

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, March 11, 2013
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 February 19, 2013 **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 Student Success Initiatives
- 2.7 Informational Presentation on Measure E and Measure Q

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
 - Approval of Revised Job Descriptions
 - Approval of Interim Assignments
 - Ratification of Resignations/Retirements
 - Approval of Tenure Review Recommendations for 2013-2014
 - Approval of CSEA Chapter 888 Child Development Full-time Salary Schedules
 - Approval of CSEA Chapter 888 Child Development Part-time Salary Schedules
 - Approval of CSEA Chapter 888 Child Development Full-time Step Increases
 - Approval of CSEA Chapter 888 Child Development Full-time Column Changes
 - Approval of Increase in Percentage of Voluntary Reduced Workloads
 - Approval of 2012-2013 Contract Extension Days
 - Approval of Leaves of Absence
 - Approval of Stipends
 - Approval of Part-time Hourly Hires/Rehires
 - Approval of Non-paid Instructors of Record

- 3.2 Classified Personnel Action
 - Approval of New Appointments
 - Approval of Professional Growth Increments
 - Approval of Out of Class Assignments
 - Approval of Changes in Positions
 - Approval of Changes in Salary Placements
 - Approval of Leaves of Absence

3.2 Classified Personnel – (cont.)

- Approval of Temporary to Hourly On Going Assignments
- Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Correction of Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA) Action

It is recommended the board receive and file the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and schedule a public hearing for April 1, 2013.

3.4 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

*4.1 Approval of Amendment #1 to OTA Agreement – Northridge Hospital Medical Center Action

The administration recommends approval of the agreement amendment with the Northridge Hospital Medical Center in Northridge, California.

*4.2 Approval of New SLPA Agreement – Rowland Unified School District Action
The administration recommends approval of the agreement with Rowland Unified School District in Rowland Heights, California.

*4.3 Approval of New Human Development Agreement – Centralia School District Action
The administration recommends approval of the agreement with Centralia School District in Buena Park, California.

*4.4 Approval of Santa Ana College Community Services Program – Summer 2013 Action
The administration recommends approval of the proposed SAC Community Services program for Summer 2013.

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

- *4.5 Approval of Santiago Canyon College (SCC) Community Services Program – Summer 2013 Action
The administration recommends approval of the proposed SCC Community Services program for Summer 2013.
- *4.6 Approval of Proposed Curricula Revisions for 2013-2014 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2013-2014 SAC catalog.
- *4.7 Approval of Proposed Curricula Revisions for 2013-2014 Santiago Canyon College Catalog Action
The administration recommends approval of the proposed revisions for the 2013-2014 SCC catalog.
- *4.8 Approval of Consulting Agreement with Cynosure New Media, Inc. Action
The administration recommends approval of the consulting agreement with Cynosure New Media, Inc., to support the development of an on-line orientation program for students at SAC and SCC.
- *4.9 Approval of Workforce Investment Act of 1998 (WIA) Individual Training Accounts (ITA) Provider Services Action
The administration recommends approval of the Orange County Workforce Investment Board's contract for Individual Training Account Provider Services as presented.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of January 2013.
- *5.3 Approval of 2013-2014 Tentative Budget Assumptions Action
The administration recommends approval of the Tentative Budget Assumptions for the 2013-2014 fiscal year as presented.
- *5.4 Approval of Additional Testing Services for Soccer Field and Road Alignment at Santa Ana College Action
The administration recommends approval of additional testing services for the SAC soccer field and road alignment by Reliant Testing Engineers as presented.

- *5.5 Approval of Change Order #5 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College Action
The administration recommends approval of change order #5 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.
- *5.6 Approval of Notice of Completion for Bid #1201 – AT&T/SEC Electrical and Communications Equipment Installation at Santa Ana College Action
The administration recommends approval of the notice of completion for the AT&T/SEC electrical and communications equipment installation at SAC.
- *5.7 Approval of Additional Consulting Services for the Maintenance & Operations (M&O) Building Roof at Santiago Canyon College Action
The administration recommends approval of additional consulting services for the M&O building roof project at SCC as presented.
- *5.8 Adoption of Resolution No. 13-11 for Concrete for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-11 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Athletic/Aquatic complex at SCC as presented.
- *5.9 Adoption of Resolution No. 13-13 for Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-13 for Bid #1140 for Interpipe Construction, Inc. for plumbing for the Humanities building at SCC as presented.
- *5.10 Approval of Change Order #9 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #9 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.
- *5.11 Approval of Change Order #13 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #13 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

- *5.12 Approval of Change Order #5 for Bid #1143 – Glass/Glazing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.
- *5.13 Approval of Change Order #7 for Bid #1144 – Roofing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #7 for Bid #1144 for Troyer Contracting Company, Inc. for roofing for the Athletic/Aquatic Complex at SCC as presented.
- *5.14 Approval of Change Order #2 for Bid #1150 – Pool for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1150 for Nadar, Inc. for the pool for the Athletic/Aquatic complex at SCC as presented.
- *5.15 Approval of Notice of Completion for Bid #1181 for Signalization and Street Improvement Project at Santiago Canyon College Action
The administration recommends approval of the notice of completion for the signalization and street improvement project at SCC as presented.
- *5.16 Approval of Notice of Completion for Bid #1191 for M&O Roofing Project at Santiago Canyon College Action
The administration recommends approval of the notice of completion for the M&O roofing project at SCC as presented.
- *5.17 Approval of Lease Agreement with CouponEx Action
The administration recommends approval of the lease agreement with CouponEx and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.18 Approval of Appointments to Measure Q Citizens’ Bond Oversight Committee Action
The administration recommends approval of the appointments to the Measure Q Citizens’ Bond Oversight Committee as presented.
- *5.19 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period January 20, 2013, through February 23, 2013.

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

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|--|-------------|
| - Basic Skills Initiative (SAC & SCC) – <i>Adjustment</i> | \$ -41,894 |
| - Board Financial Assistance Program (BFAP) (SCC) - <i>Augmentation</i> | \$ 6,672 |
| - Disabled Students Programs & Services (DSPS) (SAC & SCC) | \$1,332,262 |
| - Equal Employment Opportunity (EEO) – Diversity Allocation Funds (District) | \$ 12,781 |
- *6.2 Approval of Sub-Agreements between RSCCD and Merced College and San Mateo County Community College District/Skyline College Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor Business Operations/Fiscal Services or his designee to sign the agreements on behalf of the district.
- 6.3 Adoption of Resolution No. 13-12 authorizing payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to John Hanna for his absence from the February 19, 2013, board meeting due to illness.
- 6.4 Approval of Forming a Board Safety & Security Committee Action
The administration recommends the formation of an Ad Hoc Safety & Security Committee of the Board of Trustees for a trial period of nine (9) months.
- 6.5 Reports from Board Committees Information
- Board Facilities Committee
 - Orange County Community Colleges Legislative Task Force
- 6.6 Board Member Comments Information

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

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts

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

California Department of Finance and Dr. Jack Scott, Chancellor of the California Community Colleges v. Jan Grimes, in her official capacity as Interim Orange County Auditor-Controller, and Does 1-10, Orange County Superior Court Case No. 30-2012-00559592 CU-WM-CJC

Santa Ana Station District, LLC/Santa Ana Station District Housing Partners, LP v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 34-2013-80001416

3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 1, 2013.

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

Board of Trustees
(Regular meeting and Board Planning Session)

Tuesday, February 19, 2013

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:38 p.m. by Ms. Arianna Barrios. Other members present were Ms. Claudia Alvarez, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, Mr. Phillip Yarbrough, and Mr. Ryan Ahari. Mr. John Hanna was absent due to illness.

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. Steve Eastmond, Professor, Physical Science at Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, and carried unanimously to approve the minutes of the regular meeting held February 4, 2013.

1.6 Approval of Consent Calendar

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

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Additional Consulting Services Agreement – Facilities Planning & Program Services, Inc.

The board approved the consulting services agreement for Facilities Planning & Program Services, Inc. as presented through June 30, 2013.

5.3 Approval of Additional Geotechnical Testing Services for Soccer Field and Football Facilities at Santa Ana College

The board approved the additional testing services for the SAC soccer field and football facilities from Koury Geotechnical Services, Inc. as presented.

5.4 Approval of Change Order #4 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College

The board approved change order #4 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.

5.5 Adoption of Resolution No. 13-02 - Plumbing for Athletic/Aquatic Complex at Santiago Canyon College (SCC)

The board adopted Resolution No. 13-02 for Interpipe Construction, Inc. for change order #9 for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.

5.6 Adoption of Resolution No. 13-07 - Landscaping for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 13-07 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Athletic/Aquatic complex at SCC as presented.

5.7 Adoption of Resolution No. 13-08 - Concrete for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 13-08 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.

5.8 Adoption of Resolution No. 13-10 - Plumbing for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 13-10 for Interpipe Construction, Inc. for change order #10 for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.9 Approval of Additional Geotechnical Observation & Testing Services for Humanities Building at Santiago Canyon College

The board approved additional fees for Ninyo & Moore for geotechnical observation and testing services for the Humanities building at SCC as presented.

5.10 Approval of Additional Testing Services for Humanities Building at Santiago Canyon College

The board approved additional testing services for the Humanities building at SCC as presented.

5.11 Approval of Change Order #8 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College

The board approved change order #8 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.

5.12 Approval of Change Order #11 for Bid #1139 – Electricity for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #11 for Bid #1139 for Dynalectric, Inc. for electricity for the Athletic/Aquatic complex at SCC as presented.

5.13 Approval of Change Order #12 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College

The board approved change order #12 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

5.14 Approval of Change Order #6 for Bid #1147 – Interiors for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #6 for Bid #1147 for Inland Empire Architectural Services for interiors for the Athletic/Aquatic complex at SCC as presented.

5.15 Approval of Change Order #3 for Bid #1183 – IES Commercial, Inc. for the Video Surveillance System

The board approved change order #3 for IES Commercial, Inc. for the district-wide video surveillance system as presented.

5.16 Approval of Corrected Fiscal Impact Amount for Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine

The board approved the corrected fiscal impact amount for Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine to Ellison Technologies 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:

- Capacity Building Grant – EdUPlay Program (District) \$100,000

6.2 Adoption of Resolution No. 13-09 – Children and Families Commission of Orange County (F14-CB-12)

The board adopted Resolution No. 13-09 with the Children and Families Commission of Orange County and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

6.3 Adoption of Revision to District Mission – Board Policy 1200

The board waived the first and second reading, and adopted the revision to Board Policy 1200.

6.4 Approval of Consulting Services Contract – McCallum Group, Inc.

The board approved the contract for consulting services with McCallum Group, Inc. as presented.

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

There were no public comments.

2.0 BOARD PLANNING SESSION

2.1 Adoption of Rancho Santiago Community College District (RSCCD) Planning Design Manual

Mr. Didion explained the process of developing the RSCCD Planning Design Manual that began in October 2012 with objectives to 1) improve links between the planning and budgeting process to meet accreditation standards, 2) accurately reflect district-wide and college planning cycles, 3) establish RSCCD goals as the foundation for college planning, and 4) provide for an annual progress report to the board on RSCCD goals and objectives. The major planning components included the mission, comprehensive master plan, RSCCD strategic plan, resource allocation model, and assessment. The District Council initiates review of the mission statement every three years; the next review is scheduled to be held in 2015. Any modifications to the mission statement will be presented to the Board Policy Committee for consideration.

Mr. Didion stated that the RSCCD comprehensive master plan has a ten-year planning cycle to identify the challenges, goals, and facilities and technology infrastructure needs to support programs and services for the next decade; the next planning cycle is scheduled to begin in 2021.

2.1 Adoption of Rancho Santiago Community College District (RSCCD) Planning Design Manual - (cont.)

Mr. Didion explained the strategic plan is a three-year plan based on the RSCCD goals. The three strategic planning cycles are scheduled for 2013-2016, 2016-2019, and 2019-2022. By using the RSCCD goals, the strategic plan will identify the objectives needed to achieve the goals, identify the responsible party to oversee and complete each objective, and provide a target date for completion.

Mr. Didion indicated the resource allocations include budget assumptions which guide the budgeting process. The assumptions are to be developed by using the RSCCD goals/objectives, priorities identified by participatory governance committees and approved by District Council, review of the effectiveness of prior year allocations, maintenance of appropriate reserves for contingencies, mandates from external agencies, and plans for payments of future obligations.

Mr. Didion explained that the planning and decision-making assessment ensures continuous quality improvement and occurs every three years; with future review cycles to occur in 2015 and 2018.

Mr. Didion stated that the RSCCD participatory governance committee membership includes district and college administration, SAC and SCC academic senates, Faculty Association of RSCCD, Classified School Employees Association, and student leadership.

Ms. Alvarez asked what the procedure would be if a problem occurred before the scheduled review period. Mr. Didion indicated by scheduling a review period, it ensures the planning process be reviewed every three years; but if a problem occurs, it would be addressed before the scheduled review period.

Ms. Alvarez asked if the participatory governance committees communicate with each other to prevent an overlap of goals and priorities. Mr. Didion indicated the committees do communicate with one another since some of the members serve on more than one committee.

Ms. Alvarez and Mr. Labrado asked if the accreditation team would review specific details of the planning process. Mr. Didion stated that the accreditation team doesn't delve into detailed assessments, but rather looks to see if initiatives proposed by the district have been successful; and if not, how the district plans to achieve success.

Mr. Yarbrough asked for an explanation of the changes in the planning process from prior years. Mr. Didion and Dr. Rodríguez indicated the new planning process has a greater level of precision and accountability.

It was moved by Ms. Alvarez, seconded by Mr. Yarbrough, and carried unanimously to adopt the RSCCD planning Design manual.

2.2 Presentation of Comprehensive Master Plan: Chapters 1 and 2 and Implications for Planning

This material was presented as information by Mr. Didion.

Referring to setting goals for the next decade, Ms. Alvarez asked if the projections included a reduced amount of 15-19 year-old students in year six of the ten-year comprehensive master plan. Mr. Didion stated that it is projected there may be less students in that particular age group, but the total amount of students should remain unchanged. He indicated the strategic plan would assist in adjusting for specific needs that arise.

Ms. Alvarez asked if the placement tests for math and English were given to a student at the beginning of their college education or when a student is ready to transfer. Mr. Didion indicated that placement tests are given to the student at the beginning of their education. Ms. Rosi Enriquez explained that students take placement tests first, and then move through English and math courses. It is the counselor's goal to have the student reach college level and transfer to a four-year university. Mr. Didion indicated that this is an area of concern for those students who need more funding than the 90-unit limit proposed by the governor's budget to meet eligibility requirements needed to transfer to a four-year university.

Referring to an ARCC (Accountability Reporting for the California Community Colleges) presentation given to the board at its February 4, 2013, meeting, Ms. Alvarez asked if only students with valid social security numbers were included in successful course completion figures. Mr. Didion indicated any student who completes a course will be included in the successful course completion figures. He explained that the governor's proposed budget would change the way the district is funded over a period of five years, and includes funding for students who complete a class, rather than funding for a census count taken during the third week of classes.

Since the board reviewed the first two chapters of the district's comprehensive master plan at this meeting, Mr. Solorio asked if the board will be reviewing additional chapters at future board meetings. Mr. Didion responded affirmatively and indicated that after all the chapters are reviewed, the entire master plan will be presented to the board for adoption.

In reference to future goals, Mr. Solorio asked if the district planned on pursuing the following:

- offering students an opportunity to sign a contract to follow a certain plan of courses and be guaranteed an Associate of Arts degree in two years;
- developing goals that would reduce the costs of textbooks for students, including using open source digital textbooks;
- developing outreach/collaboration with the private/public employment community to assess the type of courses needed for the type of jobs in demand;
- and assessing the needs of the faculty. (Does faculty have the classrooms, technology, etc. to provide the best courses/curriculum for students?)

2.2 Presentation of Comprehensive Master Plan: Chapters 1 and 2 and Implications for Planning – (cont.)

Mr. Didion indicated the intent of the comprehensive master plan is to develop broad enough goals to survive a 10-year period. He further explained that more specific-targeted objectives will be included in the strategic plan and by assessing the results of the strategic plan. Mr. Didion stated that the process to develop a district strategic plan will begin once the board adopts the district goals.

3.0 HUMAN RESOURCES

Items 3.2 and 3.3 were reviewed after Closed Session.

3.1 Classified Personnel

It was moved by Mr. Yarbrough, seconded by Mr. Ahari and carried unanimously to approve temporary assignments on the classified personnel docket.

4.0 INSTRUCTION

There were no items in this category.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

6.0 GENERAL

Items 6.1 through 6.4 were approved as part of Item 1.6 (Consent Calendar).

6.5 Reports from Board Committees

Mr. Labrado provided a report on the February 14, 2013, Board Facilities Committee meeting.

Mr. Ahari provided a report on the February 7, 2013, Orange County Community Colleges Legislative Task Force meeting.

6.6 Board Member Comments

Ms. Alvarez expressed concern that board members were not receiving all communications available relating to Measure Q information and stressed the importance of board members being kept up-to-date on Measure Q information.

Ms. Alvarez asked if board members were interested in establishing a Public Safety Committee and expressed interest in serving on this committee.

6.6 Board Member Comments – (cont.)

Mr. Yarbrough reported he recently spoke with Ms. Shari Freidenrich, Orange County Treasurer, regarding district investments with the county. He also spoke with Mr. Todd Spitzer, Orange County Supervisor, regarding relations between the district and OC Board of Supervisors.

Mr. Yarbrough reported that the Orange County Redevelopment Committee he is serving on may begin to meet quarterly instead of monthly since business on this committee is winding down.

Mr. Yarbrough thanked staff at Santa Ana College for the recent tour of the Sheriff's Training Academy.

Ms. Barrios congratulated Mr. John Hanna on recently becoming a grandfather.

Ms. Barrios reported that the City of Orange will be hosting a celebration in honor of the city turning 125 years old in March.

Ms. Barrios expressed appreciation for the recent donation to the SAC Foundation, and Dr. Martinez indicated SAC had received another recent donation. Ms. Barrios asked for information to express the board's thankfulness to the donor. Ms. Barrios asked that a resolution /proclamation from the board be presented to donors near the beginning of SAC's 100-year celebration.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:47 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Classified Staff
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

California Department of Finance and Dr. Jack Scott, Chancellor of the California Community Colleges v. Jan Grimes, in her official capacity as Interim Orange County Auditor-Controller, and Does 1-10, Orange County Superior Court Case No. 30-2012-00559592 CU-WM-CJC

4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Liability Claims (pursuant to Government Code Section 54956.95)
 - a. 12-08436MH
 - b. 12-07080JW

RECONVENE

The board reconvened at 6:00 p.m.

Closed Session Report

Mr. Labrado reported the board discussed public employment, public employee discipline, and reviewed liability claims, and no action was taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

Item 3.1 was approved after Item 2.2 (Comprehensive Master Plan: Chapters 1 and 2 and Implications for Planning).

3.2 Rejection of Claim

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, and carried unanimously to authorize the chancellor or his designee to reject claim #12-08436MH on behalf of the district.

3.3 Rejection of Claim

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, and carried unanimously to the chancellor or his designee to reject claim #12-07080JW on behalf of the district.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on April 1, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 6:02 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: March 11, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
March 11, 2013

MANAGEMENT

Revised Job Description/Attachment #1

Associate Dean
Disable Students Programs & Services
Student Services
Santa Ana College

Interim Assignment

Womack, Melinda
Interim Dean
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College

Effective: February 19, 2013
Salary Placement: B-3 \$130,461.69

Ratification of Resignation/Retirement

Chidester, Dan
Director
Fire Education
Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: May 31, 2013
Reason: Retirement (Through STRS)

Singhal, Meena
Dean
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College

Effective: February 28, 2013
Reason: Resignation

FACULTY

Tenure Review Recommendations for 2013/2014/Attachment #2

CSEA Chapter 888 Child Development Full-time Salary Schedule/Attachment #3

CSEA Chapter 888 Child Development Part-time Salary Schedule/Attachment #4

CSEA Chapter 888 Child Development Full-time Step Increases/Attachment #5

FACULTY (CONT'D)

CSEA Chapter 888 Child Development Full-time Column Changes

Cervantes, Isela
Teacher
SAC Child Development Center
Child Development Services
District Office
Effective: July 1 – July 31, 2012
Column Change: From T/AA to T/BA

Cervantes, Isela
Master Teacher
Early Head Start
Child Development Services
District Office
Effective: August 1, 2012
Column Change: From MT/AA to MT-BA

Daniels, Alisa
Teacher
SCC Child Development Center
Child Development Services
District Office
Effective: July 1, 2012 – January 24, 2013
Column Change: From T/AA to T/BA

Daniels, Alisa
Master Teacher
CEC Child Development Center
Child Development Services
District Office
Effective: January 25, 2013
Column Change: From MT/AA to MT/BA

Pruznick, Jennifer
Master Teacher/Assistant Director
CEC Child Development Center
Child Development Services
District Office
Effective: July 1, 2012 – January 27, 2013
Column Change: From MT/BA to MT/MA

Salinas, Keo
Master Teacher
SAC Early Childhood Education
Child Development Services
District Office
Effective: July 1, 2012
Column Change: From MT/AA to MT/BA

Interim Assignment

Nichols, Teresa
Acting Master Teacher/50%
SAC Early Childhood Education Center
Child Development Services
District Office
Effective: January 28, 2013
Salary Placement: MT/AA-1 \$36,090.02
(concurrent with teacher assignment @ 50%)

FACULTY (CONT'D)

Increase in Percentage of Voluntary Reduced Workload

Orr, Estelle
Professor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: January 22, 2013
From: 87.7%
To: 93.4 %
Salary Placement: VI-C \$105,905.57
(To be prorated)

2012/13 Contract Extension Days

Sweeney, George
Coordinator, Math Study Center
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 14 – January 18, 2013
Contract Extension: 2.5 Days
Contract Extension Rate: \$408.060/Day

Leaves of Absence

Conner, Mary Patricia
Coordinator, Tutorial Learning Center
Student Services
Santa Ana College

Effective: August 19, 2013 – May 24, 2014
Reason: Banking Leave (30 LHE)

Morris-Pfyl, Sandy
Professor/Career Specialist/Job Developer
Workability
Student Services
Santa Ana College

Effective: May 6 – May 25, 2013
Reason: Partial Banking Leave (3 LHE)

Orr, Estelle
Professor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: January 22, 2013 – May 25, 2013
Reason: Partial Banking Leave (.86 LHE)

Peirano, Olga
Teacher
OEC Child Development Center
Child Development Services
District Office

Effective: February 14 – June 30, 2013
Reason: Unpaid Leave of Absence

Shaffer, Catherine
Coordinator, MESA
Counseling Division
Santa Ana College

Effective: February 8 – May 25, 2013
Reason: Partial Banking Leave (12 LHE)

FACULTY (CONT'D)

Leaves of Absence (cont'd)

Womack, Melinda
Professor, Communication
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College

Effective: January 22 – February 18, 2013
Reason: Partial Banking Leave (.5 LHE)

Ratification of Resignation/Retirement

Tomlinson, Terry
Professor, High School Subjects
Orange Education Center
Continuing Education Division
Santiago Canyon College

Effective: June 7, 2013
Reason: Retirement

Stipends

Barembaum, Morrie
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 5, 2013
Amount: \$60.00
Reason: Staff Development
(Title V Project)

Fuentes, Fred Simon
Assistant Football Coach
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: June 17 – August 31, 2013
Amount: \$750.00
Reason: Coaching

Gasca, Yolanda
Master Teacher
CEC Child Development Center
Child Development Center
District Office

Effective: February 1, 2013
Amount: \$300/Month
Reason: Assistant Director Duties

Lui, Anson
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: November 29, 2012
Amount: \$100.00
Reason: Staff Development
(Title V Project)

Lui, Anson
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 7, 2013
Amount: \$100.00
Reason: Staff Development
(Title V Project)

FACULTY (CONT'D)

Stipends (cont'd)

Lui, Anson
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College
Effective: February 22, 2013
Amount: \$60.00
Reason: Staff Development
(Title V Project)

Powers, Charleen
Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College
Effective: November 29, 2012
Amount: \$100.00
Reason: Staff Development
(Title V Project)

Swift, Cynthia
Associate Professor, Physics
Mathematics & Sciences Division
Santiago Canyon College
Effective: February 5, 2013
Amount: \$60.00
Reason: Staff Development
(Title V Project)

Williams, Alison
Associate Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College
Effective: February 19, 2013
Amount: \$600.00
Reason: Curriculum Planning & Development
(BSI Project)

Rescind Stipend

Sweeney, George
Coordinator, Math Study Center
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: January 14, 2013
Amount: \$1,000.00
Reason: Program Facilitation

Part-time Hourly Hires/Rehires

Bell, John O.
Instructor, Communications
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: February 21, 2013
Hourly Lecture Rate: II-3 \$55.44

Calderon, Araceli
Instructor, Spanish
Humanities & Social Sciences Division
Santa Ana College
Effective: April 1, 2013
Hourly Lecture Rate: III-3 \$58.211

Chow, Steve Z.
Instructor, Mathematics
Mathematics and Sciences Division
Santa Ana College
Effective: February 19, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

FACULTY (CONT'D)

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

Coopman, Ronald
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: February 25, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Dyball, Shawn
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: February 25, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Fedele, Stephen J.
Instructor, High School Subjects/Bridge
Centennial Education Center Division
Santa Ana College

Effective: February 14, 2013
Hourly Rate: II-2 \$42.84

Fuentes, Fred Simon
Assistant Football Coach
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: April 1, 2013 – August 31, 2013
Amount: \$750.00
Reason: Coaching

Gallardo, Robert
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: February 25, 2013
Hourly Lecture/Lab Rates: I-4 \$55.44/\$47.12

Garcia, Armando
Counselor
Counseling Division
Santa Ana College

Effective: February 1, 2013
Hourly Rate: II-3 \$47.12

Guzman, George
Instructor, Welding
Human Services & Technology Division
Santa Ana College

Effective: January 31, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Harris, Donzelle
Instructor, High School Subjects/Bridge/English
Continuing Education Center Division (CEC)
Santa Ana College

Effective: March 6, 2013
Hourly Lecture Rate: I-2 \$41.82

Lamourelle, Chantal
Instructor, Human Development
Human Services & Technology Division
Santa Ana College

Effective: January 30, 2013
Hourly Lecture/Lab Rates: III-3 \$58.21/\$49.48

FACULTY (CONT'D)

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

Lara, Jose
Counselor
Counseling Division
Santa Ana College
Effective: February 1, 2013
Hourly Rate: II-3 \$47.12

Levy, Josef
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: February 19, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

McCook, Robert
Instructor, High School Subjects/Bridge
Continuing Education Center Division (CEC)
Santa Ana College
Effective: March 4, 2013
Hourly Lecture Rate: II-2 \$42.84

Nguyen, Michael
Instructor, High School Subjects/Bridge
Centennial Education Center Division (CEC)
Santa Ana College
Effective: February 6, 2013
Hourly Lecture Rate: II-2 \$42.84

Parker, Juliana
Counselor
Counseling Division
Santa Ana College
Effective: January 29, 2013
Hourly Rate: II-3 \$47.12

Porter, Nicole C
Instructor, Psychology
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: February 6, 2013
Hourly Lecture/Lab Rates: III-3 \$58.21/\$49.48

Proppe, Jean
Instructor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: April 1, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Sin, Eileen
Counselor
Counseling Division
Santa Ana College
Effective: January 29, 2013
Hourly Rate: II-3 \$47.12

Tapia, Anita
Instructor, Medical Assistant
Science, Mathematics & Health Sciences Division
Santa Ana College
Effective: April 1, 2013
Hourly Lecture Rate: I-3 \$52.80

FACULTY (CONT'D)

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

Tran, Angela
Counselor
Counseling Division
Santa Ana College

Effective: January 29, 2013
Hourly Rate: II-3 \$47.12

Volz, Matthew D
Instructor, Communications
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: February 19, 2013
Hourly Lecture Rate: II-3 \$55.44

Willis, Roger K
Instructor, Communications
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: February 25, 2013
Hourly Lecture Rate: II-3 \$55.44

Non-paid Instructors of Record

Gilmore, Brian
Instructor, Fire Technology (equivalency)
West Covina Fire Department
Human Services & Technology Division
Santa Ana College

Effective: February 4, 2013

Mansour, William
Instructor, Fire Technology (equivalency)
West Covina Fire Department
Human Services & Technology Division
Santa Ana College

Effective: February 4, 2013

McDermott, Brian D
Instructor, Fire Technology (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: February 4, 2013

Non-paid Intern

Brashears, Nicole
Student Athletic Trainer Intern
Math & Science Division
Santiago Canyon College

Effective: March 12 – May 25, 2013
College Affiliation: Chapman University
Discipline: Athletic Training

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
ASSOCIATE DEAN/DISABLED STUDENTS PROGRAMS AND SERVICES**

I. GENERAL RESPONSIBILITIES

Overall responsibility for the supervision and administration of all programs and services provided through Disabled Student Programs and Services, including all assigned personnel and all related records and reports. This position also supervises the Health and Wellness Center, Psychological Services, and performs other duties as assigned.

II. SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF INSTITUTIONAL SERVICES

Overall supervision of Disabled Student Programs and Services, staff functions, and related activities that serve the instructional and student services needs of students who have disabilities. Reviews programs, services, activities and expenditures for compliance with applicable state and federal law, regulations and guidelines, district policy and procedure responsiveness to the needs of students with disabilities.

PERSONNEL

Responsible for or effectively recommends the hire, transfer, suspension, lay off, recall, promotion, assignment, discipline, training, professional development, direction and evaluation of work, and adjustment of grievances of assigned classified personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with district policies, rules and regulations regarding personnel, evaluation of the performance of assigned staff, and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

Responsible for handling student personal, program-and staff-related complaints and resolving problems regarding student eligibility, acceptance, utilization of programs, and delivery of programs and services; interprets and recommends policies and programs to address students needs in areas of responsibility.

BUDGET/FUNDING

Responsible for timely and accurate preparation, submission and administration of budget and assigned programs and functions; has substantial responsibility for reporting and accounting for categorical funding of programs and related reports, and major responsibility for seeking additional and alternative funding for programs and activities.

ASSOCIATE DEAN/DISABLED STUDENTS PROGRAMS AND SERVICES (CONT'D)

SPECIFIC RESPONSIBILITIES (CONT'D)

PLANNING

Responsible for planning courses, develops new curricula and improves instruction, special events and programs, scheduling classes and work schedules in response to demand, and developing annual goals and activities for DSPS.

III. ESSENTIAL FUNCTIONS

Supervised all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and classified staff assigned in the areas of responsibility; substantial responsibility for procurement, expenditure and accounting for funding in compliance with applicable law and policy, and for submission of reports.

Resolves student complaints, problems, conflicts, and special needs to maximize performance and access to programs.

IV. REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Possesses a master's degree with specialization in instruction, counseling, or administration of programs for disabled individuals. **Desirable Qualifications:** At least two years of full-time experience or equivalent within the past four years working with disabled individuals in an educational setting; possesses the minimum qualifications to serve as a faculty member in a California Community College.

Required Skills: Ability to prevent and resolve conflicts and problems, plan, measure and evaluate programs, supervise staff, analyze and apply laws, rules and regulations, build consensus and organize programs and services to meet changing needs.

Knowledge of California Educational Code: Title 5 Regulations; knowledge of federal and state legislation related to individuals with disabilities, e.g. Section 504, ADA, VTEA

Board Approval Date: 3/11/13

2/11/13

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2013/2014**

Attachment #2

TENURE REVIEW RECOMMENDATIONS

NAME	TITLE	DEPARTMENT	DIVISION	LOCATION	STATUS 13/14
Arreguin, Marybel	Master Teacher	Early Head Start	Child Development Services	DO	Contract II
Bailey, Denise	Asst Professor	Chemistry	Math & Sci	SCC	Contract III (1st Yr)
Barnard, Rebecca	Coordinator	Health & Wellness Center (DSPS)	Student Svcs	SAC	Contract II
Blake, Sherri	Counselor/Asst Professor	Counseling	Counseling	SAC	Contract III (1st Yr)
Campitelli-Smith, Melissa	Psychologist/Asst Professor	Health & Wellness Center	Student Svcs	SCC	Contract III (1st Yr)
Cannon, Christopher	Asst Professor	Theatre Arts	Fine & Performing Arts	SAC	Contract III (1st Yr)
Castillo, Ricardo	Asst Professor	Psychology	Humanities & Social Sci	SAC	Contract III (1st Yr)
Hyman, Deborah	Assoc Professor	Occupational Therapy Assistant	Humanities & Social Sci	SAC	Tenure
Janus, Louise	Asst Professor/LD Specialist	Learning Disabilities (DSPS)	Special Svcs	SAC	Contract III (1st Yr)
Jin, Jungwon	Asst Professor	Music	Fine & Performing Arts	SAC	Contract III (1st Yr)
Lemus Vallejo, Cristina	Teacher	SAC East Child Dev Center	Child Development Services	DO	Contract III (1st Yr)
Lockhart, Ann	Counselor/Coordinator	CARE/CalWORKS (EOPS)	Student Svcs	SAC	Contract III (1st Yr)
Lui, Anson	Asst Professor	Biology	Math & Sci	SCC	Contract III (1st Yr)
Marquez, Phillip	Asst Professor	Art	Fine & Performing Arts	SAC	Contract III (1st Yr)
Mathis, Jane	Counselor	EOPS	Student Svcs	SAC	Contract III (1st Yr)
McKowan-Bourguignon, Lisa	Asst Professor	Math	Science & Math	SAC	Contract III (1st Yr)
Miller, Robert	Asst Professor	Art	Library, Arts, Humanities & Social Sci	SCC	Contract III (1st Yr)
Morris, Aaron Kimo	Asst Professor	Biology	Science & Math	SAC	Contract III (1st Yr)
Perez Zuniga, Elvia	Associate Teacher	CEC Child Dev Center	Child Development Services	DO	Contract III (1st Yr)
Robinson, Kristen	Asst Professor	Paralegal	Business	SAC	Contract III (1st Yr)
Ross, John	Assoc Professor	Pharmacy Technology	Humanities & Social Sci	SAC	Tenure
Russo, Stacy	Librarian/Asst Professor	Library Services	Academic Affairs	SAC	Contract III (1st Yr)
Shweiri, Gabriel	Asst Professor	Marketing/Management/Int'l Business	Business	SAC	Contract III (1st Yr)
Sos, Brian	Asst Professor	Adaptive Physical Education (DSPS)	Special Svcs	SAC	Contract III (1st Yr)
Sosta, Rachel	Asst Professor	English	Humanities & Social Sci	SAC	Contract III (1st Yr)
Sweeney, George	Coordinator/Asst Professor	Math Study Center/Math	Science & Math	SAC	Contract III (1st Yr)
Vu, Binh	Asst Professor	Music	Library, Arts, Humanities & Social Sci	SCC	Contract III (1st Yr)
Wada, Jeffrey	Asst Professor	Chemistry	Math & Sci	SCC	Contract III (1st Yr)

Rancho Santiago Community College District
2012/2013 PERMANENT CSEA 888
TEACHER'S ASSOCIATION SALARY SCHEDULE
 Effective July 1, 2012

TEACHER

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$22,713.94	\$29,701.51	\$31,188.42	\$32,747.79
2	\$23,426.27	\$30,474.05	\$31,958.92	\$33,518.29
3	\$24,138.60	\$31,246.59	\$32,732.48	\$34,291.85
4	\$24,848.88	\$32,020.15	\$33,504.00	\$35,063.37
5	\$25,562.24	\$32,790.65	\$34,275.52	\$35,835.91
6	\$26,274.57	\$33,564.21	\$35,049.08	\$36,608.45
7	\$26,984.85	\$34,336.75	\$35,820.60	\$37,380.99
8	\$27,698.20	\$35,108.27	\$36,594.16	\$38,153.53
9	\$28,408.49	\$35,880.81	\$37,366.66	\$38,925.06
10	\$29,120.82	\$36,652.33	\$38,137.21	\$39,697.60
11	\$29,831.11	\$37,425.90	\$38,911.79	\$40,470.14
12	\$30,544.46	\$38,197.42	\$39,683.31	\$41,240.64

MASTER TEACHER

STEP	MASTER TEACHER		
	AA	BA	MA
1	\$36,090.02	\$37,894.32	\$39,790.46
2	\$36,896.24	\$38,700.54	\$40,593.62
3	\$37,701.44	\$39,506.76	\$41,399.84
4	\$38,506.64	\$40,311.96	\$42,206.06
5	\$39,313.88	\$41,118.17	\$43,013.30
6	\$40,120.10	\$41,924.39	\$43,818.50
7	\$40,925.29	\$42,729.59	\$44,624.72
8	\$41,730.49	\$43,533.77	\$45,430.93
9	\$42,536.71	\$44,342.03	\$46,236.13
10	\$43,341.91	\$45,148.25	\$47,042.35
11	\$44,150.17	\$45,953.45	\$47,848.57
12	\$44,957.41	\$46,759.66	\$48,652.75

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District
2012/2013 PERMANENT CHILD DEVELOPMENT CENTER
TEACHER'S ASSOCIATION HOURLY SALARY SCHEDULE
 Effective July 1, 2012

TEACHER

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$13.72	\$17.94	\$18.84	\$19.78
2	\$14.14	\$18.40	\$19.30	\$20.24
3	\$14.57	\$18.87	\$19.77	\$20.71
4	\$15.00	\$19.34	\$20.24	\$21.18
5	\$15.44	\$19.80	\$20.70	\$21.65
6	\$15.87	\$20.27	\$21.17	\$22.10
7	\$16.30	\$20.74	\$21.64	\$22.57
8	\$16.73	\$21.20	\$22.09	\$23.04
9	\$17.16	\$21.67	\$22.56	\$23.50
10	\$17.58	\$22.14	\$23.03	\$23.97
11	\$18.01	\$22.60	\$23.50	\$24.44
12	\$18.44	\$23.06	\$23.96	\$24.90

MASTER TEACHER

STEP	AA	BA	MA
1	\$21.80	\$22.88	\$24.03
2	\$22.28	\$23.37	\$24.51
3	\$22.77	\$23.86	\$25.00
4	\$23.26	\$24.34	\$25.48
5	\$23.74	\$24.83	\$25.97
6	\$24.23	\$25.32	\$26.46
7	\$24.72	\$25.80	\$26.95
8	\$25.20	\$26.29	\$27.43
9	\$25.69	\$26.78	\$27.92
10	\$26.18	\$27.27	\$28.41
11	\$26.66	\$27.75	\$28.89
12	\$27.15	\$28.24	\$29.38

2012/2013

CSEA CHAPTER 888 CHILD DEVELOPMENT FULL-TIME STEP INCREASES

Effective July 1, 2012

NAME	CTR	LOCATION	PAY GRADE	NEW STEP	NEW SALARY	NEW HOURLY
Aguilera, Yolanda	SAC E	DO	MT/BA (2)	9	\$44,342.03	\$26.78
Cahill, Mary	SAC ECEC	DO	T/AA (3)	3	\$32,732.48	\$19.77
Camson, Marian	SAC E	DO	MT/BA (2)	6	\$41,924.39	\$25.32
Candela, Catherine	EHS	DO	T/P (2)	3	\$31,246.59	\$18.87
Castaneda, Daisy	SAC ECEC	DO	MT/BA (2)	4	\$40,311.96	\$24.34
Cervantes, Isela	EHS	DO	T/AA (3)	5	\$34,275.52	\$20.70
Cordoba, Luz	SAC ECEC	DO	MT/BA (2)	2	\$38,700.54	\$23.37
Daniels, Alisa	CEC	DO	T/AA (3)	8	\$36,594.16	\$22.09
Escalera, Juana	CEC	DO	T/AA (3)	3	\$32,732.48	\$19.77
Fregoso, Ana Maria	SAC ECEC	DO	MT/AA (1)	9	\$42,536.71	\$25.69
Gasca, Yolanda	CEC	DO	MT/BA (2)	5	\$41,118.17	\$24.83
Guerra, Maria	SAC E	DO	MT/BA (2)	2	\$38,700.54	\$23.37
Humphreys, Margaret	SAC ECEC	DO	MT/AA (1)	7	\$40,925.29	\$24.72
Iniguez, Imelda	SAC ECEC	DO	MT/AA (1)	2	\$36,896.24	\$22.28
Jorquera, Paz	SAC ECEC	DO	T/P (2)	2	\$30,474.05	\$18.40
Karter, Jacqueline	SCC	DO	MT/BA (2)	12	\$46,759.66	\$28.24
Lemus Vallejo, Cristina	SAC E	DO	T/P (2)	2	\$30,474.05	\$18.40
Maraya, Elsie	OEC	DO	MT/BA (2)	9	\$44,342.03	\$26.78
McCann, Kathleen	SCC	DO	MT/AA (1)	7	\$40,925.29	\$24.72
Morse, Leah	SCC	DO	MT/BA (2)	5	\$41,118.17	\$24.83
Nichols, Teresa	SAC ECEC	DO	T/AA (3)	3	\$32,732.48	\$19.77
Paz-Lugo, Artemisa	CEC	DO	MT/AA (1)	2	\$36,896.24	\$22.28
Peirano, Olga	OEC	DO	T/P (2)	9	\$35,880.81	\$21.67
Perez Zuniga, Elvia	CEC	DO	T/AT (1)	2	\$23,426.27	\$14.14
Racca, Lyn	OEC	DO	MT/BA (2)	5	\$41,118.17	\$24.83
Ramirez, Alicia	EHS	DO	MT/BA (2)	2	\$38,700.54	\$23.37
Ruiz, Rosie	OEC	DO	MT/AA (1)	4	\$38,506.64	\$23.26
Salinas, Keo	SAC ECEC	DO	MT/AA (1)	2	\$36,896.24	\$22.28
Sandoval, Guadalupe	SAC E	DO	T/AA (3)	3	\$32,732.48	\$19.77
Santamaria, Sandra	EHS	DO	T/P (2)	3	\$31,246.59	\$18.87
Shinn, Sandra	SAC ECEC	DO	MT/BA (2)	2	\$38,700.54	\$23.37
Springfield, Amber	SAC ECEC	DO	MT/AA (1)	8	\$41,730.49	\$25.20
Waugh, Susan	OEC	DO	T/BA (4)	5	\$35,835.91	\$21.65

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

MARCH 11, 2013

CLASSIFIEDNew Appointment

Lordanich, Joseph District Safety Officer (CL12-0365#01) SCC	Effective: February 11, 2013 Grade 9, Step 1 \$38,935.20
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Professional Growth Increments

Gonzalez, Rosie Sr. EOPS Specialist/ Counseling/ SCC	Effective: April 1, 2013 Grade 10, Step 6 + 5PG (2500) \$54,454.42
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Kehler, Jason Sports Information Coordinator/ SAC	Effective: April 1, 2013 Grade 13, Step 5 + 3PG (1500) \$58,757.64
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Vu, Ruby Financial Aid Technician/ SAC	Effective: April 1, 2013 Grade 8, Step 3 + 6PG (3000) \$44,213.25
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Out of Class Assignment

Ediss, Michael Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: 02/01/13 – 05/13/13 Grade 11, Step 1 + 6PG \$45,511.51
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McAdam, Justin Gardener/Utility Worker/ Admin. Services/ SAC	Effective: 02/04/13 – 05/03/13 Grade 8, Step 1 \$37,367.50
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Palomares, Maria Sr. Custodian/Utility Worker/ Admin. Services/ SAC	Effective: 02/04/13 – 05/03/13 Grade 7, Step 5 \$43,724.02
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Rodriguez, Maria Graduation Specialist/ Admissions/ SCC	Effective: 02/19/13 – 6/30/13 Grade 11, Step 5 + 6PG \$54,709.46
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Change in Position

Valadez, Jacqueline
From: Admin. Clerk
To: Administrative Secretary (Reorg 732)
CITD/ District

Effective: February 14, 2013
Grade 12, Step 4 + 2.5%Bil \$53,127.75

Change in Salary Placement

Rodriguez, Gisela
Administrative Clerk/Student
Services/SCC

Effective: February 1, 2013
Grade 10, Step 4 + 2.5%Bil + 2.5%L +
6PG (3000) \$52,498.16

Turrentine, Michael
Tech Specialist II/ITS
From: CEC/Swing To: SAC/Day

Effective: March 11, 2013
Grade 15, Step 6 + 5%L
\$70,254.20

Leave of Absence

Mills, Amy
Administrative Secretary/ Child Dev.
Services/ District

Effective: 02/25/13 – 04/27/13
Reason: Maternity

CLASSIFIED HOURLY

New Appointments

Leung, Bowie
Instructional Assistant (CL12-0383)
Math & Science/ SCC

Effective: February 25, 2013
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.96/Hour

Temporary to Hourly On Going

Castellanos, Margie
Counseling Assistant/Counseling/ SAC
(Reinstated from 39 Month Rehire List)

Effective: February 11, 2013
19 Hours/Week 12 Months/Year
Grade 5, Step A \$15.96/Hour

Leave of Absence

Campos, Griselda
Data Entry Clerk/ Child Dev. Services/
District

Effective: 02/25/13 – 05/10/13
Reason: FMLA

Leave of Absence cont'd

Nguyen, Vi Learning Facilitator/ Tutorial Learning Ctr/ SAC	Effective: 02/06/13 – 08/25/13 Reason: Unpaid Leave (Personal)
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Nguyen, Hai Duong Instructional Assistant/ Business Div./ SAC	Effective: 03/20/13 – 05/02/13 Reason: Unpaid Maternity Leave
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Ratification of Resignation/Retirement

Holmes, Michelle Learning Assistant/ Math & Science/ SCC	Effective: February 8, 2013 Reason: Resignation
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Nieto, Lilia Instructional Assistant/ School of Continuing Education/SAC	Effective: February 19, 2013 Reason: Resignation
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TEMPORARY ASSIGNMENT

Ekott, Affi Instructional Assistant/ Biology/ SCC	Effective: 03/12/13 – 05/24/13
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Estrada, Christina Admissions/Records Specialist I/ SCC	Effective: 03/12/13 – 06/30/13
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Merino Campos, Guadalupe Instructional Assistant/ Counseling/ SAC	Effective: 03/12/13 – 06/30/13
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Nieto, Lilia Test Proctor/ School of Continuing Education/SAC	Effective: 03/12/13 – 06/30/13
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Phan, Uyen Instructional Assistant/ Biology/ SAC	Effective: 03/12/13 – 05/26/13
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Correction of Assignment

Aguilar, Luis Learning Facilitator/ Nursing/ SAC	Effective: 02/05/13 – 05/24/13
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Correction of Assignment cont'd

Gomez de Munoz, Veronica Effective: 12/11/12 – 12/18/12
Instructional Assistant/ Orange Education
Center

Additional Hours for On Going Assignment

Contreras, Evangeline Effective: 02/01/13 – 05/31/13
Instructional Center Tech./ Testing Ctr./
SAC Not to exceed 19 consecutive days in any
given period.

