
Paralegal 133, Workers Compensation Law and Procedure
Paralegal 134, Probate Law and Procedure
Paralegal 135, Bankruptcy Law and Procedure
Paralegal 136, Real Property Law and Procedure
Paralegal 137, Tort and Insurance Law
Paralegal 138, Law of Business Organizations
Paralegal 139, Fundamentals of Labor Law
Paralegal 140, Immigration Law and Procedure
Paralegal 143, Civil Litigation Overview
Paralegal 144, Discovery Techniques
Paralegal 147, International Commercial Agreements and Distribution Law
Paralegal 148, International Intellectual Property Law
Paralegal 149, The Law of Global Commerce
Paralegal 246, Legal Research and Analysis
Paralegal 248, Advanced Research and Writing
Paralegal 299, Cooperative Work Experience Education
Pharmacy Technology 048, Introduction to Pharmacy Technology
Pharmacy Technology 051, Body Systems I
Pharmacy Technology 052, Body System II
Pharmacy Technology 054, Pharmacy Calculations
Philosophy 098, Topics
Philosophy 106, Introduction to Philosophy
Philosophy 106H, Honors Introduction to Philosophy
Philosophy 108, Ethics
Philosophy 198, Topics
Photography 009, Photography Lab
Photography 196, Introduction to Commercial Photography
Photography 197, Intermediate Commercial Photography
Photography 292, Portrait Photography
Photography 293, Color Photography
Photography 294, Color Photographic Expression
Physics 279, College Physics I
Political Sciences 198, Topics
Psychology 170, Multicultural Psychology
Psychology 219, Introduction to Research Methods in Psychology

REVISED COURSES (CON'T)**Catalog 2011-2012**

Psychology 230, Psychology and Effective Behavior
 Sign Language 114, Classifiers, Finger Spelling, and Numbering
 Social Sciences 198, Topics
 Spanish 212, College Business Spanish
 Spanish N09A, Language Laboratory
 Spanish N09B, Language Laboratory
 Speech Communication 101, Introduction to Interpersonal Communication
 Speech Communication 101H, Honors Introduction to Interpersonal Communication
 Speech Communication 102, Public Speaking
 Speech Communication 104, Listening
 Speech Communication 140, Argumentation and Debate
 Speech Communication 145, Group Dynamics
 Speech Communication 151, Voice and Diction for Effective Communication
 Speech Communication 152, Oral Presentation
 Speech Communication 158, Readers Theatre
 Speech Communication N50, Pronunciation Skill Laboratory
 Speech Communication N52A, Beginning American English Pronunciation Skills
 Speech Communication N52B, Intermediate American English Pronunciation Skills
 Speech Communication N53, Advanced American English Pronunciation Skills
 Speech Communication N54, Accent Reduction
 Speech Communication N59, Pronunciation Review
 Speech Language Pathology Assistant 118, Introduction to Speech-Language Pathology Asst
 Speech Language Pathology Assistant 119, Speech-Language and Hearing Development Across
 the Life Span
 Speech-Language Pathology Assistant 120, Speech-Language Pathology Clinical Management
 and Procedures
 Speech-Language Pathology Assistant 150, Observation of Speech-Language Pathology Clinical
 Practices
 Speech-Language Pathology Assistant 160, Introduction to Communicative Disorders and
 Treatment
 Speech-Language Pathology Assistant 180, Speech-Language Pathology Screening Processes and
 Intervention Procedures
 Speech-Language Pathology Assistant 190, Speech-Language Pathology Assistant Clinical
 Fieldwork I
 Speech-Language Pathology Assistant 200, Adult and Geriatric Communication Disorders
 Speech-Language Pathology Assistant 250, Speech-Language Pathology Assistant Clinical
 Fieldwork II
 Television/Video Communications 103, History of Film to 1945
 Television/Video Communications 104, History of Film from 1945 to Present
 Television/Video Communications 110, Introduction to Television Production
 Television/Video Communications 112, Introduction to Video Editing & Postproduction
 Television/Video Communications 114, Advanced Video Postproduction
 Television/Video Communications 115A, Single-Camera Production & Editing

REVISED COURSES (CON'T)**Catalog 2011-2012**

Television/Video Communications 115B, Advanced Single-Camera Production and Editing
 Television/Video Communications 141, On-Camera Appearance
 Television/Video Communications 150, Producing and Directing for Television
 Television/Video Communications 161, Fundamentals of Audio for TV & Film
 Television/Video Communications 165, DVD Authoring
 Television/Video Communications 260, Lighting Systems and Techniques for TV/Video
 Television/Video Communications 267, Digital Media Professional Practice
 Theatre Art 212, Shakespearean Acting
 Theatre Arts 105, A Cultural History of World Theatre
 Theatre Arts 112, Movement and Speech for the Actor
 Theatre Arts 116, Musical Theatre Performance Technique
 Theatre Arts 118, Fundamentals of Scene Study
 Theatre Arts 133, Stage Lighting
 Theatre Arts 170, Entertainment Technology Internship
 Welding 020, Welding Laboratory

CONTINUING EDUCATION-REVISED COURSES

Adult Basic Education 121, ABE Family Literacy
 Older Adults 457, Music Arts for Older Adults
 Older Adults 518, Creative Cooking for Older Adults
 Older Adults 802, Seminar for Older Adults
 Older Adults 823, Manipulative Skills for Other Adults
 Older Adults 894, Physical Fitness for Older Adults
 Secondary Subjects High School Subjects – English 701, English 1
 Secondary Subjects High School Subjects – English 702, English 2
 Secondary Subjects High School Subjects – English 703, English 3
 Secondary Subjects High School Subjects – English 704, English 4
 Secondary Subjects High School Subjects – Humanities 500, Introduction to Theatre Arts
 Secondary Subjects High School Subjects – Humanities 701, Dance Theory and Practice 1
 Secondary Subjects High School Subjects – Humanities 701, Dance Theory and Practice 2
 Secondary Subjects High School Subjects – Humanities 828, Understanding American Thru Art
 Secondary Subjects High School Subjects – Humanities 837, The Film as Art
 Secondary Subjects High School Subjects – Humanities 845, Drawing and Painting 1
 Secondary Subjects High School Subjects – Humanities 846, Drawing and Painting 2
 Secondary Subjects High School Subjects – Humanities 847, Drawing and Painting 3
 Secondary Subjects High School Subjects – Natural Sciences 180, Introduction to Biology
 Secondary Subjects High School Subjects – Natural Sciences 188, Earth Science 1
 Secondary Subjects High School Subjects – Natural Sciences 189, Life Science 1
 Secondary Subjects High School Subjects – Natural Sciences 190, Physical Science 1
 Secondary Subjects High School Subjects – Natural Sciences 192, Basic Science 1
 Secondary Subjects High School Subjects – Natural Sciences 193, Basic Science 2

REVISED COURSES (CON'T)

Catalog 2011-2012

CONTINUING EDUCATION-REVISED COURSES

Secondary Subjects High School Subjects – Natural Sciences 196, Health Science

Secondary Subjects High School Subjects 032, Individualized Instruction

Vocational Guidance 277, Emerging Careers – Take Aim

Vocational Guidance 302, Job Development Skills

Vocational Health 895, Paraprofessional Mental Health Worker I

DELETED PROGRAMS/CERTIFICATES

Catalog 2011-2012

Hazardous Materials Option Certificate
Hazardous Materials Option Degree

COURSE DELETIONS**Catalog 2011-2012**

Art 133A, Introduction to Cartooning
Art 133B, Intermediate Cartooning
Art 196B, 3D Advanced Modeling Techniques
Art 197B, 3D Animation Intermediate Techniques
Astronomy 115H, Honors Developments in Modern Astronomy
Business Applications 123, Microsoft Word for Writers I
Computer Science 103, Internet and World Wide Web Essentials
Computer Science 156, Multimedia Applications for the Web
Computer Science 183, Macromedia Flash Action Script Programming
Computer Science 231, File System Concepts
Computer Science 241, UNIX System Administration
Computer Science 242, Advanced UNIX Shell Scripts
Computer Science 247, Windows 2000 Server
English 030, Writing Center Instruction
English 071, Building Bridges: A Beginner's Guide to Literature
Environmental Studies 109, Chemistry in the Community
Exercise Science Intercollegiate Athletics 207, Tennis-Men
Exercise Science Off Season Activities 132AB, Golf-Playing Lesson
Fashion Design Merchandising 216L, Computer Pattern Design, Grading & Marking Lab
Reading 100A, Advanced and Critical Reading
Reading 100B, Advanced and Critical Reading
Special Services 111A, Signing Exact English
Television/Video Communication 182, 3D Advanced Modeling Techniques
Television/Video Communication 186, 3D Animation Intermediate Techniques

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College**

| | | |
|---------|--|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Proposed Revisions for 2011-2012 Santiago Canyon College Catalog | |
| Action: | Request for Action | |

BACKGROUND

The Santiago Canyon College Curriculum and Instruction Council approves all catalog revisions including general education requirements for the Associate Degree, general education breadth requirements for the California State Universities, Intersegmental Education Transfer Curriculum (IGETC), revised programs, new courses, revised and deleted courses.

ANALYSIS

The attached memo represents a summary of the Curriculum and Instruction Council's work and catalog revisions for the 2011-2012 academic year. Academic policies have been reviewed and revised, and are recommended for approval.

RECOMMENDATION

It is recommended that the Board approve the proposed revisions for the 2011-2012 catalog as presented.

| | | |
|-----------------|--|----------------------------|
| Fiscal Impact: | None. | Board Date: March 28, 2011 |
| Prepared by: | Aracely Mora, Interim Vice President, Academic Affairs | |
| Submitted by: | Juan Vázquez, President | |
| Recommended by: | Dr. Raúl Rodríguez, Chancellor | |

CURRICULUM AND INSTRUCTION COUNCIL

DATE: March 11, 2011

TO: Juan Vázquez, President of Santiago Canyon College

FROM: Craig Rutan, Chair of the Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2011-2012 CATALOG**

The following changes to the 2011-2012 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Craig Rutan, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Support Services Assistant and a student representative.

Because we share our curriculum with Santa Ana College, all actions of the CIC at either college are shared on an on-going basis with the CIC at the other college. The CIC at Santiago Canyon College is aware of and concurs with all proposed catalog changes reported by the CIC at Santa Ana College. Also, the CIC at Santa Ana College has been informed of and concurs with all proposed catalog changes initiated at Santiago Canyon College. The changes initiated at Santiago Canyon College for the 2011-2012 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A):

The following options were added, removed or revised for general education requirements:

Category I – Unit and Residency Requirements

Permission for students to double count courses per Title V regulations.

Category II – General Education Requirements

Permission for students to double count courses per Title V regulations.

Category A – Natural Sciences

Astronomy 110H removed.

Earth Science 150 removed.

Physical Science 117, 118 removed.

Category C - Humanities

Art 105 removed.

Category E2 – Communication and Analytical Thinking

Math 145 removed.

Category F2 – Lifelong Understanding and Self-Development

Counseling 120 removed.

Human Development 221 added.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B):

The following options were added, removed or revised for general education requirements:

Category B1 – Physical Sciences

Astronomy 110H removed.

Earth Science 150 removed.

Physical Science 117, 118 removed.

Category B4 – Mathematics/Quantitative Reasoning

Math 145 removed.

Category C – Arts, Literature, Philosophy, and Foreign Language

Art 105 removed.

Category E1 – Lifelong Understanding and Self- Development

Counseling 120 removed.

Category E2 – Lifelong Understanding and Self-Development

Exercise Science 221, 224 and 225 added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C):

The following options were added, removed or revised for general education requirements:

Area 2 – Mathematical Concepts & Quantitative Reasoning

Math 145 removed.

Area 3, Group A – Arts

Art 105 removed.

Area 5, Group A – Physical Science

Astronomy 110H removed.

Earth Science 150 removed.

Physical Science 117, 118 removed.

EDUCATIONAL OPTIONS

The following catalog content was added, removed or revised:

College Level Examination Program (CLEP) Guide added.

International Baccalaureate (IB) Exam Guide added.

NEW PROGRAMS, DEGREES AND CERTIFICATES:

A total of fifteen (15) new programs, degrees and certificates* were added to the academic year. *(See Attachment #1)

REVISED PROGRAMS, DEGREES AND CERTIFICATES:

A total of forty-nine (49) programs, degrees and certificates* were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and

recommendations from state agencies. *(See Attachment #2)

DEACTIVATED PROGRAMS, DEGREES AND CERTIFICATES:

A total of three (3) programs, degrees and certificates* were deactivated and removed from the catalog.

*(See Attachment #3)

NEW COURSES:

Thirty-six (36) new courses* were approved because of new and/or expanded programs or major changes in the discipline. *(See Attachment #4)

REVISED COURSES:

One-hundred fifty-three (153) course revisions* were approved which reflected changes in title, units, hours, or content. *(See Attachment #5)

REVISED COMMON COURSES:

Seventy-five (75) common course revisions* were approved which reflected changes in title, units, hours, or content. *(See Attachment #6)

DISTANCE EDUCATION COURSES:

Sixteen (16) Distance Education courses* were approved. *(See Attachment #7)

STAND-ALONE COURSES:

Fifty (50) Stand-Alone courses* were approved. *(See Attachment #8)

DEACTIVATED COURSES:

Sixty-nine (69) courses* were deactivated and removed from the catalog. *(See Attachment #9)

Cc: Morrie Barembaum, Academic Senate President, Santiago Canyon College
Aracely Mora, Interim Vice-President of Academic Affairs, Santiago Canyon College
John Hernandez, Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Tricia Evans, Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
John Weispfenning, Dean of Library, Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Bonita Jaros, Chair of the Curriculum and Instruction Council, Santa Ana College
Erlinda Martinez, President of Santa Ana College
John Zarske, Academic Senate President, Santa Ana College
Norman Fujimoto, Vice-President of Academic Affairs, Santa Ana College
Dr. Raúl Rodríguez, Chancellor

NEW PROGRAMS, DEGREES AND CERTIFICATES

2011-2012 Catalog

Credit

Applied Robotics & Embedded Programming Certificate
Education - After School Program Assistant Certificate
Education - After School Program Associate Teacher Certificate
Human Development - The School Age Child Certificate
Pile Driver Certificate of Achievement
Pile Driver Associate in Science Degree
Plastering Certificate of Achievement
Plastering Associate in Science Degree
Real Estate Appraisal Certificate
Real Estate Salesperson Certificate

Non-Credit

Enhanced Beginning ESL Skills Certificate of Completion
Enhanced Intermediate ESL Skills Certificate of Completion
ESL Beginning Certificate of Completion
ESL Intermediate Certificate of Completion
Receptionist/Information Clerk Certificate of Completion

REVISED PROGRAMS, DEGREES AND CERTIFICATES**2011-2012 Catalog****Credit**

American Sign Language Certificate of Achievement
Chief of Party Certificate of Achievement
Chief of Party Degree
Concrete Certificate of Achievement
Concrete Degree
Cosmetology Certificate of Achievement
Cosmetology Degree
Drywall Finisher Certificate of Achievement
Drywall Finisher Degree
Drywall/Lather Certificate of Achievement
Drywall/Lather Degree
Economics Degree
Esthetician Certificate
Finish Carpentry Certificate of Achievement
Finish Carpentry Degree
Framing Certificate of Achievement
Framing Degree
General Accounting Certificate
General Electrician Certificate of Achievement
General Electrician Degree
Geography Degree
Geology Degree
Industrial Certificate of Achievement
Industrial Degree
Land Surveying Certificate of Achievement
Land Surveying Degree
Liberal Arts: Mathematics and Sciences Area of Emphasis
Project Management Certificate
Psychology Degree
Public Works Construction Inspection Certificate of Achievement
Public Works Green - Sustainable Building Code Certificate
Public Works Management Certificate of Achievement
Public Works Management Degree
Real Estate Certificate of Achievement
Real Estate Degree
Science Degree
Special Inspection Certificate of Achievement
Special Inspection Degree
Tilt-Up Certificate of Achievement
Tilt-Up Degree
Water Distribution Certificate of Achievement
Water Distribution Degree
Water Treatment Certificate of Achievement
Water Treatment Degree
Water Utility Supervisor Certificate

REVISED PROGRAMS, DEGREES AND CERTIFICATES (con't)

2011-2012 Catalog

Non-Credit

ESL Civics Certificate of Completion

ESL Intermediate Communication Certificate of Completion

ESL Literacy Certificate of Completion

Secondary Education Certificate of Competency

DEACTIVATED PROGRAMS, DEGREES AND CERTIFICATES

2011-2012 Catalog

Credit

Accelerated Electrician Option
Electrical Technology Option Certificate

Non-Credit

Landscape and Groundskeeping Worker Certificate of Completion

NEW COURSES**2011-2012 Catalog****Credit**

| | | |
|------------------------------------|------|--|
| Apprenticeship Carpentry | 005A | Wall-Column Forms/Cutting and Burning |
| Apprenticeship Carpentry | 005B | Site Work/Curb and Gutter |
| Apprenticeship Carpentry | 024B | Advanced Commercial Framing |
| Apprenticeship Carpentry | 024C | Panelized Roofing |
| Apprenticeship Carpentry | 024D | Transit Level/Laser |
| Apprenticeship Carpentry | 025C | Advanced Stairs |
| Apprenticeship Carpentry | 025D | Advanced Printreading |
| Apprenticeship Carpentry | 028C | Intermediate Commercial Framing |
| Apprenticeship Carpentry | 028D | Interior Elevations |
| Apprenticeship Carpentry | 029A | Rigging |
| Apprenticeship Carpentry | 078C | Wet Wall Finishes |
| Apprenticeship Carpentry | 078D | Ceiling and Soffit Finishing |
| Apprenticeship Carpentry | 082C | Decorative Trims and Textures |
| Apprenticeship Operating Engineers | 063A | ACI Laboratory Testing Technician I |
| Apprenticeship Operating Engineers | 064A | ACI Laboratory Testing Technician II |
| Apprenticeship Operating Engineers | 077A | ICC Soils Special Inspector |
| Apprenticeship Pile Driver | 019 | Printreading |
| Apprenticeship Plastering | 021 | Plastering Equipment |
| Apprenticeship Plastering | 022 | Plastering Equipment Application |
| Business | 090 | Principles of Project Management |
| Computer Science | 257 | Applied Robotics & Embedded Programming |
| Education | 113 | Tutoring Reading in Elementary Schools |
| Human Development | 112 | Health, Safety, and Nutrition for Children |
| Human Development | 120 | Development of the School Age Child (DS5) |
| Human Development | 121 | School Age Child Care Activities (DS5) |
| Human Development | 221 | Teaching in a Diverse Society |
| Mathematics | 073L | Math Review |
| Mathematics | 093L | Math Review |
| Public Works | 086 | Basic Code Enforcement Officer |
| Public Works | 087 | Intermediate Code Enforcement Officer |
| Public Works | 088 | Advanced Code Enforcement Officer |
| Public Works | 089 | Code Enforcement Officer - Supervision |
| Special Services | N64A | Academic Coaching |
| Special Services | N64B | Applied Academic Coaching |
| Water Utility Science | 049 | Reservoir Management and Water Sampling Techniques |
| Water Utility Science | 057 | Water Distribution Test Preparation |

Non-Credit

None.

REVISED COURSES**2011-2012 Catalog****Credit**

| | | |
|--------------------------|------|---|
| American College English | N42 | Developing Academic Writing and Reading |
| American College English | N43 | Developing Academic Speaking Skills |
| American College English | 052 | Expanding Academic Writing and Reading |
| American College English | 053 | Expanding Academic Speaking Skills |
| American College English | 102 | Refining Academic Writing and Reading |
| American College English | 116 | Introduction to Academic Composition |
| Apprenticeship Carpentry | 002A | Building/Layout/Transit/Laser Level |
| Apprenticeship Carpentry | 002B | Slabs/Interior-Exterior Footings |
| Apprenticeship Carpentry | 003A | Tilt-Up Introduction |
| Apprenticeship Carpentry | 003B | Printreading-Panel Layout |
| Apprenticeship Carpentry | 003D | Printreading-Panel Construction |
| Apprenticeship Carpentry | 004A | Lifting and Bracing Safety |
| Apprenticeship Carpentry | 004B | Pour-in-Place Wall Forms |
| Apprenticeship Carpentry | 004C | Printreading |
| Apprenticeship Carpentry | 021A | Orientation |
| Apprenticeship Carpentry | 021B | Safety and Health Certifications |
| Apprenticeship Carpentry | 021C | Basic Wall Framing |
| Apprenticeship Carpentry | 022A | Commercial Floor Framing |
| Apprenticeship Carpentry | 022B | Basic Stairs |
| Apprenticeship Carpentry | 022C | Intermediate Stairs |
| Apprenticeship Carpentry | 022D | Exterior Finish Details |
| Apprenticeship Carpentry | 023B | Basic Roof Framing |
| Apprenticeship Carpentry | 023C | Advanced Roof Framing |
| Apprenticeship Carpentry | 023D | Metal Framing |
| Apprenticeship Carpentry | 024A | Basic Commercial Framing |
| Apprenticeship Carpentry | 025A | Foundations and Flatwork |
| Apprenticeship Carpentry | 026A | Tilt-Up Panel Construction |
| Apprenticeship Carpentry | 026B | Wall Forming |
| Apprenticeship Carpentry | 026C | Gang Forms/Columns |
| Apprenticeship Carpentry | 026D | Abutments |
| Apprenticeship Carpentry | 027C | Beam and Deck Forming |
| Apprenticeship Carpentry | 027D | Stairs and Ramp Forming |
| Apprenticeship Carpentry | 028A | Bridge Construction |
| Apprenticeship Carpentry | 030 | Standard First Aid |
| Apprenticeship Carpentry | 033A | Cabinet Millwork and Assembly |
| Apprenticeship Carpentry | 033B | Cabinet Installation |
| Apprenticeship Carpentry | 033C | Show Case/Loose Store Fixtures |
| Apprenticeship Carpentry | 033D | Moldings and Trims |
| Apprenticeship Carpentry | 034A | Plastic Laminates |
| Apprenticeship Carpentry | 034B | Solid Surface |
| Apprenticeship Carpentry | 034C | Stair Trim |
| Apprenticeship Carpentry | 034D | Doors and Door Hardware |
| Apprenticeship Carpentry | 035C | Exit and Electrical Security Devices |

REVISED COURSES (con't)**2011-2012 Catalog****Credit**

| | | |
|------------------------------------|------|--|
| Apprenticeship Carpentry | 041 | Powered Industrial Truck Operator |
| Apprenticeship Carpentry | 075B | Light Gage Welding LAC |
| Apprenticeship Carpentry | 076A | Basic Hand Finishing |
| Apprenticeship Carpentry | 076B | Automatic Finishing Tools |
| Apprenticeship Carpentry | 077A | Drywall Installation/Finish Trims |
| Apprenticeship Carpentry | 077B | Advanced Hand Finishing |
| Apprenticeship Carpentry | 077C | Advanced Automatic Finishing Tools |
| Apprenticeship Carpentry | 078B | Advanced Metal Framing |
| Apprenticeship Carpentry | 079A | Drywall/Acoustical Ceilings |
| Apprenticeship Carpentry | 082B | Firestopping Procedures |
| Apprenticeship Carpentry | 083 | Door/Door Frames |
| Apprenticeship Carpentry | 085 | Supervisory Training |
| Apprenticeship Carpentry | 086A | Exterior Insulation Finish Systems (EIFS) |
| Apprenticeship Carpentry | 089 | Free-form Lathing |
| Apprenticeship Carpentry | 090 | Residential Steel Stud Framing |
| Apprenticeship Electrician | 051 | Inside Wireman 1 |
| Apprenticeship Electrician | 052 | Inside Wireman 2 |
| Apprenticeship Electrician | 053 | Inside Wireman 3 |
| Apprenticeship Electrician | 054 | Inside Wireman 4 |
| Apprenticeship Electrician | 055 | Inside Wireman 5 |
| Apprenticeship Electrician | 056 | Inside Wireman 6 |
| Apprenticeship Electrician | 057 | Inside Wireman 7 |
| Apprenticeship Electrician | 058 | Inside Wireman 8 |
| Apprenticeship Electrician | 059 | Inside Wireman 9 |
| Apprenticeship Electrician | 060 | Inside Wireman 10 |
| Apprenticeship Electrician | 061 | Electrical Safety and First Aid |
| Apprenticeship Operating Engineers | 047 | Operating Engineers Hazmat 40 |
| Apprenticeship Operating Engineers | 048 | Disaster Site Worker |
| Apprenticeship Operating Engineers | 049 | OSHA Construction Training |
| Apprenticeship Operating Engineers | 051 | Operating Engineers Hazmat 8 |
| Apprenticeship Operating Engineers | 052 | Mobile Cranes |
| Apprenticeship Operating Engineers | 053 | Special Inspector Education |
| Apprenticeship Operating Engineers | 061 | Concrete Transportation Construction Inspector |
| Apprenticeship Operating Engineers | 062 | Asphalt Inspection |
| Apprenticeship Operating Engineers | 071A | Reinforced Concrete |
| Apprenticeship Operating Engineers | 072A | Prestressed Concrete |
| Apprenticeship Operating Engineers | 073A | Structural Steel/Welding |
| Apprenticeship Operating Engineers | 074A | Structural Masonry |
| Apprenticeship Operating Engineers | 075A | Soils Inspection and Testing |
| Apprenticeship Operating Engineers | 076A | Structural Plan Reading for Inspectors |
| Apprenticeship Pile Driver | 011 | Orientation and Safety |
| Apprenticeship Pile Driver | 012 | Piles and Hammers |
| Apprenticeship Pile Driver | 013 | Pile Caps and Columns |
| Apprenticeship Pile Driver | 014 | Abutments |
| Apprenticeship Pile Driver | 015 | Falsework |

REVISED COURSES (con't)**2011-2012 Catalog****Credit**

| | | |
|----------------------------|-----|---|
| Apprenticeship Pile Driver | 016 | Bridge and Deck Forms |
| Apprenticeship Pile Driver | 017 | Welding Fabrication |
| Apprenticeship Pile Driver | 018 | Structural Welding - AWS |
| Apprenticeship Plastering | 020 | Basic Plastering |
| Apprenticeship Plastering | 043 | Exterior Plastering |
| Apprenticeship Plastering | 044 | Dot and Screed Techniques |
| Apprenticeship Plastering | 045 | Exterior Insulation Finish Systems (EIFS) |
| Apprenticeship Plastering | 046 | Interior Plastering |
| Apprenticeship Plastering | 047 | Finish Applications |
| Apprenticeship Plastering | 048 | Ornamental Plastering |
| Apprenticeship Plastering | 049 | Theme Plastering |
| Apprenticeship Surveying | 121 | Plane Surveying and Coordinate Geometry |
| Apprenticeship Surveying | 122 | Advanced Coordinate Geometry |
| Apprenticeship Surveying | 123 | Laptop Surveying/Aerial Photogrammetry |
| Apprenticeship Surveying | 124 | Plan Reading and Subdivision Surveying |
| Apprenticeship Surveying | 125 | Major Project Plans and Survey Layout |
| Apprenticeship Surveying | 126 | Control and Geodetic Surveying |
| Apprenticeship Surveying | 127 | U.S Public Land Surveys |
| Apprenticeship Surveying | 128 | Property Surveys and Legal Descriptions |
| Cosmetology | 040 | Cosmetology |
| Cosmetology | 050 | Manicuring |
| Cosmetology | 070 | Barbering |
| Cosmetology | 080 | Esthetician |
| Counseling | 118 | Self Exploration and the Teaching Profession |
| Education | 200 | Introduction to Elementary Classroom Teaching |
| Electrician | 051 | Quality Safety Program and First Aid |
| Electrician | 080 | Electrical Safety and First Aid |
| Electrician | 081 | Codeology |
| Electrician | 082 | NEC Study Level 1 |
| Electrician | 083 | Code Calculations |
| Electrician | 084 | Math Skills for the Electrician |
| English | N90 | English Writing Center I |
| English | N91 | English Writing Center II |
| Exercise Science | 240 | Cross Country Team-Men |
| Exercise Science | 241 | Cross Country Team-Women |
| Exercise Science | 250 | Track And Field Team-Men |
| Exercise Science | 251 | Track And Field Team-Women |
| Exercise Science | 260 | Golf Team-Men |
| Exercise Science | 261 | Golf Team-Women |
| Exercise Science | 270 | Soccer Team-Men |
| Exercise Science | 271 | Soccer Team-Women |
| Exercise Science | 275 | Theory Of Soccer |
| Exercise Science | 281 | Softball Team-Women |
| Exercise Science | 285 | Theory Of Softball |

REVISED COURSES (con't)**2011-2012 Catalog****Credit**

| | | |
|-------------------------|------|---|
| Mathematics | 083L | Math Review |
| Political Science | 230 | Political Theory |
| Public Works | 050 | Public Works I |
| Public Works | 061 | Plan Interpretation and Cost Estimating |
| Public Works | 066 | Asphalt and Concrete for the Public Works Inspector |
| Public Works | 075 | Public Administration |
| Public Works | 077 | Energy Code and Green Building Code |
| Public Works | 079 | Sustainable Living and Green Building Concepts |
| Public Works | 080 | Principles of Project Management |
| Spanish | 101A | Elementary Spanish IA |
| Spanish | 101B | Elementary Spanish IB |
| Spanish | 115 | Practical Communication in Spanish For Teachers |
| Survey/Mapping Sciences | 150 | Introduction to Geographic Information Systems |
| Water Utility Science | 131 | Water Conservation Practitioner |

Non-Credit

| | | |
|------------------------|-----|------------------------------|
| Adult Basic Education | 011 | Native Language Basic Skills |
| HSS - Humanities | 150 | Mass Media |
| HSS - Natural Sciences | 100 | Chemistry 1B |
| HSS - Natural Sciences | 182 | Physiology 1A |
| HSS - Natural Sciences | 183 | Physiology 1B |
| HSS - Natural Sciences | 184 | Chemistry 1A |
| Vocational Business | 103 | Introduction To MS Project |

REVISED COMMON COURSES

2011-2012 Catalog

Credit

| | | |
|---------------------------------|-------|--|
| Accounting | 035 | QuickBooks |
| Anthropology | 100 | Introduction to Cultural Anthropology |
| Anthropology | 103 | Introduction to Archaeology |
| Anthropology | 104 | Language and Culture |
| Art | 121 A | Fundamentals of Typography |
| Art | 121 B | Advanced Typograhly |
| Art | 122 | Graphic Design I |
| Art | 188 A | Glass Exploration I |
| Art | 188 B | Glass Exploration II |
| Art | 221 | Graphic Design II |
| Art | 110 | Two-Dimensional Design |
| Art | 129 | Graphic Design Concepts for the Web |
| Art | 131 | Beginning Life Drawing |
| Art | 141 | Beginning Painting |
| Art | 233 | Advanced Drawing |
| Art | 241 | Intermediate Painting |
| Art | 242 | Advanced Painting |
| Art | 230 | Intermediate Drawing |
| Art | 231 | Intermediate Life Drawing |
| Art | 232 | Advanced Life Drawing |
| Art | 250 | Advanced Studio Concepts |
| Biology | 109 | Fundamentals of Biology |
| Biology | 139 | Health Microbiology |
| Biology | 212 | Animal Diversity and Ecology |
| Biology | 214 | Plant Diversity and Evolution |
| Biology | 229 | General Microbiology |
| Business | 127 | Introduction to E-Commerce |
| Criminal Justice | 101 | Introduction to Criminal Justice |
| English | 102 | Literature And Composition |
| English | 102H | Honors Literature And Composition |
| English | 211 | Creative Writing I/Fiction |
| English | 212 | Creative Writing II/Fiction |
| English | 214 | Creative Writing I/Poetry |
| English | 215 | Creative Writing II/Poetry |
| English | 241 | Survey of American Literature 1600-1865 |
| English | 242 | Survey of American Literature 1865 - Present |
| English | 270 | Children's Literature |
| French | 101 | Elementary French I |
| French | 102 | Elementary French II |
| French | 201 | Intermediate French I |
| French | 202 | Intermediate French II |
| Geography | 102 | Cultural Geography |
| Library and Information Studies | 100 | Library Research Fundamentals |

REVISED COMMON COURSES (con't)**2011-2012 Catalog****Credit**

| | | |
|---------------------------------|------|--|
| Library and Information Studies | 103 | Advanced Internet Research |
| Music | 137 | Chamber Choir |
| Music | 123 | Advanced Voice |
| Music | 124 | Advanced Vocal Production and Repertoire |
| Music | 185 | Beginning Classical Guitar |
| Music | 186 | Intermediate Classical Guitar |
| Philosophy | 106 | Introduction to Philosophy |
| Philosophy | 106H | Honors Introduction to Philosophy |
| Philosophy | 108 | Ethics |
| Psychology | 170 | Multicultural Psychology |
| Psychology | 219 | Introduction to Research Methods in Psychology |
| Psychology | 230 | Psychology and Effective Behavior |
| Psychology | 250 | Introduction to Abnormal Psychology |
| Sign Language | 114 | Classifiers, Fingerspelling, and Numbering |
| Spanish | 195A | Advanced Conversational Spanish |
| Theatre Arts | 118 | Fundamentals of Scene Study |

Non-Credit

| | | |
|-----------------------------------|-----|--------------------------------------|
| High School Subjects | 032 | Individualized Instruction |
| High School Subjects - Humanities | 828 | Understanding America Through Art |
| HSS - Humanities | 837 | The Film As Art |
| HSS - Humanities | 845 | Drawing and Painting 1 |
| HSS - Humanities | 846 | Drawing and Painting 2 |
| HSS - Natural Science | 188 | Earth Science 1 |
| HSS - Natural Science | 189 | Life Science 1 |
| HSS - Natural Science | 190 | Physical Science 1 |
| HSS - Natural Science | 192 | Basic Science 1 |
| HSS - Natural Science | 193 | Basic Science 2 |
| HSS - Natural Science | 196 | Health Science |
| Older Adults | 457 | Music Arts For Older Adults |
| Older Adults | 518 | Creative Cooking For Older Adults |
| Older Adults | 802 | Seminar For Older Adults |
| Older Adults | 823 | Manipulative Skills For Older Adults |
| Older Adults | 894 | Physical Fitness For Older Adults |

DISTANCE EDUCATION COURSES**2011-2012 Catalog**

| | | |
|--------------------------|-----|--|
| Apprenticeship Surveying | 121 | Plane Surveying and Coordinate Geometry |
| Apprenticeship Surveying | 122 | Advanced Coordinate Geometry |
| Apprenticeship Surveying | 123 | Laptop Surveying/Aerial Photogrammetry |
| Apprenticeship Surveying | 124 | Plan Reading and Subdivision Surveying |
| Apprenticeship Surveying | 125 | Major Project Plans and Survey Layout |
| Apprenticeship Surveying | 126 | Control and Geodetic Surveying |
| Apprenticeship Surveying | 127 | U.S Public Land Surveys |
| Apprenticeship Surveying | 128 | Property Surveys and Legal Descriptions |
| Human Development | 112 | Health, Safety, and Nutrition for Children |
| Human Development | 120 | Development of the School Age Child (DS5) |
| Human Development | 121 | School Age Child Care Activities (DS5) |
| Human Development | 221 | Teaching in a Diverse Society |
| Psychology | 170 | Multicultural Psychology |
| Psychology | 219 | Introduction to Research methods in Psychology |
| Psychology | 230 | Psychology and Effective Behavior |
| Psychology | 250 | Introduction to Abnormal Psychology |