Heiland, Danielle Effective: 01/30/13 – 05/24/13
Lifeguard/ Exercise Science/ SCC Not to exceed 19 consecutive days in any
given period.

Nguyen, Trinity T. Effective: 03/01/13 – 05/31/13
Instructional Assistant/ Math & Science/
SCC Not to exceed 19 consecutive days in any
given period.

Saavedra, Lupe Effective: 02/01/13 – 05/31/13
Test Proctor/ Testing Ctr./ SAC Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Bizon, Veronica Effective: 02/11/13 – 06/30/13
Intermediate Clerk/ School of Continuing
Education/SAC

Blancas, Crystal Effective: 02/01/13 – 05/03/13
Custodian/ Admin. Services/ SAC

Garcia, Ana Effective: 02/13/13 – 06/30/13
Administrative Clerk/ Child Dev. Services/
District

Garcia, Celia Effective: 02/20/13 – 05/03/13
Custodian/ Admin. Services/ SAC

Lomeli, Antonio Effective: 01/01/13 – 03/26/13
Custodian/ Admin. Services/ SAC

Substitute Assignments cont'd

Mazer, Randy Custodian/ Admin. Services/ SAC	Effective: 02/01/13 – 02/28/13
Medina, Carlos Custodian/ Admin. Services/ SAC	Effective: 02/20/13 – 06/30/13
Nieto, Lilia Test Proctor/ School of Continuing Education/SAC	Effective: 03/12/ 13 – 06/30/13
Patino, Eva Custodian/ Admin. Services/ SAC	Effective: 03/13/13 – 05/03/13
Sanchez, Martha Custodian/ Admin. Services/ SAC	Effective: 02/01/13 – 05/03/13
Tran, Lien Learning Facilitator/ Student Services/ SAC	Effective: 02/11/13 – 05/23/13

MISCELLANEOUS POSITIONS

Castellanos, Silvia Community Services Presenter/ Community Services/ SAC	Effective: 03/16/13
Kowsari, Ali Business Professional Expert II/ CITD/ District	Effective: 02/05/13
Sutton, Robert Sign Language Interpreter VII/ DSPS/ SAC	Effective: 01/24/13 – 06/30/13

Instructional Associates/Associate Assistants

Criminal Justice

Avila, Joseph	Effective: 03/12/13
Blackburn, Robert	Effective: 11/18/12
Haagsma, Steven	Effective: 03/12/13

Instructional Associates/Associate Assistants cont'd

CRIMINAL JUSTICE

Heywood, Todd	Effective: 03/12/13
Levsen, Curt	Effective: 02/05/13
Kay, Kevin	Effective: 03/12/13
Ludwick, Thomas	Effective: 03/12/13
Skahill, Christopher	Effective: 03/12/13
Treanor, Adam	Effective: 03/12/13
Winger, Michael	Effective: 03/12/13

Kinesiology

Meek, Jeoff	Effective: 03/12/13
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COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2013

Clary, Ling Ling	Amount: \$ 240.00
Dumon, Dori	Amount: \$ 260.00
Friebert, Martin	Amount: \$ 330.00
Glicksir, Barbara	Amount: \$ 840.00
Hardy, Kamillia	Amount: \$ 668.16
Nolasco, Jeffrey	Amount: \$ 292.50
Schindelbeck, Judy	Amount: \$ 180.00

VOLUNTEERS

Allen, Annette Student Driver/ Kinesiology/ SAC	Effective: 03/12/13 – 06/30/13
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Esparza, Miriam Non Student/ Kinesiology/ SAC	Effective: 03/12/13 – 05/31/13
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VOLUNTEERS CONT'D

Gorrie, Dick Non Student/ Exercise Science/ SCC	Effective: 03/12/13 – 05/15/13
Guillen, Jordan Student Volunteer/ Exercise Science/ SCC	Effective: 03/12/13- 05/15/13
Huerta, Alissa Student Driver/ Kinesiology/ SAC	Effective: 03/12/13 – 06/30/13
Lee, Matthew Student Driver/ Kinesiology/ SAC	Effective: 03/12/13 – 06/30/13
Murray, Robert/ Math & Science/ SCC	Effective: 03/12/13 – 06/30/13
Petit, Cozette Non Student/ Counseling/SAC	Effective: 03/12/13 – 06/30/13
Post, Logan Student Driver/ Kinesiology/ SAC	Effective: 03/12/13 – 06/30/13

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aguilar, Mariana	Effective: 01/28/13-06/30/13
Aguirre, Jordan Ivan	Effective: 02/12/13-06/30/13
Baez, Orlando	Effective: 02/11/13-06/30/13
Browne, James William	Effective: 02/04/13-06/30/13
Chihuahua, Damaris	Effective: 01/28/13-06/30/13
Co, Johnson Chian	Effective: 02/06/13-06/30/13
Cruz Avalos, Josue M	Effective: 01/24/13-06/30/13
Cruz Tamayo, Yesenia Jazmin	Effective: 01/24/13-06/30/13
Danley, Nicole Marie	Effective: 02/05/13-06/30/13
Fernandez, Rosario Anabel	Effective: 01/29/13-06/30/13
Ferreyra, Sandra K	Effective: 02/11/13-06/30/13
Flores, Anthony Michael	Effective: 02/11/13-06/30/13
Garcia, Jasmine	Effective: 01/24/13-06/30/13
Garrett, Caitlin Ashlee	Effective: 01/24/13-06/30/13
Gomez, David	Effective: 01/30/13-06/30/13
Hernandez, Maria Guadalupe	Effective: 02/11/13-06/30/13
Landeros, Cristina	Effective: 02/05/13-06/30/13
Levale Jr, Sualua Sualua	Effective: 01/24/13-06/30/13
Martinez, Emma	Effective: 02/04/13-06/30/13
Meas, Sreytouch	Effective: 02/04/13-06/30/13
Nguyen, Thanh Thuy T	Effective: 02/13/13-06/30/13
Nguyen, Trang Thuy	Effective: 02/05/13-06/30/13
Ochoa, Julia Adelina	Effective: 02/04/13-06/30/13
Quezada, Jacqueline Beatriz	Effective: 02/04/13-06/30/13
Ramirez, Lilia	Effective: 01/28/13-06/30/13
Sanchez, Sonia Marie	Effective: 02/04/13-06/30/13
Tran, Hoan Ngoc	Effective: 02/04/13-06/30/13
Tran, Thuy Tien T	Effective: 02/09/13-06/30/13
Velasquez, Gabriela	Effective: 02/04/13-06/30/13
Wilson, Zaekeya Algurie	Effective: 01/24/13-06/30/13
Zamorano, Eduardo Jr	Effective: 01/31/13-06/30/13

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Arevalo, David	Effective: 01/28/13 – 06/30/13
Davis, Jason	Effective: 01/29/13 – 06/30/13
Heather, Michelle	Effective: 01/28/13 – 06/30/13
Herbsman, Joanne	Effective: 02/07/13 – 06/30/13
Khan, Shayan	Effective: 01/29/13 – 06/30/13
Ruda, Sara	Effective: 01/29/13 – 06/30/13

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: March 11, 2013
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA)	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) is presented for information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and schedule a public hearing for April 1, 2013.

Fiscal Impact: None	Board Date: March 11, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)
March 11, 2013**

Article 9 – Association Rights

Eliminate Section 9.13, which is inconsistent with Section 12.4

Article 11 – Wages and Hours

Maintain current salary schedule. (11.1)

Article 12 – Assignments

Eliminate Section 12.3, which is inconsistent with Section 12.4

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

BOARD MEMBERS (to be approved)

ORANGE COUNTY COMMUNITY COLLEGE
LEGISLATIVE TASK FORCE
Washington, D.C. – March 20-23, 2013

1 Board Member
(Ryan Ahari)

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Amendment #1 to OTA Agreement – Northridge Hospital Medical Center	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in 2012 to extend the agreement for one (1) year.

ANALYSIS

This amendment shall remain in effect for one year or until terminated by either party. The amendment has been reviewed by Dean Simon B. Hoffman and college staff. The amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement amendment with the Northridge Hospital Medical Center in Northridge, California.

Fiscal Impact:	None	Board Date: March 11, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

FIRST AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT ("First Amendment") is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health") formerly named Catholic Healthcare West doing business as Northridge Hospital Medical Center ("Hospital"), and Rancho Santiago Community College District ("District") on behalf of Santa Ana College and Santiago Canyon College ("Entity"), amending that certain Educational Affiliation Agreement entered into by the parties and dated effective January 19, 2012 (the "Agreement").

RECITALS

WHEREAS, Hospital and Entity desire to amend the Agreement to provide for certain changes in their obligations thereunder and to enter into this First Amendment in order to document those mutually agreed upon changes.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each and every reference in the Agreement to "Catholic Healthcare West" or "CHW" is hereby amended to read "Dignity Health."
2. The parties hereby amend the first sentence of Section 8 of the Agreement to read as follows:

Term. Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective January 19, 2013 ('Renewal Effective Date') for one (1) year, commencing on the Renewal Effective Date, unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties."

3. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.
4. This First Amendment may be executed by the parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE TO FIRST AMENDMENT TO EDUCATIONAL AFFILIATION
AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed at Northridge, California to be effective as of the Renewal Effective Date.

Hospital:

**Dignity Health, a California nonprofit
public benefit corporation formerly named
Catholic Healthcare West doing business as
Northridge Hospital Medical Center**

By: _____

Its: _____

Date: _____, 2013

Entity:

**Rancho Santiago Community College District
on behalf of Santa Ana College and Santiago
Canyon College**

By: _____

Peter J. Hardash

**Its: Vice Chancellor, Business Operations & Fiscal
Services**

Date: _____, 2013

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

To: Board of Trustees	Date: March 11, 2013
Re: Approval of new SLPA Agreement – Rowland Unified School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

Formal agreements between the district and fieldwork experience sites are necessary. To that end, a special agreement was developed for this purpose, which has been reviewed by Dean Simon B. Hoffman and college staff. This agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Rowland Unified School District in Rowland Heights, California.

Fiscal Impact: None	Board Date: March 11, 2013
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, **ROWLAND UNIFIED SCHOOL DISTRICT** hereinafter called the Agency.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Indemnification

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

C. **Insurance:**

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

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

PART V

STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI

PERIOD OF AGREEMENT

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

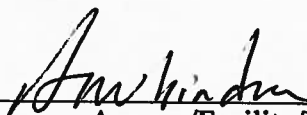
IN WITNESS WHEREOF, the said parties have hereunto set their hands:

*Rancho Santiago Community
College District*

District

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Date: _____



Agency/Facility/Location

Ajay Mohindra
Chief Financial Officer
Rowland Unified School District
Administrative Services Division

Name and Title

Date: 12/12/12

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

To:	Board of Trustees	Date: March 13, 2013
Re:	Approval of New Human Development Agreement – Centralia School District	
Action:	Request for Approval	

BACKGROUND

Students in the Human Development Department Practicum courses are required to participate in early childhood education activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a new agreement.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Centralia School District in Buena Park, California.

Fiscal Impact:	None	Board Date: March 11, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

**STANDARD AFFILIATION AGREEMENT
HUMAN DEVELOPMENT DEPARTMENT**

This standard Affiliation Agreement (the "Agreement") is made and entered into this 12th day of March, 2013 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 on behalf of Santa Ana College and Centralia School District ("Facility"), located at 6625 La Palma Avenue, Buena Park, CA 90620.

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

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

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

WHEREAS, Facility operates a duly licensed preschool at a school within the city listed above with all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in practical field experience, designated as Practicum;

WHEREAS, it is to the mutual benefit of the parties that students of the College use the childcare facilities of the Facility for their field experience; and

WHEREAS, the District and Facility enter into the following Agreement with respect to providing field experience for the College's students.

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

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

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

"Facility" shall refer to Centralia School District, its schools, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The "Program" shall refer to the training in Early Childhood Education programs as identified and described in this Agreement; and

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

TERMS

1. The Facility agrees to:
 - A. Permit students designated by the College pursuant to paragraph 2A below to receive early childhood education field experience at the child care center/preschool located at the Facility.
 - B. Permit staff designated by the California Early Childhood Mentor teacher Program to supervise the students involved in the field experience by assigning meaningful learning activities, and by observing and evaluating the students upon commencement of the field experience.
 - C. Provide orientation for the student upon commencement of the field experience.
 - D. Provide an environment and resources within the Facility to support the learning activities of the students.
 - E. Provide emergency health care for any student who becomes sick or injured during the field experience.
 - F. Have the right, after consultation with the College, to refuse to accept for further field experience any student who, in the Facility's judgment, is not participating satisfactorily in the program.
 - G. Retain ultimate control and responsibility for supervision of children within the child care center/preschool located at the Facility.
2. The College agrees to:
 - A. Designate the students who are enrolled in the Early Childhood Education Program of the College to be assigned for field experience at the Facility in such numbers as are mutually agreed to by both parties.
 - B. Provide for orientation of students and faculty assigned to the Facility.
 - C. Notify the Facility's director in advance of student schedules, placement of students in field assignments and changes in field assignments.
 - D. Provide for and be responsible for the care and control of the College's educational supplies, materials and equipment used for instruction during the Program.

- E. Certify to the Facility at the time each student first reports to the Facility to participate in the field experience that said student has and will comply with the Facility's health requirements.
 - F. Provide each student with fundamental knowledge of the profession, ethics, grooming and professionalism prior to commencing the field experience.
 - G. Require each student to abide by the policies of the Facility.
 - H. Require each student to be in acceptable dress for all field experience.
 - I. Permit the Facility's director or other designated personnel to attend meetings of the College's Early Childhood Education Program, or any committee thereof, to coordinate the field experience of the Program provided for under the Agreement.
 - J. Keep all attendance and academic records of students participating in the Program.
 - K. Have all students sign the Facility's Acknowledgment of Non-Employee Status Form if such is required by the Facility.
3. **Insurance Carried by the District:**
District shall assure coverage of professional liability insurance for each student participating in the Program of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the Program. These coverages are in effect while the student is on-site at Facility.
4. **Insurance Carried By Facility:**
Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Facility shall deliver certificate(s) of insurance under Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

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

5. **Student Health Records:**
Any student participating in a Program shall provide verification of annual T.B. screening. This record shall be maintained in the Human Development Department at the College.
6. **Student Medical Care:**
To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her training during a rotation, the student shall be treated by Facility as appropriate.
7. **Confidentiality of Student Records:**
Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the Program, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
8. **Verification:**
College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Facility to offer the Program to College's students participating in the Program. If requested by Facility, College will provide Facility with verification that the Program is duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
9. **Indemnification:**
All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article does not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

10. **Governing Law:**
This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
11. **Educational Purposes:**
Students of the College are present at the Facility for educational purposes only and as such are not considered employees of the Facility. Students will receive no pay for participating in the training at the facility.
12. **Effective Date/Termination:**
This Agreement shall remain in effect for five (5) years, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a student Program is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the student Program. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
13. **Notices:**
Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Facility:
Centralia School District
6625 La Palma Avenue
Buena Park, CA 90620
ATTN: Assistant Superintendent
Human Resources
Special Education & Pupil Services

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
ATTN: Human Development Department

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
ATTN: Vice Chancellor
Business Operations & Fiscal Services

14. **Entire Agreement:**
This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Facility:
Centralia School District
6625 La Palma Avenue
Buena Park, CA 90620

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

By: _____

Douglas Staine, Ed.D
Assistant Superintendent
Human Resources
Special Education & Pupil Services

By: _____

Peter J. Hardash
Vice Chancellor
Business Operation & Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Community Services Program – Summer 2013	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or 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 2013 schedule offers 165 academic and professional development courses; personal enrichment and recreational activities for adults and children in the Santa Ana College service area. Early marketing strategies promote a robust College for Kids Program featuring 45 academic and recreational activities. Innovative, creative, and relevant workshops are offered in this comprehensive menu of courses to sustain the solvency of the Santa Ana College 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 2013.

Fiscal Impact:	\$35,000 (estimated net income after expenses)	Board Date: March 11, 2013
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 Rodriguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – SUMMER 2013 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	Mina Asadirad	\$25	70/30
Beads, Crystals, Semi-Precious Stones	Brigitte Burns	\$25	60/40
Wire Wrapping	Brigitte Burns	\$25	60/40
Pearl Knotting	Brigitte Burns	\$25	60/40
Multi-Strand Design	Brigitte Burns	\$25	60/40
Candlemaking	Quayum Abdul	\$29	60/40
Soapmaking	Quayum Abdul	\$29	60/40
Illustration Painting	Silvia Castellanos	\$69	60/40
Cardmaking	Catherine Koenig	\$49	60/40
Around the Home & Garden			
Electrical Repairs	Phil Famolaro	\$99	60/40
Plumbing Repairs	Phil Famolaro	\$99	60/40
Solar Attic Fan	Quayum Abdul	\$44	60/40
Solar Swimming Pool Water	Quayum Abdul	\$44	60/40
Solar Powered Water Pump	Quayum Abdul	\$44	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
HVAC I & II	Glen Hammond	\$200	60/40
Basic Car Repair	Doug Wilkes	\$59	60/40
Auto Upholstery	Paul Dominguez	\$89	60/40
Business & Careers			
Small Business Bookkeeping & Taxes	Phil Famolaro	\$89	60/40
Become A Notary Public	Carrie Christensen	\$85	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Cash In On Your Ideas & Inventions	Nancy Miller	\$39	60/40
How To Sell on eBay	Francis Greenspan	\$79	60/40
Become An Event Planner	Elisha Valentine	\$69	60/40
Voice Overs-You're On The Air	Such A Voice	\$29	60/40
Contracting License	Phil Famolaro	\$99	60/40
Quickbooks Accounting	Miguel Figueroa	\$79	60/40
Home Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Getting Published	LeeAnne Krusemark	\$29	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Cart Vending	Gene Konstant	\$39	60/40
Teaching Fitness to 50+	Debbi Harper	\$49	60/40
Social Networking	Bob Cohen	\$49	60/40
Social Media Marketing	Bob Cohen	\$49	60/40
Overcome Fear of Public Speaking	Nick Lazaris	\$29	60/40
Threading From A to Z	Sue Mikhael	\$89	60/40
Live Scan Fingerprinting	Nelson Education	\$139	60/40
3D Game Art & Animations	Patricia Waterman	\$99	60/40
Start Your Own Business	Alberto Ortiz	\$199	60/40
Growing Business	Alberto Ortiz	\$199	60/40

COMMUNITY SERVICES – SUMMER 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Eliminate Clutter From Your Life	Rounds, Miller Assoc.	\$59	60/40
Grant Writing Fundamentals	John Drew	\$69	60/40
Makeup 101	Michelle Jackson	\$65	60/40
Face Painting	Nina Greville	\$49	60/40
Certification in Make Up Artistry	Nina Greville	\$99	60/40
Credit Rescoring	Eugene Konstant	\$59	60/40
College For Kids			
Earlier Reader	Alpine Tutoring	\$89	60/40
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hour
Basic Math	Alpine Tutoring	\$89	\$35/hour
Study Skills & Test Taking	Alpine Tutoring	\$89	\$35/hour
Writing Academy	Alpine Tutoring	\$92	60/40
English Composition	Phyllis Neal	\$59	60/40
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Mini Chefs	Sumati Ratanjee	\$79	60/40
Baker's Dozen	Silvia Castellanos	\$79	60/40
Horse Camp	Cheryl Skidmore	\$44	60/40
Musical Theater	Amberly Romero	\$89	\$25/hour
Singing for Youth	Amberly Romero	\$89	\$25/hour
SAT Prep	Sheldon/Holly	\$115	\$35/hour
Teen Make-Up & Skin Care	Michelle Jackson	\$39	60/40
Intro to Drawing	Silvia Castellanos	\$49	60/40
Paint Your Heart Out	Silvia Castellanos	\$49	60/40
Watercolor Designs	Silvia Castellanos	\$49	60/40
Forensic Science	Discovery Science	\$49	60/40
Lego Robotics Engineering Camp	Berizohar Padilla	\$129	60/40
Online Driver's Ed	Erika Vieyra	\$55	60/40
Spanish For Kids	Alicia Migliarini	\$69	60/40
Basketball Camp	Tony Jimmerson	\$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 Photography	Debra Crowley	\$79	\$35/hour
Photoshop	Debra Crowley	\$79	\$35/hour
Pre-Algebra	Maria Lopez-Sheldon	\$99	\$35/hour
Algebra	Maria Lopez-Sheldon	\$99	\$35/hour
Fractions, Decimals & Percents	Maria Lopez-Sheldon	\$99	\$35/hour
Geometry	Maria Lopez-Sheldon	\$99	\$35/hour
Word Problems	Maria Lopez-Sheldon	\$99	\$35/hour
Aquatics Camp	Alfred Reyes	\$34	60/40
Hip Hop	Zachary Groenwald	\$69	\$25/hour
Zumba	Salomon Rivera	\$69	60/40
Yoga	Suzan Campbell	\$69	60/40
Fearless Public Speaking	Nick Lazaris	\$29	60/40
Trekking Through American Nat'l Parks	Phyllis Neal	\$69	\$30/hr
Mobile App	Freshi Media	\$110	40/60
Video Game Design	Freshi Media	\$110	40/60
Healthy Cooking for Kids	Barb Sobel	\$49	40/60
Beginning Guitar	Gabe Baeza	\$69	60/40
Jewelry Design	Brigitte Burns	\$69	60/40

COMMUNITY SERVICES – SUMMER 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Computers			
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
Computer Basics	Dori Dumon	\$39	\$35/hr
Email & Calendar	Dori Dumon	\$39	\$35/hr
Intro to MS Word	Dori Dumon	\$39	\$35/hr
Intro to MS Excel	Dori Dumon	\$39	\$35/hr
iPhones, iPads, I'm Lost	Robert Cohen	\$39	60/40
Improving PC Performance	Robert Cohen	\$39	60/40
Court Mandated			
Alcohol & Drug Awareness	Pat Verwiel	\$40	50/50
14601.1 Suspended License Program	Berry 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
Healthy Pantry	Barb Sobel	\$79	60/40
Cake Pops	Silvia Castellanos	\$29	60/40
Juice For Life	Barb Sobel	\$29	60/40
Dance			
Salsa	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larsen	\$59	60/40
Come Out Swingin'	John Potter	\$59	60/40
Caribbean & Latin Dance	Miguel Figueroa	\$39	60/40
Advance Salsa	Miguel Figueroa	\$39	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
Meditation	Suzan Campbell	\$69	60/40
Zumba	Salomon Rivera	\$49	60/40
Open Court Badminton	Chi Tran	\$29/\$44	60/40
Makeup & Skin Care	Michelle Jackson	\$45	60/40
Evening of Massage	Barb Sobel	\$39/\$59	60/40
Healthier You	China Neal	\$69	60/40
Language			
Conversational Spanish	Alicia Migliarini	\$69	60/40
Conversational Italian	Alpine Tutoring	\$69	60/40
Conversational French	Alpine Tutoring	\$69	60/40
Money Matters			
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40
Master Your Investments	Jalon O'Connell	\$44/\$66	60/40
Older Adult			
Long Term Care with Gov't Funding	Carl Leiter	\$29	60/40
Brain Fitness	Debbi Harper	\$29	60/40
Computer Basics	Dori Dumon	\$59	60/40
Chair Yoga	Suzan Campbell	\$59	60/40

COMMUNITY SERVICES – SUMMER 2013 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
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			
Programas Alternativos	Sandy Flores	\$10	60/40
Profiting with Foreclosures	Marshall Reddick	\$49/\$79	60/40
Real Estate Investing for Beginners	Marshall Reddick	\$49/\$79	60/40
Travel			
Hollywood Bowl – Josh Groban	Good Times Travel Tours	\$86	60/40
Coronado by Land & Canals	Good Times Travel Tours	\$89	60/40
Solvang Danish Days	Good Times Travel Tours	\$59	60/40
New York City & Upstate	Good Times Travel Tours	\$300 deposit	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santiago Canyon College
Community Services Program**

To: Board of Trustees	Date: March 11, 2013
Re: Approval of Santiago Canyon College Community Services Program, Summer 2013	
Action: Request for Approval	

BACKGROUND

The summer 2013 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming 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 140 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed Community Services Program for summer 2013.

Fiscal Impact: \$25,000 revenue	Board Date: March 11, 2013
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2013

<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 Pagonas	\$69	60/40
<i>Around the Home & Garden</i>			
Interior Design for the Homeowner	Cynthia Albert	\$69	60/40
Gardening	Coast Keeper	\$29-\$69	60/40
Basic Electrical Repairs	Rick Longobart	\$59	50/50
Basic Tiling Techniques	Rick Longobart	\$89	50/50
<i>Arts & Crafts</i>			
Introduction to Drawing	Alpine Tutoring	\$69	\$35/hour
Beginning Painting	Instructor TBA	\$69	\$35/hour
Jewelry Design	Instructor TBA	\$35	60/40
Pastel Drawings	Instructor TBA	\$69	\$35/hour
<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 Become a Mystery Shopper	Elaine Moran	\$39	60/40
Human Resources Certification	Allison Pratt	\$132	50/50
• What is Human Resources	Allison Pratt	\$39	50/50
• Manage Diversity & Inclusion	Allison Pratt	\$39	50/50
• Effective Employee Relationships	Allison Pratt	\$39	50/50
• Avoid Employee Litigation	Allison Pratt	\$39	50/50
Sexual Harassment Avoidance	Allison Pratt	\$75	60/40
Writing Your 1 st Book	Bobbie Christensen	\$29	60/40
Publishing Your 1 st Book	Bobbie Christensen	\$29	60/40
Successful Home Based Business	Leeanne Krusemark	\$39	60/40
Word Processing Business	Leeanne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	Leeanne Krusemark	\$39	60/40
Meet the Publisher	Leeanne Krusemark	\$19	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
Advanced QuickBooks	Theresa Hagelbarger	\$99	60/40
Backflow Prevention Device Repair	Gary Blackmore	\$250	\$50/hour
Personal Trainer Certificate	World Instructor Training	\$524	\$424/person
Grant Writing	John Drew	\$50	60/40
Wholesale Auto Dealer from Home	Ronald Williams	\$85	60/40
Home Inspectors Course	Anthony Ruiz	\$350	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
College for Kids			
Basic Math (Grades 3/4)(Grades 5/6)	Mathnasium	\$98	60/40
Pre-Algebra/Algebra	Mathnasium	\$98	60/40
Musical Theater	Camelot Prep	\$89	\$40/hour
Dance Camp	OC Dance Production	\$110	60/40
All-In-One Sports Camp	Instructor TBA	\$140	60/40
Swim Lessons	Instructor TBA	\$48-\$150	50/50
Natural A's	Curtis Adney	\$49	60/40
Keyboarding For Kids	Nancy Haugen	\$79	\$40/hour
Computers For Kids	Nancy Haugen	\$79	\$40/hour
Website Design	Nancy Haugen	\$89	\$45/hour
Digital Photography for Kids/ Part I & II	Karen Moore	\$89	\$45/hour
Photoshop For Kids	Karen Moore	\$78	\$45/hour
Spanish for Kids	CALINK Institute	\$69	\$40/hour
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Engineering with Legos @	Play-Well	\$145	\$96/person
Androids, Cyborgs & Robots	Mad Science	\$120	\$80/person
Cosmic Voyagers	Mad Science	\$120	\$80/person
Science in Action	Mad Science	\$120	\$80/person
Mad Science Investigators	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
Reading Review (Grades2-5)	Courtney Depsky	\$84	\$35-\$40/hour
Writing Review (Grades 2-10)	Courtney Depsky/ Alpine Tutor	\$84	\$35-\$40/hour
Math Review (Grades 2-10)	Courtney Depsky/ Alpine Tutor	\$84	\$35-\$40/hour
Poetry (2-5)	Courtney Depsky	\$84	\$35-\$40/hour
Public Speaking (2-5)	Courtney Depsky	\$84	\$35-\$40/hour
English Composition & Writing Skills	Phyllis Neal	\$59	60/40
Research Writing/ National Parks	Phyllis Neal	\$59	60/40
Catapult Games	Jeffrey Schumeth	\$69	60/40
Rockets, Planes & Hot Air Balloons	Jeffrey Schumeth	\$69	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
Modeling for Girls & Teens	Tara Myer	\$59	60/40
Acting Fundamentals	Tara Myer	\$59	60/40
Leadership Development	Instructor TBA	\$59	\$40/hour
Chess	Jim Bullock	\$79	60/40
Art Camp-Cartoon Workshop	Young Rembrandts	\$99	60/40
Art Camp-Pastel Workshop	Young Rembrandts	\$99	60/40
Robotic Camps	Computer Explorers	\$99	\$75/person
Video Game Design/Movie Design	Freshi Films LLC	\$159	\$104/person

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
College for Kids Continued			
Comic Book Creators/ Mobile App Development	Freshi Films LLC	\$159	\$104/person
Lego/ Cartoon Flix	Incrediflix	\$159	\$96/person
Green Screen/ Creature Animation Flix	Incrediflix	\$159	\$96/person
Lego Night Out	Incrediflix	\$35	60/40
Mindstorm/ Minecraft Camp Legos ®	Bricks 4 Kids	\$150	\$100/person
Robotics/ Amusement Park Legos ®	Bricks 4 Kids	\$150	\$100/person
Beginning Horse Camp	Riding Academy of OC	\$350	\$300/person
Computers			
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
Introduction to Microsoft Windows	Dori Dumon	\$44	\$35-45/hour
Introduction To Photoshop	Dori Dumon	\$89	\$35-45/hour
Microsoft Word - Part I/ Part II	Don Dutton	\$89	\$35-45/hour
Introduction to MS Excel	Don Dutton	\$89	\$35-45/hour
Intermediate MS Excel	Don Dutton	\$89	\$35-45/hour
Improving PC Performance	Robert Cohen	\$29	60/40
FaceBook & Social Media Marketing	Robert Cohen	\$39	60/40
iPhones, iPads... and I'm Lost!	Robert Cohen	\$39	60/40
On-Line Courses	Education To Go	\$79-\$199	\$52-\$151
Dance			
Salsa	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larsen	\$59	60/40
Strictly Tango	John Potter	\$59	\$40/hour
East Coast Swing	John Potter	\$59	\$40/hour
Dance at Your Wedding	John Potter	\$59	\$40/hour
Health, Beauty & Fitness			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	Lindsey Klabacha	\$79	60/40
Kickboxing	Lindsey Klabacha	\$79	60/40
Indoor Soccer	Lisa Hermen	\$40	50/50
Lap Swim	Instructor TBA	\$79	\$35/hour
Water Aerobics	Instructor TBA	\$79	\$35/
Mindfulness for Healthy Eating	Mariana Miliaru	\$125	60/40
Head, Neck & Shoulder Massage	Barbara Sobel	\$39/\$69	60/40
Evening of Massage	Barbara Sobel	\$39/\$69	60/40
Juicing for Life	Dave & Barb Sobel	\$29	50/50
Total Fitness	Jeffrey Nolasco	\$30	\$40/hour
Yoga for Everybody	Bobby Glicksir	\$30	\$40/hour
Make-up Classes	Nina Greville	\$20	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Language			
Spanish	CALINK Institute	\$69	60/40
Fast Fun French	Katherine Watson	\$59	60/40
Italian	Alpine Tutoring	\$69	60/40
Medical Billing			
Medical Billing Series	KGP Consulting	\$139	60/40
Insurance Billing I	KGP Consulting	\$99	60/40
Insurance Billing II	KGP Consulting	\$69	60/40
Computerized Medical Billing	KGP Consulting	\$25	60/40
Start a Medical Insurance Billing Service	KGP Consulting	\$29	60/40
Billing for Worker's Comp & Personal Injury	KGP Consulting	\$69	60/40
Money Matters			
Master Your Investments	Jalon O'Connell	\$49	No Charge
Investment Bootcamp	Jalon O'Connell	\$29	No Charge
Retirement – How to Plan & Prepare	Charles Munoz	\$49/\$59	60/40
Build Your Financial Portfolio for \$25 a Month	Bobbie Christensen	\$39/\$59	60/40
Financial Independence & How to Attain It!	Bob Lindquist	\$29	60/40
Music			
Beginning Guitar	Ron Gorman	\$89	50/50
Intermediate Guitar	Ron Gorman	\$89	50/50
Personal Enrichment			
What Were You Born To Do	Curtis Adney	\$49	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Assertiveness Skills for Success	Nick Lazaris	\$29	60/40
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Divorce Options	Jan Mark Dudman	\$49	60/40
Real Estate			
How to Sell Residential Real Estate	Robert Lindquist	\$29	50/50
Special Interest			
Digital Photography	Julie Diebolt Price	\$59	60/40
Novice Photographer	Julie Diebolt Price	\$49	60/40
Introduction to Digital Photography	Julie Diebolt Price	\$149	60/40
Fly Fishing for Fun	Eric Christensen	\$39	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$50	60/40
CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
Sushi Made Easy	Barbara & Dave Sobel	\$29	60/40
Santa Ana Mountain Hiking Series	Joel Robinson	\$10	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Summer 2013

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Test Preparation			
SAT Preparation	Joel Sheldon & Jayne Munoz	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$59	50/50
Travel			
Hollywood Bowl/Josh Groban	Good Times Travel	\$86	\$72-\$78/person
Coronado By Land	Good Times Travel	\$89	\$72-\$83/person
Solvang Danish	Good Times Travel	\$59	\$53-\$42/person
Multi-Day Tours TBA	Good Times Travel	TBA	TBA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Proposed Curricula Revisions for the 2013 – 2014 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2012. It includes new courses, course revisions, course deletions, new programs, program revisions, program deletions, and other curricula changes that 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 Curriculum and Instruction 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 2013 – 2014 catalog.

Fiscal Impact:	None	Board Date:	March 11, 2013
Prepared by:	<i>LR</i> Linda Rose, Ed.D., Vice President of Academic Affairs, SAC		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: March 11, 2013
TO: Erlinda J. Martinez, Ed.D., President
FROM: Monica Porter, Chair of Curriculum and Instruction Council
RE: Approval of Proposed Revisions for the 2013 – 2014 Santa Ana College Catalog

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum & 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 Monica Porter. Membership includes 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:

NEW COURSES

One hundred and eighteen new courses were approved because of new and/or expanded programs or major changes in the discipline.

* (See Attachment #1)

REVISED COURSES

Seven hundred and four course revisions which were updated to reflect changes in title, units, hours, or content.

* (See Attachment #2)

DELETED COURSES

Two hundred and sixty-nine courses which were outdated and/or not offered at SAC were removed from the catalog.

* (See Attachment #3)

NEW PROGRAMS/CERTIFICATES

Five new programs were approved because of new and/or expanded programs or major changes in the discipline.

* (See Attachment #4)

REVISED PROGRAMS/CERTIFICATES

Eighty-four program revisions were updated to reflect changes in title, units, hours, or content.

* (See Attachment #5)

DELETED PROGRAMS/CERTIFICATES

Thirteen programs which had become outdated and/or not offered at SAC were removed from the catalog.