STAND-ALONE COURSES

2011-2012 Catalog

| | | |
|------------------------------------|------|--|
| Accounting | 035 | QuickBooks |
| American College English | 052 | Expanding Academic Writing and Reading |
| American College English | 053 | Expanding Academic Speaking Skills |
| American College English | 082 | Focus on the Verb |
| American College English | 102 | Refining Academic Writing and Reading |
| American College English | 116 | Introduction to Academic Composition |
| American College English | N42 | Developing Academic Writing and Reading |
| American College English | N43 | Developing Academic Speaking Skills |
| Apprenticeship Carpentry | 047B | Ornamental Plastering 2 (PL-302) |
| Apprenticeship Electrician | 011 | AEP 1 A |
| Apprenticeship Electrician | 012 | AEP 1 B |
| Apprenticeship Electrician | 013 | AEP 2 A |
| Apprenticeship Electrician | 014 | AEP 2 B |
| Apprenticeship Electrician | 015 | AEP 3 A |
| Apprenticeship Electrician | 016 | AEP 3 B |
| Apprenticeship Operating Engineers | 063A | ACI Laboratory Testing Technician I |
| Apprenticeship Operating Engineers | 064A | ACI Laboratory Testing Technician II |
| Apprenticeship Plastering | 021 | Plastering Equipment |
| Apprenticeship Plastering | 022 | Plastering Equipment Application |
| Apprenticeship Plastering | 044 | Dot and Screed Techniques |
| Apprenticeship Plastering | 046 | Interior Plastering |
| Apprenticeship Plastering | 049 | Theme Plastering |
| Computer Science | 257 | Applied Robotics & Embedded Programming |
| Education | 113 | Tutoring Reading in Elementary Schools |
| English | N90 | English Writing Center I |
| English | N91 | English Writing Center II |
| Exercise Science | 285 | Theory Of Softball |
| Human Development | 112 | Health, Safety, and Nutrition for Children |
| Human Development | 120 | Development of the School Age Child (DS5) |
| Human Development | 121 | School Age Child Care Activities (DS5) |
| Human Development | 221 | Teaching in a Diverse Society |
| Mathematics | 073L | Math Review |
| Mathematics | 083L | Math Review |
| Mathematics | 093L | Math Review |
| Older Adults | 457 | Music Arts For Older Adults |
| Older Adults | 518 | Creative Cooking For Older Adults |
| Older Adults | 802 | Seminar For Older Adults |
| Older Adults | 823 | Manipulative Skills For Older Adults |
| Older Adults | 894 | Physical Fitness For Older Adults |
| Public Works | 077 | Energy Code and Green Building Code |
| Public Works | 079 | Sustainable Living and Green Building Concepts |
| Public Works | 086 | Basic Code Enforcement Officer |

STAND-ALONE COURSES (con't)

| | | |
|-------------------------|------|--|
| Public Works | 087 | Intermediate Code Enforcement Officer |
| Public Works | 088 | Advanced Code Enforcement Officer |
| Public Works | 089 | Code Enforcement Officer - Supervision |
| Special Services | N64A | Academic Coaching |
| Special Services | N64B | Applied Academic Coaching |
| Survey/Mapping Sciences | 248 | Photogrammetry |
| Water Utility Science | 049 | Reservoir Management and Water Sampling Techniques |
| Water Utility Science | 057 | Water Distribution Test Preparation |

DEACTIVATED COURSES**2011-2012 Catalog****Credit**

| | | |
|------------------------------------|------|---|
| American College English | 082 | Focus on the Verb |
| Apprenticeship Carpentry | 003C | Tilt-Up Panel Detailing (TU-203) |
| Apprenticeship Carpentry | 004D | Concrete Stair Forms (TU-304) |
| Apprenticeship Carpentry | 010 | Pile Driver Skills Development |
| Apprenticeship Carpentry | 021D | Wall Framing 2 (F-104) |
| Apprenticeship Carpentry | 023A | Exterior Details 2 (F-301) |
| Apprenticeship Carpentry | 025B | Flatwork (C-104) |
| Apprenticeship Carpentry | 027A | Architectural Concrete (C-109) |
| Apprenticeship Carpentry | 027B | Column Forms (C-110) |
| Apprenticeship Carpentry | 029 | Welding SW for Carpentry Apprentices |
| Apprenticeship Carpentry | 031 | Carpentry Skills Development |
| Apprenticeship Carpentry | 035A | Hinge & Door Closer Hardware (FC-111) |
| Apprenticeship Carpentry | 035B | Cylindrical and Mortise Locksets (FC-112) |
| Apprenticeship Carpentry | 035D | Advanced Doors (FC-114) |
| Apprenticeship Carpentry | 036 | IRAH Certification (FC-115) |
| Apprenticeship Carpentry | 040 | Journeyman Skills Development |
| Apprenticeship Carpentry | 047B | Ornamental Plastering 2 (PL-302) |
| Apprenticeship Carpentry | 076C | Architectural Wall Finishing (DWF-304) |
| Apprenticeship Carpentry | 078A | Basic Steel Stud Framing (DWF-331) |
| Apprenticeship Carpentry | 079B | Acoustical 2 (DW/DWF-302) |
| Apprenticeship Carpentry | 080A | Computer Basics for Drywall (DW/DWF-305) |
| Apprenticeship Carpentry | 080B | Keyboarding for Drywall (DW/DWF-306) |
| Apprenticeship Carpentry | 081 | Drywall/Acoustical Skills Development |
| Apprenticeship Carpentry | 082A | Clean Room Assembly (DW/DWF-308) |
| Apprenticeship Carpentry | 084 | Drywall Finishing (DW-311) |
| Apprenticeship Carpentry | 086B | GFRC/GFRG (DW/DWF-315) |
| Apprenticeship Carpentry | 088A | MSDS for Drywall (DW/DWF-316) |
| Apprenticeship Electrician | 011 | AEP 1 A |
| Apprenticeship Electrician | 012 | AEP 1 B |
| Apprenticeship Electrician | 013 | AEP 2 A |
| Apprenticeship Electrician | 014 | AEP 2 B |
| Apprenticeship Electrician | 015 | AEP 3 A |
| Apprenticeship Electrician | 016 | AEP 3 B |
| Apprenticeship Electrician | 064 | Standard First Aid |
| Apprenticeship Electrician | 065 | Electrical Skills Development |
| Apprenticeship Electrician | 066 | Journeyman Skills Development |
| Apprenticeship Operating Engineers | 050 | First Aid Multi-Media |
| Apprenticeship Surveying | 130 | Surveying Skills |
| Art | 031A | Introduction to Life Drawing |
| Art | 105 | History of Modern Art |
| Art | 140A | Watercolor Painting |
| Art | 140B | Watercolor Painting |
| Art | 162 | Digital Design with Photoshop-I |

DEACTIVATED COURSES (con't)**2011-2012 Catalog****Credit**

| | | |
|-------------------------|------|---|
| Art | 163 | Digital Design with Photoshop-II |
| Art | 164 | Web Design with Flash |
| Art | 172A | Monotype/Monoprint Making |
| Art | 172B | Monotype/Monoprint Making |
| Art | 191A | Digital Publishing with Indesign |
| Art | 192A | Digital Illustration with Illustrator |
| Astronomy | 110H | Honors Introduction to Stars & Galaxies |
| Cosmetology | 060 | Cosmetician |
| Counseling | 120 | Assertive Self Development |
| Earth Science | 150 | Introduction to Oceanography |
| Electrician | 034 | Standard First Aid |
| Electrician | 055 | Electrical Skills Development |
| Mathematics | 145 | Finite Mathematics |
| Mathematics | 165 | Introduction to Math Tutoring |
| Nutrition and Food | 065 | Contemporary Nutrition |
| Physical Science | 117 | Physical Science Survey |
| Physical Science | 118 | Physical Science Survey Lab |
| Real Estate | 107 | Basic Real Estate Appraisal |
| Special Services | 205 | Exceptionality and Special Needs in Human Development |
| Survey/Mapping Sciences | 248 | Photogrammetry |

Non-Credit

| | | |
|------------------------------|-----|---|
| English as a Second Language | 131 | Communicating Through Drama |
| English as a Second Language | 392 | Writing and Computers: Developing as a School Publication |
| Older Adults | 443 | Our American Film Heritage |
| Older Adults | 456 | Choral Dynamics For Older Adults |
| Vocational Horticulture | 565 | Fundamentals of Plant Propagation, Pre-Apprentice |
| Vocational Horticulture | 571 | Basic Horticulture and Plant Maintenance |

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

| | | |
|---------|--|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Santa Ana College Community Services Program for Summer 2011 | |
| Action: | Request For Approval | |

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are noncredit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these programs are offered to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on our program and the community.

ANALYSIS

The proposed Summer 2011 schedule offers 170 academic enrichment, personal and professional development courses, and recreational activities for adults and children in the Santa Ana College service area. The comprehensive menu of classes proposed seeks to meet the demographic and diverse needs of the community while generating revenue to ensure the continued expansion of the Community Services Program at Santa Ana College. The Summer 2011 Community Services brochure will highlight nearly 50 College for Kids classes and recreational activities this summer. It is the continued intent to expand and discover new outreach strategies that generate revenue for the SAC Community Services Program.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Summer 2011.

| | | |
|-----------------|---|----------------------------|
| Fiscal Impact: | \$35,000 (estimated net income after expenses) | Board Date: March 28, 2011 |
| Prepared by: | Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed. D., Dean of Student Affairs | |
| Submitted by: | Erlinda J. Martinez, Ed. D., President, Santa Ana College | |
| Recommended by: | Raúl Rodríguez, Ph.D., Chancellor, RSCCD | |

COMMUNITY SERVICES – SUMMER 2011 PROGRAM

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate</u> |
|--|------------------------|------------|-----------------|
| Animal Care | | | |
| Puppy Kindergarten | Dog Services Unlimited | \$69 | 60/40 |
| Basic Dog Manners | Dog Services Unlimited | \$72 | 60/40 |
| Dog Obedience | Dog Services Unlimited | \$82 | 60/40 |
| Arts & Crafts | | | |
| Floral Design | Jennifer Khari | \$25 | 70/30 |
| Jewelry Design | Brigitte Burns | \$25 | 60/40 |
| Knitting | Brigitte Burns | \$49 | 60/40 |
| Acrylic Painting | Krissann Shipley | \$69 | 60/40 |
| Automotive | | | |
| BAR Update | Douglas Wilkes | \$295 | 60/40 |
| CCDET Smoke Opacity | Tom Hogue | \$175 | 60/40 |
| EPA Certification | Tom Hogue | \$215 | 60/40 |
| Auto Wholesale Business | Ronald Williams | \$85 | 60/40 |
| Basic Car Repair | Doug Wilkes | \$59 | 60/40 |
| Business & Careers | | | |
| Small Business Bookkeeping & Taxes | Phil Famolaro | \$89 | 60/40 |
| Successful Opportunities in Cart Vending | Gene Konstant | \$49 | 60/40 |
| Become A Notary Public | Carrie Christensen | \$85 | 60/40 |
| Become A Certified Live Scan Operator | Susan Vega | \$139 | 60/40 |
| How to Manage Rental Properties | Pat Larkin | \$39 | 60/40 |
| Moneymaking Using Your Computer | Nancy Miller | \$39 | 60/40 |
| Build Your Own Website | Michael Rounds | \$39 | 60/40 |
| Cash In On Your Ideas & Inventions | Nancy Miller | \$39 | 60/40 |
| Proud to Be An American | Thuy Huong Nguyen | \$29 | 60/40 |
| Grant Writing Fundamentals | John Drew | \$69 | 60/40 |
| How To Sell on eBay | Francis Greenspan | \$79 | 60/40 |
| Spanish for Healthcare Professionals | Alicia Migliarini | \$149 | 60/40 |
| NASBITE/CGBP Prep | Madeline Grant | \$89 | 60/40 |
| Become An Event Planner | Elisha Valentine | \$69 | 60/40 |
| Voice Overs-You're On The Air | Sheryl Powers | \$29 | 60/40 |
| Behind The Scenes:Sports Opportunities | Nick Davidson | \$29 | 60/40 |
| Solar Energy Training | Quayum Abdul | \$299 | 60/40 |
| Earn Extra Money As A Mystery Shopper | Elaine Moran | \$39 | 60/40 |
| Identify Your Perfect Career | Sue Montelone | \$39 | 60/40 |
| Successful Home-Based Business | LeeAnne Krusemark | \$29 | 60/40 |
| Cash in as a Typist/Word Processor | LeeAnne Krusemark | \$29 | 60/40 |
| Getting Published | LeeAnne Krusemark | \$29 | 60/40 |
| Meet the Publisher | LeeAnne Krusemark | \$29 | 60/40 |
| Home Based Web Server | Alberto Ortiz | \$99 | 60/40 |
| Successful Cold Calling | Greg Marshall | \$44 | 60/40 |
| Child Visitation Monitor | Carrie Christensen | \$199 | 60/40 |
| Identify Your Perfect Career | Sue Montelone | \$39 | 60/40 |
| OSHA Certification Training | Hector Escarcega | \$129 | 60/40 |
| Balloon Artistry | Charles Prosper | \$59 | 60/40 |
| Private Investigator | Jim Harriger | \$39 | 60/40 |
| College For Kids | | | |
| Reading Development | Readwrite Education | \$89 | \$35/hour |
| Math Development | Readwrite Education | \$89 | \$35/hour |
| Speed Reading & Vocabulary Building | Readwrite Education | \$69 | \$35/hour |
| Study Skills & Test Taking | Readwrite Education | \$59 | \$35/hour |
| Talk Your Way to Straight A's | Vandy Forrester | \$29 | 60/40 |

COMMUNITY SERVICES – SUMMER 2011 PROGRAM

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate</u> |
|--------------------------------|---------------------|------------|-----------------|
| English Composition | Phyllis Neal | \$59 | 60/40 |
| Seriously Awesome Sitters | Sabrina Bradley | \$39 | 60/40 |
| Healthy Mini Chefs | Sue Ratanjee | \$79 | 60/40 |
| Horse Camp | Cheryl Skidmore | \$44 | 60/40 |
| Musical Theater | Charna Lopez | \$89 | \$30/hour |
| Softball Camp | Jessica Rapoza | \$89 | \$60/40 |
| Dance, Dance, Dance | Charna Lopez | \$59 | \$30/hour |
| Singing For Youth | Stephanie Brohmer | \$69 | 60/40 |
| SAT Prep | Sheldon/Holly | \$115 | \$35/hour |
| Hip Hop Dance | Brooke Blackford | \$59 | 60/40 |
| Tennis Camp | Robert Manuel | \$69 | 60/40 |
| Teen Make-Up & Skin Care | Michelle Jackson | \$39 | 60/40 |
| Beginning Drawing | Miguel Bahena | \$49 | 60/40 |
| Bridge Building | Steve Mendoza | \$69 | 60/40 |
| Robotics | Steve Mendoza | \$69 | 60/40 |
| Windmills & Solar Cars | Steve Mendoza | \$69 | 60/40 |
| Rockets | Steve Mendoza | \$69 | 60/40 |
| Catapults | Steve Mendoza | \$69 | 60/40 |
| Because Manners Matter | Marge Fraizer | \$59 | 60/40 |
| Instant Manners | Marge Fraizer | \$29 | 60/40 |
| Magic For Kids | Jack Sword | \$69 | 60/40 |
| Online Driver's Ed | Erika Vieyra | \$55 | 60/40 |
| Spanish For Kids | Alicia Migliarini | \$69 | 60/40 |
| Basketball Camp | Johnathan Emaguna | \$79 | 60/40 |
| Keyboarding | Nancy Haugen | \$79 | \$35/hour |
| Computers | Debra Crowley | \$79 | \$35/hour |
| Web Design for Kids | Nancy Haugen | \$79 | \$35/hour |
| Digital Mapping using GPS | Debra Crowley | \$79 | \$35/hour |
| Digital Photography | Debra Crowley | \$79 | \$35/hour |
| Photoshop | Debra Crowley | \$79 | \$35/hour |
| Drawing with Pastels | Krisann Shipley | \$59 | 60/40 |
| Chess | Alicia Migliarini | \$69 | 60/40 |
| Pre-Algebra | Maria Lopez-Sheldon | \$99 | \$35/hour |
| Algebra | Maria Lopez-Sheldon | \$99 | \$35/hour |
| Fractions, Decimals & Percents | Maria Lopez-Sheldon | \$99 | \$35/hour |
| Word Problems | Maria Lopez-Sheldon | \$99 | \$35/hour |
| Beginning Guitar | Rob Andrews | \$69 | 60/40 |
| Aquatics Camp | Briana Blackford | \$34 | 60/40 |
| Knitting | Brigitte Burns | \$49 | 60/40 |
| Sewing/Pattern Making | LeeAnna Silvers | \$59 | 60/40 |
| Fashion Design | LeeAnna Silvers | \$59 | 60/40 |
| Kids & Money | Barbara Stowell | \$59 | 60/40 |
| Writing Academy | Stephanie Brohmer | \$59 | 60/40 |
| Piano | Stephanie Brohmer | \$69 | 60/40 |
| Digital Storytelling | Jeremiah Karpowicz | \$79 | 60/40 |
| Golf Camp | Kris Olsen | \$99 | 60/40 |
| Computers | | | |
| PC Troubleshooting | Dave Westerfield | \$44 | 60/40 |
| MS Applications | Debra Crowley | \$79 | \$35/hour |
| Web Design Fundamentals | Nancy Haugen | \$79 | \$35/hour |
| Photoshop Fundamentals | Debra Crowley | \$79 | \$35/hr |
| Digital Photography | Debra Crowley | \$79 | \$35/hr |
| Digital Storytelling | Jeremiah Karpowicz | \$79 | 60/40 |

COMMUNITY SERVICES – SUMMER 2011 PROGRAM

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate</u> |
|---|---------------------------|------------|-----------------|
| Court Mandated | | | |
| Alcohol & Drug Awareness | Pat Verwiel | \$40 | 50/50 |
| 14601 Suspended License Program | Barry Reed | \$255 | 50/50 |
| Culinary Arts | | | |
| Flavors of India | Sue Ratanjee | \$29 | 60/40 |
| Sushi Made Easy | Dave Sobel | \$29 | 60/40 |
| Cooking with Tarla | Tarla Fallgatter | \$29 | 60/40 |
| Enchanting Edibles | Jammie South | \$29 | 60/40 |
| Dance | | | |
| Salsa | Salomon Rivera | \$59 | 60/40 |
| Belly Dance | JoEllen Larsen | \$79 | 60/40 |
| Ballroom Dance | John Potter | \$59 | 60/40 |
| Come Out Swingin' | John Potter | \$59 | 60/40 |
| Health, Fitness & Beauty | | | |
| Yoga | Pamela Buonanotte | \$69 | 60/40 |
| Basic First Aid & CPR | Sabrina Bradley | \$25 | 60/40 |
| Couples Massage | Barb Sobel | \$\$39/59 | 60/40 |
| Head, Neck, Shoulder Massage | Barb Sobel | \$39/\$59 | 60/40 |
| Table Etiquette | Margaret Frazier | \$39 | 60/40 |
| Tai Chi | James Rose | \$69 | 60/40 |
| Chi Gung | James Rose | \$69 | 60/40 |
| Fitness Conditioning | Staff | \$15 | 50/50 |
| Zumba | Laura Simon | \$39 | 60/40 |
| Weighting 2 Exhale | Laura Simon | \$39 | 60/40 |
| Open Court Badminton | Phuc Le | \$29/\$44 | 60/40 |
| Live In Balance | Colleen Blackford | \$59 | 60/40 |
| Intuitive Eating | Heather Tarlow-Edwards | \$39 | 60/40 |
| Parenting 101 | Christina Sepulveda-Geiss | \$55 | 60/40 |
| School Readiness | Christina Sepulveda-Geiss | \$120 | 60/40 |
| Earn Money Teaching Specialty Fitness Classes | Debbi Harper | \$29 | 60/40 |
| Home & Garden | | | |
| Interior Design | Tahani Omari | \$69 | 60/40 |
| Feng Shui Fundamentals | Kathy Zimmerman | \$39 | 60/40 |
| Furniture Upholstery | Paul Dominguez | \$89 | 60/40 |
| Intermediate Upholstery | Paul Dominguez | \$129 | 60/40 |
| Electrical Repairs | Phil Famolaro | \$74 | 60/40 |
| Language | | | |
| Conversational Spanish | Alicia Migliarini | \$79 | 60/40 |
| Romance Languages to Go | Claudia Lipp | \$59 | \$35/hrly |
| Money Matters | | | |
| Social Security-Baby Boomers | Michele Young | \$35/\$54 | 60/40 |
| Master Your Money | Jalon O'Connell | \$44/\$66 | 60/40 |
| Navigate Scholarships | Jalon O'Connell | \$35/\$54 | 60/40 |
| Retirement Planning | John Robbins | \$44/\$66 | 60/40 |
| Mutual Funds | John Robbins | \$44/\$66 | 60/40 |
| Dollars & Cents: Save it or Spend it | Barbare Stowell | \$29/\$44 | 60/40 |
| Financial Management Workshop | Jim Dumbeck | \$49/\$69 | 60/40 |

COMMUNITY SERVICES – SUMMER 2011 PROGRAM

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate</u> |
|---|-------------------------|------------|-----------------|
| Music | | | |
| Taiko Drumming | Judi Kaminishi | \$75 | 60/40 |
| Guitar | Rob Andrews | \$72 | 60/40 |
| Older Adult | | | |
| Introduction to Watercolor | Krissann Shipley | \$79 | 60/40 |
| Ballroom Dancing for the Young At Heart | Phil Famolaro | \$44/\$66 | 60/40 |
| Tell Your Story | Allene Symons | \$36 | 60/40 |
| Develop A Healthy Brain | Debbi Harper | \$29 | 60/40 |
| Chess | Alicia Migliarini | \$69 | 60/40 |
| Computers for Beginners | Dave Westerfield | \$49 | 60/40 |
| Medicare Options | Barbara Stowell | \$29 | 60/40 |
| Leave A Living Legacy | Rounds, Miller & Assoc. | \$29 | 60/40 |
| Online Workshops | | | |
| Internet & Basic Computer Literacy | Education To Go | \$89 | \$52 |
| Web Page Design, Graphics & Multimedia | Education To Go | \$89 | \$52 |
| Computer Troubleshooting & Networking | Education To Go | \$89 | \$52 |
| Computer Programming | Education To Go | \$89 | \$52 |
| Digital Photography & Digital Video | Education To Go | \$89 | \$52 |
| Languages (various) | Education To Go | \$89 | \$52 |
| Writing Courses | Education To Go | \$89 | \$52 |
| Entertainment Industry | Education To Go | \$89 | \$52 |
| Business Planning & Sales | Education To Go | \$89 | \$52 |
| Business Marketing & Accounting | Education To Go | \$89 | \$52 |
| Finance, Wealth & Career Building | Education To Go | \$89 | \$52 |
| Family, Parenting & Child Care | Education To Go | \$89 | \$52 |
| Personal Enrichment | Education To Go | \$89 | \$52 |
| Online Career Training Programs | | | |
| Business & Professional | Gatlin Education | \$1795 | \$300 |
| Healthcare & Fitness | Gatlin Education | \$1795 | \$300 |
| Hospitality & Gaming | Gatlin Education | \$1795 | \$300 |
| IT & Software Development | Gatlin Education | \$1795 | \$300 |
| Management & Corporate | Gatlin Education | \$1795 | \$300 |
| Media & Design | Gatlin Education | \$1795 | \$300 |
| Skilled Trades & Industrial | Gatlin Education | \$1795 | \$300 |
| Sustainable Energy & Going Green | Gatlin Education | \$1795 | \$300 |
| Real Estate | | | |
| Accelerate Real Estate Wealth | Seewing Yee | \$49 | 60/40 |
| Programas Alternativos | Sandy Flores | \$10 | 60/40 |
| Profiting with Fixer-Uppers | Marshall Reddick | \$54/\$81 | 60/40 |
| Take the Mystery Out of Buying First Home | Marshall Reddick | \$54/\$81 | 60/40 |
| Understanding Short Sales | Diana McLellan | \$39 | 60/40 |
| Real Estate Transaction Coordinator | Carrie Christensen | \$85 | 60/40 |
| Travel | | | |
| Cirque Du Soleil | Dustin G. Teichman | \$89 | \$150 |
| Getty Villa | Dustin G. Teichman | \$48 | 60/40 |
| Taste of Europe | Dustin G. Teichman | \$89 | 60/40 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

| | |
|---|----------------------|
| To: Board of Trustees | Date: March 28, 2011 |
| Re: Approval of Santiago Canyon College Community Services Program – Summer 2011 | |
| Action: Request for Approval | |

BACKGROUND

The Summer 2011 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality programming in community education through the development of new courses and promoting on-going revenue-generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 130 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Community Services Program for Summer 2011.

| | |
|--|----------------------------|
| Fiscal Impact: \$25,000 revenue | Board Date: March 28, 2011 |
| Prepared by: Jose Vargas, Vice President of Continuing Education | |
| Submitted by: Juan Vázquez, President | |
| Recommended by: Dr. Raúl Rodríguez, Chancellor | |

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2011

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate SCC/Presenter</u> |
|--|---------------------------|------------|-----------------------------------|
| <i>Animal Care</i> | | | |
| Dog Obedience | Dog Services Unlimited | \$72 | 60/40 |
| How to Help Your Dog Help Others | Kim Pagonos | \$69 | 60/40 |
| <i>Around the Home & Garden</i> | | | |
| Interior Design for the Homeowner | Cynthia Albert | \$69 | 60/40 |
| Basic Plumbing | Rick Longobart | \$69 | 50/50 |
| <i>Arts & Crafts</i> | | | |
| Summer Plants & Floral Design | Jen K Floral | \$28 | 70/30 |
| Intermediate Floral Design | Jen K Floral | \$28 | 70/30 |
| Jewelry Design/Stringing Techniques | Phuong Nguyen | \$35 | 50/50 |
| Jewelry Design/Wire Techniques | Phuong Nguyen | \$35 | 50/50 |
| Paper Making | Patrice Goldberg | \$25 | 60/40 |
| Drawings Portraits | Amy Styffe | \$69 | 60/40 |
| Introduction to Drawing | Staff TBA | \$69 | 60/40 |
| Beginning Painting | Staff TBA | \$69 | 60/40 |
| Stain Glass | Staff TBA | \$69 | 60/40 |
| <i>Business & Careers</i> | | | |
| Introduction to Voiceovers | Voices for All | \$29 | 60/40 |
| Become a Notary Public | Notary Public Seminars | \$85 | 60/40 |
| Renew Your Notary | Notary Public Seminars | \$50 | 60/40 |
| How to Be Your Own Private Investigator | Jim Harriger | \$39 | 60/40 |
| How to Become a Mystery Shopper | Elaine Moran | \$39 | 60/40 |
| Writing Your 1 st Book | Bobbie Christensen | \$29 | 60/40 |
| Publishing Your 1 st Book | Bobbie Christensen | \$29 | 60/40 |
| Starting Your Own Business | Diana Woo Sullivan | \$59 | 60/40 |
| Accounting for the Non-Accountants | Theresa Hagelbarger | \$89 | 60/40 |
| Introduction to QuickBooks | Theresa Hagelbarger | \$99 | 60/40 |
| Backflow Prevention Device Repair | Gary Blackmore | \$250 | \$50/hour |
| Operation Management Certificate | Searchtec | \$645 | 35/65 |
| • Principles of Quality Management | Searchtec | \$145 | 35/65 |
| • Project Management | Searchtec | \$145 | 35/65 |
| • Work Measurements & Work Systems | Searchtec | \$145 | 35/65 |
| • Production Planning | Searchtec | \$145 | 35/65 |
| • Supply Chain Logistics Management | Searchtec | \$145 | 35/65 |
| Maintenance Management Workshop | Searchtec | \$99 | 35/65 |
| Personal Trainer Certificate | World Instructor Training | \$524 | \$424/person |
| Social Media Marketing | Renee Levine | \$39 | \$40/hour |
| <i>College for Kids</i> | | | |
| Basic Math (Grades 3/4)(Grades 5/6) | Alpine Tutoring | \$98 | 60/40 |
| Pre-Algebra | Alpine Tutoring | \$98 | 60/40 |
| Algebra | Alpine Tutoring | \$98 | 60/40 |

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2011

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate SCC/Presenter</u> |
|--------------------------------------|----------------------------|------------|-----------------------------------|
| <i>College for Kids (continued)</i> | | | |
| Musical Theater | Carol Roman | \$89 | \$40/hour |
| Hip Hop Dance | OC Dance Production | \$79 | 60/40 |
| Cheer Camp | OC Dance Production | \$95 | 60/40 |
| Adventure Boot Camp | Francine Foroughi | \$79 | 60/40 |
| Brazilian Jiu-Jitsu | Mauricio Marino Dos Santos | \$75 | 60/40 |
| Natural A's | Curtis Adney | \$49 | 60/40 |
| Keyboarding For Kids | Taylor Parker | \$79 | \$40/hour |
| Computers For Kids | Taylor Parker | \$79 | \$40/hour |
| Website Design | Renee Levine | \$89 | \$45/hour |
| Digital Photography for Kids | Renee Levine | \$89 | \$45/hour |
| Photoshop For Kids | Renee Levine | \$78 | \$45/hour |
| Spanish for Kids | Readwrite Education | \$69 | \$40/hour |
| Because Manners Matter | Margaret Frazier | \$59 | 60/40 |
| Instant Manners for Teen & Tweens | Margaret Frazier | \$59 | 60/40 |
| Seriously Awesome Sitters | Sabrina Bradley | \$39 | 60/40 |
| Pre-Engineering (Legos ®) | Play-Well | \$145 | \$96/person |
| Engineering Fundamentals (Legos ®) | Play-Well | \$145 | \$96/person |
| Mad Machines & Red Hot Robots | Mad Science | \$120 | \$80/person |
| Bio Blast & Reaction Action | Mad Science | \$120 | \$80/person |
| Space & Spies | Mad Science | \$120 | \$80/person |
| Forensic Science Academy | Charles Fanning | \$129 | \$45/hour |
| Study Skills & Test Taking | Readwrite Education | \$59 | \$40/hour |
| Reading Development | Readwrite Education | \$89 | \$40/hour |
| Speed Reading & Vocabulary | Readwrite Education | \$69 | \$40/hour |
| Fun Spanish for Kids | Readwrite Education | \$89 | 40/hour |
| Reading Academy (Grades2-5) | Advanced Tutoring | \$79 | 50/50 |
| Writing Academy (Grades 2-8) | Advanced Tutoring | \$79 | 50/50 |
| Math Academy (Grades 2-8) | Advanced Tutoring | \$79 | 50/50 |
| Science Academy (2-5) | Advanced Tutoring | \$79 | 50/50 |
| Public Speaking (2-5) | Advanced Tutoring | \$79 | 50/50 |
| English Composition & Writing Skills | Phyllis Neal | \$59 | 60/40 |
| Catapult Games | Jeffrey Schumerth | \$59 | 60/40 |
| Rockets, Planes & Hot Air Balloons | Jeffrey Schumerth | \$59 | 60/40 |
| How to Write a College Essay | Jayne Munoz | \$59 | \$40/hour |
| Guitar for Kids | Ron Gorman | \$79 | 50/50 |
| Sew Simple | Carla Buchanan | \$69 | 60/40 |
| Fashion Design | Carla Buchanan | \$69 | 60/40 |
| Modeling for Girls & Teens | Tara Myer | \$59 | 60/40 |
| Acting Fundamentals | Tara Myer | \$59 | 60/40 |
| Leadership Development | Derek Marshall | \$59 | \$40/hour |
| Chess | Jim Bullock | \$79 | 60/40 |
| Art Camp-Cartoon Workshop | Young Rembrandts | \$83 | 60/40 |
| Art Camp-Enchanted Academy | Young Rembrandts | \$83 | 60/40 |
| Art Camp- Voyage Across the Sea | Young Rembrandts | \$83 | 60/40 |

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2011

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate SCC/Presenter</u> |
|-------------------------------------|------------------------|------------|-----------------------------------|
| <i>College for Kids (continued)</i> | | | |
| Robotic Camps | Computer Explorers | \$159 | \$105/person |
| Video Game Design | Freshi Films LLC | \$159 | \$104/person |
| Themed Movie Making | Freshi Films LLC | \$159 | \$104/person |
| Video Game Development 1.5 | Freshi Films LLC | \$159 | \$104/person |
| Stop-Motion Animation | Freshi Films LLC | \$159 | \$104/person |
| <i>Computers</i> | | | |
| Computers for Beginners | Dori Dumon | \$89 | \$35-45/hour |
| Introduction to Outlook & Email | Dori Dumon | \$89 | \$35-45/hour |
| Managing Your Computer Files | Dori Dumon | \$44 | \$35-45/hour |
| Become a Windows Wizard | Dori Dumon | \$44 | \$35-45/hour |
| Introduction To Photoshop | Dori Dumon | \$89 | \$35-45/hour |
| Microsoft Word - Part I | Karen Harris | \$89 | \$35-45/hour |
| Introduction to MS Excel | Karen Harris | \$89 | \$35-45/hour |
| Improving PC Performance | Robert Cohen | \$29 | 60/40 |
| On-Line Courses | Education To Go | \$79-\$199 | \$52-\$151 |
| <i>Dance</i> | | | |
| Salsa | Salomon Rivera | \$59 | 60/40 |
| Belly Dance | JoEllen Larsen | \$59 | 60/40 |
| Ballet | Victoria Leonard | \$99 | 60/40 |
| Strictly Ballroom | John Potter | \$59 | \$40/hour |
| East Coast Swing | John Potter | \$59 | \$40/hour |
| Dance at Your Wedding | John Potter | \$59 | \$40/hour |
| <i>Health, Beauty & Fitness</i> | | | |
| Tai Chi Chuan | Karen Mack | \$59 | 60/40 |
| Yoga-Body & Spirit in Motion | Lindsey Klabacha | \$79 | 60/40 |
| Head & Foot Massage | Barbara Sobel | \$39/\$69 | 60/40 |
| Evening of Massage | Barbara Sobel | \$39/\$69 | 60/40 |
| Intuitive Eating | Heather Tarlow-Edwards | \$79 | 60/40 |
| Zumba | Francine Foroughi | \$69 | 60/40 |
| PiYo | Francine Foroughi | \$69 | 60/40 |
| Total Fitness | Jeffrey Nolasco | \$30 | 55/45 |
| Yoga for Everybody | Bobby Glicksir | \$30 | 55/45 |
| Wellness Workshops | Amber Voitenko | \$19 | No Charge |
| <i>Language</i> | | | |
| Spanish | Staff TBA | \$69 | 60/40 |
| Fast Fun French | Katherine Watson | \$59 | 60/40 |
| Italian | Alpine Tutoring | \$69 | 60/40 |
| <i>Money Matters</i> | | | |
| Master Your Investments | Jalon O'Connell | \$39/\$59 | 60/40 |

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2011

| <u>Category/Event Name</u> | <u>Instructor</u> | <u>Fee</u> | <u>Pay Rate</u> <u>SCC/Presenter</u> |
|---|----------------------------|------------|---|
| <i>Money Matters (continued)</i> | | | |
| Plan for Retirement | Charles Munoz | \$49/\$59 | 60/40 |
| Build Your Financial Portfolio for \$25 a Month | Bobbie Christensen | \$39/\$59 | 60/40 |
| <i>Music</i> | | | |
| Group Piano/Keyboard | Ron Gorman | \$89 | 50/50 |
| Beginning Guitar | Ron Gorman | \$89 | 50/50 |
| <i>Personal Enrichment</i> | | | |
| What Were You Born To Do | Curtis Adney | \$49 | 60/40 |
| Overcome Anxiety & Panic Forever | Nick Lazaris | \$29 | 60/40 |
| Assertiveness Skills for Success | Nick Lazaris | \$29 | 60/40 |
| <i>Real Estate</i> | | | |
| How to Sell Residential R.E. | Bob Lindquist | \$19 | 60/40 |
| <i>Special Interest</i> | | | |
| Digital Photography | Julie Diebolt Price | \$49 | 60/40 |
| Fly Fishing for Fun | Eric Christensen | \$39 | 60/40 |
| CPR | Sabrina Bradley | \$29 | 60/40 |
| Basic First Aid | Sabrina Bradley | \$29 | 60/40 |
| iPhone, iPad & I'm Lost | Robert Cohen | \$39 | 60/40 |
| Sushi Made Easy | Barbara & Dave Sobel | \$29 | 60/40 |
| <i>Test Preparation</i> | | | |
| SAT Preparation | Joel Sheldon & Jayne Munoz | \$94 | \$40/Hour |
| Online Driver's Education | Safety Drivers Ed | \$59 | 50/50 |
| <i>Travel</i> | | | |
| Getty Villa | Good Times Travel | \$48 | \$33 /person |
| Taste of Europe | Good Times Travel | \$89 | \$74/person |
| Lake Tahoe & Yosemite Tour | Good Times Travel | \$799 | \$649/person |
| California & Oregon Tour | Good Times Travel | \$1,399 | \$1,099/person |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College**

| | | |
|---------|---|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Communication Studies Degree for Transfer | |
| Action: | Request for Action | |

BACKGROUND

The implementation of Senate Bill 1440 (Padilla, 2010), which is now California Education Code §§66745-66749, establishes that California community colleges, commencing with the 2011-12 academic year, must have in place degrees as defined by California Education Code § 66746 – 66748. The Santiago Canyon College Curriculum and Instruction Council has approved the first of the aforementioned degrees, a new Communication Studies Associate in Arts Degree for Transfer.

ANALYSIS

The attached program represents a summary of requirements as outlined by the Transfer Model Curriculum. The Communication department, Curriculum and Instruction Council and Articulation Officer have collaborated, reviewed and approved the program as presented.

RECOMMENDATION

It is recommended by the Communication department, Curriculum and Instruction Council chair, and Vice President of Academic Affairs that the Board of Trustees approve the proposed program as required by the California Community Colleges Chancellor's Office.

| | | |
|-----------------|--|----------------------------|
| Fiscal Impact: | None. | Board Date: March 28, 2011 |
| Prepared by: | Aracely Mora, Interim Vice President, Academic Affairs | |
| Submitted by: | Juan Vázquez, President | |
| Recommended by: | Dr. Raúl Rodríguez, Chancellor | |



PROGRAM OF STUDY

Communication Studies A.A. Degree for Transfer

The transfer degree curriculum in Communication Studies provides training to build and maintain personal and professional relationships through effective communication. Completion of the transfer degree in Communication prepares students to: (1) Communicate with clarity and accuracy in diverse environments, (2) Act with awareness of self amongst local and global communities, (3) Think critically, creatively and reflectively, and (4) Learn about the self in professional and interpersonal relationships. Successful completion of the transfer degree in Communication guarantees the student acceptance to a local California State University to pursue a baccalaureate degree so as to pursue a career in the field of business, industry, government, social service, and/or education in such areas as teaching, public speaking, consulting, law, announcing, and public relations.

Major requirements for the associate in arts for transfer in Communication Studies degree: Units

| | | |
|----------|-----------------|---|
| COMM 110 | Public Speaking | 3 |
|----------|-----------------|---|

Choose two courses from the following (A): Units

| | | |
|-----------|--|---|
| COMM 100 | Introduction to Interpersonal Communication | 3 |
| | or | |
| COMM 100H | Honors Introduction to Interpersonal Communication | 3 |
| COMM 101 | Group Dynamics | 3 |
| COMM 111 | Argumentation and Debate | 3 |

Choose two courses from the following (B): Units

| | | |
|--|--|---|
| An additional course from (A) (may not be a course used to satisfy the requirements in A) | | 3 |
| COMM 120 | Introduction to Intercultural Communication | 3 |
| | or | |
| COMM 120H | Honors Introduction to Intercultural Communication | 3 |
| COMM 134 | Oral Interpretation | 3 |
| COMM 135 | Readers Theatre | 3 |
| COMM 225 | Gender Communication | 3 |
| | or | |
| COMM 225H | Honors Gender Communication | 3 |

Choose one of the following (C): Units

| | | |
|--|-----------------------------------|---|
| An additional course from (A) or (B) (may not be a course used to satisfy the requirements in A or B) | | 3 |
| ENGL 102 | Literature and Composition | 4 |
| | or | |
| ENGL 102H | Honors Literature and Composition | 4 |
| ENGL 103 | Critical Thinking and Writing | 4 |
| | or | |

4.5 (2)

Total Units**18 - 19**

Program Outcomes

1. Upon completion of any course in communication, the student should be able to better manage apprehension in communication settings.
2. Upon completion of any course in communication, the student should be able to present the self appropriately and effectively through verbal and nonverbal communication.
3. Upon completion of any course in communication, the student should be able to recognize and utilize the components of listening.

PID 217

Check Registers Submitted for Approval
Checks Written for Period 03/05/11 thru 03/16/11

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|------------|---------------------------|------------|---------------|-----------------|-------------|-------------|
| 50263 | General Fund Unrestricted | 31,097.00 | 0.00 | 31,097.00 | 92*0274142 | 92*0274169 |
| 50264 | General Fund Unrestricted | 23,700.00 | 0.00 | 23,700.00 | 92*0274170 | 92*0274197 |
| 50265 | General Fund Unrestricted | 25,602.00 | 0.00 | 25,602.00 | 92*0274198 | 92*0274225 |
| 50266 | General Fund Unrestricted | 18,950.00 | 0.00 | 18,950.00 | 92*0274226 | 92*0274253 |
| 50267 | General Fund Unrestricted | 22,985.00 | 0.00 | 22,985.00 | 92*0274254 | 92*0274281 |
| 50268 | General Fund Unrestricted | 19,104.00 | 0.00 | 19,104.00 | 92*0274282 | 92*0274309 |
| 50269 | General Fund Unrestricted | 20,002.00 | 0.00 | 20,002.00 | 92*0274310 | 92*0274337 |
| 50270 | General Fund Unrestricted | 17,715.00 | 0.00 | 17,715.00 | 92*0274338 | 92*0274365 |
| 50271 | General Fund Unrestricted | 16,962.00 | 0.00 | 16,962.00 | 92*0274366 | 92*0274393 |
| 50272 | General Fund Unrestricted | 24,936.50 | 0.00 | 24,936.50 | 92*0274394 | 92*0274417 |
| 50287 | General Fund Unrestricted | 57,994.00 | 0.00 | 57,994.00 | 92*0274519 | 92*0274574 |
| 50288 | General Fund Unrestricted | 72,885.00 | 0.00 | 72,885.00 | 92*0274575 | 92*0274658 |
| 50289 | General Fund Unrestricted | 86,623.00 | 0.00 | 86,623.00 | 92*0274659 | 92*0274742 |
| 50290 | General Fund Unrestricted | 82,317.00 | 0.00 | 82,317.00 | 92*0274743 | 92*0274826 |
| 50291 | General Fund Unrestricted | 98,954.00 | 0.00 | 98,954.00 | 92*0274827 | 92*0274910 |
| 50292 | General Fund Unrestricted | 84,414.00 | 0.00 | 84,414.00 | 92*0274911 | 92*0274992 |
| 50293 | General Fund Unrestricted | 73,367.02 | 0.00 | 73,367.02 | 92*0274993 | 92*0275077 |
| 50294 | General Fund Unrestricted | 64,376.00 | 0.00 | 64,376.00 | 92*0275078 | 92*0275181 |
| 50295 | General Fund Unrestricted | 71,758.00 | 0.00 | 71,758.00 | 92*0275182 | 92*0275265 |
| 50296 | General Fund Unrestricted | 76,808.00 | 0.00 | 76,808.00 | 92*0275266 | 92*0275349 |
| 50297 | General Fund Unrestricted | 64,085.00 | 0.00 | 64,085.00 | 92*0275350 | 92*0275433 |
| 50298 | General Fund Unrestricted | 71,991.50 | 0.00 | 71,991.50 | 92*0275434 | 92*0275517 |
| 50299 | General Fund Unrestricted | 120,987.00 | 0.00 | 120,987.00 | 92*0275518 | 92*0275601 |
| 50300 | General Fund Unrestricted | 41,745.00 | 0.00 | 41,745.00 | 92*0275602 | 92*0275650 |
| 50301 | General Fund Unrestricted | 1,742.00 | 0.00 | 1,742.00 | 92*0275651 | 92*0275651 |
| 50328 | General Fund Unrestricted | 7,376.00 | 0.00 | 7,376.00 | 92*0275773 | 92*0275777 |
| 50330 | General Fund Unrestricted | 1,969.71 | 0.00 | 1,969.71 | 92*0275786 | 92*0275791 |
| 50331 | General Fund Unrestricted | 13,159.73 | 0.00 | 13,159.73 | 92*0275792 | 92*0275793 |
| 50332 | General Fund Unrestricted | 7,624.81 | 0.00 | 7,624.81 | 92*0275797 | 92*0275799 |
| 50342 | General Fund Unrestricted | 3,275.50 | 0.00 | 3,275.50 | 92*0275855 | 92*0275860 |
| 50343 | General Fund Unrestricted | 4,709.86 | 0.00 | 4,709.86 | 92*0275861 | 92*0275862 |
| 50344 | General Fund Unrestricted | 114.50 | 0.00 | 114.50 | 92*0275868 | 92*0275868 |
| 50345 | General Fund Unrestricted | 2,420.99 | 0.00 | 2,420.99 | 92*0275869 | 92*0275877 |
| 50346 | General Fund Unrestricted | 6,351.45 | 0.00 | 6,351.45 | 92*0275879 | 92*0275880 |
| 50347 | General Fund Unrestricted | 24,396.50 | 0.00 | 24,396.50 | 92*0275881 | 92*0275882 |
| 50348 | General Fund Unrestricted | 2,282.96 | 0.00 | 2,282.96 | 92*0275888 | 92*0275896 |
| 50354 | General Fund Unrestricted | 9,013.00 | 0.00 | 9,013.00 | 92*0275912 | 92*0275913 |
| 50355 | General Fund Unrestricted | 796.11 | 0.00 | 796.11 | 92*0275914 | 92*0275918 |
| 50357 | General Fund Unrestricted | 32,224.32 | 0.00 | 32,224.32 | 92*0275925 | 92*0275930 |
| 50358 | General Fund Unrestricted | 1,217.51 | 0.00 | 1,217.51 | 92*0275931 | 92*0275936 |
| 50359 | General Fund Unrestricted | 4,114.00 | 0.00 | 4,114.00 | 92*0275938 | 92*0275938 |

Check Registers Submitted for Approval
 Checks Written for Period 03/05/11 thru 03/16/11

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|---------------------------|----------------------------|--------------------|----------------------------|-------------|-------------|
| 50361 | General Fund Unrestricted | 6,033.13 | 0.00 | 6,033.13 | 92*0275948 | 92*0275956 |
| 50362 | General Fund Unrestricted | 6,666.15 | 0.00 | 6,666.15 | 92*0275957 | 92*0275965 |
| 50363 | General Fund Unrestricted | 2,190.16 | 0.00 | 2,190.16 | 92*0275966 | 92*0275973 |
| 50367 | General Fund Unrestricted | 462.50 | 0.00 | 462.50 | 92*0275986 | 92*0275988 |
| 50368 | General Fund Unrestricted | 2,334.69 | 0.00 | 2,334.69 | 92*0275990 | 92*0275995 |
| 50369 | General Fund Unrestricted | 1,879.88 | 0.00 | 1,879.88 | 92*0275996 | 92*0276001 |
| 50370 | General Fund Unrestricted | 755.38 | 0.00 | 755.38 | 92*0276002 | 92*0276002 |
| 50371 | General Fund Unrestricted | 704.59 | 0.00 | 704.59 | 92*0276004 | 92*0276009 |
| 50372 | General Fund Unrestricted | 545.51 | 0.00 | 545.51 | 92*0276010 | 92*0276011 |
| 50373 | General Fund Unrestricted | 16,113.08 | 0.00 | 16,113.08 | 92*0276014 | 92*0276017 |
| 50375 | General Fund Unrestricted | 2,063.88 | 0.00 | 2,063.88 | 92*0276024 | 92*0276027 |
| 50383 | General Fund Unrestricted | 1,199.00 | 0.00 | 1,199.00 | 92*0276060 | 92*0276061 |
| 50384 | General Fund Unrestricted | 897.83 | 0.00 | 897.83 | 92*0276062 | 92*0276063 |
| 50386 | General Fund Unrestricted | 4,923.14 | 0.00 | 4,923.14 | 92*0276071 | 92*0276075 |
| 50387 | General Fund Unrestricted | 4,340.00 | 0.00 | 4,340.00 | 92*0276076 | 92*0276076 |
| 50388 | General Fund Unrestricted | 3,529.20 | 0.00 | 3,529.20 | 92*0276081 | 92*0276087 |
| 50389 | General Fund Unrestricted | 5,670.00 | 0.00 | 5,670.00 | 92*0276088 | 92*0276096 |
| 50393 | General Fund Unrestricted | 19,775.80 | 0.00 | 19,775.80 | 92*0276100 | 92*0276100 |
| 50396 | General Fund Unrestricted | 6,000.00 | 0.00 | 6,000.00 | 92*0276110 | 92*0276110 |
| 50401 | General Fund Unrestricted | 301.00 | 0.00 | 301.00 | 92*0276120 | 92*0276122 |
| 50402 | General Fund Unrestricted | 6,976.86 | 0.00 | 6,976.86 | 92*0276124 | 92*0276126 |
| 50403 | General Fund Unrestricted | 425.00 | 0.00 | 425.00 | 92*0276130 | 92*0276130 |
| 50404 | General Fund Unrestricted | 3,175.86 | 0.00 | 3,175.86 | 92*0276135 | 92*0276142 |
| 50405 | General Fund Unrestricted | 2,488.16 | 0.00 | 2,488.16 | 92*0276143 | 92*0276150 |
| 50406 | General Fund Unrestricted | 3,250.00 | 0.00 | 3,250.00 | 92*0276154 | 92*0276154 |
| 50407 | General Fund Unrestricted | 3,684.58 | 0.00 | 3,684.58 | 92*0276156 | 92*0276162 |
| 50408 | General Fund Unrestricted | 395.16 | 0.00 | 395.16 | 92*0276163 | 92*0276171 |
| 50409 | General Fund Unrestricted | 3,105.00 | 0.00 | 3,105.00 | 92*0276174 | 92*0276174 |
| 50415 | General Fund Unrestricted | 613.70 | 0.00 | 613.70 | 92*0276193 | 92*0276195 |
| 50419 | General Fund Unrestricted | 7,851.08 | 0.00 | 7,851.08 | 92*0276219 | 92*0276220 |
| 50420 | General Fund Unrestricted | 22,711.33 | 0.00 | 22,711.33 | 92*0276222 | 92*0276224 |
| 50421 | General Fund Unrestricted | 1,421.50 | 0.00 | 1,421.50 | 92*0276226 | 92*0276229 |
| 50422 | General Fund Unrestricted | 828.39 | 0.00 | 828.39 | 92*0276230 | 92*0276236 |
| 50423 | General Fund Unrestricted | 1,884.16 | 0.00 | 1,884.16 | 92*0276238 | 92*0276244 |
| 50424 | General Fund Unrestricted | 20,822.37 | 0.00 | 20,822.37 | 92*0276245 | 92*0276250 |
| Total Fund 11 General Fund Unrestricted | | <u>1,578,165.04</u> | <u>0.00</u> | <u>1,578,165.04</u> | | |

Check Registers Submitted for Approval
 Checks Written for Period 03/05/11 thru 03/16/11

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|------------|-------------------------|-----------|---------------|-----------------|-------------|-------------|
| 50329 | General Fund Restricted | 4,662.81 | 0.00 | 4,662.81 | 92*0275778 | 92*0275784 |
| 50330 | General Fund Restricted | 200.00 | 0.00 | 200.00 | 92*0275785 | 92*0275785 |
| 50331 | General Fund Restricted | 2,185.91 | 0.00 | 2,185.91 | 92*0275794 | 92*0275796 |
| 50332 | General Fund Restricted | 3,684.09 | 0.00 | 3,684.09 | 92*0275800 | 92*0275800 |
| 50333 | General Fund Restricted | 2,860.39 | 0.00 | 2,860.39 | 92*0275801 | 92*0275810 |
| 50334 | General Fund Restricted | 2,800.00 | 0.00 | 2,800.00 | 92*0275811 | 92*0275817 |
| 50335 | General Fund Restricted | 1,280.00 | 0.00 | 1,280.00 | 92*0275818 | 92*0275825 |
| 50336 | General Fund Restricted | 1,440.00 | 0.00 | 1,440.00 | 92*0275826 | 92*0275834 |
| 50337 | General Fund Restricted | 1,440.00 | 0.00 | 1,440.00 | 92*0275835 | 92*0275843 |
| 50344 | General Fund Restricted | 157.50 | 0.00 | 157.50 | 92*0275863 | 92*0275867 |
| 50345 | General Fund Restricted | 575.96 | 0.00 | 575.96 | 92*0275870 | 92*0275876 |
| 50346 | General Fund Restricted | 2,259.17 | 0.00 | 2,259.17 | 92*0275878 | 92*0275878 |
| 50347 | General Fund Restricted | 16,371.68 | 0.00 | 16,371.68 | 92*0275883 | 92*0275885 |
| 50348 | General Fund Restricted | 1,248.46 | 0.00 | 1,248.46 | 92*0275886 | 92*0275894 |
| 50349 | General Fund Restricted | 1,614.14 | 0.00 | 1,614.14 | 92*0275897 | 92*0275904 |
| 50355 | General Fund Restricted | 636.94 | 0.00 | 636.94 | 92*0275916 | 92*0275920 |
| 50356 | General Fund Restricted | 7,631.73 | 0.00 | 7,631.73 | 92*0275921 | 92*0275924 |
| 50359 | General Fund Restricted | 10,958.06 | 0.00 | 10,958.06 | 92*0275937 | 92*0275939 |
| 50360 | General Fund Restricted | 1,300.67 | 0.00 | 1,300.67 | 92*0275940 | 92*0275947 |
| 50368 | General Fund Restricted | 895.01 | 0.00 | 895.01 | 92*0275989 | 92*0275994 |
| 50371 | General Fund Restricted | 1,689.53 | 0.00 | 1,689.53 | 92*0276003 | 92*0276007 |
| 50372 | General Fund Restricted | 3,551.52 | 0.00 | 3,551.52 | 92*0276012 | 92*0276013 |
| 50373 | General Fund Restricted | 3,760.51 | 0.00 | 3,760.51 | 92*0276018 | 92*0276018 |
| 50374 | General Fund Restricted | 842.11 | 0.00 | 842.11 | 92*0276019 | 92*0276023 |
| 50376 | General Fund Restricted | 521.35 | 0.00 | 521.35 | 92*0276028 | 92*0276033 |
| 50377 | General Fund Restricted | 1,197.49 | 0.00 | 1,197.49 | 92*0276034 | 92*0276041 |
| 50378 | General Fund Restricted | 10,913.90 | 0.00 | 10,913.90 | 92*0276042 | 92*0276044 |
| 50385 | General Fund Restricted | 3,143.77 | 0.00 | 3,143.77 | 92*0276064 | 92*0276070 |
| 50387 | General Fund Restricted | 20,188.55 | 0.00 | 20,188.55 | 92*0276077 | 92*0276080 |
| 50394 | General Fund Restricted | 6,530.83 | 0.00 | 6,530.83 | 92*0276101 | 92*0276102 |
| 50395 | General Fund Restricted | 354.51 | 0.00 | 354.51 | 92*0276103 | 92*0276108 |
| 50396 | General Fund Restricted | 1,137.31 | 0.00 | 1,137.31 | 92*0276109 | 92*0276109 |
| 50402 | General Fund Restricted | 4,868.55 | 0.00 | 4,868.55 | 92*0276123 | 92*0276123 |
| 50403 | General Fund Restricted | 2,779.03 | 0.00 | 2,779.03 | 92*0276127 | 92*0276134 |
| 50405 | General Fund Restricted | 847.05 | 0.00 | 847.05 | 92*0276146 | 92*0276149 |
| 50406 | General Fund Restricted | 13,093.27 | 0.00 | 13,093.27 | 92*0276151 | 92*0276153 |
| 50407 | General Fund Restricted | 2,948.03 | 0.00 | 2,948.03 | 92*0276155 | 92*0276157 |
| 50408 | General Fund Restricted | 1,205.10 | 0.00 | 1,205.10 | 92*0276165 | 92*0276170 |
| 50409 | General Fund Restricted | 427.80 | 0.00 | 427.80 | 92*0276172 | 92*0276173 |
| 50416 | General Fund Restricted | 2,174.07 | 0.00 | 2,174.07 | 92*0276196 | 92*0276204 |
| 50417 | General Fund Restricted | 3,474.45 | 0.00 | 3,474.45 | 92*0276205 | 92*0276212 |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|-------------------------|--------------------------|--------------------|--------------------------|-------------|-------------|
| 50418 | General Fund Restricted | 139,833.61 | 0.00 | 139,833.61 | 92*0276213 | 92*0276215 |
| 50419 | General Fund Restricted | 9,247.25 | 0.00 | 9,247.25 | 92*0276216 | 92*0276221 |
| 50421 | General Fund Restricted | 990.95 | 0.00 | 990.95 | 92*0276225 | 92*0276228 |
| 50422 | General Fund Restricted | 2,166.60 | 0.00 | 2,166.60 | 92*0276231 | 92*0276232 |
| 50423 | General Fund Restricted | 507.54 | 0.00 | 507.54 | 92*0276237 | 92*0276241 |
| 50424 | General Fund Restricted | 1,318.14 | 0.00 | 1,318.14 | 92*0276247 | 92*0276247 |
| 50425 | General Fund Restricted | 109,830.68 | 0.00 | 109,830.68 | 92*0276251 | 92*0276252 |
| Total Fund 12 General Fund Restricted | | <u><u>413,746.02</u></u> | <u><u>0.00</u></u> | <u><u>413,746.02</u></u> | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|------------------------|-------------------------|--------------------|-------------------------|-------------|-------------|
| 50338 | Child Development Fund | 2,228.39 | 0.00 | 2,228.39 | 92*0275844 | 92*0275849 |
| 50350 | Child Development Fund | 809.86 | 0.00 | 809.86 | 92*0275905 | 92*0275908 |
| 50351 | Child Development Fund | 942.26 | 0.00 | 942.26 | 92*0275909 | 92*0275909 |
| 50364 | Child Development Fund | 1,975.29 | 0.00 | 1,975.29 | 92*0275974 | 92*0275979 |
| 50379 | Child Development Fund | 1,745.03 | 0.00 | 1,745.03 | 92*0276045 | 92*0276050 |
| 50397 | Child Development Fund | 2,078.65 | 0.00 | 2,078.65 | 92*0276111 | 92*0276112 |
| 50410 | Child Development Fund | 5,733.60 | 0.00 | 5,733.60 | 92*0276175 | 92*0276176 |
| Total Fund 33 Child Development Fund | | <u>15,513.08</u> | <u>0.00</u> | <u>15,513.08</u> | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|------------------------------|-------------------------|--------------------|-------------------------|-------------|-------------|
| 50340 | Capital Outlay Projects Fund | 14,750.00 | 0.00 | 14,750.00 | 92*0275853 | 92*0275853 |
| 50392 | Capital Outlay Projects Fund | 8,500.00 | 0.00 | 8,500.00 | 92*0276099 | 92*0276099 |
| 50400 | Capital Outlay Projects Fund | 16,296.00 | 0.00 | 16,296.00 | 92*0276119 | 92*0276119 |
| 50414 | Capital Outlay Projects Fund | 1,462.50 | 0.00 | 1,462.50 | 92*0276192 | 92*0276192 |
| 50427 | Capital Outlay Projects Fund | 342.56 | 0.00 | 342.56 | 92*0276256 | 92*0276256 |
| Total Fund 41 Capital Outlay Projects Fu | | <u><u>41,351.06</u></u> | <u><u>0.00</u></u> | <u><u>41,351.06</u></u> | | |

Check Registers Submitted for Approval
 Checks Written for Period 03/05/11 thru 03/16/11

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|----------------------|--------------------------|--------------------|--------------------------|-------------|-------------|
| 50339 | Bond Fund, Measure E | 28,407.49 | 0.00 | 28,407.49 | 92*0275850 | 92*0275852 |
| 50352 | Bond Fund, Measure E | 11,613.18 | 0.00 | 11,613.18 | 92*0275910 | 92*0275910 |
| 50365 | Bond Fund, Measure E | 2,132.19 | 0.00 | 2,132.19 | 92*0275980 | 92*0275981 |
| 50380 | Bond Fund, Measure E | 43,000.00 | 0.00 | 43,000.00 | 92*0276051 | 92*0276053 |
| 50381 | Bond Fund, Measure E | 52,523.98 | 0.00 | 52,523.98 | 92*0276054 | 92*0276057 |
| 50382 | Bond Fund, Measure E | 75,100.00 | 0.00 | 75,100.00 | 92*0276058 | 92*0276059 |
| 50390 | Bond Fund, Measure E | 42,477.90 | 0.00 | 42,477.90 | 92*0276097 | 92*0276097 |
| 50391 | Bond Fund, Measure E | 30,727.20 | 0.00 | 30,727.20 | 92*0276098 | 92*0276098 |
| 50398 | Bond Fund, Measure E | 40,907.00 | 0.00 | 40,907.00 | 92*0276113 | 92*0276114 |
| 50399 | Bond Fund, Measure E | 49,167.13 | 0.00 | 49,167.13 | 92*0276115 | 92*0276118 |
| 50411 | Bond Fund, Measure E | 36,065.78 | 0.00 | 36,065.78 | 92*0276177 | 92*0276183 |
| 50412 | Bond Fund, Measure E | 46,612.50 | 0.00 | 46,612.50 | 92*0276184 | 92*0276187 |
| 50413 | Bond Fund, Measure E | 37,135.99 | 0.00 | 37,135.99 | 92*0276188 | 92*0276191 |
| 50426 | Bond Fund, Measure E | 9,093.24 | 0.00 | 9,093.24 | 92*0276253 | 92*0276255 |
| Total Fund 42 Bond Fund, Measure E | | <u>504,963.58</u> | <u>0.00</u> | <u>504,963.58</u> | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|-----------------------------|-------------------------|--------------------|-------------------------|-------------|-------------|
| 50341 | Property and Liability Fund | 48,296.00 | 0.00 | 48,296.00 | 92*0275854 | 92*0275854 |
| 50353 | Property and Liability Fund | 800.00 | 0.00 | 800.00 | 92*0275911 | 92*0275911 |
| 50366 | Property and Liability Fund | 17,869.14 | 0.00 | 17,869.14 | 92*0275982 | 92*0275985 |
| Total Fund 61 Property and Liability Fund | | <u>66,965.14</u> | <u>0.00</u> | <u>66,965.14</u> | | |

SUMMARY

| | |
|--|----------------------------|
| Total Fund 11 General Fund Unrestricted | 1,578,165.04 |
| Total Fund 12 General Fund Restricted | 413,746.02 |
| Total Fund 33 Child Development Fund | 15,513.08 |
| Total Fund 41 Capital Outlay Projects Fund | 41,351.06 |
| Total Fund 42 Bond Fund, Measure E | 504,963.58 |
| Total Fund 61 Property and Liability Fund | 66,965.14 |
| Grand Total: | <u><u>2,620,703.92</u></u> |

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 2 / 1 / 2011 To 2 / 28 / 2011

Board Meeting on 3 / 28 / 2011

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>Decrease</u> | <u>Increase</u> |
|------------------------|--------------------------------|-----------------|-----------------|
| | <u>Appropriation Account</u> | | |
| 2000 | CLASSIFIED / OTHER NONACADEMIC | | \$20,000 |
| 4000 | SUPPLIES AND MATERIALS | | 15,000 |
| 5000 | OPERATING EXPENSES & SERVICES | | 151,738 |
| 6000 | CAPITAL OUTLAY | | 352,390 |
| | Total appropriation | | \$539,128 |
| | <u>Revenue Account</u> | | |
| 8600 | STATE REVENUE | | \$539,128 |
| | Total revenue | | \$539,128 |

RECOMMENDATION

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

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
2/1/2011 - 2/28/2011

Fund 11: General Fund Unrestricted

| bc10pn217a | 2/17/2011 | B007328 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 15,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 101,738 |
| 6000 | CAPITAL OUTLAY | | 0 | 45,000 |
| 8600 | STATE REVENUE | | 0 | 161,738 |
| | | | <hr/> | <hr/> |
| | | | 0 | 323,476 |
| Reason: | Special Project Adjustment | | | |
| Description: | SCC Adm Svcs mandated costs | | | |

| bc10pn217c | 2/17/2011 | B007330 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 20,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 50,000 |
| 6000 | CAPITAL OUTLAY | | 0 | 307,390 |
| 8600 | STATE REVENUE | | 0 | 377,390 |
| | | | <hr/> | <hr/> |
| | | | 0 | 754,780 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC allocate mandated costs | | | |

Summary by Major Object for Fund 11

| | | <u>Decreases</u> | <u>Increases</u> |
|------|---------------------------------|-------------------------|-------------------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | 0 | 20,000 |
| 4000 | SUPPLIES AND MATERIALS | 0 | 15,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | 0 | 151,738 |
| 6000 | CAPITAL OUTLAY | 0 | 352,390 |
| 8600 | STATE REVENUE | 0 | 539,128 |
| | | <hr/> | <hr/> |
| | | 0 | 1,078,256 |

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

From 2 / 1 / 2011 To 2 / 28 / 2011
Board Meeting on 3 / 28 / 2011

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>Decrease</u> | <u>Increase</u> |
|----------------------------|--------------------------------|------------------|------------------|
| | <u>Appropriation Account</u> | | |
| 1000 | ACADEMIC SALARIES | | \$21,900 |
| 2000 | CLASSIFIED / OTHER NONACADEMIC | | 55,936 |
| 3000 | EMPLOYEE BENEFITS | | 84,606 |
| 4000 | SUPPLIES AND MATERIALS | \$1,772 | |
| 5000 | OPERATING EXPENSES & SERVICES | | 631,563 |
| 6000 | CAPITAL OUTLAY | | 8,557 |
| 7000 | OTHER OUTGO | 138,590 | |
| | Total appropriation | \$140,362 | \$802,562 |
| | <u>Revenue Account</u> | | |
| 8100 | FEDERAL REVENUE | | \$2,950 |
| 8600 | STATE REVENUE | | 659,250 |
| | Total revenue | | \$662,200 |

RECOMMENDATION

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

Fund 12: General Fund Restricted

| bc10kt2211a | 2/2/2011 | B007253 | <u>Decreases</u> | <u>Increases</u> |
|--------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | 83 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 6,748 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 2,615 | 0 |
| 7000 | OTHER OUTGO | | 5,450 | 0 |
| 8100 | FEDERAL REVENUE | | 1,400 | 0 |
| | | | 9,548 | 6,748 |

Reason: Special Project Adjustment
Description: Fund PTSP additional expenses

| bc10pn207a | 2/7/2011 | B007263 | <u>Decreases</u> | <u>Increases</u> |
|-------------------|-------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | 0 | 3,822 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 528 |
| 8100 | FEDERAL REVENUE | | 0 | 4,350 |
| | | | 0 | 8,700 |

Reason: Special Project Adjustment
Description: SP#1390 CC Pathways-UCI SAC

| bc10pn215c | 2/15/2011 | B007303 | <u>Decreases</u> | <u>Increases</u> |
|-------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 11,441 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 17,774 |
| 4000 | SUPPLIES AND MATERIALS | | 3,848 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 43,621 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 10,286 |
| 8600 | STATE REVENUE | | 30,850 | 0 |
| | | | 89,760 | 28,060 |

Reason: Special Project Adjustment
Description: SP#2550 SCC BFAP

| bc10pn215d | 2/15/2011 | B007304 | <u>Decreases</u> | <u>Increases</u> |
|-------------------|------------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | 0 | 4,589 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 6,208 |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 1,102 |
| 7000 | OTHER OUTGO | | 11,259 | 0 |
| 8600 | STATE REVENUE | | 0 | 640 |
| | | | 11,259 | 12,539 |

Reason: Special Project Adjustment
Description: SP#2090 SAC CARE Program

| bc10pn217d | 2/17/2011 | B007331 | <u>Decreases</u> | <u>Increases</u> |
|-------------------|------------------|----------------|-------------------------|-------------------------|
| 6000 | CAPITAL OUTLAY | | 0 | 2,500 |
| 8600 | STATE REVENUE | | 0 | 2,500 |
| | | | 0 | 5,000 |

Reason: Special Project Adjustment
Description: SP#2500 NOCCD Digi Medica Grnt

Fund 12: General Fund Restricted

| bc10pn222d | | 2/22/2011 | B007338 | <u>Decreases</u> | <u>Increases</u> |
|-------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | | 9,009 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 0 | 35,814 |
| 3000 | EMPLOYEE BENEFITS | | | 0 | 9,135 |
| 4000 | SUPPLIES AND MATERIALS | | | 1,322 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 2,164 | 0 |
| 6000 | CAPITAL OUTLAY | | | 1,875 | 0 |
| 8600 | STATE REVENUE | | | 0 | 30,579 |
| | | | | 14,370 | 75,528 |

Reason: Special Project Adjustment
Description: SP#2230 DSPS SCC allocation

| bc10kt22411g | | 2/24/2011 | B007358 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 3,870 | 0 |
| 8600 | STATE REVENUE | | | 3,870 | 0 |
| | | | | 7,740 | 0 |

Reason: New Budget
Description: newb SCC Credit Matriculation

| bc10kt22411i | | 2/24/2011 | B007363 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 249 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 4,099 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | | 39 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 146 | 0 |
| 8600 | STATE REVENUE | | | 4,533 | 0 |
| | | | | 9,066 | 0 |

Reason: New Budget
Description: Newb SCC Credit Matriculation

| bc10kt22411m | | 2/24/2011 | B007364 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|------------------------------|------------------|----------------|-------------------------|-------------------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 0 | 8,807 |
| 3000 | EMPLOYEE BENEFITS | | | 0 | 5,469 |
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 225 |
| 8600 | STATE REVENUE | | | 0 | 14,501 |
| | | | | 0 | 29,002 |

Reason: New Budget
Description: Newb SCC Credit Matriculation

| bc10kt22411n | | 2/24/2011 | B007365 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | | 0 | 13,792 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 17,380 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 7,609 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 10,943 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 103 | 0 |
| 8600 | STATE REVENUE | | | 357 | 0 |
| | | | | 25,449 | 24,735 |

Reason: New Budget
Description: Newb SCC Credit Matriculation

Fund 12: General Fund Restricted

| bc10kt22411o | | 2/24/2011 | B007366 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 3000 | EMPLOYEE BENEFITS | | | 0 | 162 |
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 1,864 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 500 |
| 8600 | STATE REVENUE | | | 0 | 2,526 |
| | | | | <hr/> | <hr/> |
| | | | | 0 | 5,052 |

Reason: New Budget
Description: Newb SCC Credit Matriculation

| bc10kt22411p | | 2/24/2011 | B007367 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 674 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 5,275 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 4,319 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 80 | 0 |
| 8600 | STATE REVENUE | | | 1,710 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 7,739 | 4,319 |

Reason: New Budget
Description: Newb SCC Credit Matriculation

| bc10kt22511d | | 2/25/2011 | B007371 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 17,372 |
| 8600 | STATE REVENUE | | | 0 | 17,372 |
| | | | | <hr/> | <hr/> |
| | | | | 0 | 34,744 |

Reason: Special Project Adjustment
Description: Fund BFAP SAC

| bc10kt22811f | | 2/28/2011 | B007384 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 12,781 |
| 8600 | STATE REVENUE | | | 0 | 12,781 |
| | | | | <hr/> | <hr/> |
| | | | | 0 | 25,562 |