* (See Attachment #6)

POLICIES CHANGES

*(See Attachment #7)

*Listings are attached

NEW COURSES

1. Biology 111, Marine Biology
2. Biology 290, Biochemistry and Molecular Biology
3. Business Seminar 042, Facilitation Skills
4. Business Seminar 078A, Word – Beginning
5. Business Seminar 079A, Access-Beginning
6. Business Seminar 079B, Access-Intermediate
7. Business Seminar 080A, Excel-Beginning
8. Business Seminar 081A, PowerPoint-Beginning
9. Business Seminar 082A, Outlook-Beginning
10. Communications & Media Studies 123A, News Media Production
11. Communications & Media Studies 123B, Intermediate News Media Production
12. Communications & Media Studies 123C, Advanced Intermediate News Media Production
13. Communications & Media Studies 123D, Advanced News Media Production
14. Communications & Media Studies 160, Introduction to Photojournalism
15. Communications and Media Studies 210, Intermediate Reporting and Newswriting
16. Communications and Media Studies 298B, Intermediate Designing for Print and Digital Media
17. Computer Science 134D Microsoft Windows 8 Operating System
18. Computer Science 140 Discrete Structures for Computer Science
19. Computer Science 207A, Introduction to Business Intelligence Computer Science 207A, Introduction to Business Intelligence
20. Computer Science 207B, Business Intelligence and Data Warehouse Architecture
21. Computer Science 247D, Windows Server 2012
22. Criminal Justice Academies 010D, Explorer Training Academy
23. Criminal Justice Academies 055D, Sheriff Special Officer Academy
24. Dance 109A, Pilates Mat I
25. Dance 109B, Pilates Mat II
26. Dance 109C, Pilates Mat III
27. Dance 180, Professional Studio Practices
28. Dance 250A, Hip Hop Dance I
29. Dance 250B, Hip Hop Dance II
30. Dance 251, Hip Hop Dance III
31. Dance 260, Somatic Practices in Dance
32. Dance 261, Somatic Practices in Modern Dance
33. Dance 262, Somatic Practices in Ballet
34. Dance 263, Somatic Practices in Jazz Dance
35. Engineering 118, Plan Surveying
36. Engineering 119, Advanced Plane Surveying
37. English As a Second Language 098, Topics in ESL
38. Fire Academy 018A, Firefighter 1 Physical Ability Practice (Exam)
39. Fire Academy 018B, Beginning Fire Physical Ability Training
40. Fire Academy 018C, Intermediate Fire Physical Ability Training
41. Fire Academy 018D, Advanced Fire Physical Ability Training

42. Fire Technology 121L, Physical Fitness for Public Safety Personnel - Performance and Assessment
43. French 198, Topics in French
44. Kinesiology Activities 220B, Intermediate Basketball
45. Kinesiology Activities 220C, Advanced Basketball
46. Kinesiology Activities 260B, Soccer-Intermediate/Advanced
47. Kinesiology Activities 265B, Indoor Soccer- Intermediate/Advanced
48. Kinesiology Adapted Activities 202B, Intermediate Adapted Circuit Training
49. Kinesiology Adapted Activities 208B, Intermediate Adapted Aerobic Fitness
50. Kinesiology Adapted Activities 211B, Intermediate Adapted Aquatics
51. Kinesiology Aerobic Fitness 146, Stability Ball Training
52. Kinesiology Aerobic Fitness 146B, Intermediate Stability Ball Training
53. Kinesiology Aerobic Fitness 156B Intermediate Cardio Kickboxing
54. Kinesiology Fitness 101B, Personal Fitness Evaluation-Intermediate
55. Kinesiology Fitness 101C, Advanced Personal Fitness Evaluation
56. Kinesiology Fitness 108B, Intermediate Summer Circuit Training
57. Kinesiology Fitness 109B, Intermediate Circuit Training
58. Kinesiology Fitness 109C, Advanced Circuit Training
59. Kinesiology Fitness 110B, Intermediate Circuit Training
60. Kinesiology Fitness 110C, Advanced Circuit Training
61. Kinesiology Fitness 115B, Intermediate Cardiovascular Conditioning
62. Kinesiology Fitness 115C, Advanced Cardiovascular Conditioning
63. Kinesiology Fitness 116C, Advanced Summer Circuit Training
64. Kinesiology Fitness 120B, Intermediate Strength Lab
65. Kinesiology Fitness 120C, Advanced Strength Training
66. Kinesiology Fitness 126B, Upper Body Power Development-Intermediate
67. Kinesiology Fitness 126C, Upper Body Power Development-Advanced
68. Kinesiology Fitness 127B, Lower Body Power Development-Intermediate
69. Kinesiology Fitness 127C, Lower Body Power Development-Advanced
70. Kinesiology Fitness 147B, Intermediate Weight Training
71. Kinesiology Professional 203, Physiology of Cardiovascular Exercise
72. Kinesiology Professional 207, Physiology of Resistance Training
73. Mathematics 078, Math for Engineering I
74. Mathematics 167, Math for Engineering II
75. Music 009B, Music laboratory II
76. Music 009C, Music Laboratory III
77. Music 009D, Music Laboratory IV
78. Music 180A, String Methods
79. Music 180B, Intermediate String Methods
80. Music 268, Intermediate Keyboard Repertoire
81. Nursing-Registered 106A, Health Science Skills Laboratory- First Semester
82. Nursing-Registered 106B, Health Science Skills Laboratory- Second Semester
83. Nursing-Registered 106C, Health Science Skills Laboratory- First Year Refresher
84. Nursing-Registered 206A, Health Science Skills Laboratory- Third Semester
85. Nursing-Registered 206B, Health Science Skills Laboratory- Fourth Semester
86. Nursing-Registered 206C, Health Science Skills Laboratory- Second Year Transition
87. Paralegal 146, Tort Law and Alternative Dispute Resolution

88. Paralegal 150, Legal Transactions
89. Paralegal 297, The Professional Paralegal
90. Pharmacy Technology 056L, Pharmacy Technology Skills Lab
91. Pharmacy Technology 057L, Pharmacy Technology Skills Lab
92. Pharmacy Technology 060L, Pharmacy Technology Skills Lab
93. Pharmacy Technology 072L-1, Pharmacy Technology Skills Lab
94. Pharmacy Technology 072L-2, Pharmacy Technology Skills Lab
95. Pharmacy Technology 072L-3, Pharmacy Technology Skills Lab
96. Pharmacy Technology 084L, Pharmacy Technology Skills Lab
97. Reading 096, Individualized Reading Skills
98. Reading N96, Individualized Reading Skills
99. Spanish 198, Topics in Spanish
100. Television/Video Communications 132, Intermediate Broadcast News Workshop
101. Television/Video Communications 133, Advanced Broadcast News Workshop
102. Vietnamese 198, Topics in Vietnamese
103. Welding 025A, Intermediate Arc Welding, Level II
104. Welding 025B, Intermediate Arc Welding Level II
105. Welding 029A, Advanced Arc Welding Level II
106. Welding 029B, Advanced Arc Welding Level III
107. Welding 029C, Advanced Arc Welding Level III
108. Welding 029D, Advanced Arc Welding Level IV
109. Welding 039A, Inert Gas Welding Level II
110. Welding 039B, Inert Gas Welding Level III
111. Welding 039C, Inert Gas Welding Level III
112. Welding 040A, Welding Training Certification Level II
113. Welding 040B, Welding Training Certification Level III
114. Welding 040C, Welding Certification Training Level III
115. Welding 041B, Welding Certification Exam Preparation Level II
116. Welding 053, Math/Blue Print Reading for Welders

Continuing Education

117. Vocational Construction 610, Vocational Construction Technology Module I
118. Vocational Construction 620, Vocational Construction Technology Module II

REVISED COURSES

1. Accounting 104, Federal and California Taxes
2. Accounting 108, Tax Practices and Procedures
3. Accounting 113, Intermediate Income Taxes – Corporations
4. Accounting 114, Intermediate Income Taxes - Partnerships and LLCs
5. Accounting 124, Computerized Income Tax Preparation
6. Accounting 160, Accounting with Sage MAS Software
7. Accounting 161, Accounting with Sage MAS Software – Advanced
8. Anthropology 101, Introduction to Physical Anthropology
9. Anthropology 101L, Physical Anthropology Laboratory
10. Anthropology 104, Language and Culture
11. Anthropology 104H, Honors Language and Culture
12. Art 150, Primitive Pottery Techniques
13. Art 154, Ceramics Summer Workshop
14. Art 158, Ceramic Mural Project
15. Art 168, Digital Media: Portfolio and Business Strategies
16. Art 185, Fundamentals of Cartooning and Storyboarding
17. Art 191A, Digital Publishing with InDesign
18. Art 192A, Digital Illustration with Illustrator
19. Art 195, Introduction to Digital Media Arts
20. Art 196A, 3D Modeling Fundamentals
21. Art 197A, 3D Animation Fundamentals
22. Art 231, Intermediate Life Drawing
23. Art 232, Advanced Life Drawing
24. Art 233, Advanced Drawing
25. Art 240, Intermediate Watercolor
26. Art 241, Intermediate Painting
27. Art 242, Advanced Painting
28. Art 243, Portrait and Life Painting
29. Art 282, Jewelry II
30. Art 283, Jewelry III
31. Art 284, Introduction to Stone Setting-Jewelry
32. Art 285, Introduction to Enameling-Jewelry
33. Art 298, Art Practicum
34. Automotive Technology 002, Essentials
35. Automotive Technology 006, Automotive Maintenance
36. Automotive Technology 008, Oxyacetylene – Arc Welding
37. Automotive Technology 008, Oxyacetylene-Arc Welding
38. Automotive Technology 022, Electronics Fundamentals
39. Automotive Technology 024, Electrical Systems
40. Automotive Technology 025, A – 6 Alternative Course – Electrical Systems
41. Automotive Technology 025, A-6 Alternative Course--Electrical Systems
42. Automotive Technology 032, Tune – Up
43. Automotive Technology 033, A – 8 Alternative Course – Engine Performance
44. Automotive Technology 043, Automatic Transmission Service
45. Automotive Technology 044, Power Train Service

46. Automotive Technology 053, Brakes
47. Automotive Technology 054, Front Ends
48. Automotive Technology 062, Air Conditioning and Heating
49. Automotive Technology 076, Engine Repair
50. Automotive Technology 080, Computer Controls
51. Automotive Technology 081, Fuel Injection Systems
52. Automotive Technology 082, Automotive Computer Sensors
53. Automotive Technology 083, Automotive Lab Scopes
54. Automotive Technology 084, OBD – II
55. Automotive Technology 085, Basic Clean Air Car Course
56. Automotive Technology 086, Advanced Clean Air Car Course
57. Automotive Technology 087, L – 1 Alternative Course: Advanced Engine Performance
58. Biology 109, Fundamentals of Biology
59. Biology 109H, Honors Fundamentals of Biology
60. Biology 109L, Fundamentals of Biology Laboratory
61. Biology 127, Ecology
62. Biology 128, Natural History of the California Coast
63. Biology 129, Ecology of Southern California
64. Biology 131, Natural History of the Southwest
65. Biology 132, Natural History of Death Valley
66. Biology 133, Desert Biology
67. Biology 134, Natural History of the Sonoran/Colorado Desert
68. Biology 135, Natural History of the Mojave Desert
69. Biology 169, Natural History of the Sierra Nevadas
70. Biology 179, Plants of Orange County
71. Biology 211, Cellular and Molecular Biology
72. Biology 212, Animal Diversity and Ecology
73. Biology 214, Plant Diversity and Evolution
74. Biology 229, General Microbiology
75. Business 100, Fundamentals of Business
76. Business 103, Cooperative Work Experience-Occupational
77. Business 104, Cooperative Work Experience-General
78. Business 106, Culture and International Business - Kiss, Bow or Shake Hands
79. Business 110, Export Pricing, Quotations and Terms of Trade
80. Business 111, International Business Documentation – Beginning
81. Business 113, International Transportation
82. Business 114, International Documentation and Supply Chain Management
83. Business 120, Principles of Management
84. Business 121, Human Relations and Organizational Behavior
85. Business 125, Introduction to International Business
86. Business 127, Introduction to E-Commerce
87. Business 141, The Globalization of Marketing
88. Business 142, International Market Research and Planning
89. Business 143, Packaging, Pricing and Promoting Products/Services for Export
90. Business 145, Channels of Distribution in International Markets
91. Business 147, International Commercial Agreements and Distribution Law
92. Business 148, International Intellectual Property Law

93. Business 149, The Law of Global Commerce
94. Business 150, Introduction to Information Systems and Applications
95. Business 163, International Methods of Payment and Letters of Credit
96. Business 164, Alternative Financing Techniques for International Trade
97. Business 165, International Trade Finance and Insurance
98. Business 166, Financing an Import/Export Business
99. Business 170 Principles of Small Business Management
100. Business 222, Business Writing
101. Business Applications 034, Machine Calculation
102. Business Applications 035, Computer Fundamentals
103. Business Applications 036, Data Entry
104. Business Applications 049, Introduction to Microsoft Access
105. Business Applications 066, Microsoft Outlook
106. Business Applications 110A, Computer Keyboarding Skills I
107. Business Applications 110B, Computer Keyboarding Skills II
108. Business Applications 115A, Computer Keyboarding Speed and Accuracy Development I
109. Business Applications 115B, Computer Keyboarding Speed and Accuracy Development II
110. Business Applications 125, Microsoft Word Basics
111. Business Applications 147, Introduction to Windows
112. Business Applications 148, Advanced Windows
113. Business Applications 150, Introduction to Geographic Information Systems
114. Business Applications 151, Intermediate Geographic Information Systems
115. Business Applications 160, Microsoft Publisher
116. Business Applications 163, Adobe Acrobat
117. Business Applications 164, Introduction to Adobe Photoshop
118. Business Applications 166, Adobe Illustrator
119. Business Applications 167, Adobe Photoshop Applications
120. Business Applications 169, Adobe Dreamweaver
121. Business Applications 170, Adobe InDesign
122. Business Applications 173, Adobe Flash
123. Business Applications 174, Creating Web Pages with Dreamweaver and Flash
124. Business Applications 176, Microsoft Expression Web
125. Business Applications 179, Introduction to Microsoft Office
126. Business Applications 180, Advanced Microsoft Office
127. Business Applications 183, Microsoft Word
128. Business Applications 184, Advanced Microsoft Word for the Workplace
129. Business Applications 185, Real World Microsoft Office Projects
130. Business Applications 187, Graphics and Scanning
131. Business Applications 188, Microsoft Excel
132. Business Applications 189, Excel Application Projects
133. Business Applications 190, Microsoft PowerPoint
134. Business Applications 191, PowerPoint-Application Projects
135. Business Applications 192, Introduction to Microsoft Project
136. Business180, Finding and Evaluating Products for Import
137. Business182, Classifying Imports and Clearing US Customs

138. Chemistry 115, Concepts in Physical Sciences for Educators
139. Chemistry 229, General Chemistry and Qualitative Analysis
140. Communication Studies 107, Communication for the Health Care Professional
141. Communication Studies 151, Voice and Diction for Effective Communication
142. Communications & Media Studies 103, Introduction to Visual Communications
143. Communications & Media Studies 123A, News Media Production
144. Communications and Media Studies 121, Introduction to Reporting and Newswriting
145. Communications and Media Studies 298A, Designing for Print and Digital Media
146. Computer Science 100, The Computer and Society
147. Computer Science 104, Cooperative Work Experience Education-Occupational
148. Computer Science 105, Visual BASIC Programming
149. Computer Science 112, Java Programming
150. Computer Science 117, Perl Programming and CGI
151. Computer Science 118, JavaScript Programming
152. Computer Science 120, Introduction to Programming
153. Computer Science 121, Programming Concepts
154. Computer Science 125, Help Desk Skills
155. Computer Science 129, Introduction to Computer Organization
156. Computer Science 129, Introduction to Computer Organization
157. Computer Science 131, Data Structures Concepts
158. Computer Science 139, Configuration and Administration of Local Area Networks
159. Computer Science 142, Advanced Unix
160. Computer Science 152, HTML
161. Computer Science 163, Microsoft Excel
162. Computer Science 167, Microsoft Access
163. Computer Science 168, Advanced Microsoft Access
164. Computer Science 169, Structured Query Language (SQL)
165. Computer Science 170, Introduction to Oracle
166. Computer Science 173, Introduction to Networking Technology
167. Computer Science 205, Advanced Visual Basic
168. Computer Science 206, Visual Basic for Web Development
169. Computer Science 213, C# Programming
170. Computer Science 214, XML Programming
171. Computer Science 243, UNIX System Programming
172. Computer Science 244, Microsoft Exchange Server
173. Computer Science 247B, Windows Server 2008
174. Computer Science 247C, Windows Small Business Server (SBS)2011-Standard
175. Computer Science 248, Microsoft SQL Server
176. Computer Science 249, Microsoft Internet Information Server (IIS)
177. Counseling 106, Inquiries Into Higher Education
178. Counseling 107, The Freshman Experience
179. Counseling 110, University Transfer Research
180. Counseling 111, Learning Skills Development
181. Counseling 114, Careers in Teaching
182. Counseling 124, College Success and Personal Growth
183. Counseling 125, Exploring Leadership
184. Counseling 150, Introduction to Human Services

185. Counseling 155, Skills for the Helping Professions
186. Counseling 198, Topics
187. Counseling N45, Orientation to College
188. Counseling N98, Topics
189. Criminal Justice 105, Legal Aspects of Evidence
190. Criminal Justice 111B, Supervised Internship Work Experience
191. Criminal Justice Academies 008B, Corrections Supplemental Core Course
192. Criminal Justice Academies 009B, Fitness for Law Enforcement
193. Criminal Justice Academies 010, Pre-Employment Preparation for Law Enforcement
194. Criminal Justice Academies 021, P.C. 832, Laws of Arrest
195. Criminal Justice Academies 026A, Training Academy Preparation
196. Criminal Justice Academies 059, Supervision
197. Criminal Justice Academies 066, Basic Course Requalification
198. Criminal Justice Academies 088, Campus Law Enforcement Update
199. Culinary Arts 062, Basic Techniques of Cooking
200. Culinary Arts 066, Baking
201. Culinary Arts 070, Beverage Service
202. Culinary Arts 100, Introduction to Culinary Arts and Hospitality
203. Culinary Arts 145, Foods Presentation Pantry/Garde Manger
204. Dance 109A, Pilates Mat I
205. Dance 110, Beginning Mexican Folk Dance
206. Dance 111, Intermediate Mexican Folk Dance
207. Dance 112, Ethnic Dance
208. Dance 113A, Flamenco Dance I
209. Dance 113B, Flamenco Dance II
210. Dance 117, Introduction to Middle Eastern Dance
211. Dance 118, Introduction to Caribbean and Latin Dance Styles
212. Dance 122, Commercial Contemporary Dance
213. Dance 123, Introduction to Salsa Dance
214. Dance 124, Intermediate Salsa Dance
215. Dance 130, Dance Improvisation
216. Dance 132, Dance Stretch
217. Dance 140, Dance Repertory Workshop
218. Dance 204A, Dance Production
219. Dance 204B, Dance Production
220. Dance 206A, Modern Dance I
221. Dance 206B, Modern Dance II
222. Dance 209, Modern Dance III
223. Dance 210, Modern Dance IV
224. Dance 213, Ballet III
225. Dance 214, Ballet IV
226. Dance 219A, Jazz Dance I
227. Dance 219B, Jazz Dance II
228. Dance 232, Partnering
229. Dance 270, Dance Internship
230. Dance 296, Special Studies in Modern Dance
231. Dance 297, Special Studies in Jazz Dance

232. Dance 298, Special Studies in Dance
233. Diesel 008, Oxyacetylene – Arc Welding
234. Diesel 009, Chassis Overhaul
235. Diesel 013, Allison Transmission Service
236. Diesel 015, Introduction to Heavy Duty Mobile Hydraulics
237. Diesel 021, Mid – Range Diesel Engine Service
238. Diesel 022, Electronics Fundamentals
239. Diesel 024, Electrical Systems
240. Diesel 025, Diesel and Heavy Duty Vehicle Engine Overhaul
241. Diesel 032, Diesel Fuel Injection Systems Service
242. Diesel 040, Diesel Electrical Systems
243. Diesel 050, Transport Refrigeration
244. Diesel 051, Thermo King Truck & Trailer Unit Service
245. Diesel 055, Marine Container Refrigeration
246. Diesel 062, Air Conditioning and Heating
247. Diesel 068, Transit Vehicle Engines
248. Diesel 069, Paratransit Driver Training
249. Diesel 070, Bus Driver Training
250. Diesel 071, Introduction to Coach Operations
251. Diesel 072, Transit Vehicle Electrical Systems
252. Diesel 073, Transit Vehicle Air Systems
253. Diesel 075, Transit Vehicle Automatic Transmissions
254. Diesel 077, Transit Vehicle Heating, Ventilation, Air Conditioning
255. Diesel 078, Transit Vehicle Drive Train Suspension
256. Diesel 079, Transit Vehicle Wheelchair Lifts
257. Diesel 080, Transit Vehicle Air Brake Systems
258. Diesel 095, Diesel Lab Experience
259. Education 100, Introduction to Education
260. Emergency Medical Technician 101, Emergency Medical Technician
261. Emergency Medical Technician 105, Clinical EMT Skills
262. Engineering 011, Basic Mechanical Blueprint Reading
263. Engineering 012, AEC Blueprint Reading
264. Engineering 027, Electronic Drafting
265. Engineering 051, Basic Technical Drawing
266. Engineering 100A, Introduction to Engineering
267. Engineering 100B, Introduction to Architecture/Civil Engineering/Construction (AEC)
268. Engineering 103, Solidworks Basic Solid Modeling
269. Engineering 104, Solidworks Intermediate Solid Modeling
270. Engineering 105, Solidworks Advanced Solid Modeling
271. Engineering 110, Advanced CAD Applications
272. Engineering 112, Society and the Built Environment
273. Engineering 114, Geometric Dimensioning and Tolerancing
274. Engineering 115, Cooperative Work Experience Education-Occupational
275. Engineering 122, Engineering Drawing
276. Engineering 124, Advanced Drawing
277. Engineering 125, Engineering Graphics
278. Engineering 130A, CATIA Solid Modeling I

279. Engineering 130B, CATIA Solid Modeling II
280. Engineering 132, Introduction to Robotics
281. Engineering 140A, ProEngineer Solid Modeling I
282. Engineering 140B, ProEngineer Solid Modeling II
283. Engineering 142, Architecture/Civil Engineering/Construction (AEC) Drafting Standards
284. Engineering 154, Architecture/Civil Engineering/Construction (AEC) Parametric and BIM Applications
285. Engineering 165, Introduction to Energy
286. Engineering 175, Introduction to Energy Analysis
287. Engineering 183, AutoCAD I - Computer Aided Drafting
288. Engineering 184, AutoCAD II - Computer Aided Drafting
289. Engineering 185, AutoCAD III - Computer Aided Drafting
290. Engineering 186, AutoCAD 3-Dimensional Drawing
291. Engineering 187, Advanced 3-D AutoCAD
292. Engineering 188, Machine Technology Survey
293. Engineering 191, Civil CAD Concepts
294. Engineering 201, Architectural Practice
295. Engineering 228, Descriptive Geometry
296. Engineering 235, Statics
297. Engineering 240, Dynamics
298. Engineering 250, Electric Circuits
299. Engineering 250L, Electric Circuits Laboratory
300. Engineering 281, Properties of Engineering Materials
301. English 061, Introduction to Composition
302. English 098, Topics in English
303. English 104, Language and Culture
304. English 104H, Honors Language and Culture
305. English 206, Introduction to Language Structure and Use
306. English 211, Creative Writing I/Fiction
307. English 212, Creative Writing II/Fiction
308. English 214, Creative Writing I/Poetry
309. English 215, Creative Writing II/Poetry
310. English 220, Survey of the Bible as Literature
311. English 231, Survey of English Literature
312. English 232, Survey of English Literature
313. English 233A, Shakespeare's Comedies and Romances
314. English 233B, Shakespeare's Tragedies and History Plays
315. English 233C, Shakespeare's Theatre
316. English 233D, Shakespeare's Theatre
317. English 246, Survey of Chicano Literature
318. English 270, Children's Literature
319. English 271, Survey of World Literature
320. English 272, Survey of World Literature
321. English 278, Survey of Literature by Women
322. English As a Second Language N49, Reading, Writing, and Grammar I
323. English for Multilingual Students 055, Writing, Grammar and Reading I
324. English for Multilingual Students 107, Writing, Grammar and Reading II

325. English for Multilingual Students 109, Writing, Grammar and Reading III
326. English for Multilingual Students 110, Introduction to the Essay
327. English for Multilingual Students 112, Advanced Composition
328. English N60, Basics of Effective Writing
329. Entrepreneurship 100, Introduction to Innovation and Entrepreneurship
330. Entrepreneurship 101, Entrepreneurs and Success
331. Entrepreneurship 102, Entrepreneurial Ideas and Creativity
332. Entrepreneurship 104, Business Models
333. Entrepreneurship 105, Social Media, Bootstrapping, and Market Validation
334. Entrepreneurship 106, Building an Entrepreneurial Team
335. Entrepreneurship 107, Money, Finance and Accounting for Entrepreneurs
336. Entrepreneurship 108, Business Plans for Entrepreneurs
337. Entrepreneurship 109, Powerful Presentations
338. Entrepreneurship 110, Capstone Business Simulations
339. Entrepreneurship 111, Capstone Entrepreneurial Case Studies
340. Fashion Design Merchandising 109, Flat Pattern Techniques
341. Fashion Design Merchandising 112, Advanced Flat Pattern Making
342. Fire Academy 007, Orientation and Physical Fitness
343. Fire Academy 008, Firefighter I Physical Ability Examination
344. Fire Academy 008A, Firefighter I Physical Ability Practice
345. Fire Academy 008B, Beginning Physical Ability Training
346. Fire Academy 008C, Intermediate Physical Ability Training
347. Fire Academy 008D, Advanced Physical Ability Training
348. Fire Academy 017, Physical Ability Instructor
349. Fire Academy 035, Confined Space Rescue: Operational
350. Fire Academy 041A, Reserve Firefighter Academy
351. Fire Academy 060, Basic Fire Academy
352. Fire Academy 062, Basic Incident Command Systems
353. Fire Academy 080B, S – 190 Introduction to Wildland Fire Behavior
354. Fire Academy 200, Fire Public Education Officer I
355. Fire Academy 232C, Fire Prevention 2C: Special Hazard Occupancies
356. Fire Academy 233A, Fire Prevention 3A
357. Fire Academy 241A, Training Instructor IA
358. Fire Academy 241B, Training Instructor IB
359. Fire Officer Training 008A, S-339 Division/Group Supervisor All Risk
360. Fire Officer Training 008C, S-244 Field Observer
361. Fire Officer Training 008E, S-445 Training Specialist
362. Fire Officer Training 012, Ethical Leadership
363. Fire Officer Training 079, S-404 Safety Officer
364. Fire Officer Training 079B, S-231 Engine Boss
365. Fire Technology 121, Physical Fitness for Public Safety Personnel
366. French 101, Elementary French I
367. French 102, Elementary French II
368. French 198, Topics in French
369. Geography 102, Cultural Geography
370. History 146, African American History from 1863 to the Present
371. Human Development 102, Exploring Parenting

372. Human Development 107, Child Growth and Development (DS1)
373. Human Development 108A, Observation and Assessment for Early Learning and Development
374. Human Development 111A, Principles and Practices of Teaching Young Children
375. Human Development 111B, Introduction to Curriculum for Young Children
376. Human Development 112, Health, Safety and Nutrition for Children
377. Human Development 205, Exceptionality and Special Needs in Human Development
378. Human Development 208, Working with Families of Children with Special Needs
379. Human Development 214, Creative Art Experiences for Children
380. Human Development 220, The Child as Victim
381. Human Development 231, Developing Language and Literacy in Young Children
382. Interdisciplinary Studies 121, Humanities Through the Arts
383. Japanese 101, Elementary Japanese I
384. Japanese 102, Elementary Japanese II
385. Japanese 198, Topics in Japanese
386. Kinesiology Activities 107, Badminton (0.5 unit)
387. Kinesiology Activities 107, Badminton (1 unit)
388. Kinesiology Activities 107A, Beginning Badminton (1 unit)
389. Kinesiology Activities 123, Personal Fitness Training
390. Kinesiology Activities 130, Golf
391. Kinesiology Activities 132, Golf-Playing Lesson
392. Kinesiology Activities 140, Karate (0.5 unit)
393. Kinesiology Activities 140, Karate (1 unit)
394. Kinesiology Activities 150, Hatha Yoga (0.5 unit)
395. Kinesiology Activities 150, Hatha Yoga (1 unit)
396. Kinesiology Activities 155, Self-Defense (0.5 unit)
397. Kinesiology Activities 155, Self-Defense (1 unit)
398. Kinesiology Activities 160, Tennis (0.5 units)
399. Kinesiology Activities 160, Tennis (1 unit)
400. Kinesiology Activities 170, Yoga (0.5 units)
401. Kinesiology Activities 170, Yoga (1 unit)
402. Kinesiology Activities 180, Tai Chi
403. Kinesiology Activities 185, Aikido (0.5 unit)
404. Kinesiology Activities 185, Aikido (1 unit)
405. Kinesiology Activities 200, Intramural Sports- Basketball
406. Kinesiology Activities 211, Baseball - Off Season
407. Kinesiology Activities 220A, Beginning Basketball
408. Kinesiology Activities 226, Water Polo
409. Kinesiology Activities 235, Speed and Agility (0.5 units)
410. Kinesiology Activities 235, Speed and Agility (1 unit)
411. Kinesiology Activities 236, Advanced Baseball Game Skills
412. Kinesiology Activities 260, Soccer
413. Kinesiology Activities 260A, Soccer - Beginning/Intermediate
414. Kinesiology Activities 265, Indoor Soccer
415. Kinesiology Activities 265A, Indoor Soccer - Beginning/Intermediate
416. Kinesiology Activities 290, Volleyball (0.5 units)
417. Kinesiology Activities 290, Volleyball (1 unit)

- 418. Kinesiology Activities 292, Advanced Volleyball-Women
- 419. Kinesiology Adapted Activities 201, Adapted Swimming
- 420. Kinesiology Adapted Activities 202, Adapted Circuit Training (0.5 unit)
- 421. Kinesiology Adapted Activities 202, Adapted Circuit Training (1 unit)
- 422. Kinesiology Adapted Activities 202A, Beginning Adapted Circuit Training
- 423. Kinesiology Adapted Activities 205, Adapted Badminton
- 424. Kinesiology Adapted Activities 208, Adapted Aerobic Fitness (0.5 unit)
- 425. Kinesiology Adapted Activities 208, Adapted Aerobic Fitness (1 unit)
- 426. Kinesiology Adapted Activities 208A, Beginning Adapted Aerobic Fitness
- 427. Kinesiology Adapted Activities 211, Adapted Aquatics
- 428. Kinesiology Adapted Activities 211A, Beginning Adapted Aquatics
- 429. Kinesiology Aerobic Fitness 140, Walking/Jogging for Fitness (0.5 unit)
- 430. Kinesiology Aerobic Fitness 140, Walking/Jogging for Fitness (1 unit)
- 431. Kinesiology Aerobic Fitness 143, Extreme Fitness (0.5 unit)
- 432. Kinesiology Aerobic Fitness 143, Extreme Fitness (1 unit)
- 433. Kinesiology Aerobic Fitness 144, Cross Training (0.5 unit)
- 434. Kinesiology Aerobic Fitness 144, Cross Training (1 unit)
- 435. Kinesiology Aerobic Fitness 146, Stability Ball Training (0.5 unit)
- 436. Kinesiology Aerobic Fitness 146A, Beginning Stability Ball
- 437. Kinesiology Aerobic Fitness 150, Stretch, Flex and Tone (0.5 unit)
- 438. Kinesiology Aerobic Fitness 150, Stretch, Flex and Tone (1 unit)
- 439. Kinesiology Aerobic Fitness 156, Cardio Kickboxing (0.5 unit)
- 440. Kinesiology Aerobic Fitness 156A, Beginning Cardio Kickboxing (1 unit)
- 441. Kinesiology Aerobic Fitness 157, Cardio Pump (0.5 unit)
- 442. Kinesiology Aerobic Fitness 157, Cardio Pump (1 unit)
- 443. Kinesiology Aerobic Fitness 158, Step Aerobics (0.5 unit)
- 444. Kinesiology Aerobic Fitness 158, Step Aerobics (1 unit)
- 445. Kinesiology Aerobic Fitness 160, Aqua Aerobics (0.5 unit)
- 446. Kinesiology Aerobic Fitness 160, Aqua Aerobics (1 unit)
- 447. Kinesiology Aquatics 201, Swimming
- 448. Kinesiology Aquatics 204, Lifesaving
- 449. Kinesiology Aquatics 206, Lap Swimming
- 450. Kinesiology Fitness 100, Personal Fitness Evaluation
- 451. Kinesiology Fitness 101A, Personal Fitness Evaluation-Beginning (1 unit)
- 452. Kinesiology Fitness 102, Personal Fitness Evaluation
- 453. Kinesiology Fitness 108A, Beginning Summer Circuit Training (0.5 unit)
- 454. Kinesiology Fitness 109A, Beginning Circuit Training (0.5 unit)
- 455. Kinesiology Fitness 110A, Beginning Circuit Training (1 unit)
- 456. Kinesiology Fitness 115A, Beginning Cardiovascular Conditioning
- 457. Kinesiology Fitness 116A, Beginning Summer Circuit Training
- 458. Kinesiology Fitness 119, Strength Lab
- 459. Kinesiology Fitness 120A, Beginning Strength Lab
- 460. Kinesiology Fitness 124, Conditioning for Athletes – Men (0.5 unit)
- 461. Kinesiology Fitness 126A, Upper Body Power Development-Beginning
- 462. Kinesiology Fitness 127A, Lower Body Power Development-Beginning
- 463. Kinesiology Fitness 147A, Beginning Weight Training
- 464. Kinesiology Health Education 105, First Aid and Personal Safety

- 465. Kinesiology Health Education 107, Cardiopulmonary Resuscitation
- 466. Kinesiology Intercollegiate Athletics 103, Performance Evaluation for Athletes
- 467. Kinesiology Intercollegiate Athletics 124, Conditioning for Athletes-Men
- 468. Kinesiology Intercollegiate Athletics 125, Conditioning for Football
- 469. Kinesiology Intercollegiate Athletics 128, Conditioning for Athletes-Women
- 470. Kinesiology Intercollegiate Athletics 133, Off Season Swimming
- 471. Kinesiology Intercollegiate Athletics 134, Golf-Playing Lesson - Off Season
- 472. Kinesiology Intercollegiate Athletics 141, Women's Tennis Off-Season Activities
- 473. Kinesiology Intercollegiate Athletics 171, Wrestling - Off-Season
- 474. Kinesiology Intercollegiate Athletics 201, Baseball Men
- 475. Kinesiology Intercollegiate Athletics 202, Basketball-Men
- 476. Kinesiology Intercollegiate Athletics 204, Football-Men
- 477. Kinesiology Intercollegiate Athletics 207, Basketball Off Season
- 478. Kinesiology Intercollegiate Athletics 210, Baseball
- 479. Kinesiology Intercollegiate Athletics 213, Volleyball-Women
- 480. Kinesiology Intercollegiate Athletics 216, Soccer-Men
- 481. Kinesiology Intercollegiate Athletics 227, Off Season Waterpolo
- 482. Kinesiology Intercollegiate Athletics 231, Football Camp
- 483. Kinesiology Intercollegiate Athletics 232, Football
- 484. Kinesiology Intercollegiate Athletics 240, Advanced Basketball Skills-Men
- 485. Kinesiology Intercollegiate Athletics 245, Advanced Basketball Skills-Women
- 486. Kinesiology Intercollegiate Athletics 261, Soccer-Women
- 487. Kinesiology Intercollegiate Athletics 262, Soccer-Men
- 488. Kinesiology Intercollegiate Athletics 270, Softball (0.5 unit)
- 489. Kinesiology Intercollegiate Athletics 270, Softball (1 unit)
- 490. Kinesiology Intercollegiate Athletics 271, Softball - Off Season
- 491. Kinesiology Intercollegiate Athletics 281, Track and Field - Off Season
- 492. Kinesiology Intercollegiate Athletics 291, Volleyball - Off Season
- 493. Kinesiology Professional 101, Introduction to Kinesiology
- 494. Kinesiology Professional 175, Theory of Football
- 495. Kinesiology Professional 200, Theory of Baseball
- 496. Management 120, Principles of Management
- 497. Management 121, Human Relations and Organizational Behavior
- 498. Management 122, Business Communications
- 499. Management 125, Organizational Leadership
- 500. Management 135, Human Resource Management
- 501. Manufacturing Technology 011, Basic Mechanical Blueprint Reading
- 502. Manufacturing Technology 073, Mastercam - 2D Geometry, 2D Toolpaths
- 503. Manufacturing Technology 074, CNC Milling Center Set Up and Operation
- 504. Manufacturing Technology 075, Mastercam - 3D Geometry, 3D Surfaces
- 505. Manufacturing Technology 076, CNC Turning Center Set Up and Operation
- 506. Manufacturing Technology 078, Mastercam Lathe
- 507. Manufacturing Technology 084, Advanced CNC Mill Set Up and Operation
- 508. Manufacturing Technology 086, Advanced CNC Lathe Programming, Setup and Operation
- 509. Manufacturing Technology 094, CNC Horizontal Mill Setup and Operation
- 510. Manufacturing Technology 103, Solidworks Basic Solid Modeling

- 511. Manufacturing Technology 104, Solidworks Intermediate Solid Modeling
- 512. Manufacturing Technology 105, Solidworks Advanced Solid Modeling
- 513. Manufacturing Technology 106, Solidworks Drawings
- 514. Manufacturing Technology 114, Geometric Dimensioning and Tolerancing
- 515. Manufacturing Technology 130A, CATIA Solid Modeling I
- 516. Manufacturing Technology 130B, CATIA Solid Modeling II
- 517. Manufacturing Technology 188, Machine Technology Survey
- 518. Marketing 113, Principles of Marketing
- 519. Marketing 120, Understanding Consumer Behavior – Getting them to Buy, Buy, Buy
- 520. Marketing 121, Negotiating - Getting to a Win-Win
- 521. Marketing 122, Sales Strategies that Build Business Relationships & Increase Sales
- 522. Marketing 123, Marketing and Technology - Trends and Cutting Edges
- 523. Marketing 124, Cause Marketing and Public Relations - Doing Well by Doing Good
- 524. Marketing 125, Advertising & Promotion – Get the Word Out & Keep your Customers Buying
- 525. Marketing 126, Distributing Products & Services – Reaching Customers Where They Shop
- 526. Mathematics 140, College Algebra
- 527. Mathematics 204, Mathematical Concepts for Elementary School Teachers
- 528. Mathematics N06, Essential Mathematics
- 529. Mathematics N47A, Pre-Algebra/Algebra Essentials A
- 530. Mathematics N47B, Pre-Algebra/Algebra Essentials B
- 531. Mathematics N48, Pre-Algebra/Algebra Basics
- 532. Medical Assistant 055, Medical Assistant - Clinical Back Office
- 533. Medical Assistant 001, Cooperative Work Experience Education – Occupational
- 534. Medical Assistant 020, Bloodborne and Airborne Pathogen Standards
- 535. Medical Assistant 051A, Beginning Medical Terminology
- 536. Medical Assistant 051B, Advanced Medical Terminology
- 537. Medical Assistant 053, Medical Assistant - Administrative Front Office
- 538. Medical Assistant 054, Medical Insurance and Billing Forms
- 539. Medical Assistant 056, Computer Applications for the Medical Office
- 540. Medical Assistant 098, Topic Course
- 541. Music 009A, Music Laboratory
- 542. Music 101H, Honors Music Appreciation
- 543. Music 102, World Music
- 544. Music 102H, Honors World Music
- 545. Music 103, Jazz in America
- 546. Music 110, Fundamentals of Music
- 547. Music 111, Basic Music Theory and Musicianship I
- 548. Music 112, Music Theory and Musicianship II
- 549. Music 140, Instrumental Methods for Winds and Percussion
- 550. Music 144, Projects in Electronic Music
- 551. Music 146, Digital Recording Studio Techniques I
- 552. Music 147, Digital Recording Studio Techniques II
- 553. Music 148, Digital Music Synchronization to Multimedia
- 554. Music 151, Commercial Music Theory
- 555. Music 162, Class Piano II

- 556. Music 162, Class Piano II
- 557. Music 168, Stylistic Interpretation of Piano Repertoire
- 558. Music 169, Harmonization at the Keyboard
- 559. Music 179, Technique Studies for Pianists
- 560. Music 180A, String Methods
- 561. Music 188, Advanced Classical Guitar Technique and Repertoire
- 562. Music 211, Music History and Literature
- 563. Music 213, Theory 3
- 564. Music 218, Music Notation Using Finale Software
- 565. Nutrition & Food 062, Basic Techniques of Cooking
- 566. Occupational Therapy Assistant 100, Terminology and Documentation for the O.T.A.
- 567. Occupational Therapy Assistant 101L, Exploration of Occupation Through Activity
- 568. Occupational Therapy Assistant 111, Applied Kinesiology
- 569. Occupational Therapy Assistant 202, Level II Fieldwork – Part I
- 570. Paralegal 100, The Paralegal Profession
- 571. Paralegal 101, Law Office Management
- 572. Paralegal 120, Computers in the Law Office
- 573. Paralegal 121, Ethics and Professional Responsibility
- 574. Paralegal 147, International Commercial Agreements and Distribution Law
- 575. Paralegal 148, International Intellectual Property Law
- 576. Paralegal 149, The Law of Global Commerce
- 577. Paralegal 297, The Professional Paralegal
- 578. Pharmacy Technology 048, Introduction to Pharmacy Technology
- 579. Pharmacy Technology 051, Body Systems I
- 580. Pharmacy Technology 052, Body Systems II
- 581. Pharmacy Technology 054, Pharmacy Calculations
- 582. Pharmacy Technology 056, Pharmacy Operations
- 583. Pharmacy Technology 057, Inpatient Pharmacy Services
- 584. Pharmacy Technology 060, Sterile Products
- 585. Pharmacy Technology 064, New Drug Update
- 586. Pharmacy Technology 072, Pharmacy Technology Externship
- 587. Pharmacy Technology 080, Pharmacy Calculations Review
- 588. Photography 180, Beginning Photography
- 589. Photography 185A, Landscape Photography
- 590. Photography 190, Introduction to Digital Photography
- 591. Photography 191, Commercial Studio Practices
- 592. Photography 194, Digital Workflow
- 593. Photography 196, Commercial Photography
- 594. Photography 197, Intermediate Commercial Photography
- 595. Photography 292, Portrait Photography
- 596. Physics 279, College Physics I
- 597. Political Science 200, American Political Thought
- 598. Political Science 200H, Honors American Political Thought
- 599. Political Science 201, Introduction to Comparative Politics
- 600. Political Science 220, International Politics
- 601. Psychology 140, Introduction to Psychology of Adulthood and Aging
- 602. Psychology 157, Introduction to Child Psychology

- 603. Reading 098, Topics in Reading
- 604. Reading 150, Critical Reading
- 605. Reading N49, Reading for Non-Native Speakers of English
- 606. Reading N80, Fundamentals of Reading
- 607. Reading N90, College Reading
- 608. Sign Language 112, American Sign Language III
- 609. Sign Language 113, Introduction to Interpreting for the Deaf
- 610. Sign Language 116, Perspective on Deafness
- 611. Sociology 100, Introduction to Sociology
- 612. Sociology 100H, Honors Introduction to Sociology
- 613. Spanish 195A, Advanced Conversational Spanish
- 614. Spanish 195B, Advanced Conversational Spanish
- 615. Spanish N51, Spanish for Public Personnel
- 616. Special Services N44, Reading Development for the Deaf
- 617. Special Services N50A, English for the Deaf and Hard of Hearing
- 618. Special Services N50B, English for the Deaf and Hard of Hearing
- 619. Special Services N83, Career Exploration
- 620. Special Services N92, Assistive Computer Technology Instruction
- 621. Speech Language Pathology Asst 160, Introduction to Communicative Disorders and Treatment
- 622. Study Skills 109, College Learning Skills
- 623. Television/Video Communications 115B, Advanced Single-Camera Production and Editing
- 624. Television/Video Communications 131, Beginning Broadcast News Workshop
- 625. Television/Video Communications 142, Acting for Television and Film
- 626. Television/Video Communications 150, Producing and Directing for Television
- 627. Television/Video Communications 181, 3D Modeling
- 628. Television/Video Communications 185, 3D Animation
- 629. Theatre Arts 100, Introduction to Theatre
- 630. Theatre Arts 110, Acting Fundamentals
- 631. Theatre Arts 111, Intermediate Acting
- 632. Theatre Arts 113, Acting for Television and Film
- 633. Theatre Arts 118, Fundamentals of Scene Study
- 634. Theatre Arts 132, Stage Makeup
- 635. Theatre Arts 133, Stage Lighting
- 636. Theatre Arts 153, Introduction to Directing
- 637. Theatre Arts 165, Introduction to Intelligent Lighting
- 638. Theatre Arts 166A, Intermediate Programming
- 639. Theatre Arts 167, Setup for Intelligent Lighting
- 640. Theatre Arts 168A, Computer Applications for Entertainment Lighting
- 641. TV/Video Communications 101, TV and Society: A Visual History
- 642. TV/Video Communications 105H, Honors Mass Media and Society
- 643. Vietnamese 198, Topics in Vietnamese
- 644. Welding 008, Oxyacetylene – Arc Welding
- 645. Welding 020, Welding Laboratory
- 646. Welding 025A, Intermediate Arc Welding Level I
- 647. Welding 029, Advanced Arc Welding

- 648. Welding 029A, Advanced Arc Welding Level I
- 649. Welding 039A, Inert Gas Welding Level I
- 650. Welding 040A, Welding Training Certification Level I
- 651. Welding 041, Welding Certification Exam Preparation
- 652. Welding 041A, Welding Certification Exam Preparation Level I
- 653. Vietnamese 101, Elementary Vietnamese I
- 654. Vietnamese 102, Elementary Vietnamese II
- 655. Women's Studies 101, Introduction to Women's Studies
- 656. Women's Studies 102, Women in America: Work, Family, Self

Continuing Education

- 657. ABE 018, Leadership Basics, Part 2
- 658. ABE 044, Leadership Basics, Part 1
- 659. ABE 111, Spanish Literacy for Adults
- 660. Counseling 303, Education and Career Assessment
- 661. English As A Second Language 120, ESL Civics
- 662. English As a Second Language 401, ESL/Family Literacy, Beginning ESL 1
- 663. English As a Second Language 405, ESL/Family Literacy, Beginning ESL 2
- 664. English As a Second Language 407, ESL/Family Literacy, Beginning ESL 3
- 665. English As a Second Language 408, ESL/Family Literacy, Intermediate 1
- 666. English As a Second Language 409, ESL/Family Literacy, Intermediate 2
- 667. English As A Second Language 510, VESL: English for Work 1
- 668. English As A Second Language 520, VESL: English for Work 2
- 669. English As A Second Language 530, American English Pronunciation
- 670. English As A Second Language 570, Conversation 1
- 671. English As A Second Language 580, Conversation 2
- 672. ESL 408, ESL/Family Literacy Intermediate 1
- 673. ESL 409, ESL/Family Literacy Intermediate 2
- 674. ESL 460, Intermediate ESL 1
- 675. ESL 470, Intermediate ESL 2
- 676. ESL 480, Intermediate ESL 3
- 677. ESL 711, Academic ESL Intermediate 1
- 678. ESL 712, Academic ESL Intermediate 2
- 679. ESL 713, Academic ESL Intermediate 3
- 680. High School Subjects – English 070, The Short Story
- 681. High School Subjects – Math 173, Basic Consumer Math 1B
- 682. High School Subjects 010, Learning Skills and Strategies
- 683. High School Subjects 229, Skills for Success
- 684. HOMECE 520, Consumer Education
- 685. HSS - GED 031, GED Test Preparation
- 686. HSS - Math 154, Pre-Algebra A
- 687. HSS - Math 155, Pre-Algebra B
- 688. HSS - Math 159, Math Fundamentals 2
- 689. HSS - Math 163, Algebra 1A
- 690. HSS - Math 164, Algebra 1B
- 691. HSS - Math 165, Algebra 2A

- 692. HSS - Math 166, Algebra 2B
- 693. HSS - Math 167, Geometry A
- 694. HSS - Math 168, Geometry B
- 695. HSS - Reading 094, Building Reading Skills 2
- 696. HSS - Reading 089, Reading Proficiency Development
- 697. HSS - Reading 093, Building Reading Skills 1
- 698. HSS 090, Leadership Basics, Part 1
- 699. HSS 092, Leadership Basics, Part 2
- 700. Parent Education 528, Increasing Parent Awareness of U.S. Schools
- 701. SSD 350, Signing Exact English for Parents of Deaf Children
- 702. SSD 495, Personal Development & Grooming for Developmentally Disabled Adults
- 703. VBUS 301, Business Skills
- 704. VBUS 574, Computer Basics: Hardware and Software

COURSE DELETIONS

1. Accounting 150, Governmental and Nonprofit Accounting
2. Art 183, Beginning Stained Glass
3. Art 186, Intermediate Stained Glass
4. Art 187, Glass Slumping and Fusing
5. Art 188A, Glass Exploration I
6. Art 188B, Glass Exploration II
7. Art 198, Experimental Aqueous Media
8. Art 198, Introduction to Mural Painting & Design
9. Art 198-67, Graphic Design Internship
10. Art 234, Introduction to Mixed Media
11. Art 234H, Honors Advanced Mixed Media
12. Art 250, Advanced Studio Concepts
13. Auto 098, Smog Check
14. Business 198, Selling Consumer Products in Europe
15. Business 198, Selling Services in China and Asia
16. Business Application 198, Microsoft Expression Web
17. Business Seminar 061, Telephone Techniques
18. Business Seminar 065A, Word – Beginning
19. Business Seminar 077, PDA Essentials
20. Communications & Media Studies 123, News Media Production
21. Computer Science 111, Introduction to Computer Organization
22. Computer Science 198, Advanced Java
23. Computer Science 198, Advanced Java Programming
24. Computer Science 198, Advanced Web Development Using Vb.net
25. Computer Science 198, Internet Technologies
26. Computer Science 198, Local Area Networks in the Enterprise Environment
27. Computer Science R 198, Graphic Design Internship
28. Counseling 198, Pathways to Teaching
29. Criminal Justice 098 Computer Crime
30. Criminal Justice 098 Criminal Justice Intervention in Mental Health Situations
31. Criminal Justice 098 Prison Experience
32. Criminal Justice Academies 001 Asset Seizure & Forfeiture
33. Criminal Justice Academies 001 Bombs and Booby Traps 8 hours
34. Criminal Justice Academies 001 Firearms Safety/Concealed Weapon
35. Criminal Justice Academies 001 ICS Train The Trainer
36. Criminal Justice Academies 001 Level II Reserve Academy
37. Criminal Justice Academies 001-48 Law Enforcement Inservice Training 2011
38. Criminal Justice Academies 007, Tactics Covert & Crisis Entry
39. Criminal Justice Academies 023 Heart Saver Defibrillator Course
40. Criminal Justice Academies 040 Basic Police Academy
41. Criminal Justice Academies 041 Level III Reserve Academy
42. Criminal Justice Academies 041 SSO Basic Academy
43. Criminal Justice Academies 041A, Advanced Tactical/Weapons Training
44. Criminal Justice Academies 100, Basic Police Academy
45. Dance 109, Pilates Conditioning

46. Dance 115A, Introduction to Tap Dance
47. Dance 115B, Introduction to Tap Dance
48. Dance 116, Introduction to Intermediate Tap Styles
49. Dance 120, Introduction to Hip-Hop Dance
50. Dance 121, Intermediate Hip-Hop Dance
51. Dance 198, Intermediate Ballet
52. Dance 198, Introduction to Caribbean and Latin Dance Styles
53. Dance 198, Introduction to Intermediate Tap Styles
54. Dance 198, Introduction to Middle Eastern Dance
55. Dance 215A, Tap Dance I
56. Dance 215B, Tap Dance II
57. Dance 216, Tap Dance III
58. Education 198, Introduction to Education
59. English 098, English Writing Center
60. English 098, Preparation for Nursing Ati Test-English
61. English As a Second Language N89, Two-Word Verbs and Idioms
62. English As a Second Language N92, Practical Use of Gerunds and Infinitives
63. English As a Second Language N93, Practical Use of Prepositions and Two-Word Verbs
64. English As a Second Language N94, Idioms of American English
65. English As a Second Language N95, Vocabulary Development Through Word Forms
66. English As a Second Language N97, Combining and Punctuating Sentences
67. Family & Consumer Studies 120, Life Management
68. Fashion Design Merchandising 098, Pants for Any Body
69. Fire Academy 080C, S-205 Urban Wildland Interface Firefighting
70. Fire Academy 086, Haz-Mat Response Seminar
71. Fire Academy 088, City Emergency Response Team
72. Fire Officer Training 006C, Firefighter Bargaining
73. Fire Officer Training 006E, CSFA Leadership
74. Fire Officer Training 008B, I-429 Command and General Staff
75. Fire Officer Training 008D, Division Group Supervisor
76. Fire Officer Training 010, Career Firefighter Lateral Academy
77. Fire Officer Training 011B, Structural Collapse Technician
78. Fire Officer Training 025, Paramedic
79. Fire Officer Training 030, Art of Reading Smoke
80. Fire Officer Training 030, Command 1C-CFSTES
81. Fire Officer Training 030, CSFM Terrorism & RIC
82. Fire Officer Training 030, Emergency Trench Rescue & Shoring
83. Fire Officer Training 030, Fire Command 1A-CFSTES
84. Fire Officer Training 030, Fire Instructor 1B-CFSTES
85. Fire Officer Training 030, Fire Prevention 1C-CFSTES
86. Fire Officer Training 030, Fire Prevention Officer 1A-CFSTES
87. Fire Officer Training 030, Fire Prevention Officer IB-CFSTES
88. Fire Officer Training 030, I-300 Intermediate ICS
89. Fire Officer Training 030, I-420 Command & General Staff
90. Fire Officer Training 030, Low Angle Rescue
91. Fire Officer Training 030, Motion Picture/Television Safety Officer
92. Fire Officer Training 030, S-244 Field Observer

93. Fire Officer Training 030, Task Force Medical Team
94. Fire Officer Training 030, Trauma Intervention Program (TIP)
95. Fire Officer Training 031 S-190, Introduction to Wildland Fire Behavior
96. Fire Officer Training 031 S-339, Division/Group Supervisor All Risk
97. Fire Officer Training 031 S-349, Resource Unit Leader/Demobilization Unit Leader
98. Fire Officer Training 009, Career Firefighter Mini Academy
99. Fire Officer Training 031, S-231 Engine Boss
100. Fire Public Safety 030, Ancillary Personnel Training Modules
101. Fire Public Safety 030, Fire Inservice Training 2008A Standards
102. Fire Public Safety 030, Fire Inservice Training 2008A Standards
103. Fire Public Safety 030, Fire Inservice Training 2008B Standards
104. Fire Public Safety 030-31, Fire In-Service Training 2012-A Standards
105. Fire Public Safety 043, Fire Marine Safety Basic Topics
106. Fire Public Safety 043, Fire Marine Safety Basic Topics
107. Fire Public Safety 044, Fire Marine Rescue - Advanced Topics
108. Fire Public Safety 044, Fire Marine Rescue - Advanced Topics
109. Fire Public Safety 100, Fire Marine Advanced EMS
110. Geography 102H, Honors Cultural Geography
111. Geology 199, Independent Study
112. German 199, German 199
113. Human Development 098, Developmentally Appropriate Practice
114. Human Development 098, Understanding Parenting: the First Five Years
115. Human Development 198, Introduction to Sign Language for the Infant/Toddler Caregiver
116. Human Development 198, Math Methods for the Early Childhood Classroom
117. Human Development 198, Observation and Assessment for Early Learning and Development
118. Human Development 198, Parenting in the New Millennium
119. Human Development 198, Pop Bottle Science for Early Childhood Educators
120. Human Development 198, Staff Development for Managers in ECE Programs
121. Independent Study 199, Dir Study
122. Kinesiology Activities 130, Golf (.5 unit)
123. Kinesiology Activities 130, Golf (1 unit)
124. Kinesiology Activities 132, Golf – Playing Lesson (.5 unit)
125. Kinesiology Activities 132, Golf – Playing Lesson (1 unit)
126. Kinesiology Activities 134, Golf – Playing Lesson Off season (1 unit)
127. Kinesiology Activities 141, Women’s Tennis Off Season
128. Kinesiology Activities 180, Tai Chi (.5 unit)
129. Kinesiology Activities 180, Tai Chi (1 unit)
130. Kinesiology Activities 183, Pom Squad
131. Kinesiology Activities 184, Pom Performance Squad
132. Kinesiology Activities 185, Aikido (.5 unit)
133. Kinesiology Activities 185, Aikido (1 unit)
134. Kinesiology Activities 245, Advanced Basketball Skills-Women
135. Kinesiology Activities 280, Track and Field (.5 unit)
136. Kinesiology Activities 280, Track and Field (1 unit)
137. Kinesiology Activities N70, Basic Activities

138. Kinesiology Adapted Activities 206, Adapted Tennis
139. Kinesiology Adapted Activities 220, Adapted Tai Chi
140. Kinesiology Adapted Activities N15, Adapted Senior Fitness
141. Kinesiology Aerobic Fitness 155, Aerobics (0.5 unit)
142. Kinesiology Aerobic Fitness 155, Aerobics (1 unit)
143. Kinesiology Aerobic Fitness 158, Step Aerobics (.5 unit)
144. Kinesiology Aerobic Fitness 158, Step Aerobics (1 unit)
145. Kinesiology Aerobic Fitness 160, Aqua Aerobics (.5 unit)
146. Kinesiology Aerobic Fitness 160, Aqua Aerobics (1 unit)
147. Kinesiology Fitness 119, Strength Lab
148. Kinesiology Fitness 120 A, B, C Strength Lab
149. Kinesiology Fitness 145, Weight Training for Women
150. Kinesiology Health Education 120, Health Issues for Children
151. Kinesiology Intercollegiate Athletics 141, Women's Tennis Off Season
152. Kinesiology Intercollegiate Athletics 203, Cross Country-Men
153. Kinesiology Intercollegiate Athletics 205, Golf-Men
154. Kinesiology Intercollegiate Athletics 208, Track and Field-Men
155. Kinesiology Intercollegiate Athletics 215, Tennis-Women
156. Kinesiology Intercollegiate Athletics 222, Badminton-Women
157. Kinesiology Intercollegiate Athletics 245, Advanced Basketball Skills-Women
158. Kinesiology Professional 121, Sports Officiating-Fall Sports
159. Kinesiology Professional 122, Sports Officiating-Spring and Summer Sports
160. Kinesiology Professional 123, Officiating Football-Rules and Mechanics
161. Kinesiology Professional 130, Golf Course Management
162. Kinesiology Professional 180, Theory of Track and Field
163. Management 040, Professional Development - Exploring Leadership
164. Management 041, Professional Development - The Business of Show Business
165. Management 105, Cooperative Work Experience Education-Occupational
166. Manufacturing Technology 098, Advanced CNC Lathe Programming, Setup and Operation
167. Manufacturing Technology 098, Introduction to Injection Molding
168. Manufacturing Technology 098, Introduction to Plastic Materials
169. Manufacturing Technology 098, Setup, Operation & Programming of CNC Wire EDM Machines
170. Marketing 105, Cooperative Work Experience Education-Occupational
171. Marketing 112, Principles of Advertising
172. Marketing 114, Professional Selling
173. Marketing 115, Consumer Behavior
174. Marketing 198, Web Advertising
175. Marketing 135, Web Marketing and Promotion
176. Math N98 Remedial Mathematic
177. Music 160, Beginning Pop and Jazz Keyboard
178. Music 180, String Methods
179. Music 198, Introduction to Protools
180. Music 198, Piano Clinic
181. Music N98, Topics
182. Nursing-Registered 106, Health Sciences Skills Laboratory - First Year

183. Nursing-Registered 198, Cooperative Work Experience
184. Pharmacy Technology 061, Pharmacy Technology Skills Lab
185. Photography 010, Intermediate Photography Lab
186. Photography 181A, The Zone System
187. Photography 181B, The Zone System
188. Photography 182A, Alternative Processes
189. Photography 182B, Alternative Processes
190. Photography 183A, Photo Graphics
191. Photography 183B, Photo Graphics
192. Photography 198, Advanced Digital Camera Technique
193. Photography 198, Wedding and Quincenera Photography
194. Photography 200, The View Camera
195. Photography 293, Color Photography
196. Reading N50B, Reading for Non-Native Speakers of English - Part II
197. Reading N80B, Fundamentals of Reading
198. Reading N90B, Individualized Reading
199. Reading 094, Preparation for Nursing ATI Test-Reading
200. Reading 098, Academic Reading in a Specific Course
201. Reading 098, Preparation for Nursing Ati Test-Reading
202. Reading 098, Reading for Non-Native Speakers of English - Part II
203. Reading 098, Reading for Non-Native Speakers of English II
204. Small Business Seminar 098, Small Business Seminar Topics
205. Special Services 072A, Learning Strategies
206. Special Services 072B, Learning Strategies
207. Special Services 199, Ind Study
208. Special Services N62, Assessment of Learning Potential testing
209. Special Services N98, Learning Assessment
210. Study Skills 072A, Learning Strategies
211. Study Skills 072B, Learning Strategies
212. Study Skills N96, Training for Tutorial Assistant
213. TV/Video Communications 113, Advanced Final Cut Pro
214. TV/Video Communications 198, Media Aesthetics

Continuing Education

215. ABE 022, Directing and Facilitating a Conference
216. ABE 060, Vocational Academic Skills Training
217. ABE 121, ABE Family Literacy
218. ESL 038, Vocational ESL: Business Skills
219. ESL 060, Vocational ESL: Health Services
220. ESL 392, Writing and Computers: Developing a School Publication
221. ESL 400, Transition ESL
222. ESL 404, ESL/Family Literacy with Computer Emphasis
223. ESL 600, Personal Discovery for Employability
224. Health & Safety 850, Emergency Planning and Safety
225. Health & Safety 878, Healthy Moves for Healthy Lives
226. Health & Safety 879, Living Healthy Lives

227. Health & Safety 898, Substance Abuse
228. Health/First Aid 900, Topics
229. HSART 602, Music Theory 2
230. HSART 603, Music Theory 3
231. HSART 604, Music Theory 4
232. HSART 605, Music Theory 5
233. HSART 606, Music Theory 6
234. HSOTH 741, Spanish for Spanish Speakers
235. HSOTH 875, First Aid
236. HSS 093, Student Leadership Conference Series
237. HSS 094, Directing and Facilitating a Conference
238. HSS 338, Workforce Preparation
239. HSS-Art 701, Dance Theory and Practice 1
240. HSS-Art 702, Dance Theory and Practice 2
241. HSS-Art 846, Drawing and Painting 2
242. HSS-Art 847, Drawing and Painting 3
243. HSS-English 055, English A
244. HSS-English 056, English B
245. HSS-English 057, English C
246. HSS-English 058, English D
247. HSS-English 063, English through Literature 11A
248. HSS-English 064, English through Literature 12A
249. HSS-English 072, Poetry
250. HSS-English 095, Spelling Techniques
251. HSS-Math 170, Introduction to Metric System
252. Parent Education 527, Pre-Kindergarten “Parent and Me” Training
253. Parent Education 532, Effective Parenting
254. Parent Education 533, Parent Education
255. Parent Education 544, Preparation for Childbirth
256. Parenting 150, Topics
257. Substantial Disabilities 200, Issues and Concepts for Adults with Developmental Disabilities
258. Substantial Disabilities 781, Basic Academic Skills for Adults with Developmental Disabilities
259. Substantial Disabilities 787, Employment Preparation for Adults with Developmental Disabilities
260. Substantial Disabilities 793, Physical Activities for Adults with Developmental Disabilities
261. Vocational Assembly 100, Topics in Assembly and Packaging
262. Vocational Business 109, Introduction to Desktop Video Editing Using Adobe Premiere
263. Vocational Business 117, Introduction to Document Processing Using Adobe Acrobat
264. Vocational Business 242, Introduction to Vector Graphics using Adobe Illustrator
265. Vocational Business 302, Introduction to Web Page Development Using HTML
266. Vocational Food 100, Topics in Food Services
267. Vocational Health 892, Nursing Boot Camp
268. Vocational Hospitality 100, Topics in Hospitality Programs

269. Vocational Retail 100, Topics in Retail Sales ABE 019, Student Leadership Conference Series

NEW PROGRAMS

1. Associate in Science in Administration of Justice for Transfer (sac.cj.ast)
2. Associate in Science in Mathematics for Transfer (sac.math.ast)
3. Bilingual (English/Spanish) Preschool Associate Teacher (sac.hudbp.ca)

Continuing Education

4. Student Leadership Certificate of Completion
5. Vocational Construction Certificate

REVISED PROGRAMS

1. Accounting and Financial Planning (sac.acctf.cert)
2. Accounting Degree (sac.acct.aa)
3. Accounting with Sage MAS Software (sac.acctm.ca)
4. Administrative Fire Services Chief Officer Certificate of Achievement (sac.ftco.ca)
5. Administrative Fire Services Chief Officer Degree (sac.ftco.as)
6. After School Program Associate Teacher Certificate (sac.educt.cert)
7. Biological Science Degree (sac.biol.aa)
8. Chassis Service Option Certificate (sac.autcs.ca)
9. Commercial Photography Certificate (sac.phot.ca)
10. Computer Information Systems (sac.cis.as)
11. Computer Information Systems (sac.cis.ca)
12. Computer Science (sac.cmpr.as)
13. Computer Science (sac.cmpr.ca)
14. Computerized Accounting - QuickBooks Option (sac.acctq.ca)
15. Computerized Bookkeeping - Sage MAS Software(sac.acctbm.ca)
16. Dance Certificate (sac.dnce.ca)
17. Dance Degree (Degree Program A-Dance) (sac.dnce.aa)
18. Degree Program B-Dance/Musical Theatre (sac.cncem.aa)
19. Drive Train Service Option Certificate (sac.autdt.cert)
20. Elementary Education Degree (Pre-Professional) (sac.educe.aa)
21. Energy Analysis (sac.enea.as)
22. Energy Analysis (sac.enea.cert)
23. Engine Performance and Electrical Option (sac.autep.ca)
24. Engine Service Option Certificate (sac.autes.cert)
25. Engineering Civil Technology Degree (sac.enrct.as) and Engineering Civil Technology Certificate (sac.enrct.ca)
26. Engineering Drafting and Design Degree Option II-Architectural/Civil Engineering/Construction Drafting and Design (sac.enrce.ca)
27. Engineering Drafting and Design Degree Option II-Architectural/Civil Engineering/Construction Drafting and Design (sac.enrce.as)
28. Fashion Design Certificate (sac.fdc.ca)
29. Fashion Design Degree(sac.fdc.aa)
30. Fashion Merchandising Certificate (sac.fdm.ca)
31. Fashion Merchandising Degree (sac.fdm.aa)
32. Fire Administration Option (sac.ftfa.as)
33. Fire Administration Option (sac.ftfa.ca)
34. General Accounting (sac.acctg.ca)
35. General Management (sac.mgt.cert)
36. Hospitality Option Certificate (sac.nutho.ca)
37. Kinesiology AA-T Degree (sac.kin.aat)
38. Kinesiology Coaching (sac.knc.cert)
39. Law Enforcement Option Certificate (sac.cjle.ca)
40. Liberal Arts Degree (sac.la.aa)
41. Management Certificate (sac.mgt.ca)

42. Management Degree (sac.mgt.aa)
43. Mechanical 3D Solid Modeling CAD (sac.engr3d.as)
44. Mechanical 3D Solid Modeling CAD (sac.engr3d.cert)
45. Medical Assistant - Administrative / Clinical Degree (sac.ma.as)
46. Medical Assistant – Administrative/Clinical Degree (sac.ma.as) and Certificate (sac.ma.ca)
47. Mid-Range Engine Service Option Certificate (sac.dslmr.ca)
48. Mid-Range Engine Service Option Degree (sac.dslmr.as)
49. Music Degree (sac.mus.aa)
50. Nursing-Registered Nursing (sac.nrsrg.as)
51. Occupational Therapy Assistant Degree (sac.ota.as)
52. Paralegal Certificate (sac.para.ca)
53. Paralegal Degree (sac.para.aa)
54. PC Maintenance and Troubleshooting (sac.cmprm.cert)
55. Pharmacy Technology Advanced Certificate Option (sac.phar.ca)
56. Pharmacy Technology Basic Certificate Option (sac.pharb.cert)
57. Pharmacy Technology Degree (sac.phar.as)
58. Pharmacy Technology Degree (sac.phar.as) and Advanced Certificate Option (sac.phar.ca)
59. Political Science Degree (sac.polit.aa)
60. Product Development and Technical Design(sac.fdcap.aa)
61. Product Development and Technical Design(sac.fdcap.ca)
62. Public Fire Service Option (sac.ffpfs.ca)
63. Public Fire Service Option (sac.ftpfs.as)
64. Public Fire Service Option Degree (sac.ftpfs.as) and Certificate (sac.ftpfs.ca)
65. Speech-Language Pathology Assistant Degree (sac.slpa.aa)
66. Welding Technology Degree (sac.weld.as)
67. Welding Technology Degree (sac.weld.ca)
68. Welding Technology Degree 9 (sac.weld.as)

Continuing Education

69. Academic ESL Beg-Int B Certificate of Completion
70. Academic ESL Int B Certificate of Completion
71. Communication ESL Beg A Certificate of Completion
72. Communication ESL Beg B Certificate of Completion
73. Communication ESL Int A Certificate of Completion
74. Communication ESL Int B Certificate of Completion
75. Communication ESL Intro A Certificate of Completion
76. Communication ESL Intro B Certificate of Completion
77. Communication ESL Transitioning A Certificate of Completion
78. Communication ESL Transitioning B Certificate of Completion
79. Customer Service Representative Certificate of Completion
80. Executive Secretary/Administrative Assistant Certificate of Completion
81. General Office Clerk Certificate of Completion
82. Paraprofessional Mental Health Worker Certificate
83. Vocational ESL B Certificate of Completion
84. Vocational ESL C Certificate of Completion

PROGRAM DELETIONS

1. CAD/CAM Option Degree (sac.mfgca.as) and Certificate (sac.mngca.ca)
2. Degree Program B-Dance/Musical Theatre A.A. Degree (sac.dncem.aa)
3. Kinesiology Fitness (sac.knf.cert)
4. Kinesiology Officiating (sac.kno.cert)

Continuing Education

5. ESL Beginning A Certificate of Completion
6. ESL Beginning B Certificate of Completion
7. ESL Beginning Enhanced Certificate of Completion
8. ESL Beginning Job Skills Certificate of Completion
9. ESL Certificate of Completion
10. ESL Intermediate A Job Skills Certificate of Completion
11. ESL Intermediate B Job Skills Certificate of Completion
12. ESL Intermediate Communication Skills Certificate of Completion
13. ESL Job Skills Certificate of Completion

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (PLAN A)

Categories A – Natural Sciences

Biology 111 was added.

Categories E2 – Language and Rationality

Mathematics 078, 167, 204, 287 were added. Mathematics 290 and 295 were removed.

Categories F1 – Lifelong Understanding and Self-Development

Study Skills 109 was added.

The following has been added:

Fire Technology 121L was added to the last paragraph of the General Education Breadth Requirements for the Associate Degree.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY – PLAN B

Categories B1 and B2 – Scientific Inquiry and Quantitative Reasoning

Biology 111 was added.

Categories B4 – Mathematics/Quantitative Reasoning

Mathematics 167 and 204 were added.

Categories C1 – Arts and Humanities

Music 111 was added.

Categories E1 – Lifelong Understanding and Self-Development

Study Skills 109 was added.

**INTERSEGMENTAL GENERAL EDUCATION TRANSFER
CURRICULUM (IGETC)**

AREA 2A – Mathematical Concepts & Quantitative Reasoning

Mathematics 167 was added.

AREA 5 – Group B and C – Physical & Biological Sciences

Biology 111 was added.

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Proposed Curricula Revisions for 2013-2014 Santiago Canyon College Catalog	
Action:	Request for Approval	

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 2013-2014 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 2013-2014 catalog as presented.

Fiscal Impact:	None.	Board Date: March 11, 2013
Prepared by:	Aracely Mora, Ed.D., Vice President, Academic Affairs Craig Rutan, Chair, Curriculum and Instruction Council	
Submitted by:	Juan Vázquez, President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: February 27, 2013
TO: Juan Vázquez, President of Santiago Canyon College
FROM: Craig Rutan, Chair of the Curriculum and Instruction Council
RE: **PROPOSED REVISIONS FOR THE 2013-2014 CATALOG**

The following changes to the 2013-2014 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.

The changes initiated at Santiago Canyon College for the 2013-2014 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

The following options were added or removed from the general education requirements:

Area A – Natural Sciences

Physics 217 removed.

Area C – Humanities

Theatre Arts 103 and 104 removed.

Area D – Cultural Breadth

Exercise Science 109 and 110 removed.

Area F1 – Lifelong Understanding and Self-Development

Counseling 125 removed.

Exercise Science 100, 102, 110, 111 and 112 removed.

Kinesiology 101 added.

Area F2 – Lifelong Learning and Self-Development

Exercise Science 115, 120, 121, 122, 123, 124, 125, 129, 130, 132, 135, 139, 140, 141, 142, 143, 150, 160, 161, 164, 170, 173, 175, 220, 221, 222, 224, 226, 240, 241, 250, 251, 259, 260, 261, 269, 270, 271, 278, 279, 281 and 289 removed.

Kinesiology 120B, 123B, 125B, 126A, 126B, 127B, 140B, 140C, 146B, 146C, 160B, 163A, 168A, 168B, 185A, 185B, 185C, 240, 241, 245 and 246 added.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)
The following options were added or removed from the general education requirements:

Area A3 – Critical Thinking
English 102H added.

Area B1 – Physical Sciences
Physics 217 removed.

Area B3 – Laboratory Activity
Physics 217 removed.

Area C1 – Arts (Art, Dance, Music, Theatre)
Theatre Arts 103 and 104 removed.

Area D7 – Interdisciplinary Social or Behavioral Science
Exercise Science 109 removed.

Area E1 – Lifelong Understanding and Self-Development
Counseling 125 removed.
Exercise Science 100, 102, 110, 111 and 112 removed.

Area E2 – Lifelong Learning and Self-Development
Exercise Science 115, 120, 121, 122, 123, 124, 125, 129, 130, 132, 135, 140, 141, 142, 143, 150, 160, 161, 164, 170, 220, 221, 222, 224, 226, 240, 241, 250, 251, 259, 260, 261, 269, 270, 271, 278, 279, 281 and 289 removed.
Kinesiology 120B, 123B, 125B, 126A, 126B, 127B, 140B, 140C, 146A, 146B, 146C, 160A, 160B, 163A, 168A, 168B, 185A, 185B, 185C, 240, 241, 245 and 246 added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)
The following options were added or removed from the general education requirements:

Area 1B - Critical Thinking – English Composition
English 102H added.

Area 3A – Arts
Theatre Arts 103 and 104 removed.

Area 5A – Physical Sciences
Physics 217, 227 and 237 removed.

Area 5C – Laboratory Activity
Physics 217, 227 and 237 removed.

REVISED PROGRAMS, DEGREES AND CERTIFICATES

(See Attachment #1)

A total of fifty-seven (57) 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.

DEACTIVATED PROGRAMS, DEGREES AND CERTIFICATES

(See Attachment #2)

Ten (10) programs, degrees and certificate* were deactivated and removed from the catalog.

NEW COURSES

(See Attachment #3)

Two (2) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED SCC ONLY COURSES

(See Attachment #4)

One hundred-twenty-five (125) SCC only course revisions were approved which reflected changes in title, units, hours, or content.

REVISED COMMON COURSES

(See Attachment #5)

Seventy-three (73) common course revisions were approved which reflected changes in title, units, hours, or content.

DEACTIVATED COURSES

(See Attachment #6)

Ninety-seven (97) courses were deactivated and removed from the catalog.

Cc: Corinna Evett, Academic Senate President, Santiago Canyon College
Aracely Mora, 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
Corine Doughty, Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
Melinda Womack, Interim Dean of Library, Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Monica Porter, Chair of the Curriculum and Instruction Council, Santa Ana College
Erlinda Martinez, President of Santa Ana College
Raymond Hicks, Academic Senate President, Santa Ana College
Linda Rose, Vice-President of Academic Affairs, Santa Ana College
Raúl Rodriguez, Ph.D., Chancellor

REVISED PROGRAMS, DEGREES AND CERTIFICATES**Credit**

American Sign Language, Certificate of Achievement
 Anthropology, A.A. Degree
 Apprenticeship Carpentry, Concrete, A.S. Degree
 Apprenticeship Carpentry, Concrete, Certificate of Achievement
 Apprenticeship Carpentry, Drywall/Lather, A.S. Degree
 Apprenticeship Carpentry, Drywall/Lather, Certificate of Achievement
 Apprenticeship Carpentry, Millwrighting, A.S. Degree
 Apprenticeship Carpentry, Millwrighting, Certificate of Achievement
 Apprenticeship Carpentry, Plastering, A.S. Degree
 Apprenticeship Carpentry, Plastering, Certificate of Achievement
 Apprenticeship Carpentry, Tilt-Up, A.S. Degree
 Apprenticeship Carpentry, Tilt-Up, Certificate of Achievement
 Apprenticeship Operating Engineers Heavy Equipment/Landscape Operator Engineer, A.S. Degree
 Apprenticeship Operating Engineers Heavy Equipment/Landscape Operator Engineer, Certificate of Achievement
 Apprenticeship Surveying Chainman, A.S. Degree
 Apprenticeship Surveying Chainman, Certificate of Achievement
 Art, A.A. Degree
 Biology, A.S. Degree
 Business Administration, A.S. Degree
 Computerized Accounting, Certificate of Proficiency
 Construction Inspection, Certificate of Achievement
 Construction Management, A.S. Degree
 Construction Management, Certificate of Achievement
 Digital Media Arts: Graphic Design, Certificate of Achievement
 Digital Media Arts: Interactive Design, Certificate of Achievement
 Entrepreneurship, A.S. Degree
 Entrepreneurship, Certificate of Achievement
 Gemology, A.S. Degree
 Gemology, Certificate of Achievement
 General Management, A.S. Degree
 Geography, A.A. Degree
 Geology, A.S. Degree
 Graphic Design, A.S. Degree
 Land Surveying, A.S. Degree
 Land Surveying, Certificate of Achievement
 Liberal Arts: Arts, Humanities, and Communication, A.A. Degree
 Liberal Arts: Mathematics and Sciences, A.S. Degree
 Liberal Arts: Multi-Cultural Studies, A.A. Degree
 Liberal Arts: Social and Behavioral Sciences, A.A. Degree
 Mathematics, A.S. Degree for Transfer
 Physics, A.S. Degree for Transfer
 Real Estate, A.S. Degree

Credit (con't)

Real Estate, Certificate of Achievement
Science, A.S. Degree
Television/Video Communications: Media Studies, Certificate of Proficiency
Wastewater/Environmental Sanitation, Certificate of Achievement
Water Distribution, Certificate of Achievement
Water Treatment, A.S. Degree
Water Treatment, Certificate of Achievement
Women's Studies, A.A. Degree

Non-Credit

Construction Laborer, Certificate of Completion
ESL Literacy, Certificate of Completion
Executive Secretary/Administrative Assistant, Certificate of Completion
First-Line Supervisor/Manager, Office & Administrative Support Workers, Certificate of Completion
Secondary Education, Certificate of Competency
Secondary Education/GED Preparation, Certificate of Completion
Web Associate, Certificate of Completion

DEACTIVATED PROGRAMS, DEGREES AND CERTIFICATES

Credit

Land Surveying Technician, Certificate of Proficiency
Physics, A.S. Degree
Professional Selling, Certificate of Proficiency
Project Management, Certificate of Proficiency
Small Business, Certificate of Proficiency
Water Utility Supervisor, Certificate of Proficiency
Web Page Designer, Certificate of Proficiency
Web Programming, Certificate of Proficiency

Non-Credit

ESL Beginning Communication, Certificate of Completion
ESL Transition, Certificate of Completion

NEW COURSES

Credit

Political Science 150*
Political Science 250*

Introduction to Model United Nations
Advanced Model United Nations

* *Stand Alone course*

REVISED SCC ONLY COURSES**Credit**

American College English N80*	Writing Review
Appr. Carpentry 030A*	Standard First Aid
Appr. Electrician 021	Sound and Communication Apprentice 1
Appr. Electrician 022 [#]	Sound and Communication Apprentice 2
Appr. Electrician 023 [#]	Sound and Communication Apprentice 3
Appr. Electrician 024 [#]	Sound and Communication Apprentice 4
Appr. Electrician 025 [#]	Sound and Communication Apprentice 5
Appr. Electrician 026 [#]	Sound and Communication Apprentice 6
Appr. Electrician 027 [#]	Sound and Communication Apprentice 7
Appr. Electrician 028 [#]	Sound and Communication Apprentice 8
Appr. Electrician 031 [#]	Intelligent Transportation Systems Electrician Apprentice 1
Appr. Electrician 032 [#]	Intelligent Transportation Systems Electrician Apprentice 2
Appr. Electrician 033 [#]	Intelligent Transportation Systems Electrician Apprentice 3
Appr. Electrician 034 [#]	Intelligent Transportation Systems Electrician Apprentice 4
Appr. Electrician 035 [#]	Intelligent Transportation Systems Electrician Apprentice 5
Appr. Electrician 036	Intelligent Transportation Systems Electrician Apprentice 6
Appr. Electrician 037	Intelligent Transportation Systems Electrician Apprentice 7
Appr. Electrician 038	Intelligent Transportation Systems Electrician Apprentice 8
Appr. Electrician 051	Inside Wireman 1
Appr. Electrician 052	Inside Wireman 2
Appr. Electrician 053	Inside Wireman 3
Appr. Electrician 054	Inside Wireman 4
Appr. Electrician 055	Inside Wireman 5
Appr. Electrician 056	Inside Wireman 6
Appr. Electrician 057	Inside Wireman 7
Appr. Electrician 058	Inside Wireman 8
Appr. Electrician 059	Inside Wireman 9
Appr. Electrician 060	Inside Wireman 10
Appr. Maintenance Mechanic 021	Maintenance Mechanic Apprentice, Level 1
Appr. Maintenance Mechanic 022	Maintenance Mechanic Apprentice I, Level 2
Appr. Maintenance Mechanic 043	Maintenance Mechanic Apprentice I, Level 3
Appr. Maintenance Mechanic 044	Maintenance Mechanic Apprentice I, Level 4
Appr. Maintenance Mechanic 045	Maintenance Mechanic Apprentice I, Level 5
Appr. Maintenance Mechanic 046	Maintenance Mechanic Apprentice I, Level 6
Appr. Maintenance Mechanic 047	Maintenance Mechanic Apprentice I, Level 7
Appr. Maintenance Mechanic 048	Job Planning/Advanced Mechanical Maintenance - Operations and Maintenance Technician IV
Appr. Maintenance Mechanic 052	Introduction to Electricity - Operations and Maintenance Technical IV (Electrical)
Appr. Maintenance Mechanic 053	Industrial Rigging/Reading Blueprints/Control Systems - Operations & Maintenance Technician IV
Appr. Maintenance Mechanic 054	Electrical Troubleshooting - Operations and Maintenance Technician IV (Electrical)
Appr. Maintenance Mechanic 055	Operations and Maintenance Technician IV (Electrical)
Appr. Maintenance Mechanic 056	Operations and Maintenance Technician IV (Electrical)
Appr. Maintenance Mechanic 057	Operations and Maintenance Technician IV (Electrical)
Appr. Maintenance Mechanic 058	Operations and Maintenance Technician IV (Electrical)
Appr. Operating Engineers 031	Heavy Duty Repairer 1