Reason: Special Project Adjustment
Description: Allocate EEO Program

| bc10kt22811g | | 2/28/2011 | B007385 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 190,186 |
| 8600 | STATE REVENUE | | | 0 | 190,186 |
| | | | | <hr/> | <hr/> |
| | | | | 0 | 380,372 |

Reason: Special Project Adjustment
Description: Alloc SAC Basic Skills

| bc10kt22811h | | 2/28/2011 | B007386 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|------------------|----------------|-------------------------|-------------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 285,279 |
| 8600 | STATE REVENUE | | | 0 | 285,279 |
| | | | | <hr/> | <hr/> |
| | | | | 0 | 570,558 |

Reason: Special Project Adjustment
Description: Alloc CEC Basic Skills Initiat

Fund 12: General Fund Restricted

| bc10kt22811i | 2/28/2011 | B007387 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 179,666 |
| 8600 | STATE REVENUE | | 0 | 179,666 |
| | | | <hr/> 0 | <hr/> 359,332 |

Reason: Special Project Adjustment
Description: Alloc SCC Basic Skills Initiat

| bc10kt22811j | 2/28/2011 | B007388 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | 0 | 8,789 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 34,311 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 62,313 |
| 4000 | SUPPLIES AND MATERIALS | | 15,016 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 1,622 | 0 |
| 6000 | CAPITAL OUTLAY | | 2,354 | 0 |
| 7000 | OTHER OUTGO | | 121,881 | 0 |
| 8600 | STATE REVENUE | | 35,460 | 0 |
| | | | <hr/> 176,333 | <hr/> 105,413 |

Reason: Special Project Adjustment
Description: Allocate EOPS SAC

Summary by Major Object for Fund 12

| | | <u>Decreases</u> | <u>Increases</u> |
|------|---------------------------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | 0 | 21,900 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | 0 | 55,936 |
| 3000 | EMPLOYEE BENEFITS | 0 | 84,606 |
| 4000 | SUPPLIES AND MATERIALS | 1,772 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | 0 | 631,563 |
| 6000 | CAPITAL OUTLAY | 0 | 8,557 |
| 7000 | OTHER OUTGO | 138,590 | 0 |
| 8100 | FEDERAL REVENUE | 0 | 2,950 |
| 8600 | STATE REVENUE | 0 | 659,250 |
| | | <hr/> 140,362 | <hr/> 1,464,762 |

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

From 2 / 01 / 2011 To 2 / 28 / 2011
Board Meeting on 3 / 28 / 2011

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>Decrease</u> | <u>Increase</u> |
|----------------------------|--------------------------------|------------------|-----------------|
| | <u>Appropriation Account</u> | | |
| 1000 | ACADEMIC SALARIES | \$29,730 | |
| 2000 | CLASSIFIED / OTHER NONACADEMIC | 57,028 | |
| 3000 | EMPLOYEE BENEFITS | | \$65,324 |
| 4000 | SUPPLIES AND MATERIALS | 4,632 | |
| 5000 | OPERATING EXPENSES & SERVICES | | 2,374 |
| 6000 | CAPITAL OUTLAY | | 3,390 |
| 7900 | CONTINGENCY OR RESERVE | 86,742 | |
| | Total appropriation | \$178,132 | \$71,088 |
| | <u>Revenue Account</u> | | |
| 8600 | STATE REVENUE | \$16,580 | |
| 8800 | LOCAL REVENUE | 90,464 | |
| | Total revenue | \$107,044 | |

RECOMMENDATION

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

Fund 33: Child Development Fund

| bc10kt22511a | 2/25/2011 | B007368 | <u>Decreases</u> | <u>Increases</u> |
|---------------------|---------------------------------|----------------|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | | 29,730 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 57,028 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 65,324 |
| 4000 | SUPPLIES AND MATERIALS | | 4,632 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 2,374 |
| 6000 | CAPITAL OUTLAY | | 0 | 3,390 |
| 7900 | CONTINGENCY OR RESERVE | | 86,742 | 0 |
| 8600 | STATE REVENUE | | 16,580 | 0 |
| 8800 | LOCAL REVENUE | | 90,464 | 0 |
| | | | 285,176 | 71,088 |

Reason: Special Project Adjustment
Description: Revise budgets FY 2010-11

Summary by Major Object for Fund 33

| | | <u>Decreases</u> | <u>Increases</u> |
|-------------|--|-------------------------|-------------------------|
| 1000 | ACADEMIC SALARIES | 29,730 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | 57,028 | 0 |
| 3000 | EMPLOYEE BENEFITS | 0 | 65,324 |
| 4000 | SUPPLIES AND MATERIALS | 4,632 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | 0 | 2,374 |
| 6000 | CAPITAL OUTLAY | 0 | 3,390 |
| 7900 | CONTINGENCY OR RESERVE | 86,742 | 0 |
| 8600 | STATE REVENUE | 16,580 | 0 |
| 8800 | LOCAL REVENUE | 90,464 | 0 |
| | | 285,176 | 71,088 |

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

From 2 / 1 / 2011 To 2 / 28 / 2011
Board Meeting on 3 / 28 / 2011

FUND: 41 CAPITAL OUTLAY PROJECTS FUND

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>Decrease</u> | <u>Increase</u> |
|----------------------------|------------------------------|-----------------|-----------------|
| | <u>Appropriation Account</u> | | |
| 7900 | CONTINGENCY OR RESERVE | | \$18,000 |
| | Total appropriation | | \$18,000 |
| | <u>Revenue Account</u> | | |
| 8800 | LOCAL REVENUE | | \$18,000 |
| | Total revenue | | \$18,000 |

RECOMMENDATION

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

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
2/1/2011 - 2/28/2011

Fund 41: Capital Outlay Projects Fund

| bc10pn216g | 2/16/2011 | B007324 | <u>Decreases</u> | <u>Increases</u> |
|-------------------|------------------------|----------------|-------------------------|-------------------------|
| 7900 | CONTINGENCY OR RESERVE | | 0 | 18,000 |
| 8800 | LOCAL REVENUE | | 0 | 18,000 |
| | | | <hr/> 0 | <hr/> 36,000 |

Reason: Special Project Adjustment
Description: Incr non-res tuition-Spr'11

Summary by Major Object for Fund 41

| | | <u>Decreases</u> | <u>Increases</u> |
|------|------------------------|-------------------------|-------------------------|
| 7900 | CONTINGENCY OR RESERVE | 0 | 18,000 |
| 8800 | LOCAL REVENUE | 0 | 18,000 |
| | | <hr/> 0 | <hr/> 36,000 |

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

From 2 / 1 / 2011 To 2 / 28 / 2011
Board Meeting on 3 / 28 / 2011

FUND: 74 STUDENT FINANCIAL AID FUND

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>Decrease</u> | <u>Increase</u> |
|------------------------|------------------------------|-----------------|-----------------|
| | <u>Appropriation Account</u> | | |
| 7000 | OTHER OUTGO | | \$1,400 |
| | Total appropriation | | \$1,400 |
| | <u>Revenue Account</u> | | |
| 8100 | FEDERAL REVENUE | | \$1,400 |
| | Total revenue | | \$1,400 |

RECOMMENDATION

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

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
2/1/2011 - 2/28/2011

Fund 74: Student Financial Aid Fund

| bc10kt2211a | 2/2/2011 | B007253 | <u>Decreases</u> | <u>Increases</u> |
|--------------------|-----------------|----------------|-------------------------|-------------------------|
| 7000 | OTHER OUTGO | | 0 | 1,400 |
| 8100 | FEDERAL REVENUE | | 0 | 1,400 |
| | | | <hr/> | <hr/> |
| | | | 0 | 2,800 |

Reason: Special Project Adjustment
Description: Fund PTSP additional expenses

Summary by Major Object for Fund 74

| | | <u>Decreases</u> | <u>Increases</u> |
|------|-----------------|-------------------------|-------------------------|
| 7000 | OTHER OUTGO | 0 | 1,400 |
| 8100 | FEDERAL REVENUE | 0 | 1,400 |
| | | <hr/> | <hr/> |
| | | 0 | 2,800 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 2 / 1 / 2011 To 2 / 28 / 2011

Board Meeting on 3 / 28 / 2011

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|----------------------------|---------------------------------|-------------|-----------|
| | <u>Appropriation Account</u> | | |
| 1000 | ACADEMIC SALARIES | | \$20,069 |
| 2000 | CLASSIFIED / OTHER NONACADEMIC | \$10,951 | |
| 3000 | EMPLOYEE BENEFITS | | 10,431 |
| 4000 | SUPPLIES AND MATERIALS | | 6,126 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 70,993 |
| 6000 | CAPITAL OUTLAY | 96,668 | |
| | Total Transfer | \$107,619 | \$107,619 |

RECOMMENDATION

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

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
2/1/2011 - 2/28/2011

Fund 11:

| | | | | |
|---------------------|--------------------------------|---------------------------------|--------------------|------------------|
| bc10pn201b | 2/1/2011 | B007242 | <u>From</u> | <u>To</u> |
| 4000 | | SUPPLIES AND MATERIALS | 180 | 0 |
| 5000 | | OPERATING EXPENSES AND SERVICES | 0 | 180 |
| | | | <hr/> 180 | <hr/> 180 |
| Reason: | Special Project Adjustment | | | |
| Description: | SCC Honors stu reg fee/conf | | | |
| | | | | |
| bc10pn201g | 2/1/2011 | B007246 | <u>From</u> | <u>To</u> |
| 4000 | | SUPPLIES AND MATERIALS | 0 | 185 |
| 5000 | | OPERATING EXPENSES AND SERVICES | 185 | 0 |
| | | | <hr/> 185 | <hr/> 185 |
| Reason: | Adjustment | | | |
| Description: | SCC Bus/Math/Sci equip parts | | | |
| | | | | |
| bc10pn201j | 2/1/2011 | B007249 | <u>From</u> | <u>To</u> |
| 4000 | | SUPPLIES AND MATERIALS | 150 | 0 |
| 5000 | | OPERATING EXPENSES AND SERVICES | 0 | 150 |
| | | | <hr/> 150 | <hr/> 150 |
| Reason: | Adjustment | | | |
| Description: | SAC TV/Video F&P Arts software | | | |
| | | | | |
| bc10kt2211b | 2/2/2011 | B007254 | <u>From</u> | <u>To</u> |
| 4000 | | SUPPLIES AND MATERIALS | 0 | 1,700 |
| 5000 | | OPERATING EXPENSES AND SERVICES | 1,700 | 0 |
| | | | <hr/> 1,700 | <hr/> 1,700 |
| Reason: | Adjustment | | | |
| Description: | Cover lamp projector at CJTC | | | |
| | | | | |
| bc10pn203f | 2/3/2011 | B007260 | <u>From</u> | <u>To</u> |
| 4000 | | SUPPLIES AND MATERIALS | 4,100 | 0 |
| 5000 | | OPERATING EXPENSES AND SERVICES | 0 | 4,100 |
| | | | <hr/> 4,100 | <hr/> 4,100 |
| Reason: | Adjustment | | | |
| Description: | SAC York chiller repair pump | | | |
| | | | | |
| bc10pn207h | 2/7/2011 | B007270 | <u>From</u> | <u>To</u> |
| 4000 | | SUPPLIES AND MATERIALS | 0 | 131 |
| 5000 | | OPERATING EXPENSES AND SERVICES | 131 | 0 |
| | | | <hr/> 131 | <hr/> 131 |
| Reason: | Adjustment | | | |
| Description: | SAC Manu Tech instr supplies | | | |

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
2/1/2011 - 2/28/2011

Fund 11: General Fund Unrestricted

| | | | | |
|---------------------|---------------------------------|----------------|--------------|--------------|
| bc10pn207i | 2/7/2011 | B007271 | From | To |
| 1000 | ACADEMIC SALARIES | | 1,006 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 939 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 67 |
| | | | <hr/> | <hr/> |
| | | | 1,006 | 1,006 |
| Reason: | Adjustment | | | |
| Description: | SCC instruct asst hr increase | | | |
| | | | | |
| bc10pn207j | 2/7/2011 | B007272 | From | To |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 2,500 |
| 6000 | CAPITAL OUTLAY | | 2,500 | 0 |
| | | | <hr/> | <hr/> |
| | | | 2,500 | 2,500 |
| Reason: | Adjustment | | | |
| Description: | RSCCD ITS Nth Gen install fee | | | |
| | | | | |
| bc10pn208a | 2/8/2011 | B007274 | From | To |
| 1000 | ACADEMIC SALARIES | | 6,000 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 6,000 |
| | | | <hr/> | <hr/> |
| | | | 6,000 | 6,000 |
| Reason: | Adjustment | | | |
| Description: | Chancellor-S/T PT classified | | | |
| | | | | |
| bc10pn208c | 2/8/2011 | B007276 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 315 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 315 |
| | | | <hr/> | <hr/> |
| | | | 315 | 315 |
| Reason: | Adjustment | | | |
| Description: | Risk Mgmt Adobe Presenter 7 | | | |
| | | | | |
| bc10pn210d | 2/10/2011 | B007280 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 1,350 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 350 |
| 6000 | CAPITAL OUTLAY | | 0 | 1,000 |
| | | | <hr/> | <hr/> |
| | | | 1,350 | 1,350 |
| Reason: | Adjustment | | | |
| Description: | SAC Grounds,Maint,Cust exps | | | |
| | | | | |
| bc10pn210e | 2/10/2011 | B007281 | From | To |
| 1000 | ACADEMIC SALARIES | | 1,000 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 1,000 |
| | | | <hr/> | <hr/> |
| | | | 1,000 | 1,000 |
| Reason: | Adjustment | | | |
| Description: | SCC bus cards printing exps | | | |

Fund 11: General Fund Unrestricted

| bc10pn210f | 2/10/2011 | B007282 | From | To |
|-------------------|---------------------------------|----------------|--------------|--------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | 3,000 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 3,000 |
| | | | <hr/> | <hr/> |
| | | | 3,000 | 3,000 |

Reason: Adjustment
Description: SAC F&P Arts new PC

| bc10pn215i | 2/15/2011 | B007309 | From | To |
|-------------------|---------------------------------|----------------|-------------|------------|
| 4000 | SUPPLIES AND MATERIALS | | 200 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 200 |
| | | | <hr/> | <hr/> |
| | | | 200 | 200 |

Reason: Adjustment
Description: SCC CACCRO Institut membership

| bc10pn215j | 2/15/2011 | B007310 | From | To |
|-------------------|------------------------------|----------------|--------------|--------------|
| 1000 | ACADEMIC SALARIES | | 0 | 3,207 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 3,653 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 446 |
| | | | <hr/> | <hr/> |
| | | | 3,653 | 3,653 |

Reason: Adjustment
Description: SAC EOPS overload emp hours

| bc10pn215k | 2/15/2011 | B007311 | From | To |
|-------------------|------------------------------|----------------|---------------|---------------|
| 1000 | ACADEMIC SALARIES | | 0 | 12,189 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 13,875 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 1,686 |
| | | | <hr/> | <hr/> |
| | | | 13,875 | 13,875 |

Reason: Adjustment
Description: SAC EOPS PT counsel assignment

| bc10pn222c | 2/22/2011 | B007337 | From | To |
|-------------------|------------------------------|----------------|--------------|--------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 1,803 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 1,803 |
| | | | <hr/> | <hr/> |
| | | | 1,803 | 1,803 |

Reason: Special Project Adjustment
Description: SAC Adm Svcs employee benefits

| bc10pn222e | 2/22/2011 | B007339 | From | To |
|-------------------|------------------------|----------------|-------------|------------|
| 3000 | EMPLOYEE BENEFITS | | 0 | 378 |
| 4000 | SUPPLIES AND MATERIALS | | 141 | 0 |
| 6000 | CAPITAL OUTLAY | | 237 | 0 |
| | | | <hr/> | <hr/> |
| | | | 378 | 378 |

Reason: Special Project Adjustment
Description: SCC Admissions ST benefits

Fund 11: General Fund Unrestricted

| | | | | |
|---------------------|---------------------------------|----------------|---------------|---------------|
| bc10pn222g | 2/22/2011 | B007341 | From | To |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 2,611 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 2,611 |
| | | | <hr/> | <hr/> |
| | | | 2,611 | 2,611 |
| Reason: | Adjustment | | | |
| Description: | SAC FT employee sal/benefits | | | |
| | | | | |
| bc10pn222i | 2/22/2011 | B007343 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 50 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 50 |
| | | | <hr/> | <hr/> |
| | | | 50 | 50 |
| Reason: | Special Project Adjustment | | | |
| Description: | SCC WRHC membership | | | |
| | | | | |
| bc10kt22511e | 2/25/2011 | B007372 | From | To |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 86,000 |
| 6000 | CAPITAL OUTLAY | | 86,000 | 0 |
| | | | <hr/> | <hr/> |
| | | | 86,000 | 86,000 |
| Reason: | Adjustment | | | |
| Description: | Buy Avamar License from Dell | | | |
| | | | | |
| bc10kt22511f | 2/25/2011 | B007373 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 30 |
| 6000 | CAPITAL OUTLAY | | 30 | 0 |
| | | | <hr/> | <hr/> |
| | | | 30 | 30 |
| Reason: | Adjustment | | | |
| Description: | Buy Educause periodical | | | |
| | | | | |
| bc10kt22511i | 2/25/2011 | B007376 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 281 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 1,835 |
| 6000 | CAPITAL OUTLAY | | 1,554 | 0 |
| | | | <hr/> | <hr/> |
| | | | 1,835 | 1,835 |
| Reason: | Reason Code 'ajd' not found | | | |
| Description: | Buy improved database CCLC | | | |
| | | | | |
| bc10kt22811a | 2/28/2011 | B007379 | From | To |
| 1000 | ACADEMIC SALARIES | | 5,000 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 5,000 |
| | | | <hr/> | <hr/> |
| | | | 5,000 | 5,000 |
| Reason: | Adjustment | | | |
| Description: | Pay maintenance - science ctr | | | |

Fund 11: General Fund Unrestricted

| bc10kt22811d | 2/28/2011 | B007382 | From | To |
|---------------------|------------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 5,747 |
| 6000 | CAPITAL OUTLAY | | 5,747 | 0 |
| | | | <hr/> | <hr/> |
| | | | 5,747 | 5,747 |

Reason: Special Project Adjustment
Description: Buy Instr equipment SAC

| bc10kt22811e | 2/28/2011 | B007383 | From | To |
|---------------------|---------------------------------|----------------|--------------|--------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 4,052 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 348 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 4,400 | 0 |
| | | | <hr/> | <hr/> |
| | | | 4,400 | 4,400 |

Reason: Adjustment
Description: Alloc funds 4 instr. assistant

| bc10kt22811j | 2/28/2011 | B007388 | From | To |
|---------------------|---------------------------------|----------------|---------------|---------------|
| 1000 | ACADEMIC SALARIES | | 0 | 18,179 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 3,092 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 21,271 | 0 |
| | | | <hr/> | <hr/> |
| | | | 21,271 | 21,271 |

Reason: Special Project Adjustment
Description: Allocate EOPS SAC

| bc10kt22811n | 2/28/2011 | B007392 | From | To |
|---------------------|-------------------|----------------|-------------|------------|
| 1000 | ACADEMIC SALARIES | | 500 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 500 |
| | | | <hr/> | <hr/> |
| | | | 500 | 500 |

Reason: Adjustment
Description: Buy printer 4 Admin Svcs/Curr

| bc10kt22811o | 2/28/2011 | B007393 | From | To |
|---------------------|------------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 5,100 |
| 6000 | CAPITAL OUTLAY | | 5,100 | 0 |
| | | | <hr/> | <hr/> |
| | | | 5,100 | 5,100 |

Reason: Adjustment
Description: Buy batteries 4 AEDs

Summary by Major Object for Fund 11

| | <u>From</u> | <u>To</u> |
|--------------------------------------|---------------|---------------|
| 1000 ACADEMIC SALARIES | 0 | 20,069 |
| 2000 CLASSIFIED/OTHER NONACADEMIC | 10,951 | 0 |
| 3000 EMPLOYEE BENEFITS | 0 | 10,431 |
| 4000 SUPPLIES AND MATERIALS | 0 | 6,126 |
| 5000 OPERATING EXPENSES AND SERVICES | 0 | 70,993 |
| 6000 CAPITAL OUTLAY | 96,668 | 0 |
| | <hr/> 107,619 | <hr/> 107,619 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 2 / 1 / 2011 To 2 / 28 / 2011

Board Meeting on 3 / 28 / 2011

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|------------------------|---------------------------------|-------------|-----------|
| | <u>Appropriation Account</u> | | |
| 1000 | ACADEMIC SALARIES | \$59,501 | |
| 2000 | CLASSIFIED / OTHER NONACADEMIC | | \$42,829 |
| 3000 | EMPLOYEE BENEFITS | 23,660 | |
| 4000 | SUPPLIES AND MATERIALS | | 46,027 |
| 5000 | OPERATING EXPENSES AND SERVICES | 62,846 | |
| 6000 | CAPITAL OUTLAY | | 57,493 |
| 7000 | OTHER OUTGO | 342 | |
| | Total Transfer | \$146,349 | \$146,349 |

RECOMMENDATION

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

Fund 12: General Fund Restricted

| bc10pn201c | | 2/1/2011 | B007243 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|-----------------|----------------|---------------|---------------|
| 1000 | ACADEMIC SALARIES | | | 23,000 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 0 | 18,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 5,000 |
| | | | | <hr/> | <hr/> |
| | | | | 23,000 | 23,000 |

Reason: Special Project Adjustment
Description: Sci/Math SI,counsel,mtgs,ben

| bc10pn201d | | 2/1/2011 | B007244 | <u>From</u> | <u>To</u> |
|-------------------|-------------------|-----------------|----------------|--------------|--------------|
| 1000 | ACADEMIC SALARIES | | | 0 | 1,199 |
| 3000 | EMPLOYEE BENEFITS | | | 1,199 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 1,199 | 1,199 |

Reason: Special Project Adjustment
Description: Sci/Math & Health benefits

| bc10pn201e | | 2/1/2011 | B007245 | <u>From</u> | <u>To</u> |
|-------------------|-------------------|-----------------|----------------|---------------|---------------|
| 1000 | ACADEMIC SALARIES | | | 12,844 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 1,858 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 14,702 |
| | | | | <hr/> | <hr/> |
| | | | | 14,702 | 14,702 |

Reason: Special Project Adjustment
Description: SAC Bus Div new PCs

| bc10pn201f | | 2/1/2011 | B007250 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|-----------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 702 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 1,921 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 1,219 |
| | | | | <hr/> | <hr/> |
| | | | | 1,921 | 1,921 |

Reason: Special Project Adjustment
Description: SCC Health Well Ctr new PC

| bc10pn203e | | 2/3/2011 | B007259 | <u>From</u> | <u>To</u> |
|-------------------|------------------------|-----------------|----------------|--------------|--------------|
| 1000 | ACADEMIC SALARIES | | | 0 | 1,249 |
| 4000 | SUPPLIES AND MATERIALS | | | 1,200 | 0 |
| 6000 | CAPITAL OUTLAY | | | 49 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 1,249 | 1,249 |

Reason: Special Project Adjustment
Description: SAC SCE negative balances

| bc10pn204a | | 2/4/2011 | B007262 | <u>From</u> | <u>To</u> |
|-------------------|-------------------|-----------------|----------------|--------------|--------------|
| 3000 | EMPLOYEE BENEFITS | | | 1,250 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 1,250 |
| | | | | <hr/> | <hr/> |
| | | | | 1,250 | 1,250 |

Reason: Special Project Adjustment
Description: DO Res Dev 2 PCs

Fund 12: General Fund Restricted

| bc10pn207b | 2/7/2011 | B007264 | From | To |
|-------------------|---------------------------------|----------------|--------------|--------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 7,994 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 1,797 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 9,791 | 0 |
| | | | <hr/> | <hr/> |
| | | | 9,791 | 9,791 |

Reason: Special Project Adjustment
Description: SAC BSI senior clerk position

| bc10pn207c | 2/7/2011 | B007265 | From | To |
|-------------------|---------------------------------|----------------|-------------|------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 498 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 498 | 0 |
| | | | <hr/> | <hr/> |
| | | | 498 | 498 |

Reason:
Description: SAC BSI faculty books

| bc10pn207d | 2/7/2011 | B007266 | From | To |
|-------------------|---------------------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 2,082 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 8,187 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 6,105 |
| | | | <hr/> | <hr/> |
| | | | 8,187 | 8,187 |

Reason: Special Project Adjustment
Description: SAC Assess Ctr 5 PCs/kits

| bc10pn207k | 2/7/2011 | B007273 | From | To |
|-------------------|---------------------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 2,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 2,000 | 0 |
| | | | <hr/> | <hr/> |
| | | | 2,000 | 2,000 |

Reason: Special Project Adjustment
Description: SAC student medications

| bc10pn210j | 2/10/2011 | B007286 | From | To |
|-------------------|------------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | 2,200 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 2,200 |
| | | | <hr/> | <hr/> |
| | | | 2,200 | 2,200 |

Reason: Special Project Adjustment
Description: SAC F&P Arts music stands

| bc10pn210k | 2/10/2011 | B007287 | From | To |
|-------------------|---------------------------------|----------------|-------------|------------|
| 4000 | SUPPLIES AND MATERIALS | | 150 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 150 |
| | | | <hr/> | <hr/> |
| | | | 150 | 150 |

Reason: Special Project Adjustment
Description: SAC Counsel CTEP site lic

Fund 12: General Fund Restricted

| bc10pn211a | 2/11/2011 | B007289 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | 41,593 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 41,593 |
| | | | <hr/> 41,593 | <hr/> 41,593 |

Reason: Special Project Adjustment
Description: OEC WIA tech replace/upgrades

| bc10pn211b | 2/11/2011 | B007290 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 19,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 19,000 | 0 |
| | | | <hr/> 19,000 | <hr/> 19,000 |

Reason: Special Project Adjustment
Description: OEC WIA program supplies

| bc10pn211d | 2/11/2011 | B007292 | <u>From</u> | <u>To</u> |
|-------------------|------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 31 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 31 |
| | | | <hr/> 31 | <hr/> 31 |

Reason: Special Project Adjustment
Description: SCC Hlth/Well Ctr equip acct

| bc10pn211f | 2/11/2011 | B007294 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | 654 | 0 |
| 7000 | OTHER OUTGO | | 0 | 654 |
| | | | <hr/> 654 | <hr/> 654 |

Reason: Special Project Adjustment
Description: SAC FIN project stipends

| bc10pn211h | 2/11/2011 | B007296 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 800 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 800 |
| | | | <hr/> 800 | <hr/> 800 |

Reason: Special Project Adjustment
Description: SAC Welding electrical svcs

| bc10pn211j | 2/11/2011 | B007298 | <u>From</u> | <u>To</u> |
|-------------------|------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 7,900 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 7,900 |
| | | | <hr/> 7,900 | <hr/> 7,900 |

Reason: Special Project Adjustment
Description: SAC Hlth/Well Ctr new PCs

Fund 12: General Fund Restricted

| bc10pn214a | | 2/14/2011 | B007300 | From | To |
|-------------------|---------------------------------|------------------|----------------|---------------|---------------|
| 1000 | ACADEMIC SALARIES | | | 5,203 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 3,788 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 24,340 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 30,641 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 2,226 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 4,916 |
| | | | | <hr/> | <hr/> |
| | | | | 35,557 | 35,557 |

Reason: Carry Over Budget
Description: COB#1010 SAC Pharm Tech ARRA

| bc10pn215b | | 2/15/2011 | B007302 | From | To |
|-------------------|------------------------|------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | | 1,200 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 1,200 |
| | | | | <hr/> | <hr/> |
| | | | | 1,200 | 1,200 |

Reason: Special Project Adjustment
Description: SCC Title V Sp Proj specialist

| bc10pn215e | | 2/15/2011 | B007305 | From | To |
|-------------------|-------------------|------------------|----------------|--------------|--------------|
| 1000 | ACADEMIC SALARIES | | | 391 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 0 | 1,553 |
| 7000 | OTHER OUTGO | | | 1,162 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 1,553 | 1,553 |

Reason: Special Project Adjustment
Description: SP#2600 YESS-ILP

| bc10pn215f | | 2/15/2011 | B007306 | From | To |
|-------------------|---------------------------------|------------------|----------------|-------------|------------|
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 250 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 250 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 250 | 250 |

Reason: Special Project Adjustment
Description: SAC Counsel ULINK/trans food

| bc10pn215g | | 2/15/2011 | B007307 | From | To |
|-------------------|---------------------------------|------------------|----------------|-------------|------------|
| 4000 | SUPPLIES AND MATERIALS | | | 500 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 500 |
| | | | | <hr/> | <hr/> |
| | | | | 500 | 500 |

Reason: Special Project Adjustment
Description: SAC SCE incoming expenses

| bc10pn215h | | 2/15/2011 | B007308 | From | To |
|-------------------|------------------------|------------------|----------------|-------------|------------|
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 300 |
| 6000 | CAPITAL OUTLAY | | | 300 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 300 | 300 |

Reason: Special Project Adjustment
Description: SAC SCE invoice

Fund 12: General Fund Restricted

| | | | | |
|---------------------|---------------------------------|----------------|---------------|---------------|
| bc10pn215m | 2/15/2011 | B007313 | From | To |
| 1000 | ACADEMIC SALARIES | | 0 | 5,283 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 731 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 6,014 | 0 |
| | | | <hr/> | <hr/> |
| | | | 6,014 | 6,014 |
| Reason: | Special Project Adjustment | | | |
| Description: | DO Res Dev emp 3 LHE sum'11 | | | |
| bc10pn215q | 2/15/2011 | B007316 | From | To |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 1,000 |
| 6000 | CAPITAL OUTLAY | | 1,000 | 0 |
| | | | <hr/> | <hr/> |
| | | | 1,000 | 1,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | OEC WIA instructional software | | | |
| bc10pn215r | 2/15/2011 | B007317 | From | To |
| 1000 | ACADEMIC SALARIES | | 18,000 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 29,469 |
| 6000 | CAPITAL OUTLAY | | 11,469 | 0 |
| | | | <hr/> | <hr/> |
| | | | 29,469 | 29,469 |
| Reason: | Special Project Adjustment | | | |
| Description: | OEC WIA benefit object codes | | | |
| bc10pn216a | 2/16/2011 | B007318 | From | To |
| 1000 | ACADEMIC SALARIES | | 350 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 350 |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 1,271 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 621 | 0 |
| 6000 | CAPITAL OUTLAY | | 650 | 0 |
| | | | <hr/> | <hr/> |
| | | | 1,621 | 1,621 |
| Reason: | Special Project Adjustment | | | |
| Description: | SCC Career Ed supply/stu asst | | | |
| bc10pn216c | 2/16/2011 | B007320 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 150 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 150 |
| | | | <hr/> | <hr/> |
| | | | 150 | 150 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC NCCEP/GEAR UP wrkshp-FL | | | |
| bc10pn216d | 2/16/2011 | B007321 | From | To |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 4,111 |
| 6000 | CAPITAL OUTLAY | | 4,111 | 0 |
| | | | <hr/> | <hr/> |
| | | | 4,111 | 4,111 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC F&P Arts CTE Grant S/T | | | |

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
2/1/2011 - 2/28/2011

Fund 12: General Fund Restricted

| | | | | |
|---------------------|---------------------------------|----------------|--------------------|------------------|
| bc10pn216f | 2/16/2011 | B007323 | <u>From</u> | <u>To</u> |
| 1000 | ACADEMIC SALARIES | | 2,000 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 3,200 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 800 |
| 6000 | CAPITAL OUTLAY | | 2,000 | 0 |
| | | | <hr/> 4,000 | <hr/> 4,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC Nursing supp/software lic | | | |
| | | | | |
| bc10pn216i | 2/16/2011 | B007326 | <u>From</u> | <u>To</u> |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 5,307 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 693 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 6,000 |
| | | | <hr/> 6,000 | <hr/> 6,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC SCE expenses | | | |
| | | | | |
| bc10pn216j | 2/16/2011 | B007327 | <u>From</u> | <u>To</u> |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 5,000 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 5,000 | 0 |
| | | | <hr/> 5,000 | <hr/> 5,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | OEC WIA instr prog textbooks | | | |
| | | | | |
| bc10pn217f | 2/17/2011 | B007333 | <u>From</u> | <u>To</u> |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 575 |
| 6000 | CAPITAL OUTLAY | | 575 | 0 |
| | | | <hr/> 575 | <hr/> 575 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC TV/Video F&P Arts obj#4310 | | | |
| | | | | |
| bc10pn222a | 2/22/2011 | B007335 | <u>From</u> | <u>To</u> |
| 1000 | ACADEMIC SALARIES | | 3,230 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 0 | 3,000 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 230 |
| | | | <hr/> 3,230 | <hr/> 3,230 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC SCE personnel expenses | | | |
| | | | | |
| bc10pn222b | 2/22/2011 | B007336 | <u>From</u> | <u>To</u> |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | 10,000 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 10,000 |
| | | | <hr/> 10,000 | <hr/> 10,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC SCE conference expenses | | | |

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
2/1/2011 - 2/28/2011

Fund 12: General Fund Restricted

| bc10pn222f | 2/22/2011 | B007340 | <u>From</u> | <u>To</u> |
|-------------------|------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 720 | 0 |
| 7000 | OTHER OUTGO | | 0 | 720 |
| | | | <hr/> | <hr/> |
| | | | 720 | 720 |

Reason: Special Project Adjustment
Description: DO Res Dev student expenses

| bc10pn222h | 2/22/2011 | B007342 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 0 | 400 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 500 | 0 |
| 7000 | OTHER OUTGO | | 0 | 100 |
| | | | <hr/> | <hr/> |
| | | | 500 | 500 |

Reason: Special Project Adjustment
Description: DO Res Dev food/student exps

| bc10pn223a | 2/23/2011 | B007344 | <u>From</u> | <u>To</u> |
|-------------------|------------------------|----------------|--------------------|------------------|
| 1000 | ACADEMIC SALARIES | | 1,700 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 1,758 |
| 6000 | CAPITAL OUTLAY | | 58 | 0 |
| | | | <hr/> | <hr/> |
| | | | 1,758 | 1,758 |

Reason: Special Project Adjustment
Description: SAC Nursing recruitment supply

| bc10pn223b | 2/23/2011 | B007345 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 636 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 679 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 1,315 |
| | | | <hr/> | <hr/> |
| | | | 1,315 | 1,315 |

Reason: Special Project Adjustment
Description: DO Res Dev obj#6411 equipment

| bc10pn223c | 2/23/2011 | B007346 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 4000 | SUPPLIES AND MATERIALS | | 1,819 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 1,075 |
| 6000 | CAPITAL OUTLAY | | 0 | 744 |
| | | | <hr/> | <hr/> |
| | | | 1,819 | 1,819 |

Reason: Special Project Adjustment
Description: SAC Auto Tech various expenses

| bc10pn223d | 2/23/2011 | B007347 | <u>From</u> | <u>To</u> |
|-------------------|---------------------------------|----------------|--------------------|------------------|
| 1000 | ACADEMIC SALARIES | | 445 | 0 |
| 3000 | EMPLOYEE BENEFITS | | 0 | 1,561 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 1,116 | 0 |
| | | | <hr/> | <hr/> |
| | | | 1,561 | 1,561 |