Credit (con't)

Appr. Operating Engineers 032	Heavy Duty Repairer 2
Appr. Operating Engineers 033	Hydraulics
Appr. Operating Engineers 034	Advanced Hydraulics
Appr. Operating Engineers 035	Heavy Duty Repairer 5
Appr. Operating Engineers 036	Disassembly and Assembly
Appr. Surveying 101 [#]	Chainman Apprentice 1
Appr. Surveying 102 [#]	Chainman Apprentice 2
Appr. Surveying 103 [#]	Chainman Apprentice 3
Appr. Surveying 104 [#]	Chainman Apprentice 4
Appr. Surveying 105 [#]	Chainman Apprentice 5
Astronomy 112 [#]	Introduction to Cosmology
Business 175 [#]	Online Entrepreneurship
Communication 130	Forensics Team
Communication 131	Individual Events
Communication 132	Team Events
Communication 230	Forensics Team
Communication 231	Individual Events
Communication 232	Team Events
Computer Information Systems 110 [#]	Introduction to Microsoft Project
Computer Science 106 [#]	Intermediate Windows Programming with Visual Basic.net
Counseling 118	Self Exploration and the Teaching Profession
Electrician 041 [#]	General Electrician 1
Electrician 042 [#]	General Electrician 2
Electrician 043 [#]	General Electrician 3
Electrician 044 [#]	General Electrician 4
Electrician 045 [#]	General Electrician 5
Electrician 046 [#]	General Electrician 6
Electrician 047 [#]	General Electrician 7
Electrician 048 [#]	General Electrician 8
Electrician 049 [#]	General Electrician 9
Electrician 050 [#]	General Electrician 10
Electrician 051 [#]	Quality Safety Program and First Aid
English N92 *	Extended Composition Strategies
Geology 142 [#]	Natural Disasters
Geology 178	Geologic Field Studies of Orange County
Political Science 221 [#]	Women in American Politics
Political Science 222 [#]	Current Issues in American Politics
Public Works 050 [#]	Fundamentals of Public Works
Public Works 051 [#]	Infrastructure Construction and Maintenance
Public Works 055 [#]	Public Works Inspection I
Public Works 062 [#]	Public Works II
Public Works 065 [#]	Public Works Inspection II
Reading 097 *	Advanced College Reading
Reading N96 [#] *	Foundation for College Reading
Spanish 194	Beginning Conversational Spanish
Water Utility Science 041 *	Hot Topics: Regulatory Updates
Water Utility Science 056 *	Treatment Test Preparation
Water Utility Science 057 *	Water Distribution Test Preparation

Credit (con't)

Water Utility Science 102	Advanced Water Treatment
Water Utility Science 103	Water Chemistry and Bacteriology
Water Utility Science 107*	California Water Resources
Water Utility Science 109	Water Distribution Systems
Water Utility Science 111	Wastewater Treatment Basic Operations
Water Utility Science 112	Wastewater Treatment Advanced Operations
Water Utility Science 116	Collection Systems
Water Utility Science 131	Water Conservation Practitioner
Water Utility Science 199*	Cooperative Work Experience Education
Water Utility Science 210	Advanced Water Distribution

Non-Credit

Adult Basic Education 011	Native Language Basic Skills for Adults
English as a Second Language 010	ESL Writing
Health & Safety 200	Health and Safety Awareness and Application
Health & Safety 850	Emergency Planning & Safety
High School Subjects 030	Study Skills for Academic Success
High School Subjects: English 030	AP English 1A
High School Subjects: English 050	English Through Literature 11B
High School Subjects: English 051	English Through Literature 12B
High School Subjects: English 052	English Language Arts 1
High School Subjects: English 063	English Through Literature 11A
High School Subjects: English 064	English Through Literature 12A
High School Subjects: Mathematics 101	AP Calculus Preparation 1A
High School Subjects: Mathematics 102	AP Calculus Preparation 1B
High School Subjects: Mathematics 156	Essential Mathematics 1
High School Subjects: Mathematics 157	Essential Mathematics 2
High School Subjects: Mathematics 161	Pre-Calculus with Trigonometry 1A
High School Subjects: Mathematics 180	Pre-Calculus With Trigonometry 1B
High School Subjects: Other 050	Basics of Leadership Part 1
High School Subjects: Other 202	Basics of Leadership Part 2
High School Subjects: Reading 090	Reading Improvement
Substantial Disabilities 200	Issues and Concepts for Adults With Developmental Disabilities
Substantial Disabilities 787	Employment Preparation for Adults with Developmental Disabilities
Substantial Disabilities 793	Physical Activities for Adults with Developmental Disabilities

* Stand Alone course

Distance Education Addendum

REVISED COMMON COURSES**Credit**

Biology 139	Health Microbiology
Biology 229	General Microbiology
Computer Science 120	Introduction to Programming
Computer Science 121	Programming Concepts
Computer Science 129	Introduction to Computer Organization
Counseling 116 [#]	Career/Life Planning and Personal Exploration
Earth Science 110	Introduction to Earth Science
Earth Science 115	Earth Science for Educators
Education 204 ^{**}	Proficiency in Educational Technologies for Secondary Teachers
Education 209 ^{**}	Roles and Responsibilities of the Special Education Paraprofessional
Education 211 ^{**}	Classroom Practices for Diverse Learners
English 061 [*]	Introduction to Composition
English 102	Literature and Composition
English 102H	Honors Literature and Composition
English 246	Survey of Chicano Literature
English 271	Survey of World Literature
English 278	Survey of Literature by Women
English N60	Basics of Effective Writing
Geography 100 [#]	World Regional Geography
Geography 100H	Honors World Regional Geography
Geography 102	Cultural Geography
History 118 [#]	Social and Cultural History of the United States
Human Development 107 [#]	Child Growth and Development (DS1)
Human Development 108A ^{**}	Observation and Assessment for Early Learning and Development
Human Development 110 [#]	Child, Family and Community (DS2)
Human Development 111A ^{**}	Principles and Practices of Teaching Young Children
Human Development 111B ^{**}	Introduction to Curriculum for Young Children (DS3)
Human Development 112 ^{**}	Health, Safety and Nutrition for Children
Human Development 116A ^{**}	Infant/Toddler Growth and Development (DS4)
Human Development 116B ^{**}	Programming for Infants and Toddlers (DS4)
Human Development 120 ^{**}	Development of the School Age Child (DS5)
Human Development 121 ^{**}	School Age Child Care Activities (DS5)
Human Development 205 [#]	Exceptionality and Special Needs in Human Development
Human Development 208 ^{**}	Working With Families of Children With Special Needs
Human Development 221 ^{**}	Teaching in a Diverse Society
Mathematics 080 [#]	Intermediate Algebra
Mathematics 203	Fundamental Concepts of Elementary Mathematics
Mathematics 287	Introduction to Linear Algebra and Differential Equations
Political Science 101H	Honors Introduction to American Governments
Political Science 201	Introduction to Comparative Politics
Political Science 220	International Politics
Psychology 200 [#]	Introduction to Biological Psychology
Spanish N51 [*]	Spanish for Public Personnel
Spanish 195B	Advanced Conversational Spanish

Credit (con't)

Spanish 201
 TV/Video Communications 100*
 TV/Video Communications 101
 TV/Video Communications 103
 TV/Video Communications 104
 TV/Video Communications 105
 TV/Video Communications 120*

Intermediate Spanish I
 Introduction to Electronic Media: TV, Radio, Film, and the Internet
 TV and Society: A Visual History
 History of Film to 1945
 History of Film From 1945 to Present
 Mass Media and Society
 Beginning Writing for TV, Film, and Corporate Video

Non-Credit

Counseling 303
 English as a Second Language 120
 English as a Second Language 510
 English as a Second Language 520
 English as a Second Language 530
 English as a Second Language 570
 English as a Second Language 580
 High School Subjects: English 070
 High School Subjects: Mathematics 154
 High School Subjects: Mathematics 155
 High School Subjects: Mathematics 159
 High School Subjects: Mathematics 163
 High School Subjects: Mathematics 164
 High School Subjects: Mathematics 165
 High School Subjects: Mathematics 166
 High School Subjects: Mathematics 167
 High School Subjects: Mathematics 168
 High School Subjects: Reading 089
 High School Subjects: Reading 093
 High School Subjects: Reading 094
 Secondary Subjects GED 031
 Substantial Disabilities 788

Education and Career Assessment
 ESL Civics
 English for Work 1
 English for Work 2
 American English Pronunciation
 Conversation 1
 Conversation 2
 The Short Story
 Pre-Algebra A
 Pre-Algebra B
 Math Fundamentals 2
 Algebra 1A
 Algebra 1B
 Algebra 2A
 Algebra 2B
 Geometry A
 Geometry B
 Reading Proficiency Development
 Building Reading Skills 1
 Building Reading Skills 2
 GED Test Preparation
 Independent Living Skills for Adults with Developmental Disabilities

* *Stand Alone course*

Distance Education Addendum

DEACTIVATED COURSES**Credit**

Apprenticeship Carpentry 050	Millwright Skills Development
Apprenticeship Carpentry 051	Orientation
Apprenticeship Carpentry 052	Transit Level/Laser
Apprenticeship Carpentry 053	Machinery Installation and Erection
Apprenticeship Carpentry 054	Drive Systems and Alignment
Apprenticeship Carpentry 055	Hydraulic Systems and Machinery Bases
Apprenticeship Carpentry 056	Pneumatic Systems and Compressors
Apprenticeship Carpentry 057	Turbines and Generators
Apprenticeship Carpentry 058	System Design and Fabrication
Apprenticeship Carpentry 059	Structural Welding-AWS/L.A. City
Apprenticeship Carpentry 060	Welding Fabrication
Apprenticeship Cosmetology 039*	Cosmetology Skills
Business 101	Business Law
Counseling N45*	Orientation to College
Counseling 123*	Introduction to Leadership Training for College Orientation Programs
Counseling 125*	Exploring Leadership
Exercise Science 100	Healthful Living
Exercise Science 102	Nutrition and Fitness
Exercise Science 105	First Aid and Personal Safety
Exercise Science 106*	Cardiopulmonary Resuscitation
Exercise Science 109*	Sport in US Society
Exercise Science 110	Women's Health Issues
Exercise Science 111*	Sports Psychology
Exercise Science 112	Exploring Concepts of Fitness & Wellness
Exercise Science 115	Personal Fitness Evaluation
Exercise Science 120	Aerobics
Exercise Science 121	Step Aerobics
Exercise Science 122	Aerobic Cross Training
Exercise Science 123	Stretch, Flex, and Tone
Exercise Science 124	Walking/Jogging for Fitness
Exercise Science 125	Cardio Boxing
Exercise Science 129	Co-Ed Circuit Training
Exercise Science 130	Circuit Training
Exercise Science 132	Circuit Training for Summer Fitness
Exercise Science 134*	Circuit Training for Seniors
Exercise Science 135	Cardiovascular Conditioning
Exercise Science 136*	Cardiorespiratory Conditioning for Seniors
Exercise Science 139	Strength Training
Exercise Science 140	Tai Chi
Exercise Science 141	Self Defense
Exercise Science 142	Tennis
Exercise Science 143	Yoga
Exercise Science 150	Co-Ed Track and Field
Exercise Science 160	Golf Fundamentals
Exercise Science 161	Golf On-Course Strategies

Credit (con't)

Exercise Science 164	Golf Course Management
Exercise Science 170	Co-Ed Soccer
Exercise Science 173*	Basketball
Exercise Science 175*	Co-Ed Bowling
Exercise Science 220	Conditioning for Athletes-Men
Exercise Science 221	Conditioning for Athletes-Co-Ed
Exercise Science 222	Conditioning for Athletes-Women
Exercise Science 224	Speed and Agility-Men
Exercise Science 226	Speed and Agility-Women
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 259	Track and Field Team-Off Season
Exercise Science 260	Golf Team-Men
Exercise Science 261	Golf Team-Women
Exercise Science 269	Golf Team-Off Season
Exercise Science 270	Soccer Team-Men
Exercise Science 271	Soccer Team-Women
Exercise Science 275*	Theory of Soccer
Exercise Science 278	Soccer Team Off Season-Men
Exercise Science 279	Soccer Team Off Season-Women
Exercise Science 281	Softball Team-Women
Exercise Science 285*	Theory of Softball
Exercise Science 289	Softball Team Off Season-Women
Gemology 029	The Jewelry Profession
Gemology 040	Appraisal Theory and Practice
Physics 217	Engineering Physics I
Physics 227	Engineering Physics II
Physics 237	Engineering Physics III
Public Works 082*	Project Management: Microsoft Project
Special Services N60*	Learning Assessment
Special Services N68*	Learning With Technology
Survey/Mapping Sciences 150	Introduction to Geographic Information Systems
Survey/Mapping Sciences 206#	Advanced Computer Aided Drafting for Surveyors
Survey/Mapping Sciences 261*	Introduction to GPS (Global Positioning System)
Theatre Arts 103	History of Film to 1945
Theatre Arts 104	History of Film From 1945 to Present
TV/Video Communications 121*	Intermediate Writing for TV, Film, and Corporate Video
TV/Video Communications 123*	Advanced Writing Projects for TV, Film, and Corporate Video
TV/Video Communications 298*	TV/Video Communications Practicum
Water Utility Science 106*	Backflow Prevention Devices

Non-Credit

English as a Second Language 400	Transition ESL
High School Subjects 032	HS Subjects Individualized Instruction
High School Subjects: English 062	Speech and Debate 1A

Non-Credit (con't)

Attachment #6c

High School Subjects: Other 005

High School Subjects: Reading 010

High School Subjects: Social Sciences 228

Vocational: Business 011

Vocational: Construction 857

Vocational: Construction 860

Vocational: Construction 865

Introduction to Child Development

Individualized Instruction in Reading

World History

Introduction to Web Graphics using Adobe CS Tools

Introduction to Construction Technology

Construction Technology

Introduction to Painting

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

To: Board of Trustees	Date: 3/11/2013
Re: Consulting Agreement with Cynosure New Media, Inc.	
Action: Request for Approval	

BACKGROUND

The Student Success Act of 2012 and subsequent actions by the California Community College System's Board of Governors are reshaping the community college system into one in which students receive more support services upon entry and are encouraged to identify and pursue a credential or degree upon entry. This new policy will allow students who have been fully matriculated (tested for academic placement, oriented, and who have created an Educational Plan) to enroll for classes ahead of students who have not matriculated. As a result, Santiago Canyon College and Santa Ana College are developing an on-line orientation for students that will help us comply with the new provisions of the Student Success Act in 2013 and beyond. The development process will take up to six months and we anticipate having a fully operational system during that window. The on-line orientation will be supported by on-site college staff who will continue to provide 1:1 and small group support to both new and continuing students.

ANALYSIS

Adding on-line orientation to Santa Ana College and Santiago Canyon College's current site-based orientation program will significantly expand student access to a brief, self-paced, customized orientation to the colleges which will help them avoid many of the common missteps that impede student success and degree completion. It will help to ensure compliance with the Student Success Act and supports accreditation standards that require the alignment of institutional resources in support of student success and completion.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consulting agreement with Cynosure New Media, Inc. to support the development of an on-line orientation program for students at Santa Ana College and Santiago Canyon College. The agreement will be in effect beginning March 12, 2013 and is valid through December 30, 2013 to allow for the phased in development of the system.

Fiscal Impact:	\$46,068/per campus Board Date: March 11, 2013
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services John C. Hernandez, Ph.D., Vice President of Student Services
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College Juan Vázquez, President, Santiago Canyon College
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD



CONSULTING AGREEMENT

This agreement is made and entered into this 8 day of Feb, 2013 by and between Rancho Santiago Community College District, located at 2323 N. Broadway, Santa Ana, CA 92706 and Santiago Canyon College, located at 8045 E. Chapman Ave., Orange, CA 92869, hereinafter collectively called "client" and Cynosure New Media, Inc., hereinafter called "consultant", presently doing business at 9974 Scripps Ranch Blvd, Suite 357, San Diego, CA 92131.

WHEREAS the consultant represents he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement, it is mutually agreed by the parties hereto as follows:

- Article 1: Employment of the Consultant. Client hereby contracts with Consultant to perform professional services and advice as set forth in the attached proposal and incorporated herein by reference, to the satisfaction of the Client.
- Article 2: Term of the Agreement. The Consultant shall provide the services called for under this agreement during a period commencing on the date of contract execution and continuing for a period of 4-6 months. It is expressly understood by Consultant that time is of the essence of this agreement and the Client may terminate this agreement in the event of unexcused delay in Consultant's performance hereunder.
- Article 3: Consultant's Fee. Client will pay Consultant for the performance of all services rendered pursuant to and during the term of this agreement the sum of \$ \$46,068.00. These fees shall include normal operating and office expenses or costs associated with completion of the work to be done as detailed in the attachment, **Exhibit A - Statement of Work and Costing Details**.
- Article 4: Payments. Payment of Consultant's fee shall be made based on Net 30-day terms and according to the milestone schedule referenced in the attached proposal. It is Consultant agrees and acknowledges that it is Consultant's sole responsibility to report as income all compensation received from Client, and to make the requisite tax filings and payments to the appropriate federal, state, and local tax authorities.
- Article 5: Change in Project Scope. Should the project scope change substantially, Consultant reserves the right to revise the specifications and prices to reflect the changes in the project deliverables. Any such changes shall be evidenced by a signed Change Order, which will adjust the Contract Value of this project.
- Article 6: Sales Taxes. Client agrees to be responsible for any and all sales and uses taxes applicable to this project, unless Client provides Consultant with a resale certificate. Should Consultant invoice Client without applicable sales tax and it later be determined (through sales tax audit or otherwise) that sales tax was due, Client agrees to accept liability for all such taxes, and should Consultant make such payments to the taxing authorities, Client will reimburse Consultant for those payments within 10 days of receipt of an invoice from Consultant for such taxes (including copies of appropriate documentation supporting such invoice).

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- Article 7: Worker's Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a bona fide employee of Consultant participating under this agreement files a claim under the provisions of the California Workers' Compensation Act against Client, Consultant agrees to defend and indemnify Client from such claim.
- Article 8: Insurance. Consultant agrees to carry comprehensive general and automobile liability insurance with limits of two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and Client against liability or claims of liability that may arise out of this agreement. Consultant agrees to provide Client with certificates of insurance upon request.
- Article 9: Audit and Inspection of Records. At any time during the normal business hours and as often as Client may deem necessary, and upon reasonable notice, Consultant shall make available to Client for examination at the Client's place of business all data, records, investigative reports, and all other materials respecting matters covered by this agreement. Consultant will permit Client to audit and to make audits of all invoices, materials, payrolls, records of personnel, and other data related to all matters covered by this Agreement.
- Article 10: Confidentiality and Use of Information.
- a) Consultant shall hold in trust for the Client, and shall not disclose to any person, any confidential information. Confidential information which is related to the Client's research, development, trade secrets, and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b) Consultant shall advise Client of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise Client, and as a result of the use of any programs or materials developed by the Consultant under this agreement, Client should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend Client against any action or claim brought by the copyright holder.
- Article 11: Administration of Agreement. This agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed as follows:
- FOR THE CLIENT**
- 1) Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, CA 92706
 - 2) Santiago Canyon College, 8045 East Chapman Avenue Orange, CA 92869
-



FOR THE CONSULTANT

Cynosure New Media, Inc.

Attn: Paul L. Zimmerman

9974 Scripps Ranch Blvd. #357

San Diego, CA 92131

(858) 571-6175

Employer Identification Number: 33-0857232

Article 12: **Notice.** All notices or demands to be given under this agreement by either party to the other shall be in writing and given by (a) personal service, or by (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage paid. Service shall be considered given when received if personally served, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are set forth as above.

Article 13: **Ownership of Work Product.** All products of work performed pursuant to this agreement, including but not limited to, notes, tables, graphs, reports, files, compiled computer programs, **excluding source code**, will be the sole property of Client. **Consultant retains ownership of the source code and as such the right to repurpose, re-use, or make derivative works of the work product as it sees fit.**

Article 14: **Termination for Cause.** Client may terminate this agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing Client to liability to others for personal injury or property damage, (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by Client of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this agreement shall upon the expiration of five (5) days cease and terminate.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by Client.

At the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall, at the option of the Client, become property of the Client, excluding source code as described above.

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- Article 15: **Termination for Convenience.** Either party may terminate this agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.
- If the agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payment theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by Client for the performance of such work.
- Article 16: **Status of Consultant.** It is agreed that Client is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this agreement. Consultant shall complete this agreement according to its own methods of work that shall be in the exclusive charge and control of Consultant and which shall not be subject to control of supervision by the Client, except as to the results of the work. Consultant is, for all purposes arising out of this agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the Client for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any Client benefits to which Client employees are entitled, including, but no limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.
- Article 17: **Hold Harmless.** Client shall not be liable for, and Consultant shall defend and indemnify Client and its officers, agents, employees and volunteers (collectively "Client Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind of character, including attorney' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including , without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of Client Parties. Consultant shall have no obligation, however, to defend or indemnify Client Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Client Parties.
- Article 18: **Conflict of Interest.** Consultant discloses no other compensation, actual or potential, received in any form from a party other than the Client as a result of performance of this contract by Consultant.
- If Consultant becomes aware of the potential for such compensation subsequent to the execution of this contract, Consultant shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with

making any recommendation of any products or service for purchase by the Client, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

- Article 19: **Assignment.** No portion of this agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of Client and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.
- Article 20: **Compliance With Applicable Laws.** Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this agreement or arising out of the performance of such activities.
- Article 21: **Permits/License.** Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- Article 22: **Non-Waiver.** The failure of Client or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- Article 23: **Severability.** If any term, condition, or provision of this agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
- Article 24: **Entire Agreement/Amendment.** This agreement and any exhibits attached herto constitute the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by written amendment executed by both parties to the agreement.
- Article 25: **Governing Law/Venue.** The laws of the State of California shall govern the terms and conditions of this agreement. Any action or proceeding brought by any party against any other party arising out of or related to this agreement shall be brought exclusively in San Diego County.
- Article 26: **Attorney's Fees.** If either party commences any legal action or proceeding to enforce, interpret, or construe this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.



Article 27: Alterations or Variance. No alterations to this agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove first written.

Santiago Canyon College

8045 E. Chapman Ave.

Orange, CA 92869-4512

By: Juan A. Vazquez

Name: Juan A. Vazquez

Title: President, Santiago Canyon College

Date: 2-28-13

Rancho Santiago Community College District

2323 N. Broadway

Santa Ana, CA 92706

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor, Business/Fiscal Services

Date: _____

Cynosure New Media, Inc.

9974 Scripps Ranch Blvd, #357

San Diego, CA 92131

By: Paul L. Zimmerman

Name: Paul L. Zimmerman

Title: President, Cynosure New Media, Inc.

Date: 8 Feb 2013

INTRODUCTION

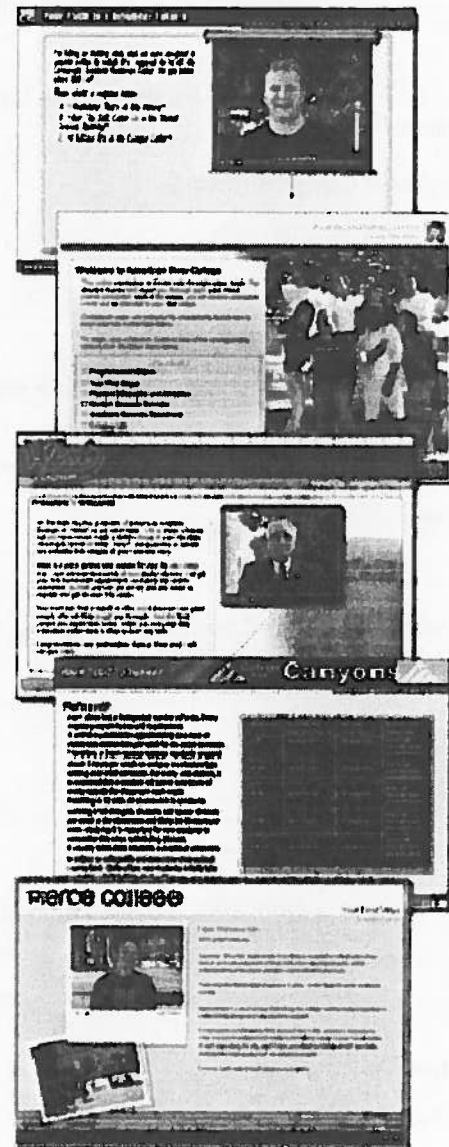
Among the processes a new community college student first encounters is Matriculation. Matriculation ensures students set out on the right foot to be successful adult learners. Part of that process is New Student Orientation. Typical orientations are in-person presentations where college staff cover the basics of college life, describe student services, and provide insight on how to make each student’s college experience a success. Unfortunately, too often these facilitator-led presentations lack consistency of message and engagement, and needlessly burden an already thinly stretched staff.

To ensure the greatest number of students hear a consistent message, Cynosure, working closely with our existing community college clients, has developed a web-based new student orientation program.

- The primary goal is to create a self-guided, online, media-based, application that meets the unique content requirements of Santiago Canyon College and results in improved student knowledge about student services, keys to college success, and an overview of the college experience.
- The online new student orientation also serves these additional needs:
 - Outreach/recruitment
 - Online information resource
 - Guest or parent review of orientation content

Subordinate goals/project objectives for online orientation include:

- The creation “middleware” applications that can interface with existing student data systems.
- Provide media-based presentations that provide a structured linear flow of content and information.
- Track student performance and provide data output capabilities for analysis and reporting.
- Ensure compliance with Section 508 of the American’s with Disabilities Act.
- Create Student Learning Outcomes (SLOs).
- Incorporate into the orientation program an SLO measurement survey, Cynosure’s Knowledge Gap Assessment.



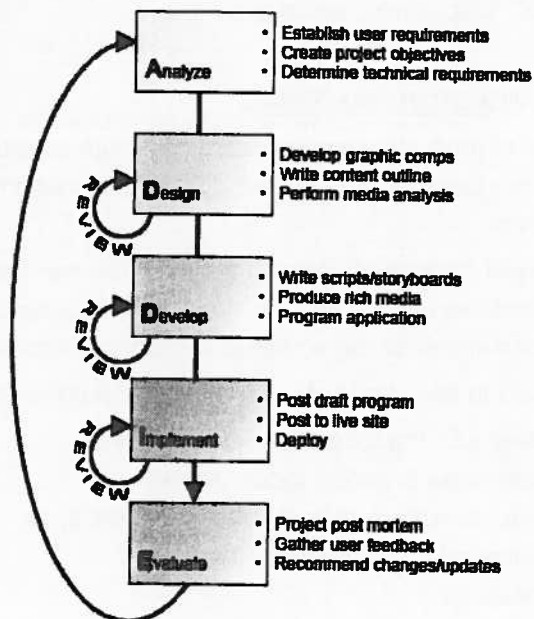
ABOUT US

Cynosure New Media, Inc. (est. 1999) is a San Diego-based full-service communications company specializing in media-based training development, digital content production, and custom software applications. Our expertise in instructional systems design and corporate communications spans several industries including wireless telecommunications, biotech, healthcare, software development, organizational management, leadership development, and employee improvement. Our clients consistently agree, *the Cynosure difference is that we always do what we say we will do - deliver superior end-products on time, on budget and with exceptional customer care.*

Powered by a dynamic team of individuals with diverse skills and talents, Cynosure builds successful partnerships with its customers through careful planning, monitoring, and two-way communication. We pride ourselves in our ability to respond to our customers quickly through proactive rather than reactive project management. Bottom line – we strive to create long-term collaborative business relationships to ensure a win-win environment for our customers, our strategic partners, and our team of creative professionals.

WHAT MAKES US DIFFERENT

At its core, Cynosure New Media is a training development / instructional design company. Therefore, regardless of the project type (training, corporate communication, or information) we make use of the ADDIE instructional design model in our development process. The model forces us to make certain project considerations that would not normally be addressed by ordinary multimedia developers.



STATEMENT OF WORK

Design, develop, produce, and program an online orientation program for new students attending Santiago Canyon College.

TECHNICAL DESCRIPTION

Online orientation delivers an innovative and engaging interactive program that presents a high-level core set of information needed for success by the first semester student. Projects of this nature and with the previously documented list of objectives are best produced in phases.

Cynosure proposes this project be developed in the following phases:

- Design and storyboarding
- Video production
- Graphic production
- Programming
- QC, test, review, and approval

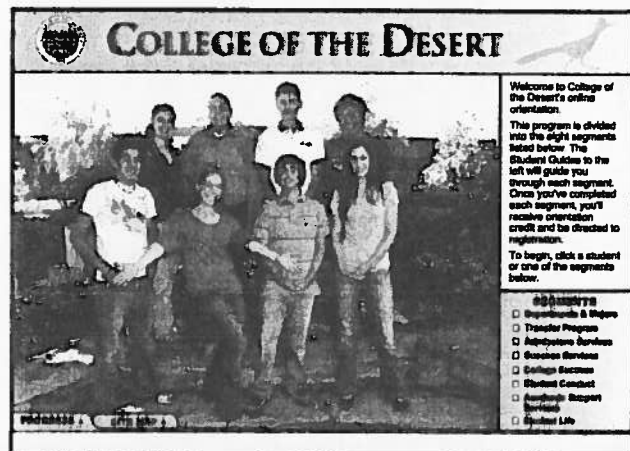
DESIGN AND STORYBOARDING

This stage of production encapsulates all design considerations to be made for the finished program. It begins with a campus kick-off meeting that explores and documents all the campus specific content requirements.

The results of the kick-off meeting are used through the continuation of the design and storyboarding phase, which culminates into a complete storyboard document that details all of the rich media elements, narrated dialog, video vignettes, on-screen text, graphic/photo descriptions, and relevant content.

With respect to this phase of production, Cynosure will:

- Meet with the college representatives or committee to collect ideas, themes, requirements, and an outline of content to be delivered in the program (the kick-off meeting).
- Design and submit for approval interface designs that depict the online graphical look and feel, navigation, and samples of screen templates. Templates include those required for video playback, the presentation of content, and navigation.



- Develop a content outline depicting organization of content.
- Script all content required for presentation
- Detail graphic, photo, and video requirements required for the program

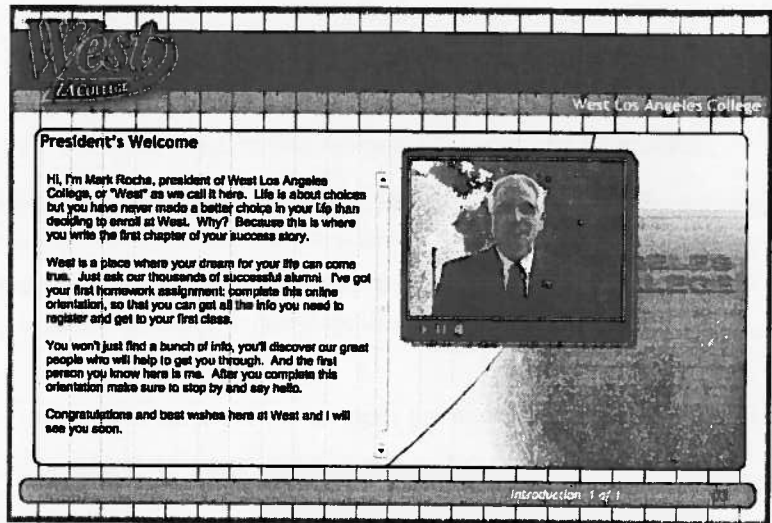
VIDEO PRODUCTION

The online orientation will make use of a substantial amount of video. The use of video is intended to maintain learner engagement and improve content retention. Cynosure's professional video product crew will film all required video segments on campus during 3-days of on-campus video production.

Video production on campus is also our opportunity to take still photography as needed to support graphic requirements of the orientation.

With respect to video production phase of production, Cynosure will:

- Develop a pre-production shot list based on the screen concepts and storyboards.
- Develop and deliver a "video production planning document" intended to assist the campus plan for the video production visit.
- Work with the campus to populate a production schedule with volunteer student talent.
- Shoot video using professional crew and equipment. Equipment typically includes camera, lights, audio, and teleprompter. Actual equipment and crew provided depends on actual video requirements.
- Provide still photography as required
- Edit and produce videos.
- Digitize and compress finished videos for inclusion in the finished online orientation.



GRAPHIC PRODUCTION

During this phase, all images, graphics, animations, and photography documented in the storyboard for use in the program are produced. Individual screens are laid-out with their associated text and/or images. Placeholders are left for video or other pending content.



With respect to the preparation of all rich media for use in the orientation, Cynosure will:

- Prepare all rich media elements as detailed in the approved storyboards
 - Develop graphics, animation, and text for inclusion into the program.

PROGRAMMING

This phase of development brings all the orientation components together into a format suitable for online review and comment. Goals of the programming phase include, but aren't limited to:

- Combine all elements into a complete deliverable package.
- Ensure compliance with Section 508 of the American's with Disabilities Act
 - To avoid duplication of efforts, components for accessibility of the program(s) are produced ONLY after the electronic versions are approved and delivered.
 - The development of accessible components should not interfere with the successful deployment of the program(s) and are delivered as an update of existing files.

With respect to the programming required for the orientation, Cynosure will:

1. Program all components needed for online presentation
 - Use appropriate combinations of various web-friendly components (HTML, FLV, JPG, classic-ASP, and XML), to program the orientation into a format suitable for online review, comment, and approval
2. Host program for review
 - During the development and review cycle, Cynosure will host the orientation program on its corporate web servers. A URL will be provided for online review.
3. Work with IT staff to interface programs with the existing student data system.
 - Because Cynosure online programs are constructed using standard web compatible files, no additional server-side support is needed, except in the case with specific programs are to be integrated with existing student information systems.
 - Cynosure programming staff will partner with campus IT to develop the required "middleware" to successfully integrate the program(s) with existing student information systems.

ADDITIONAL PROGRAMMED ELEMENTS

As a companion to the online orientation program, Cynosure provides a simple usage tracking and data collection system. The data collection system makes use of a basic flat file data utility, provides essential administrative functionality and control, and reports usage of the online orientation program by viewers.

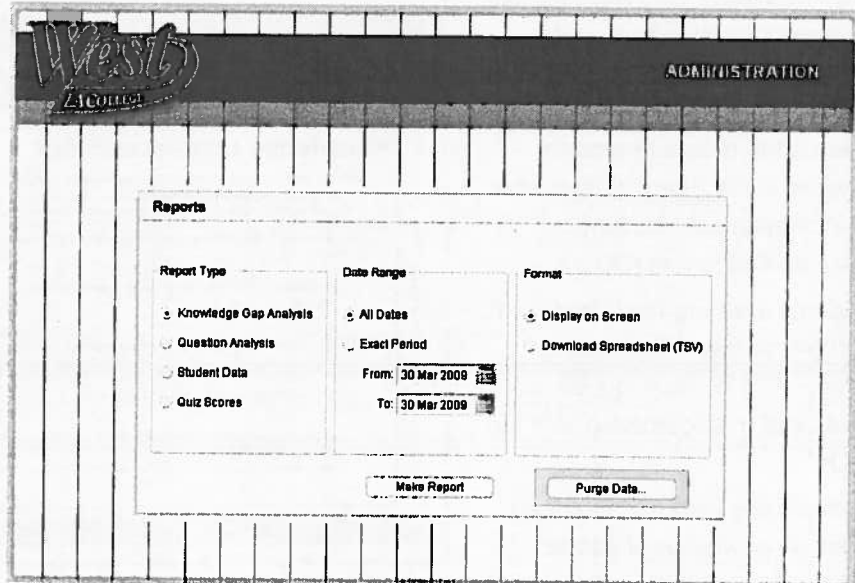
The system records the following information:

- Student identify at the time of entry.
- Completion of individual orientation segments.
- Time of entry into and exit from the online program.
- Overall completion status.

The data utility is a pre-existing tool and as such not subject customization.

Administrative functions and controls to be programmed include:

- Password protected access to the administrative control panel and report generation
- Search capabilities based on Student ID number, student name, and/or date/date range.
- Data export to a tab-separated values (TSV) format, suitable for use in programs such as Microsoft Excel.
- Purging data from the data system
- The data system will be self-sufficient and not require maintenance by IT department staff.



KNOWLEDGE GAP ASSESSMENT

The Knowledge Gap Assessment is an automated survey and report that is integrated into the orientation program. It is designed to measure student success in the orientation against a set of establish Student Learning Outcomes (SLO).

Students entering the orientation for the first time are presented a survey of 25 or more questions developed in accordance with the SLOs.

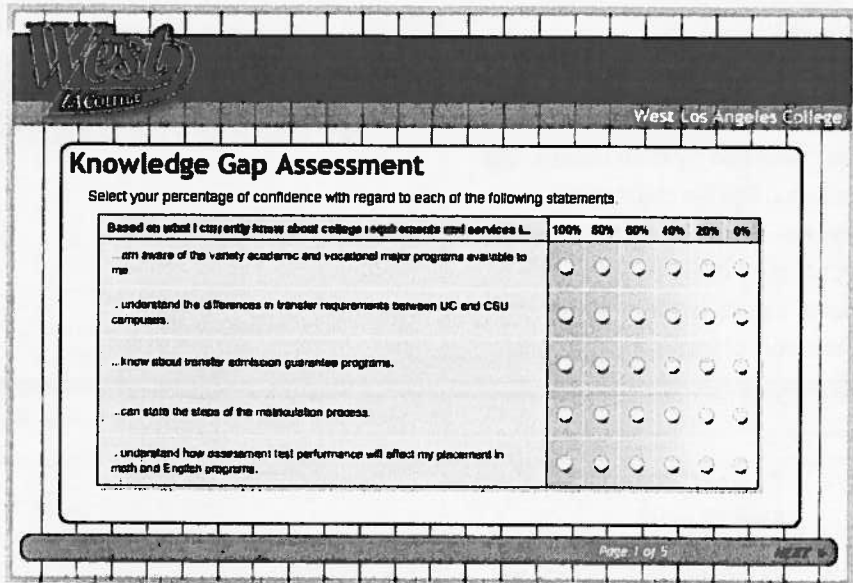
Students are asked to rate their existing knowledge of subject material to be covered in the online orientation on a 6-point scale with intervals at 100, 80, 60, 40, 20, and 0 percent.

Upon completion of the orientation, students respond again to the same survey.

The Knowledge Gap Assessment is a measure of the students' own perceived improvement (or lack) in knowledge about orientation subject material.

The data is then available in report form accessed through the existing data utility.

The report tracks performance averages for the entire population of results selected. The report is displayed in a browser window for printing, or can be exported into a format suitable for import into an Excel spreadsheet or other data application.



Statement	100%	80%	60%	40%	20%	0%
...am aware of the variety academic and vocational major programs available to me.	71%	81%	10%			
...understand the differences in transfer requirements between UC and CSU campuses.	66%	79%	13%			
...know about transfer admission guarantee programs.	63%	77%	14%			
...can state the steps of the matriculation process.	59%	73%	16%			
...understand how assessment test performance will affect my placement in math and English programs.	57%	73%	16%			
...have completed or plan to complete my FAFSA.	63%	82%	19%			
...plan to take advantage of services offered by the Financial Aid office.	64%	82%	18%			
...plan to take advantage of services offered by the Transfer Center.	60%	81%	21%			
...plan to take advantage of services offered by DSPS office.	57%	79%	22%			
...plan to take advantage of services offered by EOPS office.	52%	76%	24%			
...plan to take advantage of services offered by CARE office.	64%	81%	17%			
...plan to take advantage of services offered by Workforce Development Center.	61%	79%	18%			
...plan to take advantage of services offered by Veteran's Affairs Office.	60%	77%	17%			
...plan to take advantage of services offered by HLRC.	60%	74%	14%			
...know I should schedule 2-3 hours of study for each class unit.	56%	72%	16%			
...know how to read the Schedule of Classes.	64%	77%	13%			
...can state the differences between a class drop and a withdrawal.	61%	75%	14%			
...plan to visit a counselor at least once per semester.	60%	77%	17%			
...can state the academic standards for be a student in good standing.	57%	74%	17%			
...have reviewed LACCD rules of conduct.	55%	72%	17%			
...am aware of the various disciplinary actions that may be taken for conduct violations.	60%	78%	18%			
...have reviewed the LACCD sexual harassment policies.	59%	76%	17%			
...can define terms associated with the LACCD sexual harassment policy.	56%	75%	19%			
...understand the consequences for those found to be engaged in sexual harassment.	55%	73%	18%			
...can direct a victim of sexual harassment to the necessary resource.	52%	73%	21%			
TOTAL RESPONSES	57	20				



In support of Knowledge Gap Assessment requirements, Cynosure will:

1. Develop a complete set (approximately 25) of Student Learning Outcomes (SLOs).
 - a. Objectives will be written as informal Mager-style objectives. Informal objectives include the task description in verb/noun form, but lack the condition and standard statements of formal objectives.
2. Develop a Knowledge Gap Assessment survey matched against the SLOs
3. Integrate both the Pre- and Post-orientation surveys into the online orientation program.
4. Program the necessary output reports and integrate them into the admin utility.