Reason: Special Project Adjustment
Description: Health/WC increase

Fund 12: General Fund Restricted

| | | | | |
|---------------------|---------------------------------|----------------|-------------|-----------|
| bc10pn223e | 2/23/2011 | B007348 | From | To |
| 1000 | ACADEMIC SALARIES | | 0 | 85 |
| 4000 | SUPPLIES AND MATERIALS | | 85 | 0 |
| | | | <hr/> | <hr/> |
| | | | 85 | 85 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC Pharm Tech employee PR | | | |
| bc10pn223f | 2/23/2011 | B007349 | From | To |
| 1000 | ACADEMIC SALARIES | | 0 | 329 |
| 3000 | EMPLOYEE BENEFITS | | 329 | 0 |
| | | | <hr/> | <hr/> |
| | | | 329 | 329 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC DSPS WorkAbility III conf | | | |
| bc10pn223g | 2/23/2011 | B007350 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 2,082 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 2,082 |
| | | | <hr/> | <hr/> |
| | | | 2,082 | 2,082 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC Adm Svcs object#6419 | | | |
| bc10pn223h | 2/23/2011 | B007351 | From | To |
| 5000 | OPERATING EXPENSES AND SERVICES | | 1,171 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 1,171 |
| | | | <hr/> | <hr/> |
| | | | 1,171 | 1,171 |
| Reason: | Special Project Adjustment | | | |
| Description: | SAC Math BSI 2 new projectors | | | |
| bc10kt22411e | 2/24/2011 | B007356 | From | To |
| 5000 | OPERATING EXPENSES AND SERVICES | | 3,000 | 0 |
| 6000 | CAPITAL OUTLAY | | 0 | 3,000 |
| | | | <hr/> | <hr/> |
| | | | 3,000 | 3,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | Fund equipment account | | | |
| bc10kt22411f | 2/24/2011 | B007357 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 2,500 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | 0 | 2,500 |
| | | | <hr/> | <hr/> |
| | | | 2,500 | 2,500 |
| Reason: | Special Project Adjustment | | | |
| Description: | Fund RegiSTAR fo WorkKeys | | | |
| bc10kt22411h | 2/24/2011 | B007359 | From | To |
| 4000 | SUPPLIES AND MATERIALS | | 0 | 1,000 |
| 6000 | CAPITAL OUTLAY | | 1,000 | 0 |
| | | | <hr/> | <hr/> |
| | | | 1,000 | 1,000 |
| Reason: | Special Project Adjustment | | | |
| Description: | Correction of charge PR19433 | | | |

Fund 12: General Fund Restricted

| bc10kt22411i | | 2/24/2011 | B007360 | From | To |
|---------------------|---------------------------------|------------------|----------------|--------------|--------------|
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 6,648 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 900 | 0 |
| 6000 | CAPITAL OUTLAY | | | 5,748 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 6,648 | 6,648 |

Reason: Special Project Adjustment
Description: Pay PR #19640

| bc10kt22411j | | 2/24/2011 | B007361 | From | To |
|---------------------|---------------------------------|------------------|----------------|--------------|--------------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 7,800 |
| 6000 | CAPITAL OUTLAY | | | 7,800 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 7,800 | 7,800 |

Reason: Special Project Adjustment
Description: Renew/purchase software licens

| bc10kt22411k | | 2/24/2011 | B007362 | From | To |
|---------------------|-------------------|------------------|----------------|-------------|------------|
| 1000 | ACADEMIC SALARIES | | | 0 | 517 |
| 3000 | EMPLOYEE BENEFITS | | | 0 | 137 |
| 7000 | OTHER OUTGO | | | 654 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 654 | 654 |

Reason: Special Project Adjustment
Description: Cover neg bal for FIN

| bc10kt22511b | | 2/25/2011 | B007369 | From | To |
|---------------------|---------------------------------|------------------|----------------|-------------|-----------|
| 5000 | OPERATING EXPENSES AND SERVICES | | | 65 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 65 |
| | | | | <hr/> | <hr/> |
| | | | | 65 | 65 |

Reason: Special Project Adjustment
Description: Need add'l fund for State Tax

| bc10kt22511c | | 2/25/2011 | B007370 | From | To |
|---------------------|------------------------------|------------------|----------------|--------------|--------------|
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 1,000 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | | 0 | 1,000 |
| | | | | <hr/> | <hr/> |
| | | | | 1,000 | 1,000 |

Reason: Special Project Adjustment
Description: Fund object 4310

| bc10kt22511g | | 2/25/2011 | B007374 | From | To |
|---------------------|------------------------|------------------|----------------|-------------|-----------|
| 4000 | SUPPLIES AND MATERIALS | | | 25 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 25 |
| | | | | <hr/> | <hr/> |
| | | | | 25 | 25 |

Reason: Special Project Adjustment
Description: Incr cost of NFPA fire Code

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
2/1/2011 - 2/28/2011

Fund 12: General Fund Restricted

| | | | | | |
|---------------------|---------------------------------|--------------------------------|----------------|--------------|--------------|
| bc10kt22511h | | 2/25/2011 | B007375 | | |
| 4000 | SUPPLIES AND MATERIALS | | | <u>From</u> | <u>To</u> |
| | | | | 610 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 2,058 |
| 6000 | CAPITAL OUTLAY | | | 1,448 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 2,058 | 2,058 |
| Reason: | | Special Project Adjustment | | | |
| Description: | | Buy improved electric database | | | |
| | | | | | |
| bc10kt22511j | | 2/25/2011 | B007377 | | |
| 4000 | SUPPLIES AND MATERIALS | | | <u>From</u> | <u>To</u> |
| | | | | 7,700 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 0 | 7,700 |
| | | | | <hr/> | <hr/> |
| | | | | 7,700 | 7,700 |
| Reason: | | Special Project Adjustment | | | |
| Description: | | Buy instr supplies 4 Anthropol | | | |
| | | | | | |
| bc10kt22511k | | 2/25/2011 | B007378 | | |
| 4000 | SUPPLIES AND MATERIALS | | | <u>From</u> | <u>To</u> |
| | | | | 0 | 2,500 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 2,500 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 2,500 | 2,500 |
| Reason: | | Special Project Adjustment | | | |
| Description: | | Fund food acct 4 CTE | | | |
| | | | | | |
| bc10kt22811c | | 2/28/2011 | B007381 | | |
| 4000 | SUPPLIES AND MATERIALS | | | <u>From</u> | <u>To</u> |
| | | | | 0 | 304 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 278 | 0 |
| 6000 | CAPITAL OUTLAY | | | 26 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 304 | 304 |
| Reason: | | Special Project Adjustment | | | |
| Description: | | Fund for maintenance contract | | | |
| | | | | | |
| bc10kt22811m | | 2/28/2011 | B007391 | | |
| 4000 | SUPPLIES AND MATERIALS | | | <u>From</u> | <u>To</u> |
| | | | | 0 | 50 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 50 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 50 | 50 |
| Reason: | | Special Project Adjustment | | | |
| Description: | | Cover instr. supplies 4 CJ Aca | | | |
| | | | | | |
| bc10kt22811p | | 2/28/2011 | B007394 | | |
| 1000 | ACADEMIC SALARIES | | | <u>From</u> | <u>To</u> |
| | | | | 1,000 | 0 |
| 4000 | SUPPLIES AND MATERIALS | | | 2,844 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 365 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 4,209 |
| | | | | <hr/> | <hr/> |
| | | | | 4,209 | 4,209 |
| Reason: | | Special Project Adjustment | | | |
| Description: | | Buy a blanket warmer | | | |

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
2/1/2011 - 2/28/2011

Summary by Major Object for Fund 12

| | <u>From</u> | <u>To</u> |
|--------------------------------------|-------------|-----------|
| 1000 ACADEMIC SALARIES | 59,501 | 0 |
| 2000 CLASSIFIED/OTHER NONACADEMIC | 0 | 42,829 |
| 3000 EMPLOYEE BENEFITS | 23,660 | 0 |
| 4000 SUPPLIES AND MATERIALS | 0 | 46,027 |
| 5000 OPERATING EXPENSES AND SERVICES | 62,846 | 0 |
| 6000 CAPITAL OUTLAY | 0 | 57,493 |
| 7000 OTHER OUTGO | 342 | 0 |
| | <hr/> | <hr/> |
| | 146,349 | 146,349 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 2 / 1 / 2011 To 2 / 28 / 2011

Board Meeting on 3 / 28 / 2011

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|------------------------|---------------------------------|-------------|-----------|
| | <u>Appropriation Account</u> | | |
| 1000 | ACADEMIC SALARIES | | \$7,677 |
| 2000 | CLASSIFIED / OTHER NONACADEMIC | \$4,363 | |
| 3000 | EMPLOYEE BENEFITS | | 5,992 |
| 4000 | SUPPLIES AND MATERIALS | 2,598 | |
| 5000 | OPERATING EXPENSES AND SERVICES | 5,238 | |
| 6000 | CAPITAL OUTLAY | 1,470 | |
| | Total Transfer | \$13,669 | \$13,669 |

RECOMMENDATION

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

Fund 33: Child Development Fund

| bc10kt22811k | | 2/28/2011 | B007389 | <u>From</u> | <u>To</u> |
|--|---------------------------------|------------------|----------------|--------------------|------------------|
| 1000 | ACADEMIC SALARIES | | | 1,989 | 0 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 0 | 4,421 |
| 3000 | EMPLOYEE BENEFITS | | | 0 | 3,463 |
| 4000 | SUPPLIES AND MATERIALS | | | 670 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | | | 5,238 | 0 |
| 6000 | CAPITAL OUTLAY | | | 0 | 13 |
| | | | | <hr/> | <hr/> |
| Reason: Special Project Adjustment | | | | 7,897 | 7,897 |
| Description: Cover overspent line items | | | | | |

| bc10kt22811l | | 2/28/2011 | B007390 | <u>From</u> | <u>To</u> |
|--|------------------------------|------------------|----------------|--------------------|------------------|
| 1000 | ACADEMIC SALARIES | | | 0 | 9,666 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | | | 8,784 | 0 |
| 3000 | EMPLOYEE BENEFITS | | | 0 | 2,529 |
| 4000 | SUPPLIES AND MATERIALS | | | 1,928 | 0 |
| 6000 | CAPITAL OUTLAY | | | 1,483 | 0 |
| | | | | <hr/> | <hr/> |
| Reason: Special Project Adjustment | | | | 12,195 | 12,195 |
| Description: Cover overspent line items | | | | | |

Summary by Major Object for Fund 33

| | | <u>From</u> | <u>To</u> |
|-------------|--|--------------------|------------------|
| 1000 | ACADEMIC SALARIES | 0 | 7,677 |
| 2000 | CLASSIFIED/OTHER NONACADEMIC | 4,363 | 0 |
| 3000 | EMPLOYEE BENEFITS | 0 | 5,992 |
| 4000 | SUPPLIES AND MATERIALS | 2,598 | 0 |
| 5000 | OPERATING EXPENSES AND SERVICES | 5,238 | 0 |
| 6000 | CAPITAL OUTLAY | 1,470 | 0 |
| | | <hr/> | <hr/> |
| | | 13,669 | 13,669 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 2 / 1 / 2011 To 2 / 28 / 2011

Board Meeting on 3 / 28 / 2011

FUND: 42 BOND FUND, MEASURE E

BACKGROUND

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

ANALYSIS

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

| <u>Object Category</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|----------------------------|------------------------------|-------------|-----------|
| | <u>Appropriation Account</u> | | |
| 6000 | CAPITAL OUTLAY | | \$40,000 |
| 7900 | CONTINGENCY OR RESERVE | \$40,000 | |
| | Total Transfer | \$40,000 | \$40,000 |

RECOMMENDATION

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

Fund 42: Bond Fund, Measure E

| bc10kt22411a | | 2/24/2011 | B007352 | <u>From</u> | <u>To</u> |
|---------------------|------------------------|------------------|----------------|--------------------|------------------|
| 6000 | CAPITAL OUTLAY | | | 0 | 40,000 |
| 7900 | CONTINGENCY OR RESERVE | | | 40,000 | 0 |
| | | | | <hr/> | <hr/> |
| | | | | 40,000 | 40,000 |

Reason: Special Project Adjustment
Description: Construction mgmt svc SAC CDC

Summary by Major Object for Fund 42

| | | <u>From</u> | <u>To</u> |
|------|------------------------|--------------------|------------------|
| 6000 | CAPITAL OUTLAY | 0 | 40,000 |
| 7900 | CONTINGENCY OR RESERVE | 40,000 | 0 |
| | | <hr/> | <hr/> |
| | | 40,000 | 40,000 |

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

| | | |
|---------|--|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Change Order #2, Bid #1151 – Earthwork for the Athletic/Aquatic Complex at Santiago Canyon College | |
| Action: | Request for Approval | |

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading, Inc., for Bid #1151, earthwork for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$16,938.78. The revised contract amount is \$278,561.55. 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 8.4% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1151 for Southern California Grading, Inc., earthwork for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

| | | |
|-----------------|--|----------------------------|
| Fiscal Impact: | \$16,938.78 | Board Date: March 28, 2011 |
| Prepared by: | Darryl A. Odum, Director, District Construction and Support Services | |
| Submitted by: | Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services | |
| Recommended by: | Dr. Raúl Rodríguez, Chancellor | |

| | | | |
|---|--|----------------------|--------------------|
| CHANGE ORDER | Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640 | | |
| | Project: Aquatic & Athletic Center Project at Santiago Canyon College | Bid No. 1151 | P.O. # 10-P0014379 |
| | | D.S.A. No. 04-109232 | |
| Contractor: Southern California Grading Inc | Change Order No. 2 | | |
| Architect: The Austin Company | Date: March 14, 2011 | | |

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

| SUMMARY OF CONTRACT PRICE | | |
|------------------------------------|------------------|--------------------|
| Original Contract Amount | | \$257,000.00 |
| Previous Change Orders | \$4,622.77 | |
| This Change Order | \$16,938.78 | |
| Total Change Orders | | \$21,561.55 |
| Revised Contract Amount | | \$278,561.55 |
| Previous Time Extensions | 0 calendar days | |
| Time Extension - This Change Order | 10 calendar days | |
| Total Time Extensions | | 10 calendar days |
| Original Completion Date | | September 5, 2011 |
| Revised Contract Completion Date | | September 15, 2011 |
| RSCCD Board Approval Date | | March 28, 2011 |

| | | |
|---|-------------------------------|---------------|
| _____ Architect | _____ Authorized Signature | _____ Date |
| _____ Contractor Name | _____ Authorized Signature | _____ Date |
| _____ Construction Manager - Seville Construction Services | _____ Authorized Signature | _____ Date |
| _____ District Inspector | _____ Authorized Signature | _____ Date |
| _____ Darryl A. Odum Director - District Construction and Support Services | _____ Authorized Signature | _____ Date |
| _____ Assistant Vice Chancellor - Facility Planning | _____ Authorized Signature | _____ Date |
| _____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services | _____ Authorized Signature | _____ Date |

CHANGE ORDER

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

Project: Aquatic & Athletic Center Project at Santiago Canyon College

Bid No. 1151

P.O. # 10-P0014379

D.S.A. No.

04-109232

Contractor: Southern California Grading Inc

Change Order No.

2

Architect: The Austin Company

Date:

March 13, 2011

| ITEM NO. | EXPLANATION: | CREDIT | EXTRA |
|------------------|--|--------|-------------|
| 1.0 | <p>DESCRIPTION: Removal of electrical ductbanks and footings along the walk of champions</p> <p>REASON: Allow for construction of swimming pool (Unforeseen Condition)</p> <p>REQUESTOR: District:</p> <p>TIME EXTENSION: ADDS 0 calendar days</p> | | \$9,590.18 |
| 2.0 | <p>DESCRIPTION: Sawcut and remove portion of the walk of champions</p> <p>REASON: Allow installation of retaining walls (Backcharge Tidwell)</p> <p>REQUESTOR: District:</p> <p>TIME EXTENSION: ADDS 0 calendar days</p> | | \$7,348.60 |
| Sub-Total | | \$0.00 | \$16,938.78 |
| Total | | | \$16,938.78 |

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

| | | | |
|---------|--|-------|----------------|
| To: | Board of Trustees | Date: | March 28, 2011 |
| Re: | Approval of Change Order #2, Bid #1166 – Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center | | |
| Action: | Request for Approval | | |

BACKGROUND:

On November 15, 2010, the Board of Trustees awarded a contract to Color New Company, Inc. for Bid #1166, exterior siding replacement, metal work and painting at Centennial Education Center (CEC).

ANALYSIS:

The Project allowance of \$30,000.00 was not used. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 decreases the contract by \$30,000.00. The revised contract amount is \$122,316.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the construction manager and staff. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1166 for Color New Company, Inc., exterior siding replacement, metal work and painting at Centennial Education Center as presented.

| | | | |
|-----------------|--|-------------|----------------|
| Fiscal Impact: | -\$30,000.00 | Board Date: | March 28, 2011 |
| Prepared by: | Alex Oviedo, District Construction Supervisor | | |
| Submitted by: | Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services | | |
| Recommended by: | Dr. Raúl Rodríguez, Chancellor | | |

CHANGE ORDER

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

| | | | |
|---|----------------|--------|-------------|
| Project: <i>Centennial Education Center - Exterior Siding Replacement, Sheet Metal Work</i> | 1166 | P.O. # | 11-P0016997 |
| | DSA No. N/A | | |
| Contractor: <i>Color New Co.</i> | 2 | | |
| Architect: <i>N/A</i> | March 28, 2011 | | |

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

| | | |
|------------------------------------|-----------------|------------------|
| Original Contract Amount | | \$142,000.00 |
| Previous Change Orders | \$10,316.00 | |
| This Change Order | -\$30,000.00 | |
| Total Change Orders | | -\$19,684.00 |
| Revised Contract Amount | | \$122,316.00 |
| Previous Time Extensions | 0 calendar days | |
| Time Extension - This Change Order | 0 calendar days | |
| Total Time Extensions | | 0 calendar days |
| Original Completion Date | | February 4, 2011 |
| Revised Contract Completion Date | | February 4, 2011 |
| RSCCD Board Approval Date | | March 28, 2011 |

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Bernards Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

CHANGE ORDER

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

Project: Centennial Education Center Exterior Siding Replacement,
Sheet Metal Work

Bid No. 1166 P.O. # 11-P0016997

D.S.A. No. N/A

Contractor: Color New Co.

Change Order No. 2

Architect: N/A

March 28, 2011

| ITEM NO. | EXPLANATION: | CREDIT | EXTRA |
|-----------|---|-------------|--------------|
| 1.0 | <p><u>DESCRIPTION:</u> Credit project allowance</p> <p><u>REASON:</u> Not used</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | \$30,000.00 | \$0.00 |
| Sub-Total | | \$30,000.00 | \$0.00 |
| Total | | | -\$30,000.00 |

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

| | | |
|---------|--|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Change Order #1, Bid #1169 – Sewer and Gas Line Repairs at Santa Ana College | |
| Action: | Request for Approval | |

BACKGROUND:

On November 15, 2010, the Board of Trustees awarded a contract to Atlas Allied, Inc. for Bid #1169, sewer and gas line repairs at Santa Ana College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$31,020.00. The revised contract amount is \$386,320.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the construction manager and staff. Total combined change orders for the project are 8.7% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1169 for Atlas Allied, Inc., sewer and gas line repairs at Santa Ana College as presented.

| | | |
|-----------------|--|----------------------------|
| Fiscal Impact: | \$31,020.00 | Board Date: March 28, 2011 |
| Prepared by: | Alex Oviedo, District Construction Supervisor | |
| Submitted by: | Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services | |
| Recommended by: | Dr. Raúl Rodríguez, Chancellor | |

CHANGE ORDER

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

| | | | |
|--|----------------|--------|-------------|
| Project: <i>Sewer and Gas line Repairs</i> | 1169 | P.O. # | 11-BP000252 |
| | DSA No. | N/A | |
| Contractor: <i>Atlas Allied, Inc.</i> | 1 | | |
| Architect: <i>LTI Engineers</i> | March 14, 2011 | | |

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

| | | |
|------------------------------------|-----------------|-------------------|
| Original Contract Amount | | \$355,300.00 |
| Previous Change Orders | \$0.00 | |
| This Change Order | \$31,020.00 | |
| Total Change Orders | | \$31,020.00 |
| Revised Contract Amount | | \$386,320.00 |
| Previous Time Extensions | 0 calendar days | |
| Time Extension - This Change Order | 0 calendar days | |
| Total Time Extensions | | 0 calendar days |
| Original Completion Date | | February 28, 2011 |
| Revised Contract Completion Date | | March 15, 2011 |
| RSCCD Board Approval Date | | March 28, 2011 |

| | | |
|---|-------------------------------|---------------|
| _____ Architect | _____ Authorized Signature | _____ Date |
| _____ Contractor Name | _____ Authorized Signature | _____ Date |
| _____ Construction Manager - Bernards | _____ Authorized Signature | _____ Date |
| _____ District Inspector | _____ Authorized Signature | _____ Date |
| _____ Darryl A. Odum Director - District Construction and Support Services | | _____ Date |
| _____ Assistant Vice Chancellor - Facility Planning | _____ Authorized Signature | _____ Date |
| _____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services | | _____ Date |

CHANGE ORDER

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

Project: *Sewer and Gas line Repairs*

Bid No. 1166 P.O. # 11-P0016997

D.S.A. No.

Contractor: *Atlas Allied, Inc.*

Change Order No. 1

Architect: *LTI Engineers*

March 14, 2011

| ITEM NO. | EXPLANATION: | CREDIT | EXTRA |
|----------|--|--------|-------------|
| 1.0 | <p><u>DESCRIPTION:</u> Utility conflict adjacent to Sewer manhole N/W building "B"</p> <p><u>REASON:</u> After excavation, conflict with existing electrical conduits "not" shown on as-built. Contractor had to cut and re-connect conduits to allow for piping.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$1,486.00 |
| 2.0 | <p><u>DESCRIPTION:</u> Install PVC Gas lateral adjacent to Pool Equipment Room north east wall location</p> <p><u>REASON:</u> Original installation is steel pipe. District requested PVC installed adjacent to the steel pipe for future use should the steel pipe fail.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$4,744.00 |
| 3.0 | <p><u>DESCRIPTION:</u> Install 4"x14"x5" rectangle fitting @ existing storm drain building "G" S/E lateral location</p> <p><u>REASON:</u> Storm drain line is in conflict with new sewer line</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$3,516.00 |
| 4.0 | <p><u>DESCRIPTION:</u> Utility conflict west side of Building "F"</p> <p><u>REASON:</u> Existing 8" water line is in direct conflict with alignment of new sewer line. Sewer line had to be relocated under concrete walk West of Building "F"</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$13,455.00 |

CHANGE ORDER

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

Project: *Sewer and Gas line Repairs*

Bid No. *1166* P.O. # *11-P0016997*

D.S.A. No.

Contractor: *Atlas Allied, Inc.*

Change Order No. *1*

Architect: *LTI Engineers*

March 14, 2011

| ITEM NO. | EXPLANATION: | CREDIT | EXTRA |
|----------|--|------------|------------|
| 5.0 | <p><u>DESCRIPTION:</u> Additional work to expose sewer laterals including materials south of Building "G"</p> <p><u>REASON:</u> Existing sewer laterals were embedded in footing of building, contractor had to chip concrete to expose laterals and provide additional fittings.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$5,023.00 |
| 6.0 | <p><u>DESCRIPTION:</u> T&M work due to conflict with sewer line, alignment south side of buildings "W" and "T"</p> <p><u>REASON:</u> Original sewer alignment was in conflict Electrical encasement, Gas and water lines not shown on as-built drawings.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$8,129.00 |
| 7.0 | <p><u>DESCRIPTION:</u> Provide credit for 130'-0" gas line trench and concrete replacement</p> <p><u>REASON:</u> Contractor was able to sleeve 130'-0" of gas line in lieu of trenching and patch back of concrete on south side of Building "G"</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | \$5,291.00 | |
| 8.0 | <p><u>DESCRIPTION:</u> Provide credit for Manhole re-channel south east of building "B" in driveway</p> <p><u>REASON:</u> Contractor was able to use existing lateral form Building "B" before manhole location.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | \$1,049.00 | |

CHANGE ORDER

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

| Project: <i>Sewer and Gas line Repairs</i> | | Bid No. <i>1166</i> | P.O. # <i>11-P0016997</i> |
|--|--|---------------------------|---------------------------|
| Contractor: <i>Atlas Allied, Inc.</i> | | D.S.A. No. | |
| Architect: <i>LTI Engineers</i> | | Change Order No. <i>1</i> | |
| | | March 14, 2011 | |
| ITEM NO. | EXPLANATION: | CREDIT | EXTRA |
| 9.0 | <p><u>DESCRIPTION:</u> Gas shut down problems</p> <p><u>REASON:</u> Provide additional labor with stand by time due to conflict with existing Gas line shut down. Point of connection for new Gas line is in conflict with as-builts.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p> | | \$1,007.00 |
| Sub-Total | | \$6,340.00 | \$37,360.00 |
| Total | | | \$31,020.00 |

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

| | | |
|---------|-------------------------------|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Datatel Agreement | |
| Action: | Request for Approval | |

BACKGROUND

In 2005, the district purchased an Enterprise Resource Planning solution, Datatel, which requires a backend database management system. The district chose Oracle as the database management system. ITS recommends moving from Oracle to Microsoft's SQL Server database management system.

ANALYSIS

Datatel has formed a long-term partnership with Microsoft to create a reliable, comprehensive, integrated data management and analysis solution. Microsoft has long been the industry standard. Migrating from Oracle to Microsoft SQL Server will save the district over \$100,000 in annual maintenance costs, as well as provide an integrated data solution. Currently, the district's data is housed in multiple locations. Migrating to Microsoft SQL will provide a single, comprehensive and secure database that will allow long-term flexibility in the integration of all district data systems, less expensive reporting tools and a reduction in database administration costs. Furthermore, Microsoft SQL will provide a flexible virtual server platform that will allow ITS more effectively manage servers and network traffic, as well as temporarily add additional servers to assist in processing transactions during high-traffic registration periods, thus increasing the total capacity and processing speed of the district's systems during crucial times.

This project is scheduled to be completed by Summer 2012. Project Managers and high-level users will need to test existing processes and customizations. Otherwise, this project should be transparent to the majority of end users.

RECOMMENDATION

It is recommended that the Board of Trustees approve the migration from Oracle to Microsoft's SQL Server database management system as proposed by Datatel in the amount of \$93,725 as presented.

| | | |
|-----------------|---|----------------------------|
| Fiscal Impact: | \$93,725 | Board Date: March 28, 2011 |
| Prepared by: | Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services | |
| Submitted by: | Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services | |
| Recommended by: | Dr. Raúl Rodríguez, Chancellor | |



ATTACHMENT C-021111-R30
EXTENDED SERVICES

Rancho Santiago Community College District and DATATEL, INC. ("Datatel") agree on this _____ day of _____, 2011, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will provide services (the "Services") to Rancho Santiago Community College District and Rancho Santiago Community College District will purchase stated Services during a period of twelve (12) consecutive months (the "Term").

| Summary of Proposed Estimated Professional Services | | | |
|--|------------------|------------------|----------------------|
| Service Description | Consulting Hours | Bundled Services | Estimated Retail Fee |
| MISCELLANEOUS: | | | |
| Oracle to SQL Migration Project Coordination - Success Partners Project Coordination 12 Months/\$800 per Month (See Exhibit 1-A) | | \$9,600 | \$9,600 |
| Registration Health Check | | \$2,500 | \$2,500 |
| Oracle to SQL Migration - Custom Programming (See Exhibit 1-B) | 40 | | \$10,000 |
| Oracle to SQL Migration - Technical Consulting (See Exhibit 1-C) | 60 | | \$15,000 |
| Oracle to SQL Data Migration Preparation (See Exhibit 1-D) | 12 | | \$3,000 |
| Oracle to SQL Colleague R18 SQL Installation (See Exhibit 1-E) | 40 | | \$10,000 |
| Oracle to SQL Migration - Pager Support (See Exhibit 1-F) | | \$1,125 | \$1,125 |
| Total All Estimated Professional Services | 152 | \$13,225 | \$51,225 |

Basic Assumptions

- Standard Professional Services policies apply. These can be found at <http://clients.datatel.com/education/education/policies.cfm>.
- Rancho Santiago Community College District's project leader will lead this project at the institution site and will be the main point of contact for Datatel throughout the implementation.
- The Datatel Project Manager will serve as Rancho Santiago Community College District's primary point of contact at Datatel.
- Datatel's proposed level of effort for this project is based on the information provided thus far. If items found through the Discovery phase vary, any changes or additions to the scope of the mutually agreed upon services will be managed through the Datatel Project Manager and Rancho Santiago Community College District's contact.
- Rancho Santiago Community College District has appropriate technology and application staff to complete the project.
- All work associated with this project will be developed for latest Colleague and Envision Releases.
- The delivery method of each service is assumed to be remote unless explicitly stated as onsite. If Rancho Santiago Community College District wishes to have additional services performed onsite, they will be responsible for all costs associated to travel as well as additional services fees.

Basic Client Responsibilities

- Rancho Santiago Community College District will provide Datatel consultants with access to appropriate software and functionality in compliance with the institution's security and access policies.

Rancho Santiago Community College District
February 11, 2011
Tom O'Rourke/Peggy Schneider

Page 2 of 4

Initials:

KMB

Datatel

Customer

Unless noted differently in this contract, pricing is valid until June 30, 2011

No: R30:0201011:D2

Email signed contract to: clientsalesorders@datatel.com or Fax signed contract to: 703-968-4564



EXHIBIT I-021111-R30

Oracle to SQL Migration

- A. Project Coordination**
Coordinate resources, timelines, and milestones with your project manager.
- B. Custom Programming Consulting**
Walk through the steps needed to identify, package, move, test, and upgrade your customizations to work under SQL. Provide technical consulting for any custom-related questions or issues. Provide guidance on managing customizations throughout the migration period.
- C. Technical Consulting – Migration**
During the process of migrating your environments to SQL Server and addressing all system issues you may need additional technical assistance. The Technical Buddy service provides scheduled consultations with Datatel technical consultants to support you in these processes. As you focus on migrating to a SQL environment, this service provides you with consultations to resolve issues with a dedicated Datatel technical consultant. The Datatel consultant can help guide you through the process and/or answer questions in support of your needs.
- D. Data Migration Preparation**
Migrate Datatel-delivered and Client-created Directory structures in advance of Migration phases
- E. Colleague R18 SQL Installation**
R18 Infrastructure installation on New Servers
Create R18 Clean
- F. Pager Support Retainer**
Retainer for Datatel Technical Support to be on call during go-live:
 - Saturday 9am-6pm (non-holiday)
 - Sunday 9am-6pm (non-holiday)
 - Sunday 6pm-midnight (non-holiday)

Out of Scope:

- Install WebAdvisor
- Install User Interface

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

| | | |
|---------|---|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Lease Agreement with CouponEx | |
| 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

Coupon Ex is developing a savings card system that replaces paper discount coupons. The recommended lease is for one year: April 1, 2011 to March 31, 2012.

RECOMMENDATION

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

| | |
|--|----------------------------|
| Fiscal Impact: \$2,448.00 | Board Date: March 28, 2011 |
| Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services | |
| Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services | |
| Recommended by: Dr. Raúl Rodríguez, Chancellor | |

**Digital Media Center
LEASE**

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and CouponEx ("Tenant"), is dated March 9, 2011.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants 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 2011.

c. Broker(s):

Landlord's: N/A

Tenant's: N/A

d. Commencement Date: April 1, 2011

e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

f. Expense Stop: (fill in if applicable): \$ N/A

g. Expiration Date: March 31, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.

h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).

i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640

Tenant's Mailing Address: PO Box 52621, Irvine, CA 92619

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. 246.

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 Rentable 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 or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
- (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
 - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
 - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
 - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. INTEREST AND LATE CHARGES:

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT:

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-

tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES:

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE:

- a. Landlord's Obligations: Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.
- b. Tenant's Obligations:
 - (1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".
 - (2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.
 - (3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
 - (4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.
- c. Compliance with Law: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.
- d. Waiver by Tenant: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. Load and Equipment Limits: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install

business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
 - d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.
13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:
- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
 - b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.
14. RULES AND REGULATIONS:
Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.
15. CERTAIN RIGHTS RESERVED BY LANDLORD:
Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:
- a. To name the Building and Project and to change the name or street of the Building or Project;
 - b. To install and maintain all signs on the exterior and interior of the Building and Project;
 - c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
 - d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
 - e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:

(1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;

(2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

(3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;

(4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and

(5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**
a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**
a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.
e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**
a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-

ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant 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 therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-

tile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to

lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. **Furnishing of Financial Statements; Tenant's Representations.** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
 - l. **Further Assurances.** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
 - m. **Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
 - n. **Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
 - o. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
 - p. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
 - q. **Successors and Assigns.** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
 - r. **Time of the Essence.** Time is of the essence of this Lease.
 - s. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
 - t. **Compliance.** The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. **CHANGES TO COMMON AREAS.** Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, with-

out incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.t of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11 .b of this Lease; provided, however, that if such Mandatory Work is required during the last year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the

option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.