WARRANTY

Cynosure New Media, Inc., warrants this application from programming and technical defects with regard to the condition of content, navigation, and video playback. However, Cynosure can not anticipate the future direction of the technologies upon which this orientation is based and therefore can not warrant its ability to play without error should technologies change in the future. Specific technologies employed in this program include: Adobe Flash and various Internet browsers, i.e., Microsoft Internet Explorer, Netscape, and Mozilla Firefox.

ORIENTATION ON-GOING MAINTENANCE

Cynosure New Media, Inc., understands that in spite of our best effort to develop a product with content longevity, things change. As such, we agree to make small changes free of charge for a period of up to 3-years.

Small changes are described as typographical errors, minor changes to text content, etc., that can be made in the period of 30-45 minutes and returned to the college as a replacement file with instructions for IT staff how to upload the file the web server.

Changes of longer duration, video changes, programming changes, additions or removal of content segments do not fall under this provision.

Change requests of this type should be documented by college staff and delivered to Cynosure for a prompt return of an estimate to make the requested changes.

PERIOD OF PERFORMANCE

The typical development process is 4 to 5 months.

A detailed schedule will be published following execution of the contract and take into consideration the college's desired date for deployment of the orientation and Cynosure's existing workload.



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**EXHIBIT A – STATEMENT OF WORK
AND COSTING DETAILS**

COST

Cynosure agrees to develop an online orientation program for Santiago Canyon College as described in this proposal for the firm fixed price of \$46,068 (inclusive of a 12% across the board project discount provided Santa Ana College also contracts for an online orientation project - see cost details below). Cynosure requests that payments be made in four equal installments based on the following milestone schedule. Individual invoices can be generated per campus or collectively at the discretion of the campus/district.

- Milestone 1:** Project Kick-Off Meeting.
- Milestone 2:** Orientation Design/Storyboards – due upon delivery of the orientation storyboard document.
- Milestone 3:** Video Production – due upon completion of 3-days of on-campus video production.
- Milestone 4:** Final Acceptance of Programmed Orientation – due upon the final acceptance of the programmed orientation and delivery of files to Santiago Canyon College IT staff for deployment on the college web site.

All invoices are submitted based on Net 30-day terms.

COST DETAILS

Develop a standalone online orientation program that addresses the needs of Santiago Canyon College new students.

Phase	Description	Rate	Per	Unit	Cost
Design	Storyboard Development	\$ 4,500.00	project	1	\$ 4,500.00
	Interface Design	\$ 1,500.00	project	1	\$ 1,500.00
DESIGN SUBTOTAL					\$ 6,000.00
Video/Graphics	Pre-Production	\$ 100.00	hour	32	\$ 3,200.00
	Video Production	\$ 3,750.00	day	3	\$ 11,250.00
	Per Diem (2 overnight stay x 4 crew)	\$ 150.00	person days	8	\$ 1,200.00
	Video Editing	\$ 125.00	hour	20	\$ 2,500.00
	Transcription	\$ 50.00	hour	16	\$ 800.00
	Consumables	\$ 500.00	project	1	\$ 500.00
	Graphic Production	\$ 110.00	screen	90	\$ 9,900.00
VIDEO/GRAPHICS SUBTOTAL					\$ 29,350.00
Programming	Web Apps Developer	\$ 125.00	hour	80	\$ 10,000.00
	ADA Compliance	\$ 50.00	hour	80	\$ 4,000.00
	Knowledge Gap Assessment	\$ 3,000.00	project	1	\$ 3,000.00
PROGRAMMING SUBTOTAL					\$ 17,000.00
PROJECT TOTAL					\$ 52,350.00
12% Project Bundled Discount					(\$6,282.00)
PROJECT GRAND TOTAL					\$ 46,068.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of WIA ITA Training Provider Services	
Action:	Request for Approval	

BACKGROUND

Since 2000, Santiago Canyon College has been a partner with the Orange County Workforce Investment Board (OCWIB) partnering on grants, providing match and participating on the Employment Provider Training List (EPTL). The purpose of this contract is to prepare eligible participants for entry or re-entry into the labor force by providing training for in-demand career and technical education programs. The Individual Training Account (ITA) provides the mechanism that allows the OCWIB to refer eligible participants to the college for education and training.

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College would receive upon completion of the training program \$6500 per student after deduction of Pell or other Educational Assistance received per the terms and conditions of the contract agreement. Compensation for the services provided to Santiago Canyon College will be at a rate that is less than or equal to the contracted rate stated in the agreement.

RECOMMENDATION

It is recommended that the Board approve the Orange County Workforce Investment Board (OCWIB)'s contract for Individual Training Account Provider Services as presented.

Board Date: March 11, 2013
Fiscal Impact: The fiscal impact to the college is contingent upon students qualifying for services per the eligibility requirements of the OCWIB and the number of eligible participants requiring training. The college would earn \$6500 per student upon completion of a program.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs; Corine Doughty, Dean, Business & Career Technical Education
Submitted by: Juan A.Vázquez, President
Recommended by: Dr. Raúl Rodríguez, Chancellor

AGREEMENT # 12-28-629648

BETWEEN

COUNTY OF ORANGE

AND

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT -
SANTIAGO CANYON COLLEGE**

FOR

WIA ITA TRAINING PROVIDER SERVICES

CFDA:

17.258 WIA Adult Programs

17.278 WIA Dislocated Worker Formula Grants

17.259 WIA Youth Activities

Funding Agency:

Department of Labor

Department of Labor

Department of Labor



CONTRACT

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- Attachment A – General Program Requirements
- Attachment B – Approved Training Programs
- Attachment C – Performance Standards
- Attachment D – Pell Grants
- Exhibit A – Child Support Enforcement Provision
- Exhibit B – Drug Free Workplace Certificate
- Exhibit C – Debarment and Suspension Certificate
- Exhibit D – Certificate Regarding Lobbying
- Exhibit E – Disclosure Form to Report Lobbying
- Exhibit F – EDD Independent Contractor Reporting Requirements

This Agreement # 12-28-629648, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and Rancho Santiago Community College District - Santiago Canyon College with a place of business at 8045 East Chapman Avenue, Orange, CA 92869-4512, hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act", to provide workforce investment activities through a One-Stop Service Delivery System, increase employment retention and earnings, empower individuals through information and access to training resources through Individual Training Accounts, reduce welfare dependency and increase accountability thereby improving the quality of the workforce and enhancing the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY by Minute Order dated, July 17, 2012 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has set aside funds for the purpose of engaging CONTRACTOR to provide tuition-based occupational training upon completion of training; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), shall administer this CONTRACT as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

WHEREAS, OC Community Resources – OC Community Services/Community Investment Division PROJECT MANAGER is responsible for the coordination of WIA ITA Training Provider services under CONTRACT Number 12-28-629648; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

Additional Terms and Conditions:

1. **Coordination/Administration of Contract:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division WIA ITA Training Providers Services project coordinator (hereinafter referred to as "PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the WIA ITA Training Providers services provided by the COUNTY. The County's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to prepare eligible participants for entry or re-entry into the labor force by providing training for demand occupations in Orange County. CONTRACTOR shall ensure compliance with this purpose.
3. **Approved Training Programs:** This CONTRACT is based upon the information and representations contained in Attachment B, CONTRACTOR'S Approved Training Programs. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this CONTRACT. The specific program components to be performed by CONTRACTOR and the service levels to be utilized by COUNTY for program evaluation and monitoring include, but are not limited to, those listed in Attachment B hereto. Training to be provided hereunder shall be restricted to those classes and programs described in Attachment B hereto for which at least one participant is enrolled.
 - A. **Services:** CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Attachments "A", "B", "C" and "D" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Attachments "A", "B", "C" and "D".
 - B. **Modification of Program Components and Services Levels:** The PARTIES agree that those program components, and service levels detailed in Attachments "A", "B", "C" and/or "D" may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR. Should the State of California modify any program component and/or service level detailed in Attachments "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements. The PARTIES hereto agree that those program descriptions and costs detailed in Attachment B Approved Training Programs may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR so long as the information matches CONTRACTOR information on the Eligible Training Provider List (hereinafter referred to as "ETPL") and the basic goals and objectives of the CONTRACT are not altered.

4. **Term of Contract:** This CONTRACT shall be effective from March 12, 2013 through June 30, 2013, unless otherwise terminated by the COUNTY. This CONTRACT is subject to the provisions of Paragraphs J and 23 of this CONTRACT; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting.
5. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of Federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. The decision of CONTRACT MANAGER shall be binding on CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or CONTRACT MANAGER's decision.
6. **Program Income:** COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.
7. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated this CONTRACT, reduce COUNTY's maximum obligation, or modify the CONTRACT, without penalty to the COUNTY.
8. **Fiscal Accountability:**
 - a. **Financial Management System:** CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
 1. Information pertaining to tuition rates, payments, and educational assistance payments;
 2. Source documentation to support accounting records; and
 3. Proper charging of costs and cost allocation.
 - b. **CONTRACTOR's Record:** CONTRACTOR's records shall be sufficient to:
 1. Permit preparation of required reports;
 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

c. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:

1. the Act;
2. 20 C.F.R. Part 667; and
3. State implementing legislation

9. **Non-Supplantation of Funds**: Funds provided under this CONTRACT shall only be used for activities which are in addition to those which would otherwise be available in the absence of such funds. CONTRACTOR shall not render services under this CONTRACT to any participant whose cost of training is otherwise paid for by any other person or entity. CONTRACTOR agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or COUNTY, funds under any Federal, State, or COUNTY, program without prior written approval from COUNTY CONTRACT MANAGER.

10. **Adjustments – Approved Training Programs**: No adjustments made to the Approved Training Programs will be authorized without prior written approval of the COUNTY assigned PROJECT MANAGER.

11. **Amendments – Changes/Extra Work**: The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

12. **Nondiscrimination and Compliance Provisions**:

a. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

b. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and

Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.

- c. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- d. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- e. CONTRACTOR will give written notice of its obligations under this Paragraph of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
- f. CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall permit DIRECTOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

13. Modifications/Change Orders:

- a. CONTRACT MANAGER may at any time, by written order to CONTRACTOR, make changes within the general scope of this CONTRACT, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Approved Training Programs.

CONTRACTOR and CONTRACT MANAGER shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the CONTRACT. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Paragraph 35 of this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the PARTIES reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- b. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to CONTRACT MANAGER describing the request and its impact on CONTRACTOR's Proposal, Approved Training Programs. CONTRACT MANAGER will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT MANAGER's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT MANAGER may approve a request that meets all of the following criteria:

1. It does not materially change other terms of this CONTRACT, and
2. It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

14. Programs and Instructors:

- a. All programs, courses or classes provided by CONTRACTOR pursuant to this CONTRACT shall be approved by and/or comply with all applicable requirements of the State Department of Education, and/or any other governmental or private entity that controls entry into or the practice of the trade or profession for which said program or classes are designed to train.
- b. All programs, courses or classes shall remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in termination of this contract.
- c. CONTRACTOR shall ensure that every instructor involved in the training of participants hereunder shall be qualified to instruct in the program or training component in which he/she acts as an instructor, and that every instructor required to be certified or licensed is appropriately certified or licensed by the State or other licensing or certifying authority.

15. Participants

- a. Eligibility. Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by CONTRACTOR in any occupational training. Determinations that participants meet federal eligibility requirements shall be made by One-Stop Centers funded by COUNTY, and, when applicable, by WIA Youth Service Providers.
- b. Benefits. Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act (20 CFR, Part 663).
- c. Rights and Privileges. All participants enrolled in courses pursuant to the CONTRACT shall be entitled to all the rights and privileges to which other CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR'S premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR'S representatives will provide academic counseling for participants and inform them of CONTRACTOR'S services available to them.
- d. Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

- e. Compliant Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the DIRECTOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY'S procedures for handling complaints which is available from the DIRECTOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

16. Other Requirements:

In its performance under this CONTRACT, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this CONTRACT:

- a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
 - 1. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
 - 2. CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.
- b. All applicable State statutes, regulations, policies, procedures and directives;
- c. All applicable COUNTY policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to CONTRACTOR'S operations; and
- f. The terms and conditions of this CONTRACT, including Exhibits and Attachments.

If any of the foregoing requirements are enacted, amended, or revised, CONTRACTOR will comply with such changes or will notify DIRECTOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this CONTRACT, if necessary.

17. Payments:

- a. Tuition Rates. Compensation for the services provided by CONTRACTOR hereunder shall be at a rate that is less than or equal to CONTRACTOR'S published tuition rate in accordance with the State of California Eligible Training Provider List, and shall be disbursed in accordance with the tuition rates set forth in Attachment B, Approved Training Programs. COUNTY shall pay to CONTRACTOR the tuition rate only upon receipt of written verification satisfactory to DIRECTOR that the participant has completed the training program in which he/she was enrolled hereunder. Payments to CONTRACTOR hereunder shall be made in accordance with WIA directives and OCWIB policies.
- b. Educational Assistance. Notwithstanding the foregoing, CONTRACTOR shall timely either (1) deduct from invoices submitted to COUNTY the amounts of such Pell or other Educational Assistance received. At DIRECTOR'S sole option, COUNTY may negotiate the use of Pell or other Educational Assistance awards

to meet the social service need(s) of participant(s), or (2) refund to COUNTY an amount equivalent to any Pell Grant or other Educational Assistance payments received by CONTRACTOR for or on account of any participants enrolled hereunder whose full or partial costs of training are covered by this CONTRACT.

c. Documentation. CONTRACTOR shall be required to submit the following documentation to DIRECTOR in order to be eligible to receive payment hereunder:

1. Upon enrollment of a participant hereunder, a voucher with an original copy of the referring training voucher for said participant and a copy of the CONTRACTOR'S Enrollment Agreement Form for the participant signed by both the participant and an authorized representative of CONTRACTOR;
2. To be eligible to receive payment of the rate specified herein, verification satisfactory to the DIRECTOR that the participant completed the training program.
3. To be eligible to receive payment for training not completed by an enrolled participant, verification of the total number of hours of training actually completed by the participant, as evidenced by time sheets, attendance records signed by the participant, or such other documentation as may be deemed satisfactory proof by DIRECTOR and proof of CONTRACTOR'S tuition refund policy in effect at the time this CONTRACT is executed;

In addition to the foregoing, the County's PROJECT MANAGER shall verify receipt of the participant's WIA Application/Registration Form and WIA Enrollment Form prior to making any payment to CONTRACTOR hereunder.

- d. Total Expenditure. In no case shall the amount of expenditure by COUNTY under this CONTRACT exceed the sum of \$6,500 for tuition, books, supplies and registration fees per participant training in the occupations described in Attachment B.
- e. Withholding Payment. COUNTY reserves the right to withhold or refuse payment for late submission of forms including, but not limited to evidence of insurance as described in Paragraph O hereof and invoices required from CONTRACTOR and/or any referring entity. COUNTY reserves the right to withhold or refuse payment for any portion of services or consideration not rendered by CONTRACTOR and/or received by participant as required hereby.
- f. Compensation Payments. COUNTY also reserves the right to make compensation payments to CONTRACTOR at any time during the period of this CONTRACT. The payment structure may include:
1. Full payment after start date of the training program upon written verification of attendance, or
 2. 50% payment after start date of the training program upon written verification of attendance. The remaining 50% will be paid upon written verification that participant has successfully completed the training program.
 3. In the event the participant does not complete said training, CONTRACTOR will be paid by COUNTY in an amount not exceeding the lesser of (1) the amount that any other student of CONTRACTOR would be required to pay for uncompleted training in accordance with

CONTRACT. CONTRACTOR shall insert this condition in each CONTRACT between CONTRACTOR and a SUBCONTRACTOR that is pursuant to this CONTRACT shall require the SUBCONTRACTOR to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the COUNTY of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR's office or place of business for the duration of this CONTRACT and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.
- d. Without prejudice to any other Paragraph of this CONTRACT, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.
- e. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this CONTRACT to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this CONTRACT or to those specified in this CONTRACT as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this CONTRACT, and as otherwise permitted by law.

- f. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and CONTRACTOR Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The CONTRACTOR shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, CONTRACTOR shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTOR to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled *Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party*.

- g. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.

23. Breach of Contract: The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- a. Terminate the CONTRACT immediately, pursuant to Paragraph J herein;
- b. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- c. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

24. CONTRACTOR – Change in Ownership: The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.

25. Conditions Affecting Work: The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve

CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

26. **Conflict of Interest – CONTRACTOR's Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR's employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
27. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
28. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
29. **Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
30. **CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR's insolvency, the COUNTY may terminate this CONTRACT.
31. **CONTRACTOR Personnel – Reference Checks:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT. CONTRACTOR's employees assigned to this project must meet

character standards as demonstrated by reference checks, coordinated by the agency/department issuing this CONTRACT.

32. **CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This PROJECT MANAGER shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY's PROJECT MANAGER, which consent shall not be unreasonably withheld.

The CONTRACTOR's PROJECT MANAGER shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the CONTRACTOR's PROJECT MANAGER.

33. **COUNTY Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

34. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this contract.

35. **Disputes – Contract:**

- a. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of

this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR's PROJECT MANAGER and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY CONTRACT MANAGER by way of the following process:

1. The CONTRACTOR shall submit to the agency/department assigned CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
 2. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County's CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this Paragraph shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph J herein.

36. Complaint Handling Procedures: CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on CONTRACTOR.

37. EDD Independent CONTRACTOR Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit "F" and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "an individual who is not an employee of the ... government entity for

California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

38. **Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
39. **Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
40. **Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit “B” and incorporated herein by this reference.
41. **Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit “C” and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.
42. **Lobbying:**
- a. CONTRACTOR shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit “D” and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the PROJECT MANAGER the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit “E” and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
 - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
43. **Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.
44. **Standards of Conduct:**

- a. **General Assurance.** Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- b. **Employment of Former State or COUNTY Employees.** CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
- c. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
- d. **Conducting Business Involving Close Personal Friends and Associates.** Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.
- e. **Avoidance of Conflict of Economic Interest.** No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.

45. News/Information Release: The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.

46. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' PROJECT MANAGERS' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate

party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

OC Community Resources
OC Community Services/
Community Investment Division
1300 South Grand Avenue, Bldg. "B"
Santa Ana, CA 92705

For CONTRACTOR

Rancho Santiago Community College District -
Santiago Canyon College
8045 E Chapman Avenue
Orange, CA 92869-4512

47. **Literature / Publicity:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and Federal government funds; are supported by the County of Orange and the Orange County Workforce Investment Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."
48. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
49. **Precedence:** The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the exhibits and attachments.
50. **Project Manager, COUNTY:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
- The COUNTY's PROJECT MANAGER shall have the right to require the removal and replacement of the CONTRACTOR's PROJECT MANAGER and key personnel. The COUNTY's PROJECT MANAGER shall notify the CONTRACTOR in writing of such action. The CONTRACTOR shall accomplish the removal within 14 calendar days after written notice by the COUNTY's PROJECT MANAGER. The COUNTY's PROJECT MANAGER shall review and approve the appointment of the replacement for the CONTRACTOR's PROJECT MANAGER and key personnel. Said approval shall not be unreasonably withheld.
51. **Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's PROJECT MANAGER and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

52. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
53. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.
54. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.

- B. Entire Contract:** This CONTRACT, including Attachments A, B, C and D and Exhibits A, B, C, D, E, and F which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by County's CONTRACT MANAGER.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- E. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- F. Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "O" and "EE" below, and as more fully described in Paragraph "O", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- G. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph "O" and "EE" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- H. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor

any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

- I. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subCONTRACTORS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- J. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- K. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- L. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- M. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- N. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.
- O. **Insurance:**
Insurance Provisions
Prior to the provision of services under this contract, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with the

COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. In addition, all SUBCONTRACTORS performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

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

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

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

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

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

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

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

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty

days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

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

against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.

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

connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

EE. Mutual Indemnification:

1. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.
2. County agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
3. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**Rancho Santiago Community College District -
Santiago Canyon College**

By: _____
Peter J. Hardash
Title: Vice Chancellor, Business
Operations and Fiscal Services
Dated: _____

By: _____
Title: _____
Dated: _____

*For CONTRACTORS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For CONTRACTORS that are not corporations, the person who has authority to bind the CONTRACTOR to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
STEVE FRANKS
Orange County Community Resources
Director

Dated: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**



GENERAL PROGRAM REQUIREMENTS

The General Program Requirements have been designed to provide the framework wherein the Contractor will provide training services to participants who are referred by the Orange County Workforce Investment Act (WIA) One-Stop System and WIA Youth Providers.

1. Governance

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Investment Act (WIA), Orange County Workforce Investment Board Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

- A. Workforce Investment Act of 1998
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules.
- C. State of California Employment Development Department, WIAD06-15 Workforce Investment Act Eligible Training Provider List Policy and Procedures, and any subsequent updates.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA.
- E. All actions, directives, and policy and procedures issued by OC Community Services/Community Investment Division/Orange County Workforce Investment Board (OCWIB) or staff.

2. Approved Training Partner Directory

- A. The WIA requires states to establish a list of training providers that are eligible to receive the WIA funds for training services [WIA Section 122 and 20 CFR 663.500]. Section 134 of the WIA requires that local boards establish a listing of training services and programs that are directly linked to the demand occupations for that area.
- B. The State of California Eligible Training Provider List (ETPL) identifies approved training programs. Using the ETPL, the COUNTY has established the Approved Training Partner Directory (ATPD).
- C. Training programs listed on the ATPD are specifically selected as those that provide comprehensive training programs in demand occupations and which lead to a certificate, degree, credential, skill or competency.
- D. Contractor may add new training programs on the ATPD so long as the training programs are listed on the ETPL and meet the demand occupation criteria for Orange County. New training programs will be listed on the following month's ATPD.
- E. Training programs that are de-listed from the ETPL will be de-listed from the ATPD.

3. Referrals

- A. Training referrals by the One-Stop System and WIA Youth Providers are based on customer choice.
- B. Participants who are eligible to receive training services under the WIA as determined by the One-Stop System or WIA Youth Provider shall have an Individual Training Account (ITA) established in their name.
- C. Contractor shall not permit a participant to begin training until the ITA has been approved and Contractor has received official notification from the County.

4. Program Costs

- A. The program costs shall be the same costs listed on the ETPL and ATPD.
- B. Program costs shall not be updated on the ATPD and the Approved Training Programs (Attachment B) until the ETPL has been modified.
- C. Tuition increases shall not be applied to WIA participants enrolled in the training program at the time of the increase.
- D. The training provider will not be compensated for participants who attended less than 7 business days of the training program.

5. Placement Services

- A. Contractor shall assist students with job placement services.
- B. Job placement services may include, but are not limited to career counseling; résumé writing; job search assistance; information about or hosting job fairs; interviewing techniques; and job postings.

6. Insurance

- A. Contractor must submit all insurance documentation within 30 days of the expiration date, in accordance with Paragraph O of this Agreement.
- B. Failure to submit all required insurance documentation may result in the suspension of referrals and tuition payments.

7. Payments

- A. To receive payments for participants who completed their training program, Contractor must submit:
 - 1. Invoice signed by approved school official.
 - 2. Transcripts, copy of certificate, or written verification attached from registrar or other school official verifying participant has completed training.
- B. To receive payments for participants who attended 8 or more business days of the training program, but did not complete the program. Contractor must submit:
 - 1. Attendance records which verify the number of training hours completed or written verification attached from registrar or other school official verifying last date of attendance.
 - 2. Invoice signed by approved school official.



APPROVED TRAINING PROGRAMS

All programs approved for referrals from the Orange County One-Stop Center and Youth Employment Programs must fulfill the following provisions:

1. Training programs will be listed on the Eligible Training Providers List (ETPL).
2. Training programs must meet the local demand occupation criteria to be included in the Approved Training Providers Directory (ATPD).
3. Price increases or decreases must be listed on the ETPL prior to modifying ATPD. Any cost or program changes will not become effective until they occur on ATPD, which is published monthly. It is the responsibility of the Contractor to notify the County/OCWIB of any changes made to ETPL.
4. Compensation for the services provided by Contractor hereunder shall be at a rate that is less than or equal to Contractor's published tuition rate on the List (ETPL). The County will provide compensation based on the Total Cost published in the ATPD at the time the County approves a participant to attend the training course and shall not exceed \$6,500.00 per participant after deduction of Pell or other Education Assistance received.
5. Programs, courses or classes will remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in removal from the ATPD.
6. Training must appear on the ATPD to be eligible for compensation.
7. ATPD is the reference for this scope of work and is updated monthly.



PERFORMANCE STANDARDS

20 CFR 663.535(2)(e) allows local boards to implement performance levels for the local training provider list. The following outlines the performance policy for training providers listed on the Approved Training Partner Directory (ATPD).

1. Quarterly Training Provider Performance

- A. Contractor must have a cumulative quarterly Completion Rate of 75% and a cumulative Entered Employment Rate of 75% for WIA participants for all approved training programs.
- B. The Completion Rate is determined by the number of participants who completed or dropped out of the program divided by the number of participants who completed the program.
- C. The Entered Employment Rate the number of students who completed the training program divided by the number of participants who were employed in training related employment within 180 days of completing the training program.
- D. If Contractor fails to meet the 75% criteria for both the Completion Rate and the Entered Employment Rate for two consecutive quarters, Contractor may be suspended from receiving referrals until the Completion Rate and Entered Employment Rate meets performance levels. County will complete an administrative review to determine the cause for not meeting performance and determine if suspension of referrals is required.

2. Annual Training Provider Performance

- A. Annual Performance for Completion Rate and Entered Employment Rate will be calculated at the end of each Program Year for all WIA participants.
- B. If Contractor falls below the 75% Completion Rate and Entered Employment Rate shall be de-listed from the OCWIB Approved Training Partner Directory.



PELL GRANTS

1. CONTRACTOR'S Financial Aid Officer shall inform COUNTY of the amounts and disposition of all Higher Education Act (HEA) Title IV awards and other types of financial aid to WIA participants.
2. If Pell or HEA Title IV funds are available to a participant whose training is funded pursuant to this agreement, the additional regulations set forth in the Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act Final Rule are applicable and CONTRACTOR shall abide by all said regulations.
3. WIA Regulations 20 CFR Part 663.320 specifically requires that WIA funds are not to be used to pay for the cost of training when Pell Grant funds or other grant assistance is available.
4. WIA participants may enroll in a training program with WIA funds while an application for Pell Grant funds is pending.
5. WIA Regulations 20 CFR Part 663.320 requires that the local workforce investment area (the COUNTY) be reimbursed for the amount of the Pell Grant used for training if the participant's Pell Grant application is approved.
6. Any participant awarded a Pell Grants must be a party to an Agreement between the COUNTY and the CONTRACTOR indicating the portion of the grant to be applied to participant shall be valid.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful CONTRACTOR must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that Rancho Santiago Community College District - Santiago Canyon College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT 12-28- 629648 with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful CONTRACTOR may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements**

(blank form)

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Rancho Santiago Community College District - Santiago Community College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT 12-28-629648 with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

	<u>Peter J. Hardash</u>	<u>Vice Chancellor of Business Operations & Fiscal Services</u>
Authorized Signature	Print Name	Title

DRUG FREE WORKPLACE CERTIFICATION

Rancho Santiago Community College District - Santiago Canyon College

Company/Organization Name

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace,
 - B. The person's or organization's policy of maintaining a drug-free workplace,
 - C. Any available drug counseling, rehabilitation and employee assistance programs, and
 - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - A. Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - B. Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Peter J. Hardash

Official's Name

Orange

Date Executed

Executed in the County of

Vice Chancellor, Business Operations & Fiscal Services

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Peter J. Hardash

Name

Vice Chancellor of Business Operations and Fiscal Services

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Rancho Santiago Community College District – Santiago Canyon College

Grantee/Contractor Organization

Peter J. Hardash

Name

Vice Chancellor of Business Operations and Fiscal Services

Title

Authorized Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only:</p> <p>Year: _____ Quarter: _____</p> <p>Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ Actual _____</p> <p>Planned _____</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify: _____</p> <p>nature: _____</p> <p>value: _____</p>	<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>	
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>_____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

N/A EXEMPT

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date

Check Registers Submitted for Approval
Checks Written for Period 02/09/13 thru 03/01/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55903	General Fund Unrestricted	51,839.52	0.00	51,839.52	92*0338885	92*0338918
55904	General Fund Unrestricted	60,336.07	0.00	60,336.07	92*0338919	92*0339003
55905	General Fund Unrestricted	60,127.68	0.00	60,127.68	92*0339004	92*0339087
55906	General Fund Unrestricted	66,980.19	0.00	66,980.19	92*0339088	92*0339171
55907	General Fund Unrestricted	77,652.85	0.00	77,652.85	92*0339172	92*0339255
55908	General Fund Unrestricted	75,836.19	0.00	75,836.19	92*0339256	92*0339339
55909	General Fund Unrestricted	73,026.07	0.00	73,026.07	92*0339340	92*0339423
55910	General Fund Unrestricted	78,951.17	0.00	78,951.17	92*0339424	92*0339507
55911	General Fund Unrestricted	77,290.04	0.00	77,290.04	92*0339508	92*0339591
55912	General Fund Unrestricted	82,019.26	0.00	82,019.26	92*0339592	92*0339675
55913	General Fund Unrestricted	74,528.88	0.00	74,528.88	92*0339676	92*0339759
55914	General Fund Unrestricted	79,389.45	0.00	79,389.45	92*0339760	92*0339843
55915	General Fund Unrestricted	77,274.53	0.00	77,274.53	92*0339844	92*0339927
55916	General Fund Unrestricted	71,238.04	0.00	71,238.04	92*0339928	92*0340011
55917	General Fund Unrestricted	51,165.08	0.00	51,165.08	92*0340012	92*0340080
55926	General Fund Unrestricted	63,604.33	0.00	63,604.33	92*0340122	92*0340206
55927	General Fund Unrestricted	73,059.71	0.00	73,059.71	92*0340207	92*0340290
55928	General Fund Unrestricted	68,694.89	0.00	68,694.89	92*0340291	92*0340374
55929	General Fund Unrestricted	70,454.42	0.00	70,454.42	92*0340375	92*0340458
55930	General Fund Unrestricted	86,692.10	0.00	86,692.10	92*0340459	92*0340542
55931	General Fund Unrestricted	81,552.62	0.00	81,552.62	92*0340543	92*0340626
55932	General Fund Unrestricted	87,689.09	0.00	87,689.09	92*0340627	92*0340710
55933	General Fund Unrestricted	88,335.91	0.00	88,335.91	92*0340711	92*0340794
55934	General Fund Unrestricted	91,748.22	0.00	91,748.22	92*0340795	92*0340878
55935	General Fund Unrestricted	86,655.10	0.00	86,655.10	92*0340879	92*0340962
55936	General Fund Unrestricted	83,940.73	0.00	83,940.73	92*0340963	92*0341046
55937	General Fund Unrestricted	90,273.75	0.00	90,273.75	92*0341047	92*0341130
55938	General Fund Unrestricted	97,746.18	0.00	97,746.18	92*0341131	92*0341214
55939	General Fund Unrestricted	87,191.67	0.00	87,191.67	92*0341215	92*0341298
55940	General Fund Unrestricted	83,919.93	0.00	83,919.93	92*0341299	92*0341382
55941	General Fund Unrestricted	91,118.00	0.00	91,118.00	92*0341383	92*0341466
55942	General Fund Unrestricted	87,060.78	0.00	87,060.78	92*0341467	92*0341550
55943	General Fund Unrestricted	87,792.21	0.00	87,792.21	92*0341551	92*0341634
55944	General Fund Unrestricted	92,036.75	0.00	92,036.75	92*0341635	92*0341718
55945	General Fund Unrestricted	92,065.50	0.00	92,065.50	92*0341719	92*0341802
55946	General Fund Unrestricted	89,711.99	0.00	89,711.99	92*0341803	92*0341886
55947	General Fund Unrestricted	87,313.24	0.00	87,313.24	92*0341887	92*0341970
55948	General Fund Unrestricted	83,575.56	0.00	83,575.56	92*0341971	92*0342054
55949	General Fund Unrestricted	90,028.17	0.00	90,028.17	92*0342055	92*0342138
55950	General Fund Unrestricted	85,503.10	0.00	85,503.10	92*0342139	92*0342222
55951	General Fund Unrestricted	84,125.22	0.00	84,125.22	92*0342223	92*0342306

Check Registers Submitted for Approval
 Checks Written for Period 02/09/13 thru 03/01/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55952	General Fund Unrestricted	128,263.00	0.00	128,263.00	92*0342307	92*0342390
55953	General Fund Unrestricted	148,553.00	0.00	148,553.00	92*0342391	92*0342474
55954	General Fund Unrestricted	55,546.00	0.00	55,546.00	92*0342475	92*0342508
55955	General Fund Unrestricted	68,608.30	0.00	68,608.30	92*0342509	92*0342573
55965	General Fund Unrestricted	8,618.52	0.00	8,618.52	92*0342628	92*0342633
55967	General Fund Unrestricted	2,306.21	0.00	2,306.21	92*0342636	92*0342640
55968	General Fund Unrestricted	667.12	0.00	667.12	92*0342642	92*0342644
55970	General Fund Unrestricted	710.65	0.00	710.65	92*0342654	92*0342661
55971	General Fund Unrestricted	7,209.02	0.00	7,209.02	92*0342663	92*0342665
55973	General Fund Unrestricted	7,252.98	0.00	7,252.98	92*0342671	92*0342674
55974	General Fund Unrestricted	2,963.78	0.00	2,963.78	92*0342675	92*0342681
55985	General Fund Unrestricted	1,989.85	0.00	1,989.85	92*0342719	92*0342724
55986	General Fund Unrestricted	3,051.33	0.00	3,051.33	92*0342726	92*0342727
55987	General Fund Unrestricted	1,396.34	0.00	1,396.34	92*0342734	92*0342738
55988	General Fund Unrestricted	5,346.90	0.00	5,346.90	92*0342740	92*0342741
55989	General Fund Unrestricted	16,980.07	0.00	16,980.07	92*0342746	92*0342748
55990	General Fund Unrestricted	1,512.88	0.00	1,512.88	92*0342750	92*0342754
55992	General Fund Unrestricted	1,416.85	0.00	1,416.85	92*0342760	92*0342761
55995	General Fund Unrestricted	5,792.71	0.00	5,792.71	92*0342770	92*0342777
55996	General Fund Unrestricted	2,234.51	0.00	2,234.51	92*0342778	92*0342785
55997	General Fund Unrestricted	2,091.51	0.00	2,091.51	92*0342786	92*0342793
56003	General Fund Unrestricted	3,903.17	0.00	3,903.17	92*0342805	92*0342813
56006	General Fund Unrestricted	3,822.98	0.00	3,822.98	92*0342830	92*0342837
56007	General Fund Unrestricted	2,272.56	0.00	2,272.56	92*0342838	92*0342843
56008	General Fund Unrestricted	871.82	0.00	871.82	92*0342846	92*0342849
56009	General Fund Unrestricted	1,054.00	0.00	1,054.00	92*0342853	92*0342855
56010	General Fund Unrestricted	1,273.10	0.00	1,273.10	92*0342858	92*0342859
56011	General Fund Unrestricted	1,019.09	0.00	1,019.09	92*0342862	92*0342862
56012	General Fund Unrestricted	19,453.94	0.00	19,453.94	92*0342865	92*0342939
56020	General Fund Unrestricted	283.30	0.00	283.30	92*0342973	92*0342974
56022	General Fund Unrestricted	599.67	0.00	599.67	92*0342981	92*0342988
56023	General Fund Unrestricted	6,219.76	0.00	6,219.76	92*0342989	92*0342993
56024	General Fund Unrestricted	5,761.00	0.00	5,761.00	92*0342998	92*0342998
56025	General Fund Unrestricted	954.52	0.00	954.52	92*0343001	92*0343003
56030	General Fund Unrestricted	10,064.02	0.00	10,064.02	92*0343013	92*0343018
56033	General Fund Unrestricted	1,032.50	0.00	1,032.50	92*0343028	92*0343035
56041	General Fund Unrestricted	273.99	0.00	273.99	92*0343058	92*0343058
56042	General Fund Unrestricted	9,000.00	0.00	9,000.00	92*0343066	92*0343066
56045	General Fund Unrestricted	82,825.69	0.00	82,825.69	92*0343071	92*0343151
56046	General Fund Unrestricted	147,513.20	0.00	147,513.20	92*0343152	92*0343236
56047	General Fund Unrestricted	128,157.00	0.00	128,157.00	92*0343237	92*0343320

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56048	General Fund Unrestricted	65,707.01	0.00	65,707.01	92*0343321	92*0343404
56049	General Fund Unrestricted	74,703.82	0.00	74,703.82	92*0343405	92*0343488
56050	General Fund Unrestricted	67,278.50	0.00	67,278.50	92*0343489	92*0343563
56051	General Fund Unrestricted	771.55	0.00	771.55	92*0343564	92*0343572
56053	General Fund Unrestricted	3,501.52	0.00	3,501.52	92*0343577	92*0343585
56056	General Fund Unrestricted	6,334.00	0.00	6,334.00	92*0343592	92*0343593
56057	General Fund Unrestricted	5,747.50	0.00	5,747.50	92*0343594	92*0343614
56062	General Fund Unrestricted	510.51	0.00	510.51	92*0343622	92*0343625
56065	General Fund Unrestricted	3,845.28	0.00	3,845.28	92*0343645	92*0343651
56066	General Fund Unrestricted	8,519.24	0.00	8,519.24	92*0343652	92*0343653
56067	General Fund Unrestricted	3,552.69	0.00	3,552.69	92*0343659	92*0343661
56068	General Fund Unrestricted	1,083.59	0.00	1,083.59	92*0343662	92*0343669
56069	General Fund Unrestricted	1,200.56	0.00	1,200.56	92*0343670	92*0343674
56070	General Fund Unrestricted	5,162.43	0.00	5,162.43	92*0343676	92*0343679
56075	General Fund Unrestricted	593.65	0.00	593.65	92*0343696	92*0343702
56076	General Fund Unrestricted	15,193.45	0.00	15,193.45	92*0343703	92*0343704
56077	General Fund Unrestricted	97.41	0.00	97.41	92*0343710	92*0343710
56078	General Fund Unrestricted	10,273.31	0.00	10,273.31	92*0343713	92*0343717
56079	General Fund Unrestricted	4,419.87	0.00	4,419.87	92*0343720	92*0343729
56080	General Fund Unrestricted	16,100.22	0.00	16,100.22	92*0343730	92*0343732
56083	General Fund Unrestricted	1,407.00	0.00	1,407.00	92*0343738	92*0343739
56086	General Fund Unrestricted	1,664,737.75	0.00	1,664,737.75	92*0343742	92*0343743
56088	General Fund Unrestricted	626.00	0.00	626.00	92*0343747	92*0343749
56090	General Fund Unrestricted	20,716.56	0.00	20,716.56	92*0343757	92*0343760
56091	General Fund Unrestricted	3,495.81	0.00	3,495.81	92*0343761	92*0343762
56093	General Fund Unrestricted	3,592.86	0.00	3,592.86	92*0343776	92*0343783
56100	General Fund Unrestricted	95,187.11	0.00	95,187.11	92*0343802	92*0343804
56104	General Fund Unrestricted	1,381.99	0.00	1,381.99	92*0343817	92*0343821
56105	General Fund Unrestricted	3,025.70	0.00	3,025.70	92*0343823	92*0343828
56106	General Fund Unrestricted	1,444.06	0.00	1,444.06	92*0343829	92*0343835
56107	General Fund Unrestricted	170.84	0.00	170.84	92*0343839	92*0343839
56108	General Fund Unrestricted	19,360.06	0.00	19,360.06	92*0343844	92*0343846
56122	General Fund Unrestricted	8,181.17	0.00	8,181.17	92*0344282	92*0344283
56124	General Fund Unrestricted	984.08	0.00	984.08	92*0344295	92*0344295
56125	General Fund Unrestricted	12,619.55	0.00	12,619.55	92*0344296	92*0344378
56126	General Fund Unrestricted	13,697.90	0.00	13,697.90	92*0344379	92*0344462
56127	General Fund Unrestricted	4,040.75	0.00	4,040.75	92*0344463	92*0344500
56129	General Fund Unrestricted	3,373.50	0.00	3,373.50	92*0344506	92*0344508
56133	General Fund Unrestricted	102.40	0.00	102.40	92*0344521	92*0344523
56134	General Fund Unrestricted	6,294.63	0.00	6,294.63	92*0344528	92*0344532
56135	General Fund Unrestricted	3,206.46	0.00	3,206.46	92*0344538	92*0344538

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56140	General Fund Unrestricted	145.30	0.00	145.30	92*0344553	92*0344555
Total Fund 11 General Fund Unrestricted		<u><u>\$6,330,798.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,330,798.62</u></u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55965	General Fund Restricted	6,297.58	0.00	6,297.58	92*0342631	92*0342632
55966	General Fund Restricted	3,006.58	0.00	3,006.58	92*0342635	92*0342635
55967	General Fund Restricted	427.06	0.00	427.06	92*0342641	92*0342641
55968	General Fund Restricted	1,202.34	0.00	1,202.34	92*0342643	92*0342647
55969	General Fund Restricted	2,099.47	0.00	2,099.47	92*0342648	92*0342653
55970	General Fund Restricted	584.01	0.00	584.01	92*0342658	92*0342658
55971	General Fund Restricted	1,481.50	0.00	1,481.50	92*0342662	92*0342662
55973	General Fund Restricted	6,785.00	0.00	6,785.00	92*0342667	92*0342669
55975	General Fund Restricted	1,724.59	0.00	1,724.59	92*0342682	92*0342688
55985	General Fund Restricted	123.75	0.00	123.75	92*0342718	92*0342718
55986	General Fund Restricted	10,202.33	0.00	10,202.33	92*0342725	92*0342732
55987	General Fund Restricted	267.80	0.00	267.80	92*0342733	92*0342737
55988	General Fund Restricted	5,775.55	0.00	5,775.55	92*0342739	92*0342745
55990	General Fund Restricted	395.00	0.00	395.00	92*0342749	92*0342749
55991	General Fund Restricted	1,186.01	0.00	1,186.01	92*0342755	92*0342759
55992	General Fund Restricted	2,891.38	0.00	2,891.38	92*0342762	92*0342763
55993	General Fund Restricted	3,631.38	0.00	3,631.38	92*0342764	92*0342767
55994	General Fund Restricted	1,540.90	0.00	1,540.90	92*0342768	92*0342769
56004	General Fund Restricted	2,175.34	0.00	2,175.34	92*0342814	92*0342821
56005	General Fund Restricted	583.46	0.00	583.46	92*0342822	92*0342829
56007	General Fund Restricted	79.25	0.00	79.25	92*0342844	92*0342844
56008	General Fund Restricted	990.68	0.00	990.68	92*0342845	92*0342850
56009	General Fund Restricted	1,030.99	0.00	1,030.99	92*0342851	92*0342856
56010	General Fund Restricted	3,183.95	0.00	3,183.95	92*0342857	92*0342861
56011	General Fund Restricted	55,873.49	0.00	55,873.49	92*0342863	92*0342864
56021	General Fund Restricted	2,500.61	0.00	2,500.61	92*0342975	92*0342980
56022	General Fund Restricted	616.59	0.00	616.59	92*0342982	92*0342986
56023	General Fund Restricted	7,482.94	0.00	7,482.94	92*0342991	92*0342995
56024	General Fund Restricted	9,746.68	0.00	9,746.68	92*0342996	92*0343000
56025	General Fund Restricted	1,200.00	0.00	1,200.00	92*0343002	92*0343002
56028	General Fund Restricted	21,116.25	0.00	21,116.25	92*0343009	92*0343010
56030	General Fund Restricted	1,175.00	0.00	1,175.00	92*0343016	92*0343016
56031	General Fund Restricted	725.85	0.00	725.85	92*0343019	92*0343025
56032	General Fund Restricted	3,916.20	0.00	3,916.20	92*0343026	92*0343027
56041	General Fund Restricted	2,453.56	0.00	2,453.56	92*0343057	92*0343064
56042	General Fund Restricted	3,312.41	0.00	3,312.41	92*0343065	92*0343067
56051	General Fund Restricted	376.32	0.00	376.32	92*0343568	92*0343571
56052	General Fund Restricted	1,514.07	0.00	1,514.07	92*0343573	92*0343576
56054	General Fund Restricted	13,569.00	0.00	13,569.00	92*0343586	92*0343586
56056	General Fund Restricted	4,796.25	0.00	4,796.25	92*0343590	92*0343591
56062	General Fund Restricted	2,395.09	0.00	2,395.09	92*0343623	92*0343627

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56063	General Fund Restricted	4,040.98	0.00	4,040.98	92*0343628	92*0343636
56064	General Fund Restricted	3,014.59	0.00	3,014.59	92*0343637	92*0343644
56066	General Fund Restricted	10,731.12	0.00	10,731.12	92*0343654	92*0343657
56068	General Fund Restricted	1,463.99	0.00	1,463.99	92*0343663	92*0343667
56069	General Fund Restricted	1,251.69	0.00	1,251.69	92*0343672	92*0343673
56070	General Fund Restricted	674.96	0.00	674.96	92*0343675	92*0343675
56071	General Fund Restricted	6,000.00	0.00	6,000.00	92*0343681	92*0343681
56077	General Fund Restricted	1,531.81	0.00	1,531.81	92*0343705	92*0343712
56078	General Fund Restricted	4,656.00	0.00	4,656.00	92*0343716	92*0343719
56082	General Fund Restricted	6,623.44	0.00	6,623.44	92*0343736	92*0343737
56088	General Fund Restricted	1,583.05	0.00	1,583.05	92*0343748	92*0343752
56089	General Fund Restricted	35,784.03	0.00	35,784.03	92*0343753	92*0343755
56090	General Fund Restricted	2,120.00	0.00	2,120.00	92*0343756	92*0343756
56091	General Fund Restricted	5,146.00	0.00	5,146.00	92*0343763	92*0343765
56092	General Fund Restricted	356.65	0.00	356.65	92*0343766	92*0343774
56093	General Fund Restricted	339.86	0.00	339.86	92*0343775	92*0343780
56094	General Fund Restricted	77,131.32	0.00	77,131.32	92*0343784	92*0343785
56095	General Fund Restricted	646.79	0.00	646.79	92*0343786	92*0343790
56096	General Fund Restricted	3,890.28	0.00	3,890.28	92*0343791	92*0343797
56103	General Fund Restricted	501.66	0.00	501.66	92*0343808	92*0343816
56104	General Fund Restricted	25.66	0.00	25.66	92*0343822	92*0343822
56107	General Fund Restricted	2,519.96	0.00	2,519.96	92*0343836	92*0343843
56121	General Fund Restricted	4,109.98	0.00	4,109.98	92*0344276	92*0344281
56123	General Fund Restricted	12,623.74	0.00	12,623.74	92*0344284	92*0344288
56124	General Fund Restricted	1,779.72	0.00	1,779.72	92*0344289	92*0344294
56128	General Fund Restricted	585.18	0.00	585.18	92*0344501	92*0344504
56131	General Fund Restricted	2,553.84	0.00	2,553.84	92*0344510	92*0344517
56133	General Fund Restricted	1,907.55	0.00	1,907.55	92*0344520	92*0344526
56134	General Fund Restricted	44.07	0.00	44.07	92*0344527	92*0344527
56135	General Fund Restricted	889.34	0.00	889.34	92*0344533	92*0344537
56136	General Fund Restricted	56,078.29	0.00	56,078.29	92*0344539	92*0344540
Total Fund 12 General Fund Restricted		<u>\$441,041.76</u>	<u>\$0.00</u>	<u>\$441,041.76</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55966	GF Unrestricted One-Time Func	15,616.62	0.00	15,616.62	92*0342634	92*0342634
55972	GF Unrestricted One-Time Func	6,716.42	0.00	6,716.42	92*0342666	92*0342666
55973	GF Unrestricted One-Time Func	2,946.18	0.00	2,946.18	92*0342670	92*0342670
55976	GF Unrestricted One-Time Func	18,655.00	0.00	18,655.00	92*0342689	92*0342689
55991	GF Unrestricted One-Time Func	59.95	0.00	59.95	92*0342757	92*0342757
56019	GF Unrestricted One-Time Func	32,214.20	0.00	32,214.20	92*0342968	92*0342970
56020	GF Unrestricted One-Time Func	186.14	0.00	186.14	92*0342971	92*0342972
56029	GF Unrestricted One-Time Func	1,034.74	0.00	1,034.74	92*0343011	92*0343012
56040	GF Unrestricted One-Time Func	17,532.05	0.00	17,532.05	92*0343054	92*0343056
56055	GF Unrestricted One-Time Func	32,214.20	0.00	32,214.20	92*0343587	92*0343589
56061	GF Unrestricted One-Time Func	4,214.16	0.00	4,214.16	92*0343620	92*0343621
56067	GF Unrestricted One-Time Func	1,017.90	0.00	1,017.90	92*0343658	92*0343658
56069	GF Unrestricted One-Time Func	960.00	0.00	960.00	92*0343671	92*0343671
56071	GF Unrestricted One-Time Func	11,800.00	0.00	11,800.00	92*0343680	92*0343682
56074	GF Unrestricted One-Time Func	13,851.14	0.00	13,851.14	92*0343695	92*0343695
56081	GF Unrestricted One-Time Func	29,539.66	0.00	29,539.66	92*0343733	92*0343734
56082	GF Unrestricted One-Time Func	2,400.00	0.00	2,400.00	92*0343735	92*0343735
56087	GF Unrestricted One-Time Func	5,623.59	0.00	5,623.59	92*0343744	92*0343746
56102	GF Unrestricted One-Time Func	1,777.48	0.00	1,777.48	92*0343806	92*0343807
56120	GF Unrestricted One-Time Func	13,362.90	0.00	13,362.90	92*0344272	92*0344275
56123	GF Unrestricted One-Time Func	1,500.00	0.00	1,500.00	92*0344286	92*0344286
56128	GF Unrestricted One-Time Func	1,828.44	0.00	1,828.44	92*0344505	92*0344505
56132	GF Unrestricted One-Time Func	8,293.16	0.00	8,293.16	92*0344518	92*0344519
Total Fund 13 GF Unrestricted One-Time		<u>\$223,343.93</u>	<u>\$0.00</u>	<u>\$223,343.93</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55977	Child Development Fund	3,539.43	0.00	3,539.43	92*0342690	92*0342691
55998	Child Development Fund	2,678.40	0.00	2,678.40	92*0342794	92*0342796
56013	Child Development Fund	7,069.92	0.00	7,069.92	92*0342940	92*0342945
56014	Child Development Fund	2,589.24	0.00	2,589.24	92*0342946	92*0342954
56034	Child Development Fund	14,102.52	0.00	14,102.52	92*0343036	92*0343039
56043	Child Development Fund	3,290.71	0.00	3,290.71	92*0343068	92*0343069
56058	Child Development Fund	609.19	0.00	609.19	92*0343615	92*0343616
56072	Child Development Fund	3,866.97	0.00	3,866.97	92*0343683	92*0343688
56097	Child Development Fund	892.02	0.00	892.02	92*0343798	92*0343799
56109	Child Development Fund	3,731.25	0.00	3,731.25	92*0343847	92*0343850
56137	Child Development Fund	429.31	0.00	429.31	92*0344541	92*0344544
Total Fund 33 Child Development Fund		<u>\$42,798.96</u>	<u>\$0.00</u>	<u>\$42,798.96</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55982	Capital Outlay Projects Fund	5,937.17	0.00	5,937.17	92*0342707	92*0342711
55983	Capital Outlay Projects Fund	48,836.90	0.00	48,836.90	92*0342712	92*0342716
55984	Capital Outlay Projects Fund	5,892.55	0.00	5,892.55	92*0342717	92*0342717
56036	Capital Outlay Projects Fund	9,608.04	0.00	9,608.04	92*0343043	92*0343048
56037	Capital Outlay Projects Fund	40,601.25	0.00	40,601.25	92*0343049	92*0343049
56060	Capital Outlay Projects Fund	17,048.92	0.00	17,048.92	92*0343618	92*0343619
56073	Capital Outlay Projects Fund	15,034.45	0.00	15,034.45	92*0343689	92*0343694
56099	Capital Outlay Projects Fund	262,447.14	0.00	262,447.14	92*0343801	92*0343801
56101	Capital Outlay Projects Fund	1,900.00	0.00	1,900.00	92*0343805	92*0343805
56113	Capital Outlay Projects Fund	78,817.52	0.00	78,817.52	92*0343868	92*0343873
Total Fund 41 Capital Outlay Projects Fu		<u>\$486,123.94</u>	<u>\$0.00</u>	<u>\$486,123.94</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55978	Bond Fund, Measure E	46,551.18	0.00	46,551.18	92*0342692	92*0342694
55979	Bond Fund, Measure E	14,664.47	0.00	14,664.47	92*0342695	92*0342699
55980	Bond Fund, Measure E	272,625.96	0.00	272,625.96	92*0342700	92*0342704
55981	Bond Fund, Measure E	107,506.80	0.00	107,506.80	92*0342705	92*0342706
55999	Bond Fund, Measure E	8,147.62	0.00	8,147.62	92*0342797	92*0342799
56015	Bond Fund, Measure E	510,275.30	0.00	510,275.30	92*0342955	92*0342958
56016	Bond Fund, Measure E	7,172.96	0.00	7,172.96	92*0342959	92*0342961
56017	Bond Fund, Measure E	202,887.69	0.00	202,887.69	92*0342962	92*0342964
56018	Bond Fund, Measure E	34,447.78	0.00	34,447.78	92*0342965	92*0342967
56026	Bond Fund, Measure E	58,252.50	0.00	58,252.50	92*0343004	92*0343004
56027	Bond Fund, Measure E	60,017.16	0.00	60,017.16	92*0343005	92*0343008
56035	Bond Fund, Measure E	89,278.93	0.00	89,278.93	92*0343040	92*0343042
56044	Bond Fund, Measure E	8,658.72	0.00	8,658.72	92*0343070	92*0343070
56059	Bond Fund, Measure E	7,743.08	0.00	7,743.08	92*0343617	92*0343617
56098	Bond Fund, Measure E	31,798.60	0.00	31,798.60	92*0343800	92*0343800
56110	Bond Fund, Measure E	25,598.96	0.00	25,598.96	92*0343851	92*0343855
56111	Bond Fund, Measure E	29,609.50	0.00	29,609.50	92*0343856	92*0343859
56112	Bond Fund, Measure E	101,784.33	0.00	101,784.33	92*0343860	92*0343867
56138	Bond Fund, Measure E	95,475.65	0.00	95,475.65	92*0344545	92*0344547
56139	Bond Fund, Measure E	42,951.55	0.00	42,951.55	92*0344548	92*0344552
Total Fund 42 Bond Fund, Measure E		<u>\$1,755,448.74</u>	<u>\$0.00</u>	<u>\$1,755,448.74</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56001	Property and Liability Fund	5,733.95	0.00	5,733.95	92*0342801	92*0342802
56039	Property and Liability Fund	15,700.25	0.00	15,700.25	92*0343051	92*0343053
56085	Property and Liability Fund	5,339.75	0.00	5,339.75	92*0343741	92*0343741
56114	Property and Liability Fund	12,250.75	0.00	12,250.75	92*0343874	92*0343875
56130	Property and Liability Fund	800.00	0.00	800.00	92*0344509	92*0344509
Total Fund 61 Property and Liability Fund		<u>\$39,824.70</u>	<u>\$0.00</u>	<u>\$39,824.70</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56000	Workers' Compensation Fund	947.28	0.00	947.28	92*0342800	92*0342800
56038	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0343050	92*0343050
Total Fund 62 Workers' Compensation Fu		<u><u>\$2,784.78</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,784.78</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56002	Student Financial Aid Fund	338.01	0.00	338.01	92*0342803	92*0342804
56084	Student Financial Aid Fund	246.58	0.00	246.58	92*0343740	92*0343740
Total Fund 74 Student Financial Aid Fund		<u><u>\$584.59</u></u>	<u><u>\$0.00</u></u>	<u><u>\$584.59</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	6,330,798.62
Total Fund 12 General Fund Restricted	441,041.76
Total Fund 13 GF Unrestricted One-Time Fund	223,343.93
Total Fund 33 Child Development Fund	42,798.96
Total Fund 41 Capital Outlay Projects Fund	486,123.94
Total Fund 42 Bond Fund, Measure E	1,755,448.74
Total Fund 61 Property and Liability Fund	39,824.70
Total Fund 62 Workers' Compensation Fund	2,784.78
Total Fund 74 Student Financial Aid Fund	584.59
Grand Total:	<u><u>\$9,322,750.02</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT**

BU0070

Date: From 01/01/2013 To 01/31/2013

Board Meeting on: 03/11/2013

LoginID: KTRUONG

Environment: Colleague

Printed: 2/25/2013 8:06:11AM

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/01/2013 To 01/31/2013
Board Meeting on 03/11/2013**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	3,322	
2000	CLASSIFIED SALARIES		400
3000	EMPLOYEE BENEFITS		22
4000	SUPPLIES & MATERIALS	23,612	
5000	OTHER OPERATING EXP & SERVICES		23,351
6000	CAPITAL OUTLAY		3,161
Total Transfer Fund 11		\$26,934	\$26,934
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	3,575	
2000	CLASSIFIED SALARIES		27,511
3000	EMPLOYEE BENEFITS		6,911
4000	SUPPLIES & MATERIALS	36,983	
5000	OTHER OPERATING EXP & SERVICES		6,487
6000	CAPITAL OUTLAY		1,207
7000	OTHER OUTGO	1,558	
Total Transfer Fund 12		\$42,116	\$42,116
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		2,221
3000	EMPLOYEE BENEFITS		270
4000	SUPPLIES & MATERIALS	727	
5000	OTHER OPERATING EXP & SERVICES	1,764	
Total Transfer Fund 13		\$2,491	\$2,491
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		4,820
2000	CLASSIFIED SALARIES		648
3000	EMPLOYEE BENEFITS	6,687	
4000	SUPPLIES & MATERIALS	1,115	
5000	OTHER OPERATING EXP & SERVICES		2,334
Total Transfer Fund 33		\$7,802	\$7,802
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES	4,400	
6000	CAPITAL OUTLAY		806,525
7900	RESERVE FOR CONTINGENCIES	802,125	
Total Transfer Fund 41		\$806,525	\$806,525
<u>Fund 42: Bond Fund, Measure E</u>			
6000	CAPITAL OUTLAY		1,640
7900	RESERVE FOR CONTINGENCIES	1,640	
Total Transfer Fund 42		\$1,640	\$1,640

BUDGET INCREASES AND DECREASES

Revenue Appropriation 5.2 (2)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 01/01/2013 To 01/31/2013
Board Meeting on 03/11/2013**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8600	STATE REVENUES	651,823	
8800	LOCAL REVENUES	17,250	
1000	ACADEMIC SALARIES		(8,783)
2000	CLASSIFIED SALARIES		214,643
3000	EMPLOYEE BENEFITS		89,931
4000	SUPPLIES & MATERIALS		5,896
5000	OTHER OPERATING EXP & SERVICES		382,637
6000	CAPITAL OUTLAY		3,557
7000	OTHER OUTGO		(18,808)
Total Transfer Fund 12		\$669,073	\$669,073
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	1,427,988	
8600	STATE REVENUES	95,453	
1000	ACADEMIC SALARIES		432,857
2000	CLASSIFIED SALARIES		262,753
3000	EMPLOYEE BENEFITS		308,709
4000	SUPPLIES & MATERIALS		30,000
5000	OTHER OPERATING EXP & SERVICES		451,122
6000	CAPITAL OUTLAY		38,000
Total Transfer Fund 33		\$1,523,441	\$1,523,441
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	(1,546)	
7000	OTHER OUTGO		(1,546)
Total Transfer Fund 74		\$(1,546)	\$(1,546)

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 01/01/2013 To 01/31/2013

Board Meeting on 03/11/2013

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 12: General Fund Restricted</u>			
B010989	01/17/13		
2000	CLASSIFIED SALARIES		24,956
3000	EMPLOYEE BENEFITS		7,434
4000	SUPPLIES & MATERIALS	4,901	
5000	OTHER OPERATING EXP & SERVICES	25,489	
6000	CAPITAL OUTLAY	2,000	
	Total Reference B010989	\$32,390	\$32,390
Reason:	Special Project Adjustment		
Description:	Cover neg bal in CITD DO		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B010929	01/03/13		
6000	CAPITAL OUTLAY		20,000
7900	RESERVE FOR CONTINGENCIES	20,000	
	Total Reference B010929	\$20,000	\$20,000
Reason:	New Budget		
Description:	NEWB#3023 DSA Close out fees		
B010944	01/08/13		
6000	CAPITAL OUTLAY		382,125
7900	RESERVE FOR CONTINGENCIES	382,125	
	Total Reference B010944	\$382,125	\$382,125
Reason:	New Budget		
Description:	NEWB#3691 SAC scheduled maintenance 2013		
B011045	01/31/13		
6000	CAPITAL OUTLAY		100,000
7900	RESERVE FOR CONTINGENCIES	100,000	
	Total Reference B011045	\$100,000	\$100,000
Reason:	Special Project Adjustment		
Description:	SP3588 SCC Boiler project SM Proj fr contingency temp		
B011046	01/31/13		
6000	CAPITAL OUTLAY		300,000
7900	RESERVE FOR CONTINGENCIES	300,000	
	Total Reference B011046	\$300,000	\$300,000
Reason:	Special Project Adjustment		
Description:	SP3587 SAC Boiler project SM Proj fr contingency temp		
<u>Fund 42: Bond Fund, Measure E</u>			
B010977	01/16/13		
6000	CAPITAL OUTLAY		1,640
7900	RESERVE FOR CONTINGENCIES	1,640	
	Total Reference B010977	\$1,640	\$1,640
Reason:	Special Project Adjustment		
Description:	SP3017 SAC Locker Room's proj unallocated bond funds		

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 01/01/2013 To 01/31/2013

Board Meeting on 03/11/2013

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010975	01/16/13		
8600	STATE REVENUES	125,000	
2000	CLASSIFIED SALARIES		57,898
3000	EMPLOYEE BENEFITS		23,064
4000	SUPPLIES & MATERIALS		5,500
5000	OTHER OPERATING EXP & SERVICES		34,538
6000	CAPITAL OUTLAY		4,000
Total Reference B010975		\$125,000	\$125,000
Reason:	New Budget		
Description:	NEWB#2301 YEP BEC yr3 DO New grant award		
B010982	01/16/13		
8600	STATE REVENUES	510,000	
2000	CLASSIFIED SALARIES		127,146
3000	EMPLOYEE BENEFITS		59,052
5000	OTHER OPERATING EXP & SERVICES		323,802
Total Reference B010982		\$510,000	\$510,000
Reason:	New Budget		
Description:	NEWB#2602 YEP Fac Mini Grants III program new grants		
B010983	01/16/13		
8600	STATE REVENUES	50,000	
2000	CLASSIFIED SALARIES		19,471
3000	EMPLOYEE BENEFITS		7,856
4000	SUPPLIES & MATERIALS		5,900
5000	OTHER OPERATING EXP & SERVICES		12,923
6000	CAPITAL OUTLAY		3,850
Total Reference B010983		\$50,000	\$50,000
Reason:	New Budget		
Description:	NEWB#2302 YEP CITD Mini Grant program		
<u>Fund 33: Child Development Fund</u>			
B010968	01/16/13		
8100	FEDERAL REVENUES	1,393,159	
1000	ACADEMIC SALARIES		432,857
2000	CLASSIFIED SALARIES		262,753
3000	EMPLOYEE BENEFITS		308,709
4000	SUPPLIES & MATERIALS		29,000
5000	OTHER OPERATING EXP & SERVICES		359,840
Total Reference B010968		\$1,393,159	\$1,393,159
Reason:	New Budget		
Description:	NEWB#1273 Early Head Start new grant award CY 2013		
B010969	01/16/13		
8100	FEDERAL REVENUES	34,829	
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		33,829
Total Reference B010969		\$34,829	\$34,829
Reason:	New Budget		
Description:	NEWB#1278 Early Head Start T/TA new grant award CY 2013		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 01/01/2013 To 01/31/2013

Board Meeting on 03/11/2013

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
B010976	01/16/13		
8600	STATE REVENUES	95,453	
5000	OTHER OPERATING EXP & SERVICES		57,453
6000	CAPITAL OUTLAY		38,000
Total Reference B010976		\$95,453	\$95,453

Reason: New Budget

Description: NEWB#2116 Fac Renov/Repr DO New grant award

RECOMMENDATION

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Business Operations/Fiscal Services

Docket Items
March 4, 2013

Business Operations/Fiscal Services

- Budget Transfers (Copies to Anita)
 1. Fund 11: General Fund – Unrestricted (January 2013)
 2. Fund 12: General Fund – Restricted (January 2013)
 3. Fund 13: General Fund – Unrestricted One-Time Funds (January 2013)
 4. Fund 33: Child Development Fund (January 2013)
 5. Fund 41: Capital Outlay Projects Fund (January 2013)
- Budget Increases and Decreases (Copies to Anita)
 1. Fund 12: General Fund – Restricted (January 2013)
 2. Fund 41: Capital Outlay Projects Fund (January 2013)
 3. Fund 74: Student Financial Aid Fund (January 2013)
- Approval of the 2013-14 Tentative Budget Assumptions

Facility Planning

- Approval for Additional Testing Services for the Soccer Field and Road Alignment at Santa Ana College
- Approval of Change Order #5, Bid #1179 – Soccer Field and Football Facilities at Santa Ana College
- Approval of Notice of Completion: Bid #1201 – AT&T/SEC Electrical and Communications Equipment Installation at Santa Ana College
- Approval of Additional Consulting Services for the M&O Building Roof at Santiago Canyon College
- Adoption of Resolution No. 13-11 – Concrete for the Athletic/Aquatic Complex at Santiago Canyon College
- Adoption of Resolution No. 13-13 – Plumbing for the Humanities Building at Santiago Canyon College
- Approval of Change Order #9, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College
- Approval of Change Order #13, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College
- Approval of Change Order #5, Bid #1143 – Glass/Glazing for the Humanities Building at Santiago Canyon College
- Approval of Change Order #7, Bid #1144 – Roofing for the Athletic/Aquatic Complex at Santiago Canyon College
- Approval of Change Order #2, Bid #1150 – Pool for the Athletic/Aquatic Complex at Santiago Canyon College
- Approval of Notice of Completion: Bid #1181 – Signalization and Street Improvements Project at Santiago Canyon College
- Approval of Notice of Completion: Bid #1191 – M&O Roofing Project at Santiago Canyon College

Purchasing

- Purchase Order List

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of the 2013-14 Tentative Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

The attached Tentative Budget Assumptions were thoroughly reviewed by the Fiscal Resources Committee (FRC) at the February 20, 2013 meeting and were unanimously recommended by the FRC to the Chancellor. After receiving P1 Full Time Equivalent Students (FTES) data on February 21, 2013, revenue assumption I.B. was updated with this new data.

The 2012-13 fiscal year was the first year utilizing our new revenue allocation model based on the statewide SB361 Budget Allocation Model. This revenue allocation model distributes funding to the RSCCD campuses based on FTES generation and campus size. We will continue to use this model in 2013-14.

At this early stage of the 2013-14 budget cycle, the district is assuming the Governor's Budget Proposal for a 2.6% increase in base funding will materialize and will be split between Cost of Living Adjustment (COLA) estimated at 1.65% and restoration/growth estimated at 1.95%. These revenue assumptions net approximately \$5 million in additional funding. The expense assumptions net approximately \$3.5 million (excluding distribution of COLA, subject to collective bargaining) in additional costs including step and column movement, a projected 5% increase in health and welfare benefits, the hiring of seven new full-time faculty positions (in addition to six replacement positions), and increased utilities and Information Technology Services contract escalation costs. The Chancellor recommends the attached assumptions for approval by the Board of Trustees.

Once a state budget is enacted by the Legislature by the end of June, any necessary changes to our state funding can be made in the district's proposed Adopted Budget for approval by the Board of Trustees in September 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Tentative Budget Assumptions for the 2013-14 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: March 11, 2013
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2013-14 Tentative Budget Assumptions
February 27, 2013**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model Based on SB 361, modified using carryover resources to balance the budget.

B. FTES Workload Measure Assumptions:

Year		Base	Actual	Funded		Actual Growth
2010/11		29,961.80	30,515.15	30,515.15		1.85%
2011/12	a	28,182.19	27,711.41	27,711.41		-9.95%
2012/13	b	27,711.41 (P1)	28,494.66	27,821.35 P1 est.		0.40%

a - based on 2011/12 Recalculation received 2/21/2013

b - based on 2012/13 P1 received 2/21/2013

Estimated unfunded FTES in 2012/13 of 673.31 as of P1

The Governor's budget proposal includes 2.6% additional funding without specifics. For tentative budget we will assume it will be allocated between Cost of Living Adjustment (COLA) and Restoration/Growth:

Projected COLA of 1.65% (Est.)	2,300,000
Projected Restoration/Growth 1.95% (Est.)	2,700,000
Projected Deficit	-
Base for 2013/14	<u>5,000,000</u>

2013/14 Est. 1.95% Restoration/Growth for target FTES: 28,364

D. Unrestricted lottery is projected at \$124.25 per FTES (\$3,593,558). Restricted lottery at \$30 per FTES (\$867,660). (2012/13 P1 of resident & nonresident factored FTES, 28,922 x 124.25 = \$3,593,558 unrestricted lottery; 28,922 x 30 = \$867,660)

E. Estimated reimbursement for part-time faculty compensation is estimated at \$691,661 (2012/13 budgeted amount).

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. No COLA has been proposed by the Governor for categorical programs. However, if the district were to settle with employees for a COLA, this will increase expenditures without increased revenues for these programs. Other categorical reductions would therefore be required to remain in balance with state funding.

G. BOG fee waivers administration total funding estimated at \$100,000.

II. Local Revenue

H. Non-Resident Tuition budgeted at \$1,600,000.

I. Interest earnings estimated at \$150,000.

J. Other miscellaneous income is estimated at \$581,499 (2012/13 budgeted amount).

K. Mandated Block Grant reduced based on systemwide FTES growth, estimated at a total budget of \$750,000.

L. Apprenticeship revenue estimated at \$1,389,973 (2012/13 budgeted amount).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2013-14 Tentative Budget Assumptions
February 27, 2013

III. Appropriations and Expenditures

- A. The Tentative Base Budget for 2013/14 will begin with a rollover in total budget by site from 2012/13. The 2013/14 Tentative Budget will be balanced by using a material portion of the 2012/13 unrestricted ending balance in excess of the 5% Restricted Reserve (Budget Stabilization Fund).
- B. The COLA revenue (estimated at \$2.3 million) will be set aside in districtwide expenditure accounts subject to collective bargaining.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.1 million and benefits of approximately \$220,000.
- D. Health and Welfare benefit premium cost increase estimated at 5% is an additional cost of approximately \$700,000 for active employees and an additional cost of \$300,000 for retirees.
State Unemployment Insurance local experience charges are estimated at \$250,000 (2012/13 budgeted amount).
CalPERS employer contribution rate estimated to remain the same in 2013/14 at 11.417%.
The cost of each 1% increase in the PERS rate is approximately \$300,000.
There is currently no proposed increase in the STRS rate although projections indicate large increases beginning 2014/15. The cost of each 1% increase in the STRS rate is approximately \$550,000.
- E. The full-time faculty obligation (FON) for Fall 2013 is estimated at 329.80 but district have not been required to comply with this requirement for several years due to the budget crisis. It is expected that the requirement to comply with the FON will be reinstated in 2014-15. The District is currently recruiting 13 faculty positions (two of which do not count toward the FON) for an estimated total of 11 positions counting toward the obligation. Therefore, the District expects to be 14.80 positions below the obligation in 2014-15 if additional hiring does not occur prior to July 1, 2014. This could result in a penalty of approximately \$904k if they aren't filled. ($15 \times 60,289 = \$904,335$)
- The additional cost of new faculty being hired for Fall 2013 is estimated at \$847,381. SAC is filling four vacancies and adding seven new positions. SCC is filling two vacancies. (The cost of the seven new positions is budgeted at Class VI, Step 10 $\$84,041.19 \times 7 = \$588,288.33 + \$37,013.3 \times 7 = \$259,093.10$, for a total of \$847,381.43).
- F. The current rate per Lecture Hour Equivalent (LHE) for hourly faculty is \$1,100 effective Spring 2013. This represents a 2% increase from 2012.
- G. Retiree Health Benefit Fund - The District will continue to contribute 1% of total salaries plus an additional \$500,000 toward the Annual Required Contribution (ARC).
- H. Capital Outlay Fund - The District will continue to contribute \$1,500,000 for various Scheduled Maintenance and Capital Projects.
- I. Other Districtwide expenses:
Property and Liability Insurance cost, estimated at \$1,700,000
Trustee Election Expense -0- in 2013/14 as there is no election.
- J. Utilities cost increases including 5% overall estimated at \$200,000 plus \$250,000 due to opening of SCC Humanities, Pool and Gym complex, should be budgeted.
- K. Information Technology licensing contract escalation of 7%, estimated at \$125,000.

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval for Additional Testing Services for the Soccer Field and Road Alignment at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On February 27, 2012 the Board of Trustees approved an agreement with Reliant Testing Engineers to perform construction testing for the College Avenue Street alignment, cul-de-sac, parking lot expansion, new soccer field and football facilities at Santa Ana College as required by the Division of State Architect (DSA).

ANALYSIS:

The original amount was estimated at \$57,651 based on project scope and timelines at the planning stages of the project, plan review and Division of State Architects (DSA) Test and Inspection requirements. Project delays were due to rain, soil conditions and project phasing. Reliant Testing Engineers has based their additional fees on their best estimate of required inspection time to complete the project and the revised construction schedule. This estimate requires additional compensation in the amount of \$53,005 as noted in the attached proposal, dated February 14, 2013. The new contract total for this project is \$223,120.

This projected was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve these additional testing services for the Santa Ana College soccer field and road alignment by Reliant Testing Engineers as presented.

Fiscal Impact:	\$53,005	Board Date: March 11, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**CHANGE
ORDER**

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER



PROJECT: RSCCD Santa Ana College Soccer Field

CHANGE ORDER NUMBER: 2

DATE: 2/14/2013

TO OWNER:
RSCCD
Alex Oviedo
VIA : Oviedo_Alex@RSCCD.ORG

CONTRACT FOR: TESTING AND INSPECTION

**Original estimate was based on plans without contractors schedule.
There has been added scope, as well as additional time required beyond proposal.
The hours below represent estimate to complete project.**

Added Grout Batch plant Scope by IOR:				
Increase to batch plant line item	48	hours	\$74	\$3,552
Added Scope: Batch Plant overtime	11	hours	\$111	\$1,221
Added Shop Inspection Scope by IOR:				
fence posts	164	hours	\$74	\$12,136
Added Duration: Masonry performed by small crew, low production rates, with no overlap.	256	hours	\$74	\$18,944
Added Duration: Structural Steel Inspection	132	hours	\$74	\$9,768
Added Duration: Concrete (typically by IOR) Inspection/Epoxy	12	hours	\$74	\$888
Added Duration: Concrete (typically by IOR) Inspection/Epoxy OT	8	hours	\$111	\$888
Added Duration: Structural Steel UT	8	hours	\$76	\$608
Additional Testing: Additional grout, concrete and UT	1	lump sum		\$5,000

TOTAL COR REQUEST \$53,005

RTE inspections to continue and not stop job progress, unless notified by client.

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$57,651.00
Net change by previously authorized Change Orders _____	\$112,464.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$170,115.00
The (Contract Sum) (Guaranteed Maximum Price) will be _____ by this Change Order in the amount of increased _____	\$53,005.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$223,120.00

contract time change: approximately 3 additional months
District may direct Service provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as

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

RELIANT TESTING ENGINEERS, INC.

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

BY
Denise DeGroff
2/14/2013

RSCCD

ADDRESS

BY

DATE

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Change Order #5, Bid #1179 – Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

On January 17, 2012, the Board of Trustees awarded a contract to Los Angeles Engineering Inc. for Bid #1179, Soccer Field and Football Facilities at Santa Ana College.

ANALYSIS

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$44,263.52. The revised contract amount is \$5,470,450.76. Staff was able to negotiate a savings of \$17,690.91. 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 6.16% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #5, Bid #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$44,263.52	Board Date: March 11, 2013
Prepared by	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: <i>New Soccer Field and Football Facilities</i>		1179	P.O. #	P000259
		#04-111928		
Contractor:	<i>Los Angeles Engineering Inc.</i>	Change Order No.	5	
Architect:	<i>Westberg-White, Inc.</i>	Date:	<i>February 20, 2013</i>	

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		\$5,152,820.00
Previous Change Orders	\$273,367.24	
This Change Order	\$44,263.52	
Total Change Orders		\$317,630.76
Revised Contract Amount		\$5,470,450.76
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 15, 2013
Revised Contract Completion Date		June 7, 2013
RSCCD Board Approval Date		March 11, 2013

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: *New Soccer Field and Football Facilities*

Bid No. *1179*

P.O. # *P000259*

D.S.A. No. *#04-111928*

Contractor: *Los Angeles Engineering Inc.*

Change Order No. *5*

Architect: *Westberg-White, Inc.*

Date: *February 20, 2013*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Per Bulletin 19, install conduit to under side of roof at the Weight Room to accommodate power source for Storage Building No. 4.</p> <p><u>REASON:</u> Existing conduit could not be used.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$5,484.00
2.0	<p><u>DESCRIPTION:</u> Per Bulletin 20, add eleven 3"x3"x3/16" tube steel gate stop posts at Buildings No. 8, No. 9, North Football and North Soccer gates.</p> <p><u>REASON:</u> To limit gate swing for safety.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$7,119.00
3.0	<p><u>DESCRIPTION:</u> Add area drains to new sidewalk East of Building No. 4. (RFI #105-28)</p> <p><u>REASON:</u> Prevent water accumulation and provide proper drainage.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$1,715.43
4.0	<p><u>DESCRIPTION:</u> Per Bulletin 27, remove 1,150 sf of sidewalk adjacent to Artesia Ave. (Original Quote: \$16,558)</p> <p><u>REASON:</u> A portion of the sidewalk had to be removed to accommodate required removal of existing wall.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$3,952.47

CHANGE ORDER

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

Project: *New Soccer Field and Football Facilities*

Bid No. **1179**

P.O. # **P000259**

D.S.A. No. **#04-111928**

Contractor: *Los Angeles Engineering Inc.*

Change Order No. **5**

Architect: *Westberg-White, Inc.*

Date: **February 20, 2013**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Per Bulletin 8, connect illuminated signage at Buildings No. 8 & 9 (Original Quote: \$19,570)</p> <p><u>REASON:</u> Signage attachment method not shown per plans.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$15,322.00
6.0	<p><u>DESCRIPTION:</u> Per Bulletin 29, revise sliding gate length to avoid conflict with accessible ramp, near south end of football bleacher platform. Adjust pilaster height to match adjacent column. (Original Quote: \$6,334)</p> <p><u>REASON:</u> To accommodate existing grades for ADA accessibility.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$6,034.89
7.0	<p><u>DESCRIPTION:</u> Per Bulletin 28, provide fifteen exterior 12" high 1/2" thick aluminum building identification numbers. (Original Quote: \$ 5,174)</p> <p><u>REASON:</u> New Campus building identification standard.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$4,635.73
Sub-Total		\$0.00	\$44,263.52
Total			\$44,263.52

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Notice of Completion: Bid #1201 – AT&T/SEC Electrical and Communications Equipment Installation at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to PMK Professional Inc. to complete the AT&T/SEC Electrical and Communications Equipment Installation on the new soccer field at Santa Ana College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on February 18, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$58,800

This project was funded by Measure E.

RECOMMENDATION:

The administration recommends approval of the Notice of Completion for the AT&T/SEC Electrical and Communications Equipment Installation at Santa Ana College.

Fiscal Impact:	N/A	Board Date: March 11, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17th St. Santa Ana, California, caused improvements to be made to the property to with: Bid No. 1201 AT&T/SEC Electrical and Communication Equipment Installation, the contract for the doing of which was heretofore entered into on the 10th day of December, 2012, which contract was made with PMK Professional Inc. PO# 13-B0025378, as contractor; that said improvements were completed on the 18th day of February, 2013, and accepted by formal action of the governing Board of said District on the 11th day of March, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Indemnity Company of California.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on

_____, 20 ____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Additional Consulting Services for the M&O Building Roof at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On August 24, 2012 the Board of Trustees approved an agreement with D7 Consulting to provide quality assurance observation to monitor the construction process of the roofing removal and installation related to the M&O building at Santiago Canyon College.

ANALYSIS:

The original amount was estimated at \$14,800 based on project scope which was to review the contractor shop drawings and to document the removal of the existing M&O roof only. The architect requested that D7 also monitor and document the installation of the replacement roof. An additional amount of \$18,137.50 is required. The new contract total for this project is \$32,937.50.

This projected was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve these additional consulting services for the M&O Building Roof project at Santiago Canyon College as presented.

Fiscal Impact:	\$18,137.50	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



1000 Dove Street, Suite 102
Newport Beach, CA 92660
Phone: (949) 955-2777
Fax: (949) 955-2829
www.d7consulting.com

D 7 CONSULTING INC.
Building Envelope Specialists

November 6, 2012

Mr. Darryl A. Odum
Director/District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway
Suite 401
Santa Ana, CA 92706-1640

Reference: Construction Administration & QAO/Change Order Proposal – Metal Roofing
College Building – Existing
Santiago Canyon College – M & O Building
Orange, CA

Dear Mr. Odum:

Thank you for the opportunity to provide you with this Proposal for Consulting Services on the above referenced project. Please review the following to ensure the services proposed are acceptable.