45. NO REPRESENTATION AS TO SUITABILITY OF PREMISES: Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. LIMITATION ON TENANT'S REPAIRS: Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. CONSTRUCTION INSURANCE: In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. WAIVER OF JURY TRIAL: Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. HAZARDOUS MATERIALS: Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. TENANT'S HAZARDOUS MATERIAL INDEMNITY: Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. INDEPENDENT COVENANTS: The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.
52. RIGHT TO LEASE: Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the inter-

ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

53. CONSENT TO JURISDICTION AND SERVICE OF PROCESS: All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. REMEDIES: No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. COVENANTS AND CONDITIONS: All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. CONSTRUCTION: The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. RENTAL RATE:
- | Year | Rent |
|------|--|
| 1 | \$1.70 per rentable square foot per month full service gross |
59. TENANT IMPROVEMENTS: N/A
60. USE OF INCUTRACK:
IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the incubator.
- Milestones. Tenant shall establish quarterly milestones with the DMC Director and use IncuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
 - Statistical Data. Tenant shall use IncuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

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

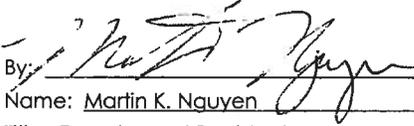
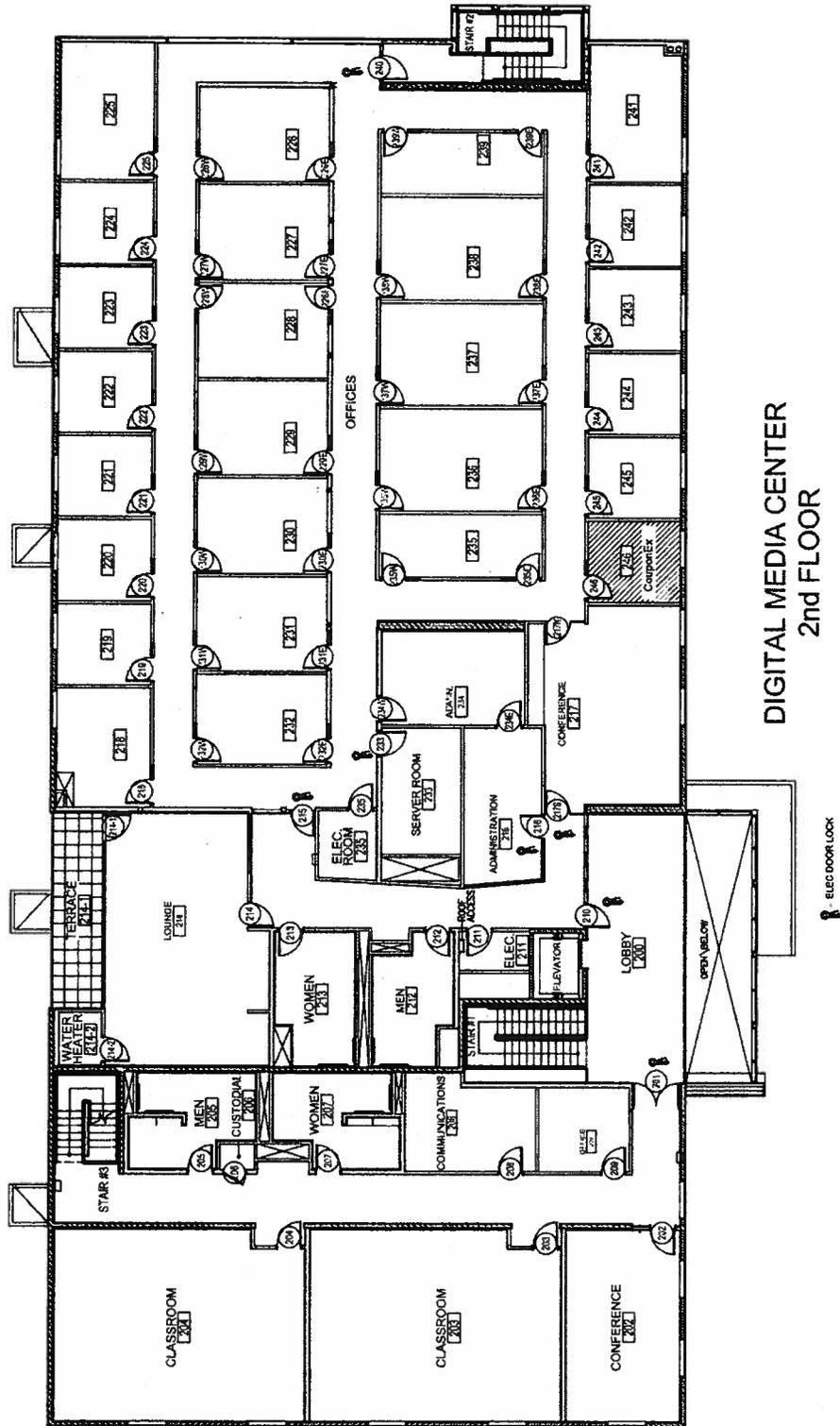
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|---|--|
| "LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT | "TENANT" COUPONEX |
| By: _____ | By:  |
| Name: <u>Peter J. Hardash</u> | Name: <u>Martin K. Nguyen</u> |
| Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u> | Title: <u>Founder and President</u> |

EXHIBIT A
FLOOR PLAN



DIGITAL MEDIA CENTER
2nd FLOOR

EXHIBIT B

SITE PLAN

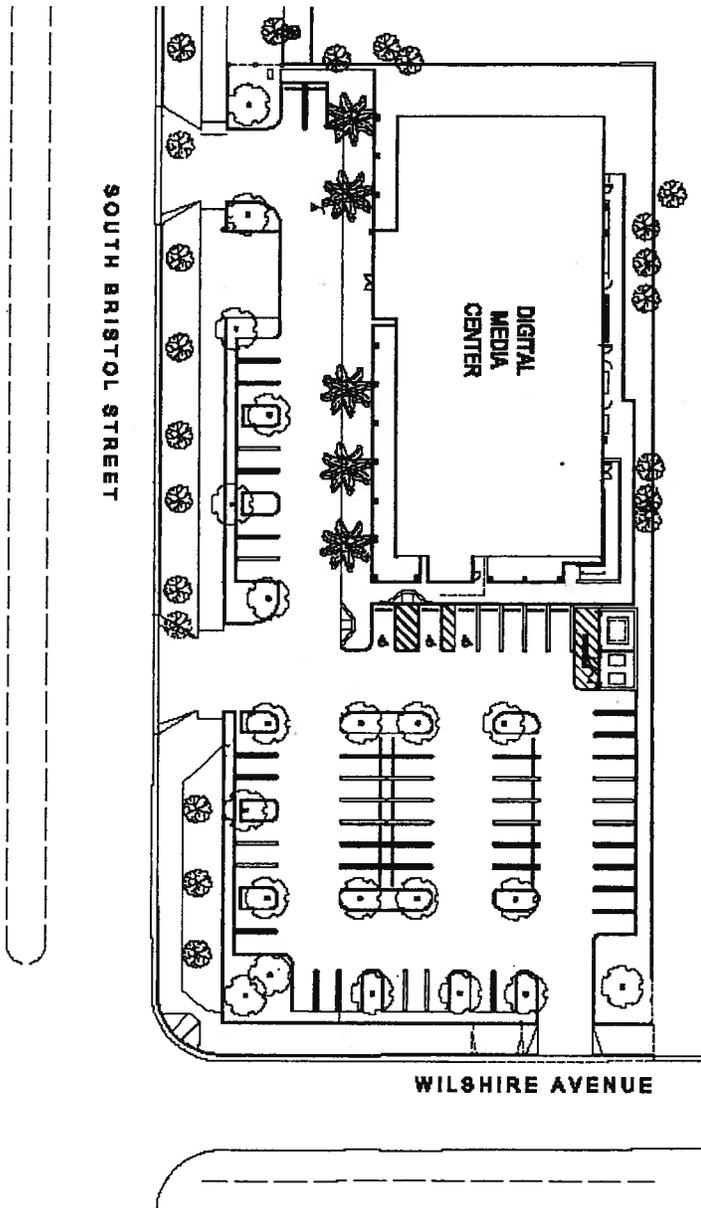


EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated March 9, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and CouponEx ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 246 (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 Martin K. Nguyen 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.

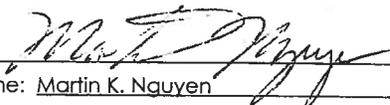
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|---|---|
| <p>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> | <p>"TENANT" COUPONEX</p> |
| By: _____ | By:  |
| Name: <u>Pefer J. Hardash</u> | Name: <u>Martin K. Nguyen</u> |
| Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u> | Title: <u>Founder and President</u> |

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 therefrom.

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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, to change the name and street address of the DMC Building. Without the written consent of Landlord,

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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.

29. To the extent Landlord reasonably deems it necessary to exercise exclusive control

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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, subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules

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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 A.N.

Board Approval

Date

INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines (“DMC INUG”) applies to all Digital Media Center (“DMC”) personnel, tenants, affiliates and guests (each a “tenant” and collectively “tenants”). Each tenant’s use of the DMC’s systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant’s prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC’s systems and network will be subject to the DMC INUG.

BY USING THE DMC’S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC’S SYSTEMS OR NETWORK FOR ANY PURPOSE.

Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.

If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

General Conduct

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

Systems and Network Usage Security

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.

- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

NOTE: Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

E-mail

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

NOTE: The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.

VOIP (Voice Over Internet Protocol)

- VOIP is not available on the DMC network.

IRC (Internet Relay Chat)

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots” or “clones”), nor IRC sessions may be run from the DMC’s shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

General Use

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from “slow” sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Napster, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant’s network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC’s bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

Wireless Networks

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

Server Room Access

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC’s system and network for the uses

of any of the tenants, and provides access to the tenants on an "as is" basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant's server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

Material and Product Requirements

- The use of the DMC's service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

Privacy

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and it tenants.

Remedies

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these polices may result in closing Internet access, fines, and/ or expulsion from the DMC.

THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

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

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

"LANDLORD"

**Rancho Santiago Community College
District**

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

"TENANT"

CouponEx

By: 
Name: MARWIN INGUIEN
Title: FOUNDER & PRESIDENT.

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

| | | |
|---------|--|----------------------|
| To: | Board of Trustees | Date: March 28, 2011 |
| Re: | Approval of Lease Agreement with Relecom LLC | |
| 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

Relecom's digital marketing measurement services enable advertisers, agencies, and publishers to optimize marketing investments. The recommended lease is for one year: March 14, 2011 to March 13, 2012.

RECOMMENDATION

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

| | |
|--|----------------------------|
| Fiscal Impact: \$4,018.80 | Board Date: March 28, 2011 |
| Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services | |
| Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services | |
| Recommended by: Dr. Raúl Rodríguez, Chancellor | |

- 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 or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
 - (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
 - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
 - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
 - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. INTEREST AND LATE CHARGES:

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT:

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-



tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES:

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE:

a. Landlord's Obligations: Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.

b. Tenant's Obligations:

(1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".

(2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

c. Compliance with Law: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. Waiver by Tenant: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. Load and Equipment Limits: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install



business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable



for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:
 - (1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;
 - (2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
 - (3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
 - (4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
 - (5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**
- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**
- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**
- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-



ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant 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 therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-



tile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to

lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. **Furnishing of Financial Statements; Tenant's Representations.** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
 - l. **Further Assurances.** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
 - m. **Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
 - n. **Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
 - o. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
 - p. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
 - q. **Successors and Assigns.** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
 - r. **Time of the Essence.** Time is of the essence of this Lease.
 - s. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
 - t. **Compliance.** The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. **CHANGES TO COMMON AREAS.** Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, with-



out incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.t of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11 .b of this Lease; provided, however, that if such Mandatory Work is required during the last year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the



option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. NO REPRESENTATION AS TO SUITABILITY OF PREMISES: Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. LIMITATION ON TENANT'S REPAIRS: Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. CONSTRUCTION INSURANCE: In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. WAIVER OF JURY TRIAL: Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. HAZARDOUS MATERIALS: Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. TENANT'S HAZARDOUS MATERIAL INDEMNITY: Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. INDEPENDENT COVENANTS: The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.
52. RIGHT TO LEASE: Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the inter-



ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

53. CONSENT TO JURISDICTION AND SERVICE OF PROCESS: All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. REMEDIES: No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. COVENANTS AND CONDITIONS: All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. CONSTRUCTION: The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. RENTAL RATE:
- | Year | Rent |
|------|--|
| 1 | \$1.70 per rentable square foot per month full service gross |
59. TENANT IMPROVEMENTS: N/A
60. USE OF INCUTRACK:
IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the incubator.
- Milestones. Tenant shall establish quarterly milestones with the DMC Director and use incuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
 - Statistical Data. Tenant shall use incuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

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

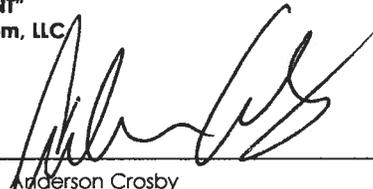
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|--|--|
| "LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT | "TENANT" Relecom, LLC |
| By: _____ | By:  |
| Name: <u>Peter J. Hardash</u> | Name: <u>Anderson Crosby</u> |
| Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u> | Title: <u>CEO</u> |



EXHIBIT A
FLOOR PLAN

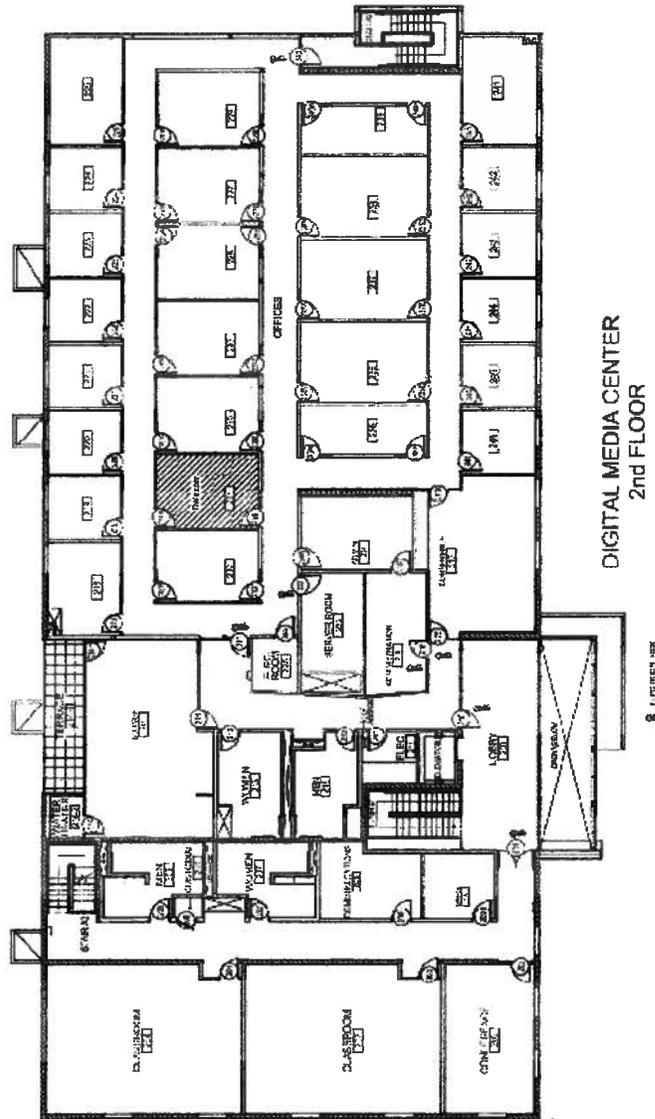


EXHIBIT B

SITE PLAN

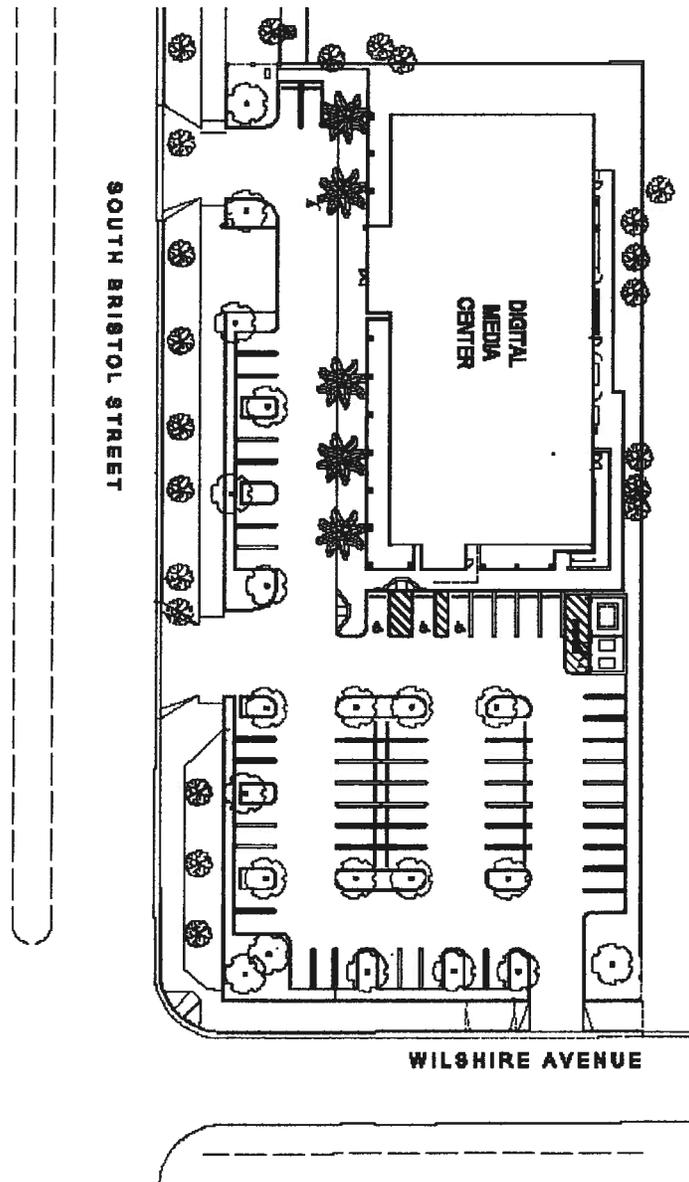


EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated March 14, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Relecom, LLC ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 231 (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.

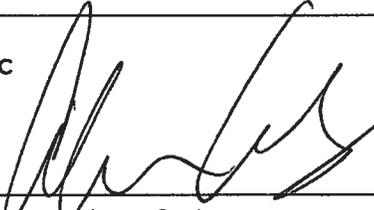
1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components 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 Anderson Crosby 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" Relecom, LLC</p> |
| <p>By: _____</p> <p>Name: <u>Peter J. Hardash</u></p> <p>Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p> | <p>By: </p> <p>Name: <u>Anderson Crosby</u></p> <p>Title: <u>CEO</u></p> |

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

from.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL
Landlord _____
Tenant 

Board Approval

Date

INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines (“DMC INUG”) applies to all Digital Media Center (“DMC”) personnel, tenants, affiliates and guests (each a “tenant” and collectively “tenants”). Each tenant’s use of the DMC’s systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant’s prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC’s systems and network will be subject to the DMC INUG.

BY USING THE DMC’S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC’S SYSTEMS OR NETWORK FOR ANY PURPOSE.

Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.

If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

General Conduct

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

Systems and Network Usage Security

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.

- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

NOTE: Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

E-mail

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

NOTE: The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.

VOIP (Voice Over Internet Protocol)

- VOIP is not available on the DMC network.

IRC (Internet Relay Chat)

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots” or “clones”), nor IRC sessions may be run from the DMC’s shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

General Use

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from “slow” sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Naspter, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant’s network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC’s bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

Wireless Networks

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

Server Room Access

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC’s system and network for the uses

of any of the tenants, and provides access to the tenants on an “as is” basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant’s server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

Material and Product Requirements

- The use of the DMC’s service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

Privacy

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and it tenants.

Remedies

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these polices may result in closing Internet access, fines, and/ or expulsion from the DMC.

THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

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

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

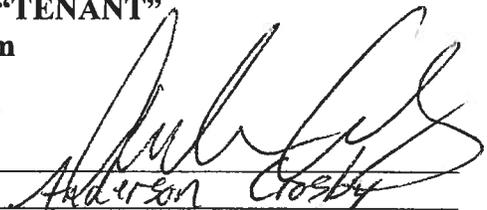
"LANDLORD"

**Rancho Santiago Community College
District**

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

"TENANT"

Relecom

By: 
Name: Anderson Crosby
Title: Founder, Principal

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|-----------------------------------|----------------------------------|----|------|----------|
| 11-P0017612 | 82.05 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 2/7/2011 |
| 11-P0017613 | 425.55 | ONE PARK BLVD LLC | Conference Expenses | SP | | 2/8/2011 |
| 11-P0017614 | 325.00 | NACCTEP NAT'L ASSOC OF COMM | Conference Expenses | SP | | 2/8/2011 |
| 11-P0017615 | 190.00 | CCCEOPSA CALIF COM COLL | Conference Expenses | SP | | 2/8/2011 |
| * 11-P0017616 | 970.00 | CCDAA CALIF CHILD DEV ADMIN ASSOC | Conference Expenses | SP | | 2/8/2011 |
| 11-P0017617 | 5,448.90 | MCKESSON GENERAL MEDICAL CORP | Instructional Supplies | | | 2/8/2011 |
| 11-P0017618 | 375.30 | MIDWEST LIBRARY SVC | Library Books | | | 2/8/2011 |
| 11-P0017619 | 184.59 | GALE GROUP | Library Books | | | 2/8/2011 |
| 11-P0017620 | 652.45 | INTUIT INC | Software License and Fees | SP | | 2/8/2011 |
| 11-P0017621 | 134.68 | ORIENTAL TRADING CO INC | Non-Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017622 | 130.46 | GALLS INC | Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017623 | 127.34 | ECONOLIGHT | Repair & Replacement Parts | | | 2/8/2011 |
| 11-P0017624 | 1,000.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | | | 2/8/2011 |
| 11-P0017625 | 3,701.75 | CRAIG MEDICAL INT'L INC | Equipment - Federal Progs >200 | SP | | 2/8/2011 |
| 11-P0017626 | 95.92 | BARNES & NOBLE INC | Books, Mags & Ref Mat, Non-Lib | | | 2/8/2011 |
| 11-P0017627 | 6,510.86 | TROXELL COMM INC | Equipment - Federal Progs >200 | SP | | 2/8/2011 |
| 11-P0017628 | 750.00 | SMART & FINAL | Food and Food Service Supplies | SP | | 2/8/2011 |
| 11-P0017629 | 1,115.39 | MCKESSON GENERAL MEDICAL CORP | Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017630 | 48.45 | AED SUPERSTORE | Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017631 | 200.63 | POCKET NURSE | Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017632 | 1,994.92 | OXFORD UNIV PRESS | Books, Mags & Ref Mat, Non-Lib | SP | | 2/8/2011 |
| 11-P0017633 | 1,392.93 | 4 IMPRINT | Non-Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017634 | 2,500.00 | NTH GENERATION COMPUTING INC | Contracted Services | | | 2/8/2011 |
| 11-P0017635 | 4,668.20 | DELL COMPUTER | Equipment - Federal Progs >200 | SP | | 2/8/2011 |
| 11-P0017636 | 441.56 | A & W ELECTRIC MOTORS INC | Equip/Software - >\$200 <\$1,000 | | | 2/8/2011 |
| 11-P0017637 | 12,073.86 | DELL COMPUTER | Equipment - Federal Progs >200 | SP | | 2/8/2011 |
| 11-P0017638 | 83.04 | SY NIELSON SERVICES, | Contracted Repair Services | | | 2/8/2011 |
| 11-P0017639 | 3,680.10 | UNISOURCE PAPER CO | Instructional Supplies | SP | | 2/8/2011 |
| 11-P0017640 | 20.00 | WELLS FARGO BANK | Conference Expenses | | | 2/9/2011 |
| 11-P0017641 | 1,440.00 | WESTED | Conference Expenses | SP | | 2/9/2011 |
| 11-P0017642 | 100.00 | KELLY PAPER | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017644 | 1,000.00 | UNITED AUTOMOTIVE SVC INC | Contracted Repair Services | | | 2/9/2011 |
| 11-P0017645 | 701.00 | SMART & FINAL | Food and Food Service Supplies | SP | | 2/9/2011 |
| 11-P0017646 | 300.00 | WOODWARD'S ACE HARDWARE | Non-Instructional Supplies | | | 2/9/2011 |
| 11-P0017647 | 2,000.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | | | 2/9/2011 |

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

(1) 6.5

No. 5.9

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|--------------------------------|----------------------------------|----|------|-----------|
| 11-P0017648 | 300.00 | HOME DEPOT | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017649 | 90.00 | ART SUPPLY WAREHOUSE | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017650 | 200.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017651 | 500.00 | APEX AUDIO INC | Repair & Replacement Parts | | | 2/9/2011 |
| 11-P0017652 | 1,018.00 | CALIF STAGE & LIGHTING | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017653 | 1,000.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017654 | 1,000.00 | HOME DEPOT | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017655 | 100.00 | ALBERTSON'S | Food and Food Service Supplies | SP | | 2/9/2011 |
| 11-P0017656 | 1,000.00 | MARSHALL MUSIC | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017657 | 1,500.00 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017658 | 355.00 | OLSON AMANDA KAY MARIE | Conference Expenses | SP | | 2/9/2011 |
| 11-P0017659 | 8,000.00 | UNISOURCE PAPER CO | Non-Instructional Supplies | | | 2/9/2011 |
| 11-P0017660 | 191.78 | B & H PHOTO VIDEO INC | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017661 | 426.24 | DOUBLETREE HOTEL | Conference Expenses | SP | | 2/9/2011 |
| 11-P0017662 | 1,063.01 | MCGRAW HILL CONTEMPORARY | Books, Mags & Ref Mat, Non-Lib | SP | | 2/9/2011 |
| 11-P0017663 | 529.02 | TOWNSEND PRESS | Books, Mags & Ref Mat, Non-Lib | SP | | 2/9/2011 |
| 11-P0017664 | 738.72 | NEW READERS PRESS | Books, Mags & Ref Mat, Non-Lib | SP | | 2/9/2011 |
| 11-P0017665 | 1,184.53 | HOUGHTON MIFFLIN HARCOURT PUBL | Books, Mags & Ref Mat, Non-Lib | SP | | 2/9/2011 |
| 11-P0017666 | 900.00 | SPECTRUM INFORMATION SVCS | Internet Services | SP | | 2/9/2011 |
| 11-P0017667 | 573.50 | SLUSSER TOBY | Repair & Replacement Parts | | | 2/9/2011 |
| * 11-P0017668 | 4,340.00 | DE LA TORRE COMMERCIAL | Contracted Services | | | 2/9/2011 |
| 11-P0017669 | 2,132.81 | SIGMA ALDRICH INC | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017670 | 1,100.00 | SANDY BOYD INC | Contracted Repair Services | | | 2/9/2011 |
| 11-P0017671 | 789.06 | PYRO-COMM SYSTEMS INC | Contracted Repair Services | | | 2/9/2011 |
| 11-P0017672 | 4,885.65 | SIGMA ALDRICH INC | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017673 | 10,729.20 | THE WRIGHT GROUP INC | Legal Expenses | | | 2/9/2011 |
| * 11-P0017674 | 1,835.11 | EBERHARD EQUIPMENT | Equip/Software - >\$200 <\$1,000 | | | 2/9/2011 |
| 11-P0017675 | 2,749.27 | SANDY BOYD INC | Buildings - Contracted Svcs | SP | BOND | 2/9/2011 |
| 11-P0017676 | 1,504.40 | WARD'S NATURAL SCIENCE | Instructional Supplies | SP | | 2/9/2011 |
| 11-P0017677 | 350.00 | MCMAHAN BUSINESS INTERIORS | Instructional Supplies | SP | | 2/10/2011 |
| 11-P0017678 | 209.85 | BARNES & NOBLE INC | Books, Mags & Ref Mat, Non-Lib | SP | | 2/10/2011 |
| 11-P0017679 | 19.83 | DELL COMPUTER | Non-Instructional Supplies | SP | | 2/10/2011 |
| 11-P0017680 | 3,840.00 | MORENO'S RESTAURANT | Food and Food Service Supplies | SP | | 2/10/2011 |
| 11-P0017681 | 230.00 | COPELAND BEVERLY | Advertising | SP | | 2/10/2011 |
| 11-P0017682 | 311.71 | COMPUTERLAND OF SILICON VALLEY | Software License and Fees | | | 2/10/2011 |

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

5.9 (2)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|---|----------------------------------|----|------|-----------|
| 11-P0017683 | 11,299.13 | APPLIED INSTRUMENTS | Equipment - All Other > \$1,000 | SP | BOND | 2/10/2011 |
| 11-P0017684 | 8,200.00 | TEXTOPOLY INC | Contracted Services | | | 2/10/2011 |
| 11-P0017685 | 950.00 | ORANGE COAST PLUMBING INC | Contracted Repair Services | | | 2/10/2011 |
| 11-P0017686 | 500.00 | HICKOCK ROSS | Contracted Repair Services | | | 2/10/2011 |
| 11-P0017688 | 968.61 | PEARSON ED | Books, Mags & Ref Mat, Non-Lib | SP | | 2/10/2011 |
| 11-P0017689 | 1,137.30 | MCMAHAN BUSINESS INTERIORS | Equip/Software - >\$200 <\$1,000 | SP | | 2/10/2011 |
| 11-P0017690 | 171.58 | MCGRAW HILL CONTEMPORARY | Books, Mags & Ref Mat, Non-Lib | SP | | 2/10/2011 |
| 11-P0017691 | 5,315.00 | CLASSIC PARTY RENTALS | Rental-Equipment (Short-term) | SP | | 2/10/2011 |
| 11-P0017692 | 1,407.56 | TRI CHEM TECH | Contracted Repair Services | | | 2/10/2011 |
| 11-P0017693 | 438.81 | ORANGE TREE DELI & CATERING | Food and Food Service Supplies | SP | | 2/10/2011 |
| 11-P0017694 | 590.88 | SLUSSER TOBY | Repair & Replacement Parts | | | 2/10/2011 |
| 11-P0017695 | 350.18 | SIGN EXPRESS | Non-Instructional Supplies | SP | | 2/10/2011 |
| 11-P0017696 | 180.00 | HONORS TRANSFER COUNCIL OF CALIF | Conference Expenses | SP | | 2/10/2011 |
| 11-P0017697 | 750.00 | CORNER BAKERY | Food and Food Service Supplies | | | 2/10/2011 |
| 11-P0017698 | 860.00 | HIGH RISE GLASS & DOORS INC | Contracted Repair Services | | | 2/10/2011 |
| 11-P0017699 | 50.00 | WARD'S | Instructional Supplies | SP | | 2/10/2011 |
| 11-P0017700 | 759.91 | HOUGHTON MIFFLIN HARCOURT PUBL | Books, Mags & Ref Mat, Non-Lib | SP | | 2/10/2011 |
| 11-P0017701 | 1,025.98 | ABC SCHOOL EQUIPMENT INC | Equipment - Federal Progs >200 | SP | | 2/10/2011 |
| 11-P0017702 | 443.41 | A & W ELECTRIC MOTORS INC | Repair & Replacement Parts | | | 2/10/2011 |
| 11-P0017703 | 454.56 | A & W ELECTRIC MOTORS INC | Repair & Replacement Parts | | | 2/10/2011 |
| 11-P0017704 | 96.00 | STATE OF CALIFORNIA | Fingerprinting | | | 2/10/2011 |
| 11-P0017705 | 2,292.84 | APPLE COMPUTER INC | Equipment - All Other > \$1,000 | | | 2/10/2011 |
| 11-P0017706 | 936.00 | DE LA TORRE COMMERCIAL | Site Improvements | SP | | 2/10/2011 |
| 11-P0017707 | 1,200.00 | THE NATL HEP/CAMP ASSOCIATION | Inst Dues & Memberships | SP | | 2/11/2011 |
| * 11-P0017708 | 949.97 | GRAINGER | Equip/Software - >\$200 <\$1,000 | | | 2/11/2011 |
| 11-P0017709 | 487.17 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/11/2011 |
| 11-P0017710 | 326.25 | ORANGE COUNTY INDUSTRIAL YSEWING MACHINE CO | Instructional Supplies | SP | | 2/11/2011 |
| 11-P0017711 | 46.90 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/11/2011 |
| 11-P0017712 | 429.44 | COBRA SYSTEMS | Non-Instructional Supplies | | | 2/11/2011 |
| 11-P0017713 | 1,999.91 | IMPRESSIONS GOURMET CATERING | Food and Food Service Supplies | SP | | 2/11/2011 |
| 11-P0017714 | 472.28 | DELL COMPUTER | Equip/Software - >\$200 <\$1,000 | | | 2/11/2011 |
| 11-P0017715 | 560.00 | LUX BUS AMERICA | Transportation - Student | SP | | 2/11/2011 |
| 11-P0017716 | 706.87 | SPORTS PAGE SOCCER WAREHOUSE | Instructional Supplies | SP | | 2/11/2011 |
| 11-P0017717 | 2,422.32 | FISHER SCIENTIFIC | Equip/Software - >\$200 <\$1,000 | SP | BOND | 2/11/2011 |
| 11-P0017718 | 1,250.00 | HERTZ CORP | Transportation - Student | SP | | 2/11/2011 |

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

5.9(3)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|-----------------------------------|----------------------------------|----|------|-----------|
| 11-P0017719 | 700.00 | MARSHALL MUSIC | Instructional Supplies | SP | | 2/11/2011 |
| 11-P0017720 | 114.19 | SCHICK RECORDS MGMT | Non-Instructional Supplies | | | 2/11/2011 |
| * 11-P0017721 | 317.76 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 2/11/2011 |
| 11-P0017722 | 560.00 | SHELBY STEVEN | Buildings - Contracted Svcs | SP | BOND | 2/14/2011 |
| 11-P0017723 | 834.00 | VORTEX INDUSTRIES | Contracted Repair Services | | | 2/14/2011 |
| 11-P0017724 | 910.74 | FRANKLIN AIR CONDITIONING | Contracted Repair Services | | | 2/14/2011 |
| 11-P0017725 | 4,528.44 | FRANKLIN AIR CONDITIONING | Building Improvements | SP | BOND | 2/14/2011 |
| 11-P0017726 | 20,560.00 | DE LA TORRE COMMERCIAL | Building Improvements | SP | BOND | 2/14/2011 |
| 11-P0017727 | 1,985.00 | LTI LUZURIAGA TAYLOR INC | Buildings - Engineering Costs | SP | BOND | 2/14/2011 |
| 11-P0017729 | 2,240.00 | STATE OF CALIFORNIA | Fingerprinting | | | 2/14/2011 |
| 11-P0017730 | 725.00 | OWENS STEVE | Contracted Services | SP | | 2/14/2011 |
| 11-P0017731 | 7,485.00 | HANDS ON TECHNOLOGY TRANSFER, INC | Conference Expenses | | | 2/14/2011 |
| 11-P0017732 | 315.00 | CCCCIO | Conference Expenses | SP | | 2/14/2011 |
| 11-P0017733 | 1,952.60 | MCGRAW HILL CONTEMPORARY | Books, Mags & Ref Mat, Non-Lib | SP | | 2/15/2011 |
| 11-P0017734 | 695.49 | CENGAGE LEARNING/ EDUC. TO GO | Books, Mags & Ref Mat, Non-Lib | SP | | 2/15/2011 |
| 11-P0017735 | 2,089.17 | CDW GOVERNMENT INC. | Equip/Software - >\$200 <\$1,000 | SP | | 2/15/2011 |
| 11-P0017736 | 243.81 | CREATIVE HEALTH PRODUCTS | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017737 | 1,309.38 | CHANNING L BETE CO INC | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017738 | 1,500.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/15/2011 |
| * 11-P0017739 | 1,170.44 | ARMSTRONG MEDICAL INDUSTRIES | Equipment - Federal Progs >200 | SP | | 2/15/2011 |
| * 11-P0017740 | 2,658.57 | LAERDAL MEDICAL CORP | Equipment - Federal Progs >200 | SP | | 2/15/2011 |
| 11-P0017741 | 200.00 | LYTTON PERRY | Repair & Replacement Parts | | | 2/15/2011 |
| 11-P0017742 | 400.00 | LYTTON PERRY | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017743 | 1,000.00 | DAPPER TIRE | Repair & Replacement Parts | | | 2/15/2011 |
| 11-P0017744 | 5,220.98 | DELL COMPUTER | Equipment - All Other > \$1,000 | SP | | 2/15/2011 |
| 11-P0017745 | 2,597.24 | VORTEX INDUSTRIES | Contracted Repair Services | | | 2/15/2011 |
| 11-P0017746 | 340.00 | FRANKLIN AIR CONDITIONING | Contracted Repair Services | | | 2/15/2011 |
| 11-P0017747 | 16,000.00 | REVO ROOFING INC | Contracted Repair Services | | | 2/15/2011 |
| 11-P0017748 | 800.00 | CINTAS CORP | Laundry & Dry Cleaning Service | | | 2/15/2011 |
| 11-P0017749 | 800.00 | CINTAS CORP | Laundry & Dry Cleaning Service | | | 2/15/2011 |
| 11-P0017750 | 742.53 | B & H PHOTO VIDEO INC | Equipment - Federal Progs >200 | SP | | 2/15/2011 |
| 11-P0017751 | 1,957.39 | MUSICIAN'S FRIEND | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017752 | 176.52 | COUSIN'S VIDEO, INC. | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017753 | 449.55 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017754 | 270.79 | APPLE COMPUTER INC | Equip/Software - >\$200 <\$1,000 | | | 2/15/2011 |

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

5.9 (4)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|---|----------------------------------|----|------|-----------|
| 11-P0017755 | 2,718.75 | BENTLEY SYSTEMS INC | Software License and Fees | SP | | 2/15/2011 |
| 11-P0017756 | 432.15 | PACIFIC COACHWAYS CHARTER | Transportation - Student | SP | | 2/15/2011 |
| 11-P0017757 | 459.12 | NEW READERS PRESS | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017758 | 573.63 | HOUGHTON MIFFLIN HARCOURT PUBL | Books, Mags & Ref Mat, Non-Lib | SP | | 2/15/2011 |
| 11-P0017759 | 1,958.37 | MCGRAW HILL CONTEMPORARY | Books, Mags & Ref Mat, Non-Lib | SP | | 2/15/2011 |
| 11-P0017760 | 3,124.31 | NASCO | Equipment - Federal Progs >200 | SP | | 2/15/2011 |
| 11-P0017761 | 393.72 | RENAISSANCE MONTURA HOTEL | Conference Expenses | SP | | 2/15/2011 |
| 11-P0017762 | 1,135.00 | RENAISSANCE MONTURA HOTEL | Conference Expenses | SP | | 2/15/2011 |
| 11-P0017763 | 350.00 | UNIV OF NEW MEXICO PRESS | Conference Expenses | SP | | 2/15/2011 |
| * 11-P0017764 | 1,983.29 | KLAI-CO IDENTIFICATION PRODUCT INC | Equipment - Federal Progs >200 | SP | | 2/15/2011 |
| 11-P0017765 | 831.99 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017766 | 294.66 | LIPPINCOTT WILLIAMS & WILKINS | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017767 | 532.88 | ASHP AMERICAN SOCIETY OF HOSPITAL | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017768 | 280.00 | DON BOOKSTORE | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017769 | 2,686.74 | AMERICAN EXPRESS | Other Participant Travel Exp | SP | | 2/15/2011 |
| 11-P0017770 | 4,110.53 | ORION TELESCOPE & BINOCULAR CTR | Instructional Supplies | SP | | 2/15/2011 |
| 11-P0017771 | 1,000.00 | PHARMEDIX | Non-Instructional Supplies | SP | | 2/16/2011 |
| 11-P0017772 | 425.00 | FRANKLIN AIR CONDITIONING | Contracted Repair Services | | | 2/16/2011 |
| 11-P0017773 | 770.00 | DE LA TORRE COMMERCIAL | Contracted Repair Services | | | 2/16/2011 |
| 11-P0017774 | 100.00 | MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017775 | 100.00 | MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017776 | 1,000.00 | MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017777 | 100.00 | MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017778 | 1,029.78 | ID SYSTEMS INC | Equip/Software - >\$200 <\$1,000 | SP | BOND | 2/16/2011 |
| 11-P0017779 | 1,000.00 | A MEETING COMPANY | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017780 | 1,750.00 | A MEETING COMPANY | Other Participant Travel Exp | SP | | 2/16/2011 |
| 11-P0017781 | 416.80 | CECILIA A. ARRIAZA | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017782 | 416.80 | EVA C. PALOMARES | Conference Expenses | SP | | 2/16/2011 |
| 11-P0017783 | 11,401.73 | CA-NV SECTION, AWWA | Contracted Services | SP | | 2/16/2011 |
| 11-P0017784 | 289.28 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/16/2011 |
| 11-P0017785 | 7,500.00 | THE MARCOM GROUP INC | Contracted Services | SP | | 2/16/2011 |
| 11-P0017786 | 196.15 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/16/2011 |
| 11-P0017787 | 38.93 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/16/2011 |
| 11-P0017788 | 1,330.42 | DELL COMPUTER | Equipment - All Other > \$1,000 | | | 2/16/2011 |
| 11-P0017789 | 1,249.99 | DELL COMPUTER | Equipment - All Other > \$1,000 | SP | | 2/16/2011 |

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5.9 (5)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|-------------|-----------|-----------------------------------|--------------------------------|----|------|-----------|
| 11-P0017790 | 200.15 | ALADDIN FLORIST | Non-Instructional Supplies | SP | | 2/17/2011 |
| 11-P0017791 | 516.31 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/17/2011 |
| 11-P0017792 | 381.71 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/17/2011 |
| 11-P0017793 | 3,000.00 | AMERICAN REPROGRAPHICS CO LLC | Buildings - Blueprint/Reprod | SP | BOND | 2/17/2011 |
| 11-P0017794 | 5,890.77 | TANDUS US LLC | Contracted Services | SP | | 2/17/2011 |
| 11-P0017795 | 412.92 | AJPJ II LLC/FAIRFIELD INN | Conference Expenses | SP | | 2/22/2011 |
| 11-P0017796 | 329.67 | AJPJ II LLC/FAIRFIELD INN | Conference Expenses | SP | | 2/22/2011 |
| 11-P0017797 | 329.67 | AJPJ II LLC/FAIRFIELD INN | Conference Expenses | SP | | 2/22/2011 |
| 11-P0017798 | 1,648.35 | AJPJ II LLC/FAIRFIELD INN | Conference Expenses | SP | | 2/22/2011 |
| 11-P0017799 | 4,946.00 | PROGRESSIVE FLOOR COVERING INC | Contracted Services | SP | | 2/17/2011 |
| 11-P0017800 | 313.50 | ACT | Non-Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017801 | 186.95 | CIVIC RESEARCH INSTITUTE | Inst Dues & Memberships | SP | | 2/22/2011 |
| 11-P0017802 | 1,299.48 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017803 | 182.04 | HUYNH-DANG KC | Food and Food Service Supplies | SP | | 2/22/2011 |
| 11-P0017805 | 96.96 | PBS DISTRIBUTION, LLC | Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017806 | 30,810.85 | ARMSTRONG MEDICAL INDUSTRIES | Equipment - Federal Progs >200 | SP | | 2/22/2011 |
| 11-P0017807 | 92.00 | PASCO SCIENTIFIC | Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017808 | 268.65 | OCEANSIDE PHOTO & TELESCOPE INC | Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017809 | 66.12 | CARDIAC SCIENCE | Non-Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017810 | 114.45 | PHARMACIST'S LETTER | Instructional Supplies | SP | | 2/22/2011 |
| 11-P0017811 | 1,000.00 | GRIFFIN ACE HARDWARE | Instructional Supplies | | | 2/22/2011 |
| 11-P0017812 | 64.23 | CCLC COMMUNITY COLLEGE LEAGUE | Books, Mags & Ref Mat, Non-Lib | | | 2/22/2011 |
| 11-P0017813 | 52,885.32 | DELL COMPUTER | Equipment - Federal Progs >200 | SP | | 2/22/2011 |
| 11-P0017814 | 846.02 | APPLE COMPUTER INC | Software License and Fees | SP | | 2/23/2011 |
| 11-P0017815 | 3,801.90 | APPLE COMPUTER INC | Software License and Fees | SP | | 2/23/2011 |
| 11-P0017816 | 1,357.20 | APPLE COMPUTER INC | Software License and Fees | SP | | 2/23/2011 |
| 11-P0017817 | 9,680.92 | APPLE COMPUTER INC | Software License and Fees | SP | | 2/23/2011 |
| 11-P0017818 | 1,303.25 | MCGRAW HILL CONTEMPORARY | Books, Mags & Ref Mat, Non-Lib | SP | | 2/23/2011 |
| 11-P0017819 | 1,447.44 | STATE CHEMICAL MFG CO | Non-Instructional Supplies | | | 2/23/2011 |
| 11-P0017820 | 1,595.28 | SHERATON OVERLAND PARK | Other Participant Travel Exp | SP | | 2/23/2011 |
| 11-P0017821 | 1,063.52 | SHERATON OVERLAND PARK | Conference Expenses | SP | | 2/23/2011 |
| 11-P0017822 | 325.00 | HSACCC HEALTH SVCS ASSOC- | Conference Expenses | SP | | 2/23/2011 |
| 11-P0017823 | 131.89 | FREY SCIENTIFIC/EDUC PUBL SERVICE | Instructional Supplies | SP | | 2/23/2011 |
| 11-P0017824 | 129.42 | WARD'S NATURAL SCIENCE | Instructional Supplies | SP | | 2/23/2011 |
| 11-P0017825 | 796.49 | SARGENT WELCH | Instructional Supplies | SP | | 2/23/2011 |

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| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|-------------|-----------|------------------------------------|----------------------------------|----|------|-----------|
| 11-P0017826 | 2,098.88 | FISHER SCIENTIFIC | Instructional Supplies | SP | | 2/23/2011 |
| 11-P0017827 | 83.74 | CAROLINA BIOLOGICAL SUPPLY CO | Instructional Supplies | SP | | 2/23/2011 |
| 11-P0017828 | 145.00 | PHIPPS & BIRD | Contracted Repair Services | | | 2/23/2011 |
| 11-P0017829 | 100.00 | ORANGE CHAMBER OF COMMERCE | Conference Expenses | | | 2/24/2011 |
| 11-P0017830 | 205.00 | EARL MITCHELL | Conference Expenses | SP | | 2/24/2011 |
| 11-P0017831 | 522.96 | SCOPE CITY INC | Instructional Supplies | SP | | 2/24/2011 |
| 11-P0017832 | 100.00 | ALBERTSON'S | Food and Food Service Supplies | SP | | 2/24/2011 |
| 11-P0017833 | 167.38 | ORANGE COUNTY REGISTER | Library Books - Periodicals | | | 2/24/2011 |
| 11-P0017834 | 500.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/24/2011 |
| 11-P0017835 | 800.00 | EDUCATIONAL GLOBAL TECH INC | Software License and Fees | SP | | 2/24/2011 |
| 11-P0017836 | 200.00 | CACCRAO CALIF ASSOC OF COMMUNITY | Inst Dues & Memberships | | | 2/24/2011 |
| 11-P0017837 | 595.95 | TROXELL COMM INC | Instructional Supplies | SP | | 2/24/2011 |
| 11-P0017838 | 91.91 | MEDCO SPORTS MEDICINE AND | Instructional Supplies | SP | | 2/24/2011 |
| 11-P0017839 | 497.91 | MARY W. HUEBSCH | Books, Mags & Ref Mat, Non-Lib | SP | | 2/24/2011 |
| 11-P0017840 | 205.64 | PBS DISTRIBUTION, LLC | Instructional Supplies | SP | | 2/24/2011 |
| 11-P0017841 | 302.40 | AMERICAN EXPRESS | Conference Expenses | SP | | 2/24/2011 |
| 11-P0017842 | 1,609.76 | CAROLINA BIOLOGICAL SUPPLY CO | Equip/Software - >\$200 <\$1,000 | SP | BOND | 2/24/2011 |
| 11-P0017843 | 1,085.71 | FISHER SCIENTIFIC | Equip/Software - >\$200 <\$1,000 | SP | BOND | 2/24/2011 |
| 11-P0017844 | 61,188.00 | PERCEPTIVE SOFTWARE INC | Software License and Fees | | | 2/24/2011 |
| 11-P0017845 | 4,150.00 | PERCEPTIVE SOFTWARE INC | Software License and Fees | | | 2/24/2011 |
| 11-P0017846 | 1,794.79 | PROGRESSIVE FLOOR COVERING INC | Building Improvements | SP | BOND | 2/24/2011 |
| 11-P0017847 | 819.50 | A & W ELECTRIC MOTORS INC | Repair & Replacement Parts | | | 2/24/2011 |
| 11-P0017848 | 277.75 | FRANKLIN AIR CONDITIONING | Contracted Repair Services | | | 2/24/2011 |
| 11-P0017849 | 26,740.00 | PROFESSIONAL TURF SPECIALTIES INC | Maint/Oper Service Agreements | | | 2/24/2011 |
| 11-P0017850 | 120.00 | CCCEOPSA CALIF COM COLL | Conference Expenses | SP | | 2/24/2011 |
| 11-P0017851 | 450.00 | STATE OF CALIF | Contracted Services | | | 2/24/2011 |
| 11-P0017852 | 302.50 | CALIF WATERS LLC | Contracted Repair Services | | | 2/24/2011 |
| 11-P0017854 | 910.71 | PINNACLE RADIO INC | Equip/Software - >\$200 <\$1,000 | | | 2/24/2011 |
| 11-P0017855 | 110.00 | COUNTY OF ORANGE | Other Participant Travel Exp | | | 2/24/2011 |
| 11-P0017856 | 2,255.85 | MMS MEDICAL SUPPLY CO | Instructional Supplies | SP | | 2/24/2011 |
| 11-P0017857 | 8,428.52 | HFR HOSPITAL FURNITURE RESTORATION | Equipment - Federal Progs >200 | SP | | 2/24/2011 |
| 11-P0017858 | 200.00 | ORANGE UNIFIED SCHOOL DISTRICT | Transportation - Student | SP | | 2/24/2011 |
| 11-P0017859 | 200.00 | ORANGE UNIFIED SCHOOL DISTRICT | Transportation - Student | SP | | 2/24/2011 |
| 11-P0017860 | 200.00 | ORANGE UNIFIED SCHOOL DISTRICT | Transportation - Student | SP | | 2/24/2011 |
| 11-P0017861 | 200.00 | ORANGE UNIFIED SCHOOL DISTRICT | Transportation - Student | SP | | 2/24/2011 |

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| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|-------------|-----------|---------------------------------|----------------------------------|----|------|-----------|
| 11-P0017862 | 200.00 | ORANGE UNIFIED SCHOOL DISTRICT | Transportation - Student | SP | | 2/24/2011 |
| 11-P0017863 | 200.00 | ORANGE UNIFIED SCHOOL DISTRICT | Transportation - Student | SP | | 2/24/2011 |
| 11-P0017864 | 1,969.42 | SEHI COMPUTER PRODUCTS | Equip/Software - >\$200 <\$1,000 | SP | | 2/24/2011 |
| 11-P0017865 | 842.27 | DON BOOKSTORE | Books, Mags & Ref Mat, Non-Lib | SP | | 2/24/2011 |
| 11-P0017866 | 12,943.59 | ORION TELESCOPE & BINOCULAR CTR | Equip/Software - >\$200 <\$1,000 | SP | BOND | 2/24/2011 |
| 11-P0017867 | 1,000.00 | PACIFIC ARTGLASS | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017868 | 400.00 | CAMERON WELDING | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017869 | 900.00 | RIO GRANDE JEWELRY & GEMS | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017870 | 600.00 | REACTIVE METALS STUDIO INC | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017871 | 600.00 | JOHNSON BROS F.C. INC | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017872 | 1,800.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017873 | 500.00 | CARQUEST AUTO PARTS | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017874 | 5,000.00 | PACIFIC COACHWAYS CHARTER | Transportation - Student | | | 2/28/2011 |
| 11-P0017875 | 178.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017876 | 1,935.00 | AMAZON COM | Library Books | | | 2/28/2011 |
| 11-P0017877 | 500.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | | | 2/28/2011 |
| 11-P0017878 | 2,620.00 | AMAZON COM | Library Books - Comp Software | | | 2/28/2011 |
| 11-P0017879 | 500.00 | HOME DEPOT | Non-Instructional Supplies | | | 2/28/2011 |
| 11-P0017880 | 2,000.00 | DAN'S MACHINE REPAIR | Repair & Replacement Parts | | | 2/28/2011 |
| 11-P0017881 | 2,500.00 | WALLY MACHINERY & TOOL SUPPLY | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017882 | 500.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 2/28/2011 |
| 11-P0017883 | 16,290.75 | MCMAHAN BUSINESS INTERIORS | Non-Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017885 | 594.00 | DON BOOKSTORE | Non-Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017886 | 500.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 2/28/2011 |
| 11-P0017887 | 2,822.00 | SODEXHO | Other Exp Paid for Students | SP | | 2/28/2011 |
| 11-P0017888 | 1,000.00 | DON BOOKSTORE | Non-Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017889 | 2,000.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 2/28/2011 |
| 11-P0017890 | 2,000.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 2/28/2011 |
| 11-P0017891 | 7,862.74 | DELL COMPUTER | Equipment - All Other > \$1,000 | SP | | 2/28/2011 |
| 11-P0017892 | 219.44 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017893 | 1,478.87 | CARQUEST AUTO PARTS | Equipment - Federal Progs >200 | SP | | 2/28/2011 |
| 11-P0017894 | 6,872.01 | DELL COMPUTER | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017895 | 473.06 | GUNTHER'S ATHLETIC SVC | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017896 | 1,170.15 | TROXELL COMM INC | Equip/Software - >\$200 <\$1,000 | SP | | 2/28/2011 |
| 11-P0017897 | 96.89 | NAT'L JEWELERS SUPPLIES | Instructional Supplies | SP | | 2/28/2011 |

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

5.9(8)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|--------------------------------|---------------------------------|----|------|-----------|
| 11-P0017898 | 714.69 | MORTARA INSTRUMENT | Instructional Supplies | SP | | 2/28/2011 |
| * 11-P0017899 | 3,295.83 | COMPUTERLAND OF SILICON VALLEY | Instructional Software | SP | | 2/28/2011 |
| 11-P0017900 | 767.27 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017901 | 1,995.00 | CERTIPORT INC | Software License and Fees | SP | | 2/28/2011 |
| 11-P0017902 | 2,030.00 | NETOP | Software License and Fees | SP | | 2/28/2011 |
| 11-P0017903 | 40.00 | NEWSWEEK | Library Books - Periodicals | | | 2/28/2011 |
| 11-P0017904 | 419.85 | ALADDIN FLORIST | Non-Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017905 | 120.15 | ENTENMANN ROVIN CO | Instructional Supplies | SP | | 2/28/2011 |
| 11-P0017906 | 900.00 | AMERICAN BAR ASSOC | Inst Dues & Memberships | | | 2/28/2011 |
| 11-P0017907 | 1,000.00 | SANTA ANA CHAMBER OF COMMERCE | Inst Dues & Memberships | | | 2/28/2011 |
| 11-P0017908 | 375.00 | CISOA | Conference Expenses | | | 2/28/2011 |
| 11-P0017909 | 375.00 | CISOA | Conference Expenses | | | 2/28/2011 |
| 11-P0017910 | 3,571.73 | POCKET NURSE | Equipment - Federal Progs >200 | SP | | 2/28/2011 |
| 11-P0017911 | 35.00 | EDUCAUSE | Books, Mags & Ref Mat, Non-Lib | | | 2/28/2011 |
| 11-P0017912 | 3,712.73 | XPEDX PAPER CO | Instructional Supplies | SP | | 3/1/2011 |
| 11-P0017914 | 500.00 | NEW MANAGEMENT INC | Contracted Services | SP | | 3/1/2011 |
| 11-P0017915 | 908.45 | IRVINE PIPE SUPPLY | Repair & Replacement Parts | | | 3/1/2011 |
| * 11-P0017916 | 2,380.00 | CITY OF COSTA MESA | Instructional Agrmt - Salary | | | 3/1/2011 |
| * 11-P0017917 | 433.20 | SAN BERNARDINO COUNTY | Instructional Agrmt - Salary | | | 3/1/2011 |
| 11-P0017918 | 267.59 | WAXIE SANITARY SUPPLY | Contracted Repair Services | | | 3/1/2011 |
| 11-P0017919 | 1,060.00 | KAISER ROBERT | Contracted Services | SP | | 3/1/2011 |
| 11-P0017920 | 36,000.00 | LPA INC | Buildings - Architects Fee | SP | BOND | 3/1/2011 |
| 11-P0017921 | 1,476.00 | ORANGE COUNTY REGISTER | Buildings - Legal Expenses | SP | BOND | 3/1/2011 |
| 11-P0017922 | 44,019.60 | TANDUS US LLC | Building Improvements | SP | BOND | 3/1/2011 |
| 11-P0017923 | 3,396.00 | WESTERN POWER SYSTEMS | Buildings - Contracted Svcs | SP | BOND | 3/1/2011 |
| 11-P0017924 | 22,500.00 | LTI LUZURIAGA TAYLOR INC | Buildings - Engineering Costs | SP | BOND | 3/1/2011 |
| 11-P0017925 | 333.84 | AUTO SHOP EQUIPMENT CO INC | Contracted Repair Services | | | 3/1/2011 |
| 11-P0017926 | 488.78 | SHERMAN BAHR | Repair & Replacement Parts | | | 3/1/2011 |
| 11-P0017927 | 3,375.37 | NEMETSCHEK N.A. INC | Software License and Fees | | | 3/1/2011 |
| 11-P0017928 | 250.00 | FRANCE NEIL | Contracted Services | SP | | 3/1/2011 |
| 11-P0017929 | 193.58 | LASERGLOW.COM LTD | Instructional Supplies | SP | | 3/2/2011 |
| * 11-P0017930 | 8,134.09 | SEHI COMPUTER PRODUCTS | Equipment - Federal Progs >200 | SP | | 3/2/2011 |
| 11-P0017931 | 34,412.08 | DELL COMPUTER | Equipment - All Other > \$1,000 | SP | | 3/2/2011 |
| 11-P0017932 | 281.77 | JOURNEY ED MARKETING | Instructional Software | SP | | 3/2/2011 |
| 11-P0017933 | 3,647.87 | MCKESSON GENERAL MEDICAL CORP | Equipment - All Other > \$1,000 | SP | | 3/2/2011 |

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

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|-------------------------------|---------------------------------|----|------|----------|
| 11-P0017934 | 5,262.10 | CARDIAC SCIENCE | Non-Instructional Supplies | | | 3/2/2011 |
| 11-P0017935 | 4,723.55 | HEWLETT PACKARD CO | Equipment - All Other > \$1,000 | | | 3/2/2011 |
| 11-P0017936 | 58.36 | BARNES & NOBLE INC | Instructional Supplies | SP | | 3/2/2011 |
| 11-P0017937 | 177.75 | STANLEY ACCESS INC | Contracted Repair Services | | | 3/2/2011 |
| 11-P0017938 | 1,941.19 | WE DO GRAPHICS INC | Reproduction/Printing Expenses | SP | | 3/2/2011 |
| 11-P0017939 | 184.88 | TRIARCH INC | Instructional Supplies | SP | | 3/2/2011 |
| * 11-P0017940 | 1,263.88 | GRAINGER | Contracted Services | | | 3/2/2011 |
| 11-P0017941 | 78.11 | EDMUND SCIENTIFICS | Instructional Supplies | SP | | 3/2/2011 |
| 11-P0017942 | 112.83 | PARCO SCIENTIFIC CO | Instructional Supplies | SP | | 3/2/2011 |
| 11-P0017943 | 412.55 | AV NOW INC | Instructional Supplies | SP | | 3/2/2011 |
| 11-P0017944 | 2,740.50 | GOMEZ ANDREW | Reproduction/Printing Expenses | SP | | 3/2/2011 |
| 11-P0017945 | 1,300.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 3/2/2011 |
| 11-P0017946 | 600.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | | | 3/2/2011 |
| 11-P0017947 | 976.58 | COPY GROUP INC | Reproduction/Printing Expenses | SP | | 3/2/2011 |
| 11-P0017948 | 978.75 | MICROSOFT CORP | Software License and Fees | SP | | 3/2/2011 |
| 11-P0017949 | 4,999.66 | CENGAGE LEARNING/ EDUC. TO GO | Books, Mags & Ref Mat, Non-Lib | SP | | 3/2/2011 |
| 11-P0017950 | 2,760.91 | D4 SOLUTIONS INC. | Contracted Services | SP | | 3/2/2011 |
| 11-P0017951 | 522.41 | JIST PUB | Books, Mags & Ref Mat, Non-Lib | SP | | 3/2/2011 |
| 11-P0017952 | 1,170.26 | SOUTH COAST WATER CO | Contracted Repair Services | | | 3/2/2011 |
| 11-P0017953 | 800.00 | ASH ENTERPRISES INT'L INC | Contracted Repair Services | | | 3/2/2011 |
| 11-P0017954 | 2,716.20 | AMERICAN WATER WORKS ASSN | Instructional Supplies | SP | | 3/3/2011 |
| 11-P0017955 | 400.00 | BILLEN DANIEL | Contracted Services | SP | | 3/3/2011 |
| 11-P0017956 | 1,635.60 | UNISOURCE PAPER CO | Instructional Supplies | SP | | 3/3/2011 |
| 11-P0017957 | 4,955.60 | XPEDX PAPER CO | Instructional Supplies | SP | | 3/3/2011 |
| 11-P0017958 | 190.30 | FINNEY CO | Books, Mags & Ref Mat, Non-Lib | SP | | 3/4/2011 |
| 11-P0017959 | 292.20 | AOTA | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017960 | 12,348.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 3/4/2011 |
| 11-P0017961 | 1,445.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017962 | 100.00 | ALBERTSON'S | Food and Food Service Supplies | SP | | 3/4/2011 |
| 11-P0017963 | 750.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017964 | 1,000.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017965 | 200.00 | BLUE RIBBON TROPHY CO | Non-Instructional Supplies | SP | | 3/4/2011 |
| * 11-P0017966 | 4,309.39 | FISHER SCIENTIFIC | Equipment - All Other > \$1,000 | SP | | 3/4/2011 |
| 11-P0017967 | 1,175.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 3/4/2011 |
| 11-P0017968 | 6,000.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/4/2011 |

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

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| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|---------------------------------|---------------------------------|----|------|----------|
| 11-P0017969 | 1,000.00 | HOME DEPOT | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017970 | 500.00 | IRVINE PIPE SUPPLY | Repair & Replacement Parts | | | 3/4/2011 |
| 11-P0017971 | 1,000.00 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017972 | 2,000.00 | ACER SPRINGWOOD INDUSTRIAL INC. | Repair & Replacement Parts | | | 3/4/2011 |
| 11-P0017973 | 50.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017974 | 13,000.00 | SPECTRUM INFORMATION SVCS | Contracted Services | SP | | 3/4/2011 |
| 11-P0017975 | 1,000.00 | AAA ELECTRIC MOTOR SALES | Repair & Replacement Parts | | | 3/4/2011 |
| 11-P0017976 | 181.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | | | 3/4/2011 |
| 11-P0017977 | 550.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 3/4/2011 |
| 11-P0017978 | 6,439.00 | SODEXHO | Other Exp Paid for Students | SP | | 3/4/2011 |
| 11-P0017979 | 124.00 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017980 | 7,000.00 | SO CALIF COMMERCIAL PRINTING | Reproduction/Printing Expenses | SP | | 3/4/2011 |
| 11-P0017981 | 800.00 | HUNTINGTON T BLOCK | Prop, Liab, Boiler & Machine | | | 3/4/2011 |
| 11-P0017982 | 326.25 | DON BOOKSTORE | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017983 | 190.31 | SCHICK RECORDS MGMT | Non-Instructional Supplies | | | 3/4/2011 |
| 11-P0017984 | 1,209.00 | MIELE, INC | Contracted Repair Services | | | 3/4/2011 |
| 11-P0017985 | 544.36 | RABUN'S AUTO GLASS | Contracted Repair Services | | | 3/4/2011 |
| 11-P0017986 | 108.74 | DELL COMPUTER | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017987 | 267.63 | SEHI COMPUTER PRODUCTS | Non-Instructional Supplies | SP | | 3/4/2011 |
| * 11-P0017988 | 1,406.50 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017989 | 1,960.00 | TRI-SIGNAL INTEGRATION INC | Maint/Oper Service Agreements | | | 3/4/2011 |
| 11-P0017990 | 4,963.36 | TROXELL COMM INC | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0017991 | 4,910.00 | STAGE-TECH | Rental-Equipment (Short-term) | SP | | 3/4/2011 |
| 11-P0017992 | 1,630.25 | AFP INTERNATIONAL | Equipment - All Other > \$1,000 | SP | | 3/4/2011 |
| 11-P0017993 | 1,886.66 | DUTHIE POWER SVC | Maint/Oper Service Agreements | | | 3/4/2011 |
| 11-P0017994 | 1,200.00 | THE WRIGHT GROUP INC | Legal Expenses | | | 3/4/2011 |
| 11-P0017995 | 48,749.62 | DELL COMPUTER | Equipment - Federal Progs >200 | SP | | 3/4/2011 |
| 11-P0017996 | 1,460.67 | SHELBY STEVEN | Site Improvements | SP | BOND | 3/4/2011 |
| 11-P0017997 | 281.21 | COMPUTYPE INC | Non-Instructional Supplies | | | 3/4/2011 |
| 11-P0017998 | 217.50 | TOTAL CORPORATE SOLUTIONS | Security Systems & Services | | | 3/4/2011 |
| 11-P0017999 | 2,631.64 | WATERBOY SPORTS INC | Equipment - All Other > \$1,000 | SP | | 3/4/2011 |
| 11-P0018000 | 1,093.79 | BONE CLONES | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018001 | 759.08 | TOTAL CORPORATE SOLUTIONS | Security Systems & Services | | | 3/4/2011 |
| 11-P0018002 | 70.67 | HERTZ CORP | Transportation - Student | SP | | 3/4/2011 |
| 11-P0018003 | 995.90 | FITNESS WHOLESALE | Instructional Supplies | SP | | 3/4/2011 |

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5.9 (11)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|---------------------------------|----------------------------------|----|------|----------|
| 11-P0018004 | 463.28 | CALIFORNIA ULTIMATE DESIGNS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018005 | 665.55 | MCKESSON GENERAL MEDICAL CORP | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018006 | 1,674.70 | JUNGLE PROMOTIONS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018007 | 119.65 | MEDCO SPORTS MEDICINE AND | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018008 | 973.53 | CENGAGE LEARNING/ EDUC. TO GO | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018009 | 313.95 | BLICK ART MATERIALS | Instructional Supplies | | | 3/4/2011 |
| 11-P0018010 | 518.29 | FAIRFIELD LANGUAGE TECHNOLOGIES | Software License and Fees | SP | | 3/4/2011 |
| 11-P0018011 | 242.73 | GUNTHER'S ATHLETIC SVC | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018012 | 749.28 | HOME DEPOT | Equip/Software - >\$200 <\$1,000 | | | 3/4/2011 |
| 11-P0018013 | 265.35 | SIGN EXPRESS | Non-Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018014 | 5,865.75 | TOMARK SPORTS INC | Equipment - All Other > \$1,000 | SP | | 3/4/2011 |
| 11-P0018015 | 19.21 | GRAINGER | Non-Instructional Supplies | | | 3/4/2011 |
| 11-P0018016 | 540.79 | HOUGHTON MIFFLIN HARCOURT PUBL | Books, Mags & Ref Mat, Non-Lib | SP | | 3/4/2011 |
| 11-P0018017 | 4,114.00 | ENVIRONMENTAL SYSTEMS PRODUCTS | Maint Contract - Other Equip | | | 3/4/2011 |
| 11-P0018018 | 3,316.29 | PINNACLE RADIO INC | Equipment - All Other > \$1,000 | | | 3/4/2011 |
| 11-P0018019 | 9,992.74 | MAINTEX INC | Equipment - All Other > \$1,000 | SP | | 3/4/2011 |
| 11-P0018020 | 14,978.85 | D4 SOLUTIONS INC. | Buildings - Contracted Svcs | SP | BOND | 3/4/2011 |
| 11-P0018021 | 1,080.00 | SHELBY STEVEN | Site Improvements | SP | BOND | 3/4/2011 |
| 11-P0018022 | 10,000.00 | RJ MEDRANO & ASSOCIATES | Contracted Services | SP | | 3/4/2011 |
| 11-P0018023 | 3,257.28 | DELL COMPUTER | Equipment - All Other > \$1,000 | SP | | 3/4/2011 |
| 11-P0018024 | 1,000.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 3/4/2011 |
| 11-P0018025 | 358.55 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018026 | 38.21 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018027 | 92.74 | NCH CORP | Non-Instructional Supplies | | | 3/4/2011 |
| 11-P0018028 | 1,079.71 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018029 | 757.84 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/4/2011 |
| 11-P0018030 | 1,600.00 | CORNER BAKERY | Food and Food Service Supplies | | | 3/4/2011 |
| 11-P0018031 | 985.00 | IMMEL DESIGN INC | Building Improvements | SP | BOND | 3/4/2011 |
| 11-P0018032 | 2,259.17 | PAT & OSCAR'S | Food and Food Service Supplies | SP | | 3/4/2011 |
| 11-P0018033 | 1,875.00 | DON BOOKSTORE | Other Exp Paid for Students | SP | | 3/4/2011 |
| 11-P0018034 | 141.38 | WE DO GRAPHICS INC | Non-Instructional Supplies | | | 3/4/2011 |
| 11-P0018035 | 7,707.04 | MAINTEX INC | Equipment - All Other > \$1,000 | SP | | 3/7/2011 |
| * 11-P0018036 | 2,919.32 | AFP INTERNATIONAL | Instructional Supplies | SP | | 3/7/2011 |
| 11-P0018037 | 1,200.00 | WELLS FARGO BANK | Conference Expenses | | | 3/7/2011 |
| 11-P0018038 | 300.00 | FRESNO CITY COLLEGE | Conference Expenses | | | 3/7/2011 |

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| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|----------|----------------------------------|----------------------------------|----|------|----------|
| 11-P0018039 | 100.00 | CALIF. COMMUNITY COLLEGE | Other Exp Paid for Students | SP | | 3/7/2011 |
| 11-P0018040 | 1,101.65 | WACO ASSOCIATES INC | Repair & Replacement Parts | | | 3/8/2011 |
| 11-P0018041 | 3,000.00 | DON BOOKSTORE | Books Paid for Students | SP | | 3/8/2011 |
| 11-P0018042 | 195.74 | OFFICE DEPOT BUSINESS SVCS | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018043 | 1,826.70 | DELL COMPUTER | Equipment - Federal Progs >200 | SP | | 3/8/2011 |
| 11-P0018044 | 761.23 | OFFICE DEPOT BUSINESS SVCS | Non-Instructional Supplies | SP | | 3/8/2011 |
| * 11-P0018045 | 2,928.36 | JOURNEY ED MARKETING | Equip/Software - >\$200 <\$1,000 | SP | | 3/8/2011 |
| 11-P0018046 | 152.61 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018047 | 347.56 | SEHI COMPUTER PRODUCTS | Equip/Software - >\$200 <\$1,000 | | | 3/8/2011 |
| 11-P0018048 | 1,011.75 | ELMO MFG CORP | Contracted Repair Services | SP | | 3/8/2011 |
| 11-P0018049 | 1,097.40 | MEDCOM TRAINEX | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018050 | 841.99 | SEHI COMPUTER PRODUCTS | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018051 | 130.49 | MICHELLE R. PAROLISE | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018052 | 688.86 | WAXIE SANITARY SUPPLY | Equip/Software - >\$200 <\$1,000 | | | 3/8/2011 |
| 11-P0018054 | 559.91 | DON BOOKSTORE | Non-Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018055 | 241.62 | XEROX CORP | Non-Instructional Supplies | | | 3/8/2011 |
| 11-P0018056 | 358.88 | GALE GROUP | Library Books - Comp Software | | | 3/8/2011 |
| 11-P0018057 | 230.44 | MIDWEST LIBRARY SVC | Library Books | | | 3/8/2011 |
| 11-P0018058 | 905.34 | NFPA NAT'L FIRE PROTECTION ASSOC | Library Books - Upgrade | SP | | 3/8/2011 |
| 11-P0018059 | 1,378.95 | TROXELL COMM INC | Equipment - Federal Progs >200 | SP | | 3/8/2011 |
| 11-P0018060 | 4,125.52 | DELL COMPUTER | Equipment - Federal Progs >200 | SP | | 3/8/2011 |
| 11-P0018061 | 58.73 | CDW GOVERNMENT INC. | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018062 | 625.00 | NELSON MELINDA E | Contracted Repair Services | | | 3/8/2011 |
| 11-P0018063 | 3,250.00 | REVO ROOFING INC | Contracted Repair Services | | | 3/8/2011 |
| 11-P0018064 | 6,976.86 | TROPICAL PLAZA NURSERY | Contracted Repair Services | | | 3/8/2011 |
| 11-P0018065 | 178.75 | ROTO ROOTER SVC | Contracted Repair Services | | | 3/8/2011 |
| 11-P0018066 | 290.66 | ACTION DOOR CONTROLS INC | Contracted Repair Services | | | 3/8/2011 |
| 11-P0018067 | 291.32 | APCO GRAPHICS INC | Non-Instructional Supplies | | | 3/8/2011 |
| 11-P0018068 | 900.00 | C BELOW INC | Buildings - Engineering Costs | SP | | 3/8/2011 |
| 11-P0018070 | 270.00 | SANDY BOYD INC | Contracted Repair Services | | | 3/8/2011 |
| 11-P0018071 | 1,735.83 | SEHI COMPUTER PRODUCTS | Non-Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018072 | 104.72 | CDW GOVERNMENT INC. | Instructional Supplies | SP | | 3/8/2011 |
| 11-P0018073 | 546.65 | RAMCO REFRIGERATION & AIR | Contracted Repair Services | SP | | 3/9/2011 |
| 11-P0018074 | 345.00 | WESTERN POWER SYSTEMS | Contracted Repair Services | | | 3/9/2011 |
| 11-P0018075 | 1,092.29 | CONSTRUCTION PROTECTIVE SERVICES | Contracted Services | | | 3/9/2011 |

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| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|---|----------------------------------|----|------|-----------|
| 11-P0018077 | 250.00 | REINBOLD DONNA | Contracted Services | SP | | 3/9/2011 |
| 11-P0018078 | 2,250.00 | AHART MARY ANN | Contracted Services | SP | | 3/9/2011 |
| 11-P0018079 | 1,523.75 | WESTERN POWER SYSTEMS | Contracted Repair Services | | | 3/9/2011 |
| 11-P0018080 | 425.00 | FRANKLIN AIR CONDITIONING | Contracted Repair Services | | | 3/9/2011 |
| 11-P0018081 | 2,000.00 | COAST ROOF CO INC | Contracted Repair Services | | | 3/9/2011 |
| 11-P0018082 | 2,000.00 | DE LA TORRE COMMERCIAL | Contracted Repair Services | | | 3/9/2011 |
| 11-P0018083 | 2,000.00 | ORANGE COAST PLUMBING INC | Contracted Repair Services | | | 3/9/2011 |
| 11-P0018084 | 64,810.03 | LAERDAL MEDICAL CORP | Equipment - Federal Progs >200 | SP | | 3/9/2011 |
| 11-P0018085 | 13,987.97 | MCMAHAN BUSINESS INTERIORS | Non-Instructional Supplies | SP | | 3/9/2011 |
| 11-P0018086 | 1,000.00 | AMERICAN REPROGRAPHICS CO LLC | Buildings - Blueprint/Reprod | SP | BOND | 3/9/2011 |
| * 11-P0018087 | 8,892.00 | CCLC COMMUNITY COLLEGE LEAGUE | Internet Services | SP | | 3/9/2011 |
| 11-P0018088 | 10,057.13 | BIG TEX TRAILERS WEST | Equipment - All Other > \$1,000 | SP | | 3/9/2011 |
| 11-P0018089 | 325.00 | ACADEMIC SENATE FOR | Conference Expenses | | | 3/10/2011 |
| 11-P0018090 | 650.00 | ACADEMIC SENATE FOR | Conference Expenses | SP | | 3/10/2011 |
| 11-P0018091 | 33,985.00 | BERNARDS BROS INC | Buildings - Construction Mgmt | SP | BOND | 3/10/2011 |
| 11-P0018092 | 29,993.00 | JOHNSON CONTROLS | Building Improvements | SP | | 3/10/2011 |
| 11-P0018093 | 83.31 | HERTZ CORP | Transportation - Student | SP | | 3/10/2011 |
| 11-P0018094 | 984.54 | PEARSON ED | Books, Mags & Ref Mat, Non-Lib | SP | | 3/10/2011 |
| 11-P0018095 | 132.67 | NEW READERS PRESS | Books, Mags & Ref Mat, Non-Lib | SP | | 3/10/2011 |
| 11-P0018096 | 30,000.00 | MICHAEL JEFFREY FOU DY | Contracted Services | SP | | 3/10/2011 |
| * 11-P0018097 | 7,638.41 | DELL COMPUTER | Non-Instructional Supplies | SP | | 3/10/2011 |
| 11-P0018098 | 1,819.49 | DELL COMPUTER | Equip/Software - >\$200 <\$1,000 | SP | | 3/10/2011 |
| 11-P0018099 | 83.31 | HERTZ CORP | Transportation - Student | SP | | 3/10/2011 |
| 11-P0018100 | 1,600.85 | AT & T | Equipment - All Other > \$1,000 | SP | | 3/10/2011 |
| 11-P0018101 | 5,661.60 | DELL COMPUTER | Equip/Software - >\$200 <\$1,000 | SP | | 3/10/2011 |
| 11-P0018102 | 7,007.00 | ORANGE COAST PLUMBING INC | Contracted Repair Services | SP | | 3/10/2011 |
| 11-P0018103 | 5,995.00 | DE LA TORRE COMMERCIAL | Contracted Repair Services | SP | | 3/10/2011 |
| 11-P0018104 | 10,763.87 | DELL COMPUTER | Equipment - All Other > \$1,000 | | | 3/10/2011 |
| 11-P0018106 | 8,032.62 | R & B PRODUCTS USA LLC | Equipment - All Other > \$1,000 | SP | | 3/10/2011 |
| 11-P0018107 | 250.00 | CALIF ASSOC FOR MICROENTERPRISE OPPORTUNITY | Inst Dues & Memberships | SP | | 3/10/2011 |
| 11-P0018108 | 293.53 | SEARCH INSTITUTE | Books, Mags & Ref Mat, Non-Lib | SP | | 3/10/2011 |
| 11-P0018109 | 602.66 | CAST GROUP OF COMPANIES INC | Software License and Fees | SP | | 3/10/2011 |
| 11-P0018110 | 590.05 | MEDIX INC | Instructional Supplies | | | 3/10/2011 |
| 11-P0018111 | 448.05 | LITANIA SPORTS GROUP INC | Instructional Supplies | SP | | 3/10/2011 |
| 11-P0018112 | 7,551.60 | COMPUTERLAND OF SILICON VALLEY | Software License and Fees | | | 3/10/2011 |

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

5.9 (14)

| P.O. # | Amount | Vendor Name | Classification | SP | Bond | Date |
|---------------|-----------|---------------------------------|----------------------------------|----|------|-----------|
| * 11-P0018113 | 208.80 | RASMUSSEN AND COMPANY | Instructional Supplies | SP | | 3/10/2011 |
| 11-P0018114 | 1,000.00 | RSCCD | Contracted Services | SP | | 3/10/2011 |
| 11-P0018115 | 500.00 | CANDELA CORP | Non-Instructional Supplies | | | 3/10/2011 |
| 11-P0018116 | 67.10 | SEHI COMPUTER PRODUCTS | Non-Instructional Supplies | | | 3/10/2011 |
| 11-P0018117 | 2,637.75 | IRVINE PIPE SUPPLY | Building Improvements | SP | | 3/10/2011 |
| 11-P0018118 | 14,268.00 | ACER SPRINGWOOD INDUSTRIAL INC. | Equipment - Federal Progs >200 | SP | | 3/10/2011 |
| 11-P0018119 | 997.85 | COPY GROUP INC | Reproduction/Printing Expenses | SP | | 3/10/2011 |
| 11-P0018120 | 97.88 | GOMEZ ANDREW | Reproduction/Printing Expenses | SP | | 3/10/2011 |
| 11-P0018121 | 941.98 | HARTE HANKS SHOPPERS PENNYSAVER | Advertising | SP | | 3/10/2011 |
| 11-P0018122 | 3,640.80 | AMERICAN EXPRESS | Conference Expenses | SP | | 3/10/2011 |
| 11-P0018123 | 2,704.00 | ASACC | Conference Expenses | SP | | 3/11/2011 |
| 11-P0018124 | 2,054.14 | HYATT REGENCY WASHINGTON | Conference Expenses | SP | | 3/11/2011 |
| 11-P0018125 | 165.00 | CCLC COMMUNITY COLLEGE LEAGUE | Conference Expenses | | | 3/11/2011 |
| 11-P0018126 | 3,677.94 | LASERGLOW.COM LTD | Equip/Software - >\$200 <\$1,000 | SP | BOND | 3/11/2011 |
| 11-P0018127 | 400.00 | SODEXHO | Food and Food Service Supplies | SP | | 3/11/2011 |
| 11-P0018128 | 1,279.85 | XPEDX PAPER CO | Non-Instructional Supplies | SP | | 3/11/2011 |
| 11-P0119311 | 15,000.00 | LOS RIOS COMM COLLEGE DIST | Contracted Services | SP | | 2/9/2011 |
| 11-P0119313 | 14,880.00 | CALIF NARCOTICS CANINE ASSOC | Instructional Agrmt - Salary | | | 3/1/2011 |
| * 11-P0119314 | 2,500.00 | SIEMENS WATER TECH CORP | Rental-Equipment (Short-term) | | | 3/9/2011 |

Grand Total: \$ 1,435,986.26

5.9 (15)

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

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 6, 2011 THROUGH MARCH 12, 2011
BOARD MEETING OF MARCH 28, 2011**

| P.O. # | Amount | Description | Department | Comment |
|-------------|-------------|---|-----------------------------|--|
| 11-P0017726 | \$20,560.00 | Replacement of damaged ceiling tiles in A, D, E and F buildings at Centennial Education Center | DO-Facility Planning | Received Quotations: 1) *De La Torre Commercial Interiors 2) Estrada Construction Co. 3) Taylor Construction Co. *Successful Bidder |
| 11-P0017747 | \$16,000.00 | Repair of small area of roof in D and E buildings and repair of (11) windows in D building at Santiago Canyon College | SCC-Administrative Services | Received Quotations: 1) *Revo Roofing Inc. 2) Thompson Roofing Co. Inc. *Successful Bidder |
| 11-P0017806 | \$30,810.85 | Miscellaneous medical training systems (AED/CPR) and simulators | SAC-Nursing Department | Received Quotations: 1) *Armstrong Medical Industries 2) Laerdal Medical Corp 3) Pocket Nurse 4) Progressive Medical Int'l. 5) Life Assist Inc. 6) Nasco *Successful Bidder |
| 11-P0017813 | \$52,885.32 | Dell computers and related components | SAC-Business Division | Purchased from the Western State ContractingAlliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009 |
| 11-P0017844 | \$61,188.00 | Document management software licenses including maintenance and support | DO-ITS | Board approved: February 22, 2011 as a sole source |

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 6, 2011 THROUGH MARCH 12, 2011
BOARD MEETING OF MARCH 28, 2011**

| P.O. # | Amount | Description | Department | Comment |
|-------------|-------------|---|------------------------------|---|
| 11-P0017849 | \$26,740.00 | Turf maintenance for the football and soccer field at Santa Ana College | SAC-Maintenance & Operations | Received Quotations: 1) *Professional Turf Specialties Inc. 2) Barendt Construction Inc. 3) Lee Bent Tree & Landscaping Inc. *Successful Bidder |
| 11-P0017883 | \$16,290.75 | Repair and replacemet of seat pans and backrests for existing ECD task chairs and stools in room 104 at SCC-Orange Education Center | SCC-OEC | Seating are being reconditioned by the original supplier and manufacturer |
| 11-P0017920 | \$36,000.00 | Additional architectural and engineering services required due to schedule delays during the construction of the Science Building at Santiago Canyon College (Bond and State portion) | DO-Facility Planning | Board approved: February 22, 2011 |
| 11-P0017922 | \$44,019.60 | Floor coverings for classrooms and offices at Centennial Education Center | DO-Facility Planning | Purchased from the Capistrano USD Bid #0708-05 Board approved: August 23, 2010 |
| 11-P0017924 | \$22,500.00 | Civil engineering services related to the demolition of the church property and the former Child Development Center at Santa Ana College | DO-Facility Planning | Board approved: February 22, 2011 |
| 11-P0017931 | \$34,412.08 | Dell computers and related components | SAC-Administrative Services | Purchased from the Western State ContractingAlliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009 |

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM FEBRUARY 6, 2011 THROUGH MARCH 12, 2011
BOARD MEETING OF MARCH 28, 2011**

| P.O. # | Amount | Description | Department | Comment |
|-------------|-------------|--|------------------------------|---|
| 11-P0017995 | \$48,749.62 | Dell computers and related components | SCC-OEC | Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009 |
| 11-P0018084 | \$64,810.03 | SimMan Essential Complete and SimJunior manikins | SAC-Nursing Department | SimMan and SimJunior are two essential learning equipment for EMT/Nursing students for their physiological interaction capabilities that other manikins do not possess. These high-fidelity manikins are required to enable the students to be in as close an environment as the real thing. This specific equipment is also necessary because they are the same exact equipment students will be exposed to at the various sites to practice on. |
| 11-P0018091 | \$33,985.00 | Construction management services related to the close-out of the Child Development Center at Santa Ana College | DO-Facility Planning | Board approved: February 22, 2011 |
| 11-P0018092 | \$29,993.00 | Repair of chillers on the roof of building "A" and replacement of compressors on A/C of building "L" at Santa Ana College | SAC-Maintenance & Operations | Received Quotations: 1) *Johnson Controls 2) Carrier Corp *Successful Bidder |
| 11-P0018096 | \$30,000.00 | Consultant service to assist in implementing the Business & Entrepreneurship Center Leadership grant | DO-Educational Services | Board approved: February 22, 2011 |
| 11-P0119311 | \$15,000.00 | Sub-agreement to implement the Young Entrepreneurs Project (YEP) to encourage youths ages 14-27 with the concept of business ownership and self-employment | DO-Educational Services | Board approved: September 27, 2010 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

| | |
|--|----------------------|
| To: Board of Trustees | Date: March 28, 2011 |
| Re: Approval of Resource Development Items | |
| Action: Request for Approval | |

ANALYSIS

Items for the following categorical programs for FY 2010/2011 have been developed:

| | <u>Project Title</u> | <u>Award Date</u> | <u>Amount</u> |
|----|---|--------------------------|----------------------|
| 1. | SBA JOBS ACT CSUF – CITD (District) A sub-recipient award from the U.S. Small Business Administration, administered through California State University, Fullerton, Auxiliary Services Corporation to provide management counseling, training, and technical assistance to the small business community. (10/11) | 2/11/2011 | \$69,909 |
| 2. | SBA JOBS ACT CSUF – SBDC (District) A sub-recipient award from the U.S. Small Business Administration, administered through California State University, Fullerton, Auxiliary Services Corporation to provide management counseling, training, and technical assistance to the small business community. (10/11) | 2/11/2011 | \$235,000 |
| 3. | SBDC Network State Funding CSUF (District) A sub-recipient award from the California Business Department of Transportation & Housing administered through California State University, Fullerton, Auxiliary Services Corporation to provide technical and training assistance to small businesses through the Small Business Development Center. (10/11) | 1/1/2011 | \$314,454 |

RECOMMENDATION

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

| | |
|---|----------------------------|
| Fiscal Impact: \$619,363 | Board Date: March 28, 2011 |
| Item Prepared by: Maria Gil, Interim Resource Development Coordinator | |
| Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services | |
| Item Recommended by: Dr. Raúl Rodríguez, Chancellor | |

SPECIAL PROJECT DETAILED BUDGET #1641
NAME: SBA JOBS ACT CSUF - Center for International Trade and Development (CITD)
FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 02/11/2011 - 02/11/2013
 CONTRACT AWARD: \$ 69,909
 CFDA No. 59.037

PROJ ADM: Enrique Perez
 PROJ DIR: Wendy Bruget

Date: 03/16/2011

| GL ACCOUNT | | | | | New Budget | | |
|---|-------------|---------------|--------------|-------------|--|---------------|---------------|
| Fd | Prj | Tops | Dept | Code | Description | Debit | Credit |
| 12 | 1641 | 000000 | 50000 | 8199 | Other Federal Revenues : District Operations | | 69,909 |
| 12 | 1641 | 672000 | 50000 | 5865 | Indirect Costs : District Operations | 2,689 | |
| 12 | 1641 | 675000 | 53210 | 5210 | Conference Expenses : Ctr for Intl Trade Dev Office | 10,000 | |
| 12 | 1641 | 684000 | 53210 | 2320 | Classified Employees - Hourly : Ctr for Intl Trade Business Experts | 30,720 | |
| 12 | 1641 | 684000 | 53210 | 3215 | PERS - Non-Instructional : Ctr for Intl Trade Dev O | 3,289 | |
| 12 | 1641 | 684000 | 53210 | 3315 | OASDHI - Non-Instructional : Ctr for Intl Trade Dev | 1,905 | |
| 12 | 1641 | 684000 | 53210 | 3325 | Medicare - Non-Instructional : Ctr for Intl Trade D | 446 | |
| 12 | 1641 | 684000 | 53210 | 3435 | H & W - Retiree Fund Non-Inst : Ctr for Intl Trade | 307 | |
| 12 | 1641 | 684000 | 53210 | 3515 | SUI - Non-Instructional : Ctr for Intl Trade Dev Of | 221 | |
| 12 | 1641 | 684000 | 53210 | 3615 | WCI - Non-Instructional : Ctr for Intl Trade Dev Of | 737 | |
| 12 | 1641 | 684000 | 53210 | 4210 | Books, Mags & Ref Mat, Non-Lib : Ctr for Intl Trade | 750 | |
| 12 | 1641 | 684000 | 53210 | 4610 | Non-Instructional Supplies : Ctr for Intl Trade Dev | 1,000 | |
| 12 | 1641 | 684000 | 53210 | 5100 | Contracted Services : Ctr for Intl Trade Dev Office | 7,495 | |
| 12 | 1641 | 684000 | 53210 | 5220 | Mileage/Parking Expenses : Ctr for Intl Trade Dev O | 500 | |
| 12 | 1641 | 684000 | 53210 | 5235 | District Business/Sponsorships : Ctr for Intl Trade | 2,000 | |
| 12 | 1641 | 684000 | 53210 | 5300 | Inst Dues & Memberships : Ctr for Intl Trade Dev Of | 2,000 | |
| 12 | 1641 | 684000 | 53210 | 5560 | Telephone & Pager Services : Ctr for Intl Trade Dev | 500 | |
| 12 | 1641 | 684000 | 53210 | 5800 | Advertising : Ctr for Intl Trade Dev Office | 2,250 | |
| 12 | 1641 | 684000 | 53210 | 5880 | Internet Services : Ctr for Intl Trade Dev Office | 1,000 | |
| 12 | 1641 | 684000 | 53210 | 5940 | Reproduction/Printing Expenses : Ctr for Intl Trade | 1,500 | |
| 12 | 1641 | 684000 | 53210 | 5950 | Software License and Fees : Ctr for Intl Trade Dev | 600 | |
| Total - SBA Jobs Act CSUF - CITD | | | | | | 69,909 | 69,909 |

SPECIAL PROJECT DETAILED BUDGET #1642
NAME: SBA JOBS ACT CSUF - Small Business Development Center (SBDC)
FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 02/11/2011 - 02/11/2013
 CONTRACT AWARD: \$ 235,000
 CFDA No. 59.037

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari

Date: 03/16/2011

| GL ACCOUNT | | | | | New Budget | | |
|---|------|--------|-------|------|--|----------------|----------------|
| Fd | Prj | Tops | Dept | Code | Description | Debit | Credit |
| 12 | 1642 | 000000 | 50000 | 8199 | Other Federal Revenues : District Operations | | 235,000 |
| 12 | 1642 | 672000 | 50000 | 5865 | Indirect Costs : District Operations | 9,038 | |
| 12 | 1642 | 675000 | 53410 | 5210 | Conference Expenses : Small Business Dev Ctr Office | 3,000 | |
| 12 | 1642 | 684000 | 53410 | 2320 | Classified Employees - Hourly : Small Business Dev Business Experts | 190,080 | |
| 12 | 1642 | 684000 | 53410 | 3325 | Medicare - Non-Instructional : Small Business Dev C | 2,756 | |
| 12 | 1642 | 684000 | 53410 | 3335 | PARS - Non-Instructional : Small Business Dev Ctr O | 2,471 | |
| 12 | 1642 | 684000 | 53410 | 3435 | H & W - Retiree Fund Non-Inst : Small Business Dev | 1,901 | |
| 12 | 1642 | 684000 | 53410 | 3515 | SUI - Non-Instructional : Small Business Dev Ctr Of | 1,369 | |
| 12 | 1642 | 684000 | 53410 | 3615 | WCI - Non-Instructional : Small Business Dev Ctr Of | 4,562 | |
| 12 | 1642 | 684000 | 53410 | 4610 | Non-Instructional Supplies : Small Business Dev Ctr | 2,000 | |
| 12 | 1642 | 684000 | 53410 | 5220 | Mileage/Parking Expenses : Small Business Dev Ctr O | 1,000 | |
| 12 | 1642 | 684000 | 53410 | 5235 | District Business/Sponsorships : Small Business Dev | 1,323 | |
| 12 | 1642 | 684000 | 53410 | 5560 | Telephone & Pager Services : Small Business Dev Ctr | 3,000 | |
| 12 | 1642 | 684000 | 53410 | 5650 | Rental - Facility (Short-term) : Small Business Dev | 12,000 | |
| 12 | 1642 | 684000 | 53410 | 5940 | Reproduction/Printing Expenses : Small Business Dev | 500 | |
| Total - SBA Jobs Act CSUF - SBDC | | | | | | 235,000 | 235,000 |

SPECIAL PROJECT DETAILED BUDGET #2532
NAME: SBDC Network State Funding CSUF
FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 01/01/2011 - 06/30/2011
 CONTRACT AWARD: \$ 314,454
 CONTRACT NO.: N/A

PROJ ADM: Enrique Perez
 PROJ DIR: Leila Mozaffari

Date: 03/16/2011

| GL ACCOUNT | | | | | New Budget | | |
|------------|------|--------|-------|------|--|----------------|----------------|
| Fd | Prj | Tops | Dept | Code | Description | Debit | Credit |
| 12 | 2532 | 000000 | 50000 | 8699 | Other Misc State Revenue : District Operations | | 314,454 |
| 12 | 2532 | 672000 | 50000 | 5865 | Indirect Costs : District Operations | 12,094 | |
| 12 | 2532 | 684000 | 53410 | 2320 | Classified Employees - Hourly : Small Business Dev Business Experts | 244,080 | |
| 12 | 2532 | 684000 | 53410 | 3215 | PERS - Non-Instructional : Small Business Dev Ctr O | 26,134 | |
| 12 | 2532 | 684000 | 53410 | 3315 | OASDHI - Non-Instructional : Small Business Dev Ctr | 15,133 | |
| 12 | 2532 | 684000 | 53410 | 3325 | Medicare - Non-Instructional : Small Business Dev C | 3,539 | |
| 12 | 2532 | 684000 | 53410 | 3335 | PARS - Non-Instructional : Small Business Dev Ctr O | 0 | |
| 12 | 2532 | 684000 | 53410 | 3415 | H & W - Non-Instructional : Small Business Dev Ctr | 0 | |
| 12 | 2532 | 684000 | 53410 | 3435 | H & W - Retiree Fund Non-Inst : Small Business Dev | 2,441 | |
| 12 | 2532 | 684000 | 53410 | 3515 | SUI - Non-Instructional : Small Business Dev Ctr Of | 1,757 | |
| 12 | 2532 | 684000 | 53410 | 3615 | WCI - Non-Instructional : Small Business Dev Ctr Of | 5,858 | |
| 12 | 2532 | 684000 | 53410 | 5100 | Contracted Services : Small Business Dev Ctr Office | 3,418 | |
| | | | | | Total - SBDC Network State Funding | 314,454 | 314,454 |

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES**

| | |
|--|----------------------|
| To: Board of Trustees | Date: March 28, 2011 |
| Re: Adoption of New and Revised Board Policies | |
| Action: Request for Approval | |

BACKGROUND

The Board Policy Committee met on February 17, 2011 and reviewed 14 board policies. The committee recommended the adoption of six new policies and revisions to eight other policies, which were presented for first reading at the March 14, 2011 board meeting.

ANALYSIS

The policies reviewed and the subsequent recommendations are:

BP 1100 (new) – The Rancho Santiago Community College District
 BP 1312 (revised) – Complaints by Citizens Against District Employees
 BP 2110 (revised) – Chief Executive Officer
 BP 2112 (revised) – Chancellor’s Prerogatives
 BP 2114 (new) – Organizational Structure
 BP 3212 (revised) – Alcoholic Beverages
 BP 3406 (revised) – Environmentally Preferable Purchases and Practices
 BP 3508 (new) – Energy and Water Conservation
 BP 7100 (new) – Accreditation
 BP 7200 (new) – Institutional Planning
 BP 7300 (new) – Nondiscrimination
 BP 7400 (revised) – Emergency Response Plan
 BP 9001 (revised) – Setting Policy
 BP 9006 (revised) – Student Trustee

These policy revisions are now presented for a second reading and adoption.

RECOMMENDATION

It is recommended that the Board adopt these policies.

| | |
|---|----------------------------|
| Fiscal Impact: None | Board Date: March 28, 2011 |
| Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services | |
| Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services | |
| Recommended by: Dr. Raúl Rodríguez, Chancellor | |

The Rancho Santiago Community College District - BP1100

Adopted:

The District has been named the Rancho Santiago Community College District.

The name is the property of the District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following college(s) and/or education center(s) as well as any other facilities acquired subsequent to the adoption of this policy:

Santa Ana College

Santa Ana College Centennial Education Center

Santa Ana College/Orange County Sheriff's Regional Training Academy

Santa Ana College Digital Media Center

Santiago Canyon College

Santiago Canyon College Orange Education Center

Reference:

Education Code Section 72000(b); Elections Code Section 18304

Complaints by Citizens Against District Employees - BP1312

Revised ~~September 13, 1994~~

~~All charges against district employees will be made in writing and submitted to the Board of Trustees through the chancellor's office at the next subsequent Board meeting. All charges will be investigated as warranted by the nature and seriousness of the charges and as deemed necessary by the administration of the Board of Trustees. Upon conclusion of a thorough investigation, the administration shall prepare a written report for the Board of Trustees, outlining the scope of investigation and recommendations.~~

~~(See BP 4140 regarding complaints of unlawful activities.)~~

If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Chancellor. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.

Nothing in this policy shall be construed to limit the rights of citizens to address the Board pursuant to Board Policy 9014. In order for the Board to appropriately address matters involving District employees, complaints of this nature must be submitted to the Chancellor in writing.

Chief Executive Officer - BP2110

Revised ~~November 15, 1993~~

The Board of Trustees shall appoint a properly qualified person to be chancellor. The chancellor shall be accountable to the Board for the administration of all district activities not reserved by the Board or by the Education Code.

In the case of a Chancellor vacancy, the board shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations.

The Board delegates authority to the Chancellor to appoint an acting Chancellor to serve in his or her absence.

In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility shall reside with (in order):

Executive Vice Chancellor, Human Resources & Educational Services

Vice Chancellor, Business Operations & Fiscal Services

President, Santa Ana College

President, Santiago Canyon College

The Board shall appoint an interim Chancellor whenever the position is vacant.

Legal Reference:

Accreditation Standard IV.B.1, IV.B.1.j.:

Title 5, Sections 53000 et seq.

Education Code Sections 70902(d); 72400; Title 5 Section 53021(b)

Chancellor's Prerogatives - BP2112

Revised ~~June 13, 1994~~

The Board delegates to the Chancellor the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The Chancellor may delegate any powers and duties entrusted to him or her by the Board, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Chancellor is empowered to reasonably interpret board policy. In situations where there is no board policy direction, the Chancellor shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the Chancellor to inform the Board of such action and to recommend written board policy if one is required.

The Chancellor is expected to perform the duties contained in the Chancellor job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the Chancellor.

The Chancellor shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

The Chancellor shall make available any information or give any report requested by the Board as a whole. Individual trustee requests for information shall be met if, in the opinion of the Chancellor, they are not unduly burdensome or disruptive to District operations. Information provided to any trustee shall be available to all trustees.

The Chancellor shall act as the professional advisor to the Board in policy formation.

All reports, recommendations, and correspondence to the Board of Trustees from any employee shall be submitted to the chancellor for transmittal to the Board.

The chancellor or representative shall have the privilege of attending all meetings of the Board and its committees with the right to speak on all matters under discussion.

~~The chancellor shall be an ex-officio member all Board of Trustees committees and of all other committees appointed by the Board.~~

The chancellor shall have such other powers and duties as may be approved by the Board of Trustees in order to fulfill the functions of office.

Legal Reference:

Education Code Sections 70902(d), 72400;

Accreditation Standard IV.B.1.j; IV.B.2

Organizational Structure – BP2114

Adopted:

The Chancellor shall establish organizational charts that delineate the lines of responsibility and fix the general duties of employees within the District.

Legal Reference:

Education Code 72400

Alcoholic Beverages- Tax-Free - BP3212

Revised ~~11/14/94~~

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit non-profit corporations. Alcoholic beverages shall not be served on campus except in accordance with these procedures.

The chancellor and vice chancellor of Business Operations and Fiscal Services, are authorized to sign on behalf of the Rancho Santiago Community College District all reports, applications, and other papers in connection with the use of tax-free alcohol in the district. The vice chancellor's designee is authorized to sign withdrawal and inventory forms in relationship to the use of tax-free alcohol. The tax-free alcohol is strictly for instructional purposes and not for consumption.

Legal Reference:

U.S. Department of the Treasury

Bureau of Alcohol, Tobacco and Firearms

Business and Professions Code Section 25608

Environmentally Preferable Purchases and Practices - BP3406

Adopted 3/12/01

Revised ~~4/22/08~~

The district office, colleges and educational sites of the Rancho Santiago Community College District shall continually strive to minimize the generation of waste through utilization of waste prevention techniques, reuse of materials, collection/recycling and composting. The District shall support markets for recycled materials through the procurement of recycled content products whenever possible.

In pursuit of the goal of reducing energy use and costs affiliated with energy consumption, the District shall purchase, whenever financially practical, only those appliances and products that have met ENERGY STAR specifications for energy efficiency or an equivalent standard. The Chancellor shall establish appropriate procedures to ensure that the purchase of single and bulk equipment meet the guidelines of this policy.

The Board of Trustees delegates authority to the Chancellor to establish administrative procedures that will direct the District to engage in sustainable building practices for new buildings or major renovation projects in excess of 5,000 square feet of occupied space. New buildings and renovations of this size will meet or exceed the United States Building Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) silver rating or an equivalent standard. Buildings need not be certified but shall earn all the necessary points outlined in USGBC's LEED standards for certification, or a similar set of standards.

Whenever it is deemed appropriate and economically feasible, the District shall also pursue sustainable building practices for new construction and major renovation projects between 1,000 and 5,000 square feet of occupied space.

Legal reference: AB 939

Energy and Water Conservation - BP3508

Adopted

The Rancho Santiago Community College District's Board of Trustees recognizes the necessity and urgency of the reduction of energy and water usage. The administration is directed to develop ways of maintaining a constant check on consumption to reduce water and energy usage. Fossil fuels, from which nearly all the nation's energy is currently produced, are non-renewable resources which are becoming increasingly scarce and expensive. Dry years illustrate that water is not an unlimited resource in California. It is the aim of the Rancho Santiago Community College District to conserve energy and water in a manner which will serve as an example for the community. It is expected that each and every member of the District's staff will exemplify the spirit and rule of this policy while serving the District.

The Board of Trustees delegates authority to the Chancellor to establish administrative procedures that will direct the District's energy and water conservation efforts.

Accreditation – BP7100

Adopted

The Chancellor shall ensure the District complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Chancellor shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Chancellor shall provide the Board with a summary of any accreditation report and any actions taken or to be taken in response to recommendations in an accreditation report.

Reference:

Accreditation Eligibility Requirement 20, Standard IV.B.1.i

Institutional Planning – BP7200

Adopted

The Chancellor shall ensure that the District has and implements a broad-based comprehensive, systematic and integrated system of planning that involves appropriate segments of the college community and is supported by institutional effectiveness research.

The planning system shall include plans required by law, including, but not limited to:

Long range educational or academic master plan, which shall be updated periodically as deemed necessary by the governing board

Facilities plan

Faculty and staff diversity plan

Student equity plan

Matriculation

Transfer Center

Cooperative Work Experience

EOPS

The Chancellor shall submit those plans for which Board approval is required by Title 5 to the Board.

The Chancellor shall inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

Reference:

Accreditation Standard I.B.

Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, 56270 et seq.

Nondiscrimination – BP7300

Adopted

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination (see Board Policy and Administrative Regulation 4119).

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.

Legal References:

Education Code Sections 66250 et seq., 72010 et seq., and 87100 et seq.:

Title 5 Sections 53000 et seq. and 59300 et seq.:

Penal Code Section 422.55:

Government Code Sections 12926.1 and 12940 et seq.

Emergencies Emergency Response Plan - BP6114 7400

Revised ~~03/11/96~~

All employees of the district are responsible ~~at all times~~ for the safety of students while on district property and at district functions during times of emergency. ~~Procedures and requirements shall be published in the District's Emergency Procedures manual, which is to be maintained by the District Safety Office.~~

The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing disaster preparedness procedures or a plan; and
- Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines
- Training requirements vary based on job titles or assigned roles within the emergency plan.

College personnel must be informed that as public employees, they are also disaster service workers during national, state, and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and state.

The plan should contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its plan is updated regularly. Colleges must comply with NIMS and SEMS to receive federal or state funding.

Legal Reference:

~~Education Code:~~

~~51202, Instruction in personal and public health and safety~~

~~32000-32004, Uniform Fire Signals~~

Education Code Sections 32280 et seq. and 71095;

Government Code Sections 3100 and 8607(a);

Homeland Security Act of 2002;

National Fire Protection Association 1600;

Homeland Security Presidential Directive-5;

Executive Order S-2-05;

19 California Code of Regulations (CCR) Sections 2400-2450

Setting Policy - BP9001

Adopted 03/17/97 Revised

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All district employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote in accordance with the provision of Board Policy 9023.

The RSCCD Board of Trustees believes that a major trustee role is to set policy for the District. In setting policy, the Board wants to create and work within a participatory environment with respect for students and all employee groups. For developing policies regarding the academic and professional matters numbered 1, 2, 3, 5, and 8, the Board will consult collegially with the faculty by relying primarily on the advice and judgment of the Academic Senate (per previous agreement with the Senate).*

For developing policy regarding the other five academic and professional matters, the Board will consult with the faculty through the mutual agreement process previously agreed upon. At RSCCD, the mutual agreement process is the use of the shared governance structure consisting of councils, committees, and the ~~District Council Coordinating Board~~. Further, representatives of staff and student groups are encouraged to work within the established processes to address the issues of the District.

The Board of Trustees values consensus building; however, it realizes its legal responsibility to make final decisions regarding policy.

*For the following items the Board of Trustees will rely primarily upon the advice of the Academic Senate:

1) Curriculum, including establishing prerequisites and placing courses within disciplines; 2) Degree and certificate requirements; 3) Grading policies; 5) Standard or policies regarding student preparation and success; 8) Policies for faculty professional development activities;

For the following items, the Board of Trustees will come to mutual agreement with the Academic Senate:

4) Educational program development; 6) District and college governance structures, as related to faculty roles; 7) Faculty roles and involvement in accreditation processes, including self study and annual reports; 9) Processes for program review; 10) Processes for institutional planning and budget development.

Administrative regulations are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative regulations shall be consistent with the intent of Board Policy. Administrative regulations may be revised as deemed necessary by the Chancellor. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and administrative procedures shall be readily available to District employees through the District website.

Legal reference:

Education Code Section 70902; Accreditation Standard IV.B.1.b & e

Title 5 sections 51023.5-51023.7 and 53200-53204

Student Trustee - BP9006

Revised ~~04/25/2005~~

~~The Governing Board of each community college district shall order the inclusion within the membership of the Governing Board, in addition to the number of members otherwise prescribed, one student who is a resident of California. Such student shall have the right to attend each and all meetings of the Governing Board, except that student members shall not have the right, or be afforded the opportunity, to attend executive sessions of the Governing Board.~~

~~The student selected to serve on the Governing Board, in addition to being a resident of California, shall be enrolled in a community college of the district and shall be chosen by the students enrolled in the community colleges of the district in collaboration with the college presidents in accordance with procedures prescribed by the Governing Board. The term of the student member shall be one year commencing on June 1 of each year.~~

~~The student member appointed pursuant to this section shall be entitled to the mileage allowance to the same extent as regular members, and may receive compensation, at the discretion of the Governing Board, up to an amount prescribed by Section 72425 of the Education Code.~~

~~A student member shall be seated with the members of the Governing Board and shall be recognized as a full member of the Board at the meetings, including receiving all materials presented to the Board members and participating in the questioning of witnesses and the discussion of issues.~~

~~The student member shall not be included in determining the vote required to carry any measure before the Board; however, the student trustee is being given the opportunity to provide an advisory vote on any measure before the Board and have the right to make and second motions as determined appropriate. The student member shall not be liable for any acts of the Governing Board.~~

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

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

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

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member shall not be liable for any acts of the Governing Board.

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

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

Legal Reference: Education Code Sections 72023.5 and 72425