PROJECT DESCRIPTION

The project consists of an in-place, standing seam sheet metal roof system on the Maintenance & Operations Building at Santiago Canyon College campus in Orange, CA.

D 7 CONSULTING INC. SCOPE OF WORK

D 7 will provide services related to roofing:

PHASE I – Construction Administration:

1. A D 7 Consultant will review and respond to approved Submittals and Shop Drawings for applicability for the specified systems on the project.

D 7 CONSULTING INC.

TERMS & CONDITIONS

D 7 must have fully executed proposal or contract for work prior to commencement of services for the project. The D 7 Terms & Conditions must be incorporated into, by reference, or included as an attachment to any contract created by or issued by the client.

Payment terms shall be Net Thirty (30) days from **DATE OF INVOICE**. Any other terms agreed to shall be clearly depicted within a separate contract document and must be agreed to by D 7 prior to commencement of any services on the project.

Payments made after requirement listed above or agreed upon shall incur additional cost of 3% of invoice total.

Late payment of invoices shall be cause for D 7 to stop services on the project. Work will commence when all payments due are current.

D 7 can terminate services on any portion of the project provided we have notified the client in advance no less than 30 days.

D 7 is not responsible for any 3rd party dispute. Payment of services is required regardless of client or other party entering into mediation or arbitration during the work or after the completion of the project.

D 7 reserves the right to file liens on all projects in an effort to secure payment in a timely manner. Releases or waivers shall be furnished upon payment of services in full.

Quality Assurance Observer (QAO) daily rate is based on four (4) hours or more per day. Half (½) day rate will be charged on QAO under four (4) hours. Holidays are billed at two times (2) the daily rate. Holiday Weekends are billed at one and one half times (1 ½) the daily rate. QAO in excess of eight (8) hours per day and/or forty (40) hours per week will be billed at one and one half times (1 ½) the standard rate. A Show Up fee of a quarter (¼) the Daily rate will be incurred for days when the QAO arrives at the jobsite as scheduled and no work is performed.

All Consulting services performed for the above referenced project, at the request of the client, and not specifically outlined herein, will be billed at the rate of \$225.00 per hour.

D 7 reserves the right to increase the fees listed in this proposal based upon any request for insurance certificates or indemnifications above and beyond our standard coverage. D 7 will provide the Client with a breakdown of the cost, if any, and proceed only after receiving written authorization from the Client.

The Consultant will not be a constructor, thus will not participate in any construction contracts under the project. The Consultant will work with the Project Team and monitor the Roofing & Waterproofing Contractor that has been retained to perform the specified scope of work.

Limitations On Consultant's Responsibility, Indemnity & Insurance

Client acknowledges that Consultant is performing professional services on behalf of Client and in the event claims, losses, damages or expenses are caused by the negligence of Consultant or Client or both, Client agrees to indemnify and hold harmless Consultant, and Consultant's officers, employees, agents and representatives, from and against liability for all Professional Liability claims, losses, damages and expenses whether or not insured, including reasonable attorney's fees.

This Proposal is good for 60 days from date listed above. If after 60 days the Client requests services outlined within this Proposal, D 7 shall review and provide revised pricing as necessary.

No changes/modifications may be made to this proposal without prior consent/agreement by both parties.

Agreed and accepted as of the first date set forth below.

Dated: _____

Client Signature

Print Name

Company

Title

Dated: _____

Principal's Signature
Joseph Daniels, President
Print Name

D 7 CONSULTING INC.

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Adoption of Resolution No. 13-11 – Concrete for the Athletic/Aquatics Complex at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board of Trustees awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 13-11 as well as Exhibit A.

Resolution 13-11 and Change Order #9 as outlined, increases the contract by \$8,067.56. The revised contract amount is \$1,176,965.70. 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 27.35% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-11, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$8,067.56	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX**

RESOLUTION NO. 13-11

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatics Complex at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including installation of gate posts at pool entrance, adding base to soil, and additional rebar installation. These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$8,067.56 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

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

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

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

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 11th day of March, 2013, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 11th day of March, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 11th day of March, 2013.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1136	P.O. #	11-BP000254
	D.S.A. No.	04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No.	9	
Architect: The Austin Company	Date:	February 20, 2013	

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		\$924,150.00
Previous Change Orders	\$244,748.14	
This Change Order	\$8,067.56	
Total Change Orders		\$252,815.70
Revised Contract Amount		\$1,176,965.70
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 30, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		March 11, 2013

_____ 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: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1136 P.O. # 11-BP000254

D.S.A. No. 04-109232

Contractor: Guy Yocom Construction Inc

Change Order No. 9

Architect: The Austin Company

Date: February 20, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and material to install six gate post at the swimming pool entrance per field change directive 67</p> <p><u>REASON:</u> There was not enough room to install the concrete footings at the locations specified outside the pool entries</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,024.67
2.0	<p><u>DESCRIPTION:</u> Provide labor and material to install additional base underneath the new sidewalk and pool retaining wall by the fire lane road.</p> <p><u>REASON:</u> Clay soil would not compact to meet soils engineer requirements</p> <p><u>REQUESTOR:</u> Soils Engineer</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,583.75
3.0	<p><u>DESCRIPTION:</u> Provide labor and equipment to dewater and muck out wet soil at stair 2 & 3 due to inclement weather</p> <p><u>REASON:</u> Area had to be dewatered to allow equipment access and install ledger angles at stair 2 & 3 (Unforeseen Condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,892.08
4.0	<p><u>DESCRIPTION:</u> Provide labor and material to install additional rebar at second floor stair landing per field change directive 28 R2</p> <p><u>REASON:</u> Revised landing was required to allow for handrail extensions and meet the American Disability Act (ADA) code requirements</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$567.06
Sub-Total		\$0.00	\$8,067.56
Total			\$8,067.56

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Adoption of Resolution No. 13-13 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 13-13 as well as Exhibit A.

Resolution 13-13 and Change Order #8 as outlined, increases the contract by \$31,571.72. The revised contract amount is \$870,530.90. 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 15.29% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-13, Interpipe Construction, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$31,571.72	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 13-13

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Interpipe Contracting, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work including locating exiting utilities was necessary on the Project (“Change Order”). These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$31,571.72 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

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

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

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

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 11th day of March, 2013 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 11th day of March, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 11th day of March, 2013.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1140	P.O. #	10-P0014548
	D.S.A. No. 04-110212		
Contractor: Interpipe Contracting Inc	Change Order No. 8		
Architect: LPA Inc	Date: February 20, 2013		

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		\$755,060.00
Previous Change Orders	\$83,899.18	
This Change Order	\$31,571.72	
Total Change Orders		\$115,470.90
Revised Contract Amount		\$870,530.90
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		March 11, 2013

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ 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: Santiago Canyon College Humanities Building

Bid No. 1140

P.O. # 10-P0014548

D.S.A. No. 04-110212

Contractor: Interpipe Contracting Inc

Change Order No. 8

Architect: LPA Inc

Date: February 20, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Labor and material to investigate for existing site utilities to connect to catch basins and storm drain system to the building per request for information 586</p> <p>REASON: Existing site utilities were not shown on the contract drawings (Unforeseen Condition)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$31,571.72
	Sub-Total	\$0.00	\$31,571.72
	Total		\$31,571.72

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Change Order #9, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On April 11, 2011, the Board of Trustees awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

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 #9.

Change Order #9 increases the contract by \$26,825.66. The revised contract amount is \$1,402,401.96. Staff was able to negotiate a savings of \$27,201.37. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 7.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #9, Bid #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$26,825.66	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

<h1>CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Santiago Canyon College Humanities Building	Bid No. 1136 P.O. # 10-BP000253 D.S.A. No. 04-110212
Contractor: Guy Yocom Construction	Change Order No. 9
Architect: LPA Inc	Date: February 20, 2013

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,302,900.00
Previous Change Orders	\$72,676.30	
This Change Order	\$26,825.66	
Total Change Orders		\$99,501.96
Revised Contract Amount		\$1,402,401.96
Previous Time Extensions	11 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		11 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 30, 2011
RSCCD Board Approval Date		March 11, 2013

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 9	
		Date: February 20, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> X-Ray, layout, core drill, saw cut and remove concrete for 16 openings per CCD # 43, original cost \$44,181.37 savings to District \$26,892.19.</p> <p><u>REASON:</u> As a result of the MEP Peer Review performed by Southland Industries, LPA issued CCD # 43. The CCD required an additional 16 openings be cut into the existing CMU for duct access.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$17,289.18
2.0	<p><u>DESCRIPTION:</u> Installation of temporary guardrails at edge openings on the second and third levels and protection over the skylight openings.</p> <p><u>REASON:</u> Following safety site walk a report by Bruce Beardsley requested temporary guardrails and protection over skylight openings.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,226.58
3.0	<p><u>DESCRIPTION:</u> Labor and equipment to re-grade for light pole bases due to standing rain water.</p> <p><u>REASON:</u> Due to standing rainwater contractor had to re-grade for the light pole bases.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,190.73
4.0	<p><u>DESCRIPTION:</u> Labor and equipment to patch holes left from the removal of safety posts on all building levels.</p> <p><u>REASON:</u> After removal of safety posts contractor had to patch holes.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,186.24

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 9	
		Date: February 20, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Provide labor and materials for concrete repairs to light pole bases as directed in RFI H-639, original cost \$2,181.08 savings to District \$63.58.</p> <p>REASON: The berm by the Science Building was added after original installation of light pole bases contractor had to raise light fixture base plates 6" above slope.</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,117.50
6.0	<p>DESCRIPTION: Labor and equipment to provide additional mock up for colored concrete due to mix design change, original cost \$1,061.03 savings to District 245.60.</p> <p>REASON: Due to a change in the mix design and color additive to the concrete new mock-ups had to be poured.</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$815.43
Sub-Total		\$0.00	\$26,825.66
Total			\$26,825.66

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Change Order #13, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board of Trustees awarded a contract to Dynalectric for Bid #1139, electricity for the Humanities Building at Santiago Canyon College.

ANALYSIS

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #13.

Change Order #13 increases the contract by \$3,184.63. The revised contract amount is \$3,875,601.38. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 7.12% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #13, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$3,184.63	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225
Contractor: Dynalectric	D.S.A. No. 04-110212		
Architect: LPA Inc	Change Order No. 13	Date: February 20, 2013	

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		\$3,617,900.00
Previous Change Orders	\$254,516.75	
This Change Order	\$3,184.63	
Total Change Orders		\$257,701.38
Revised Contract Amount		\$3,875,601.38
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		March 11, 2013

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Seville CS _____ 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: Santiago Canyon College Humanities Building

Bid No. 1139

P.O. # 10-BP000225

D.S.A. No.

04-110212

Contractor: Dynalectric

Change Order No. 13

Architect: LPA Inc

Date: February 20, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and materials to provide 120V circuits for Type 2 light fixtures in hallways 253 and 332 as directed in RFI 721.</p> <p><u>REASON:</u> Fixtures were previously shown on the drawings as circuited from 277V power.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$2,581.74
2.0	<p><u>DESCRIPTION:</u> Remove and replace light trim at stair two to allow access for remedial work at the skylight. A deductive change order in the same amount has been issued to Glazcon Production.</p> <p><u>REASON:</u> Light trim had to be removed to allow drywall and painting contractors to install new drywall and paint due to rain damage.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$602.89
Sub-Total		\$0.00	\$3,184.63
Total			\$3,184.63

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Change Order #5, Bid #1143 – Glass/Glazing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Glazcon Productions for Bid #1143, glass/glazing for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 decreases the contract by \$602.89. The revised contract amount is \$1,236,979.67. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.06% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #5, Bid #1143 for Glazcon Productions, glass/glazing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$602.89	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1143	P.O. #	10-P0014580
	D.S.A. No. 04-110212		
Contractor: Glazcon Productions	Change Order No. 5		
Architect: LPA Inc	Date: February 20, 2013		

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,188,700.00
Previous Change Orders	\$47,676.78	
This Change Order	-\$602.89	
Total Change Orders		\$47,073.89
Revised Contract Amount		\$1,235,773.89
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 25, 2011
Revised Contract Completion Date		May 25, 2011
RSCCD Board Approval Date		March 11, 2013

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ 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: Santiago Canyon College Humanities Building

Bid No. 1143 P.O. # 10-P0014580

D.S.A. No. 04-110212

Contractor: Glazcon Productions

Change Order No. 5

Architect: LPA Inc

Date: February 20, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Deductive change order for having Dynalectric remove and replace the light trim to allow for remedial work at skylight following rain.</p> <p><u>REASON:</u> Light trim had to be removed to allow drywall and painting contractors to install new drywall and paint due to rain damage.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$602.89	
Sub-Total		\$602.89	\$0.00
Total			-\$602.89

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Change Order #7, Bid #1144 – Roofing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Troyer Contracting Co., Inc. for Bid #1144, roofing 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 #7.

Change Order #7 increases the contract by \$15,699. The revised contract amount is \$854,508.91. Staff was able to negotiate a savings of \$19,855. 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 8.45% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #7, Bid #1144 for Troyer Contracting Co., Inc., roofing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$15,699	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1144	P.O. # 10-P0014699
Contractor: Troyer Contracting Co Inc	D.S.A. No.	04-109232	
Architect: The Austin Company	Change Order No.	7	
	Date:	February 20, 2013	

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		\$787,928.00
Previous Change Orders	\$50,881.91	
This Change Order	\$15,699.00	
Total Change Orders		\$66,580.91
Revised Contract Amount		\$854,508.91
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		March 11, 2013

_____ 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: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1144	P.O. # 10-P0014699
	D.S.A. No. 04-109232	
Contractor: Troyer Contracting Co Inc	Change Order No. 7	
Architect: The Austin Company	Date: February 20, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Compensation for material escalation for louvered screen walls at high roof</p> <p><u>REASON:</u> Due to cost escalation for material (Original cost \$35,554.00)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$15,699.00
	Sub-Total	\$0.00	\$15,699.00
	Total		\$15,699.00

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Change Order #2, Bid #1150 – Pool for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On July 26, 2010, the Board of Trustees awarded a contract to Nadar, Inc. for Bid #1150, for the construction of a pool for the Athletic/Aquatic Complex at Santiago Canyon 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 #2.

Change Order #2 increases the contract by \$6,699. The revised contract amount is \$1,021,463. Staff was able to negotiate a savings of \$10,244. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 1.16% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1150 for Nadar, Inc., pool for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$6,699	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1150	P.O. #11-BP000251
	D.S.A. No.	04-109232	
Contractor: Nadar, Inc	Change Order No.	2	
Architect: The Austin Company	Date:	February 20, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,009,700.00
Previous Change Orders	\$5,064.00	
This Change Order	\$6,699.00	
Total Change Orders		\$11,763.00
Revised Contract Amount		\$1,021,463.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 30, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		March 11, 2013

_____ 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: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1150

P.O.# 11-BP000251

D.S.A. No.

04-109232

Contractor: Nadar, Inc

Change Order No. 2

Architect: The Austin Company

Date: February 20, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Compensation for material escalation for pool equipment (Original cost submitted \$16,943.00)</p> <p><u>REASON:</u> Due to cost escalation for material cost</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$6,699.00
Sub-Total		\$0.00	\$6,699.00
Total			\$6,699.00

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Notice of Completion: Bid #1181 – Signalization and Street Improvements Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Dynalectric to complete the Signalization and Street Improvement Project at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on January 22, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$917,797.15

This project was funded by Measure E.

RECOMMENDATION:

The administration recommends approval of the Notice of Completion for Signalization and Street Improvement Project at Santiago Canyon College.

Fiscal Impact:	N/A	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman, Orange, California, caused improvements to be made to the property to with: Bid No. 1181 Signalization Project and Street Improvements, the contract for the doing of which was heretofore entered into on the 25th day of June, 2011, which contract was made with Dynalectric P.O.12-P0020215, as contractor; that said improvements were completed on the 22nd day of January, 2013, and accepted by formal action of the governing Board of said District on the 11th day of March, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Federal Insurance Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on
_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: March 11, 2013
Re:	Approval of Notice of Completion: Bid #1191 – M&O Roofing Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Letner Roofing Co. to complete the M&O Roofing Project at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on January 28, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$385,027

This project was funded by Measure E.

RECOMMENDATION:

The administration recommends approval of the Notice of Completion for M&O Roofing Project at Santiago Canyon College.

Fiscal Impact:	N/A	Board Date: March 11, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman, Orange, California, caused improvements to be made to the property to with: Bid No. 1191 M & O Roof Project, the contract for the doing of which was heretofore entered into on the 7th day of May, 2012, which contract was made with Letner Roofing Co. PO 12-P0023015, as contractor; that said improvements were completed on the 28th day of January, 2013, and accepted by formal action of the governing Board of said District on the 11th day of March, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Arch Insurance Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on

_____, 20 ____.

Signature _____
(include name of corporation, partnership, etc., if any)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To:	Board of Trustees	Date: March 11, 2013
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

CouponEx revolutionizes coupon savings with a proprietary card system that eliminates the hassle of finding, sorting, clipping, and using coupons before the expiration date. This simple and easy paperless system provides instant savings to consumers with a swipe of a card.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: March 11, 2013 to February 28, 2014. The square footage for the rentable area included in this lease agreement is 120 square feet.

RECOMMENDATION

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

Fiscal Impact:	\$2,448.00	Board Date: March 11, 2013
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Digital Media Center LEASE

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and CouponEx ("Tenant"), is dated February 7, 2013.

1. LEASE OF PREMISES:

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

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (initial): \$ 2,448.00 per year.
- b. Base Year: The calendar year of 2013.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: March 07, 2013
- e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. Expense Stop: (fill in if applicable): \$ N/A
- g. Expiration Date: February 28, 2014 unless otherwise sooner terminated in accordance with provisions of this Lease.
- h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).
- i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640
Tenant's Mailing Address: 1300 S. Bristol Street, Santa Ana, CA 92704 #246
- 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 Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair

market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation of life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

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

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

6. INTEREST AND LATE CHARGES:

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

7. SECURITY DEPOSIT:

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

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

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

8. TENANT'S USE OF THE PREMISES:

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

9. SERVICES AND UTILITIES:

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

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

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

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

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

10. CONDITION OF THE PREMISES:

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

11. CONSTRUCTION, REPAIRS AND MAINTENANCE:

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

b. Tenant's Obligations:

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

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

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

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

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

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

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

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

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

12. ALTERATIONS AND ADDITIONS:

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

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

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

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

14. RULES AND REGULATIONS:

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

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

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

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

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

16. ASSIGNMENT AND SUBLETTING:

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

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

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

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

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

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

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

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

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

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

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

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

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

21. INDEMNIFICATION:

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

22. TENANT'S INSURANCE:

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

ant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION:

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT:

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. TENANT ESTOPPEL CERTIFICATES:

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
 - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
 - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
 - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
 - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
 - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes there-

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

35. **CURING TENANT'S DEFAULTS:**
If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.
36. **SIGN CONTROL:**
Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.
37. **MISCELLANEOUS:**
- a. **Accord and Satisfaction; Allocation of Payments.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
 - b. **Addenda.** If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
 - c. **Attorneys' Fees.** If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
 - d. **Captions, Articles and Section Numbers.** The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
 - e. **Changes Requested by Lender.** Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.
 - f. **Choice of Law.** This Lease shall be construed and enforced in accordance with the laws of the State.
 - g. **Consent.** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
 - h. **Corporate Authority.** If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
 - i. **Counterparts.** This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

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

facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.1 of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11.b of this Lease; provided, however, that if such Mandatory Work is required during the last

year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

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

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

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

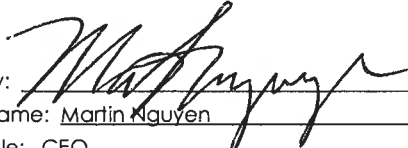
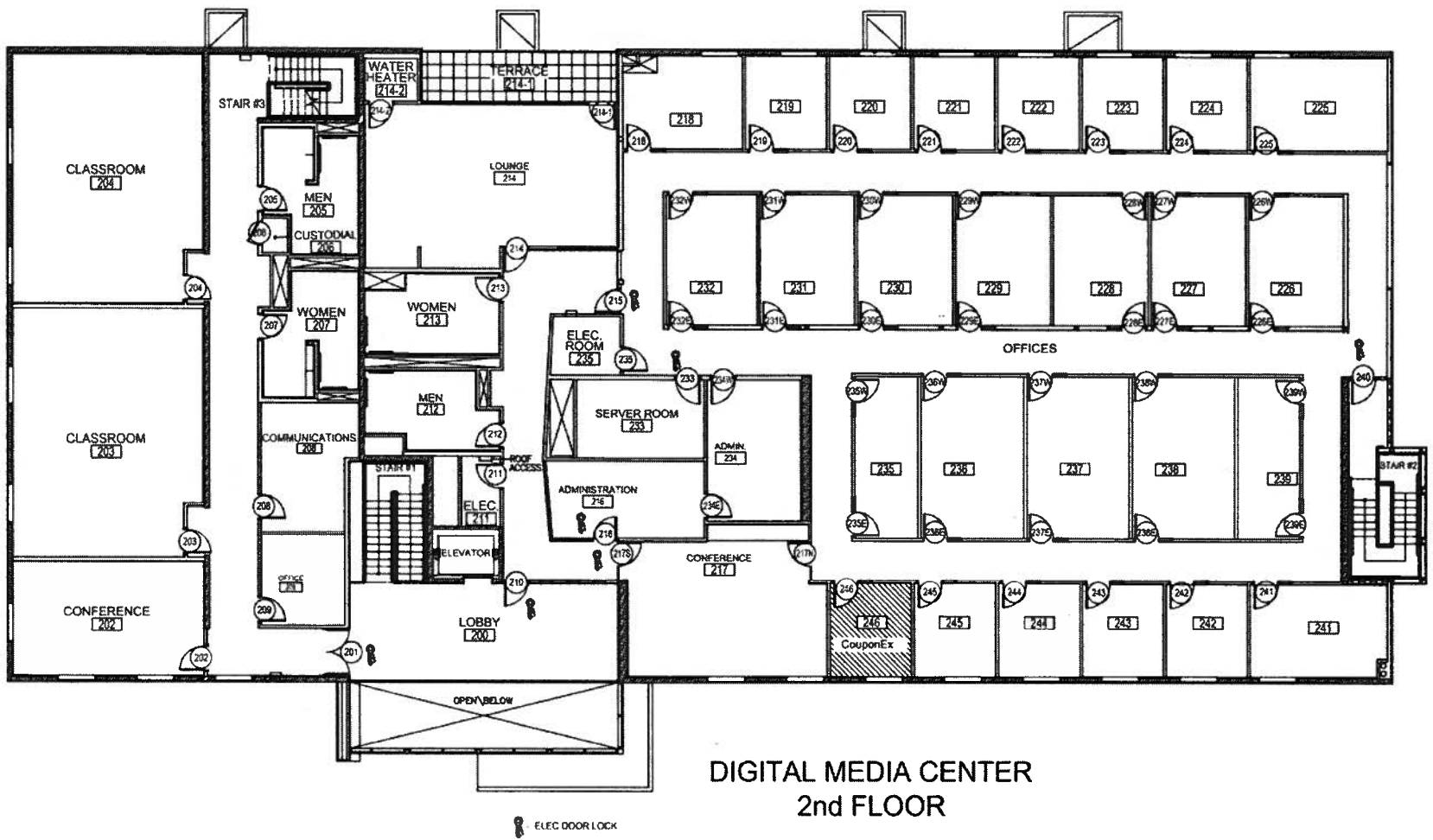
"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" CouponEx
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Martin Nguyen</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>CEO</u>

EXHIBIT A
FLOOR PLAN



DIGITAL MEDIA CENTER
2nd FLOOR

EXHIBIT B
SITE PLAN

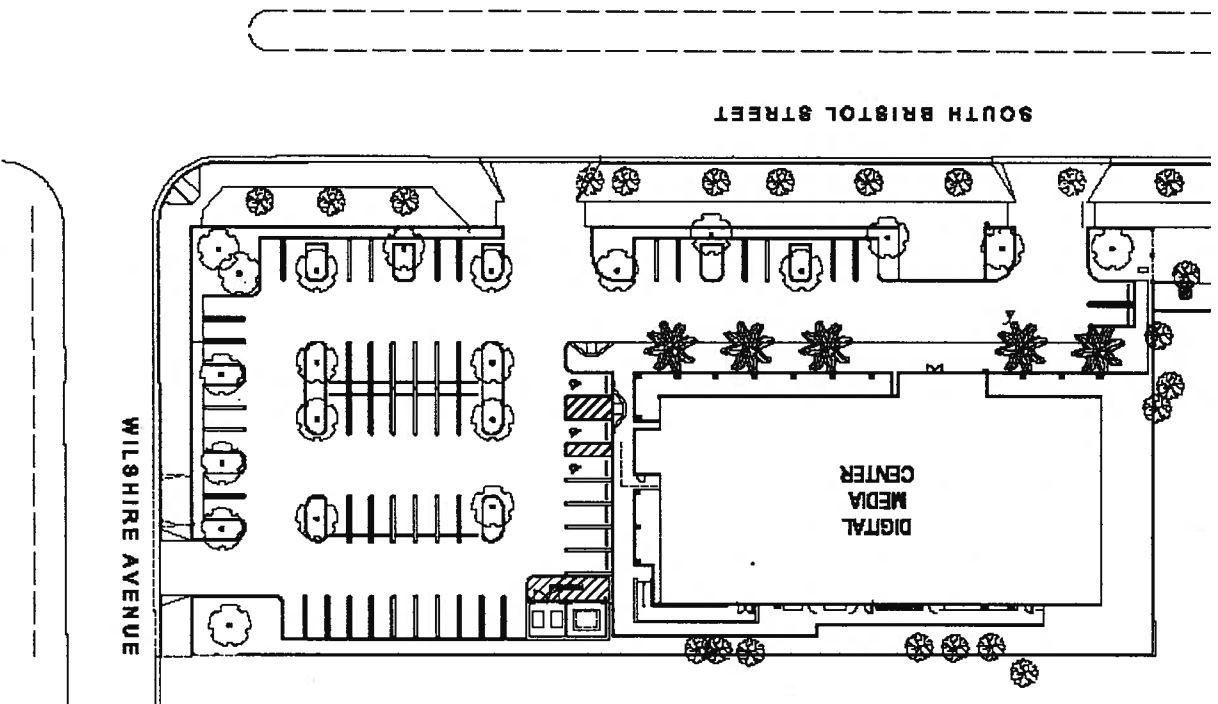


EXHIBIT C

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 February 07, 2013, ("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 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.

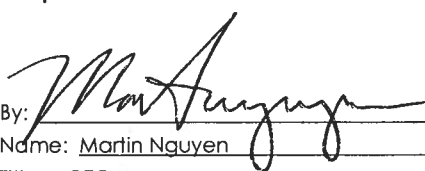
<p>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p>"TENANT" CouponEx</p>
<p>By: _____ Name: <u>Peter J. Hardash</u> Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p>	<p>By:  Name: <u>Martin Nguyen</u> Title: <u>CEO</u></p>

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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from.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

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

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL
Landlord _____

Tenant M.N.

Board Approval

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	March 11, 2013
Re:	Approval of Appointments to the Measure Q Citizens' Bond Oversight Committee		
Action:	Request for Approval		

BACKGROUND

Measure Q was approved by the electorate of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (RSCCD) on November 6, 2012. This measure authorizes RSCCD to issue up to \$198 million in general obligation bonds to finance renovation, repair and construction at Santa Ana College. Under the auspices of Proposition 39, the Board must appoint residents of the district who satisfy various categories of membership to serve on the Citizens' Bond Oversight Committee.

ANALYSIS

Information about the appointment process to the Measure Q Citizens' Bond Oversight Committee was posted to the RSCCD website and sent to endorsers of the ballot measure and appropriate community groups. Applications were accepted in the Chancellor's Office and reviewed by the Chancellor, Vice Chancellor and Santa Ana College President to assure adherence to qualification and representation. It is recommended that the committee be initially constituted as outlined below:

<u>Name</u>	<u>Membership Category</u>
Eric Alderete	Community At-Large
Carolyn Cavecche	Taxpayers Association
Nellie Caudillo Kaniski	Community At-Large
Mark McLoughlin	Business Organization
Kenneth Nguyen	Community At-Large
Ken Purcell	Support Organization – SAC Foundation
Cesar Vargas	Community At-Large
Vacant	Senior Citizen's Group
Vacant	Santa Ana College Student

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointments to the Measure Q Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date:	March 11, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025474	9,000.00	SAPRIZA GOYRET MARIA JOSEFINA	Contracted Services	SP		1/24/2013
13-P0025717	840.21	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			1/22/2013
13-P0025718	5,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	1/22/2013
13-P0025719	5,610.00	SAN DIEGUITO PUBLISHER'S INC	Reproduction/Printing Expenses			1/22/2013
13-P0025720	65.40	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		1/22/2013
13-P0025721	947.19	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		1/22/2013
13-P0025722	83.15	NEWARK CORP	Instructional Supplies	SP		1/22/2013
13-P0025723	550.00	DEPT OF SOCIAL SERVICES	Other Licenses & Fees	SP		1/22/2013
13-P0025724	500.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			1/22/2013
13-P0025725	2,000.00	GORM INC	Non-Instructional Supplies			1/22/2013
13-P0025726	2,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			1/22/2013
13-P0025727	5,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	1/22/2013
13-P0025728	319.68	CN SCHOOL AND OFFICE SOLUTIONS INC	Instructional Supplies	SP		1/22/2013
* 13-P0025729	5,499.36	GOENGINEER	Software License and Fees	SP		1/22/2013
13-P0025730	400.00	ALBERTSON'S	Food and Food Service Supplies	SP		1/22/2013
13-P0025731	1,199.10	STUART L. DAVIS	Conference Expenses			1/22/2013
13-P0025732	250.00	CCC EOPS REGION VIII	Conference Expenses	SP		1/22/2013
* 13-P0025733	56.44	MICHAEL J MACKENZIE	Non-Instructional Supplies	SP		1/22/2013
13-P0025734	9,380.00	SAN DIEGUITO PUBLISHER'S INC	Reproduction/Printing Expenses	SP		1/23/2013
13-P0025735	972.00	AMERICAN RED CROSS	Non-Instructional Supplies	SP		1/23/2013
13-P0025736	2,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		1/23/2013
13-P0025737	500.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		1/23/2013
13-P0025738	1,500.00	SMART & FINAL	Food and Food Service Supplies	SP		1/23/2013
13-P0025739	380.07	GEYER INSTRUCTIONAL AIDS CO	Instructional Supplies	SP		1/23/2013
13-P0025740	7,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/23/2013
13-P0025741	500.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		1/23/2013
13-P0025742	1,000.00	HOME DEPOT	Non-Instructional Supplies			1/23/2013
13-P0025743	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			1/23/2013
13-P0025744	2,278.24	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		1/23/2013
13-P0025745	180.95	FITNESS WHOLESale	Instructional Supplies	SP		1/23/2013
13-P0025746	333.00	MKH ELECTRONICS	Instructional Supplies	SP		1/23/2013
13-P0025747	276.57	SCANTRON CORP	Instructional Supplies	SP		1/23/2013
13-P0025748	105,000.00	KOURY ENGINEERING & TESTING INC	Site Improv- Engineering Costs	SP	BOND	1/23/2013
13-P0025749	105,000.00	KOURY ENGINEERING & TESTING INC	Buildings - Construction Tests	SP	BOND	1/23/2013
13-P0025750	688.99	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/23/2013

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025751	977.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			1/23/2013
13-P0025752	294.07	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		1/23/2013
* 13-P0025753	327.00	PENNYVISION LLC	Food and Food Service Supplies	SP		1/23/2013
13-P0025754	225.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		1/23/2013
13-P0025755	10,754.26	ORANGE COAST PLUMBING INC	Contracted Services	SP		1/23/2013
13-P0025756	360.00	WESTED	Conference Expenses	SP		1/23/2013
13-P0025757	31.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			1/23/2013
13-P0025758	8,300.00	CIRKS CONSTRUCTION INC	Contracted Repair Services	SP		1/23/2013
13-P0025759	4,600.00	LEONARD CHAIDEZ TREE SERVICE	Maint/Oper Service Agreements			1/23/2013
13-P0025760	1,400.00	EXECUTIVE ENVIRONMENTAL	Contracted Services			1/23/2013
13-P0025761	14,500.00	GRD CONSULTING LLC	Contracted Services	SP		1/23/2013
13-P0025762	6.30	STATE BOARD OF EQUALIZATION	Other Licenses & Fees			1/23/2013
13-P0025763	429.81	ORANGE COAST PLUMBING INC	Contracted Repair Services			1/23/2013
13-P0025764	209.00	CI BUSINESS EQUIPMENT INC	Maint Contract - Office Equip			1/23/2013
* 13-P0025765	12,500.00	PUBLIC HEALTH FOUNDATION ENTERPRISES INC	Contracted Services	SP		1/24/2013
13-P0025766	14,995.00	WALSVICK JENNIFER EILEEN	Contracted Services	SP		1/24/2013
13-P0025767	4,800.00	MUCKENTHALER & ASSOC INC	Contracted Services	SP		1/24/2013
13-P0025768	25,000.00	PUBLIC HEALTH PREVENTATIVE	Contracted Services	SP		1/24/2013
13-P0025769	14,500.00	NACCE	Contracted Services	SP		1/24/2013
13-P0025770	3,200.00	WALSVICK JENNIFER EILEEN	Contracted Services	SP		1/24/2013
13-P0025771	63,437.81	DELL COMPUTER	Equipment - All Other > \$1,000			1/25/2013
13-P0025772	22.68	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		1/25/2013
13-P0025773	13,435.68	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		1/25/2013
13-P0025774	129.36	PREHISTORIC PLANET LLC	Instructional Supplies	SP		1/25/2013
13-P0025775	14,985.95	CIRKS CONSTRUCTION INC	Contracted Repair Services	SP		1/25/2013
* 13-P0025776	16,669.80	LEWIS & LEWIS ENTERPRISES	Instructional Supplies	SP		1/25/2013
13-P0025777	1,432.56	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000			1/25/2013
13-P0025778	3,231.08	CLEAN SOURCE INC	Equipment - All Other > \$1,000			1/25/2013
13-P0025779	115.56	ELLISON TECHNOLOGIES	Repair & Replacement Parts			1/28/2013
13-P0025780	395.00	ACCCA	Conference Expenses	SP		1/28/2013
13-P0025782	40.34	TOMARK SPORTS INC	Instructional Supplies	SP		1/28/2013
13-P0025783	360.76	GALE GROUP	Library Books			1/28/2013
13-P0025784	144.01	WISE GUYS PIZZERIA	Food and Food Service Supplies	SP		1/28/2013
13-P0025785	2,232.83	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		1/28/2013
13-P0025786	43.15	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		1/28/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025787	142.51	DIETRICH R. KANZLER	Instructional Software	SP		1/28/2013
13-P0025788	297.64	FITNESS REPAIR SHOP	Repair & Replacement Parts			1/28/2013
13-P0025789	80.90	ALERT SERVICES INC	Instructional Supplies	SP		1/28/2013
13-P0025790	4,581.97	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		1/28/2013
13-P0025791	1,162.09	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		1/28/2013
13-P0025792	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/28/2013
13-P0025793	700.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/28/2013
13-P0025794	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/28/2013
13-P0025795	1,232.75	BIO RAD LABORATORIES	Instructional Supplies	SP		1/28/2013
13-P0025796	7,229.00	DON BOOKSTORE	Books Paid for Students	SP		1/28/2013
13-P0025797	584.02	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/28/2013
13-P0025798	2,000.00	ENTERPRISE FLEET SVCS	Transportation - Athletics			1/28/2013
13-P0025799	4,300.00	THE GREAT AMERICAN	Food and Food Service Supplies	SP		1/28/2013
13-P0025800	1,544.38	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		1/28/2013
13-P0025801	514.80	MEDIX INC	Instructional Supplies			1/28/2013
13-P0025802	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/28/2013
13-P0025803	145.95	ABACUS SWIVEL CHAIR PARTS LLC	Non-Instructional Supplies			1/28/2013
13-P0025804	954.66	MICROTECH SCIENTIFIC	Instructional Supplies			1/28/2013
13-P0025805	717.82	BIOQUIP PRODUCTS INC	Instructional Supplies			1/28/2013
13-P0025806	668.16	AMAZON COM	Instructional Supplies	SP		1/29/2013
13-P0025807	710.02	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		1/29/2013
13-P0025808	617.31	ACADEMY ELECTRIC INC	Building Improvements	SP		1/29/2013
13-P0025809	490.12	XEROX CORP	Non-Instructional Supplies			1/29/2013
13-P0025810	5,304.75	TOMARK SPORTS INC	Contracted Repair Services	SP		1/29/2013
13-P0025811	433.80	GARV INC	Instructional Supplies	SP		1/29/2013
13-P0025812	200.00	POSTMASTER	Postage			1/29/2013
13-P0025813	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025814	750.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025815	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025816	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025817	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025818	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025819	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025820	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025821	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025822	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025823	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/29/2013
13-P0025824	154.00	HILLS BROS LOCK & SAFE	Security Systems & Services			1/29/2013
13-P0025825	775.00	NELSON MELINDA E	Contracted Repair Services	SP		1/29/2013
13-P0025826	1,175.00	TITANIUM SOFTWARE INC	Software License and Fees	SP		1/29/2013
13-P0025827	3,959.31	THYSSENKRUPP ELEVATOR CORP	Contracted Services	SP		1/29/2013
13-P0025828	91.50	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			1/29/2013
13-P0025829	600.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		1/29/2013
13-P0025830	141.58	COMPREHENSIVE CONTROL SYSTEMS INC	Awards & Incentives	SP		1/29/2013
13-P0025831	6,687.36	STAY SAFE SUPPLY INC	Non-Instructional Supplies			1/29/2013
13-P0025832	241.70	INLAND CUTTER SERVICE INC	Contracted Repair Services			1/30/2013
13-P0025833	1,184.48	GAIL MATERIALS	Contracted Services			1/30/2013
13-P0025834	500.00	WILLIAMS ROBERT	Contracted Repair Services			1/30/2013
13-P0025835	65.16	CORINE L. DOUGHTY	Food and Food Service Supplies	SP		1/30/2013
13-P0025836	248.19	DEMCO INC	Non-Instructional Supplies	SP		1/30/2013
13-P0025837	317.95	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/30/2013
13-P0025838	500.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		1/30/2013
13-P0025839	2,607.00	ENGINEERING.COM	Software License and Fees	SP		1/30/2013
13-P0025840	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/30/2013
13-P0025841	2,850.00	STUDICA INC	Software License and Fees	SP		1/30/2013
13-P0025842	315.39	ON TRACK	Instructional Supplies	SP		1/30/2013
13-P0025843	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		1/30/2013
13-P0025844	825.00	WALLY MACHINERY & TOOL SUPPLY	Repair & Replacement Parts			1/30/2013
13-P0025845	100.00	DON BOOKSTORE	Mileage/Parking Expenses	SP		1/30/2013
13-P0025846	810.00	AMERICAN COLLEGE HEALTH ASSOC	Non-Instructional Supplies	SP		1/30/2013
13-P0025847	12,499.52	TOMARK SPORTS INC	Contracted Services	SP		1/30/2013
13-P0025848	3,200.00	FREIGHT RODNEY DONALD	Contracted Services	SP		1/30/2013
* 13-P0025849	1,949.00	AMERICAN EXPRESS	Conference Expenses	SP		1/30/2013
13-P0025850	221.47	WARD'S NATURAL SCIENCE	Instructional Supplies			1/30/2013
13-P0025851	454.93	MICROTECH SCIENTIFIC	Instructional Supplies			1/30/2013
13-P0025852	171.84	COMMLINE INC	Non-Instructional Supplies			1/30/2013
13-P0025853	257.03	FISHER SCIENTIFIC	Instructional Supplies			1/30/2013
13-P0025854	325.00	MIDDLE COLLEGE HIGH SCHOOL	Conference Expenses	SP		1/30/2013
13-P0025855	3,225.00	PROFESSIONAL PLUMBING &	Contracted Repair Services	SP		1/30/2013
13-P0025856	2,218.44	AMERICAN FENCE	Rental - Other (Short-term)			1/30/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025857	800.00	HOBART CORP	Contracted Repair Services	SP		1/30/2013
13-P0025858	495.60	AMERICAN EXPRESS	Conference Expenses	SP		1/30/2013
13-P0025859	108.95	NEW DREAM NETWORK LLC	Software License and Fees	SP		1/30/2013
13-P0025860	235.95	AMERICAN CHEMICAL SOCIETY	Instructional Supplies	SP		1/30/2013
* 13-P0025861	851.16	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/30/2013
13-P0025862	1,046.33	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			1/30/2013
13-P0025863	2,963.72	MEDIA SPARK INC.	Software License and Fees	SP		1/30/2013
13-P0025864	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		1/31/2013
13-P0025865	1,166.46	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			1/31/2013
13-P0025866	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/31/2013
13-P0025867	500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		1/31/2013
13-P0025868	5,097.60	UNISOURCE PAPER CO	Instructional Supplies	SP		1/31/2013
13-P0025869	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/31/2013
13-P0025870	927.07	THE GOODYEAR TIRE & RUBBER CO.	Repair & Replacement Parts			1/31/2013
13-P0025871	940.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		1/31/2013
13-P0025872	500.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		1/31/2013
13-P0025873	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/31/2013
13-P0025874	1,050.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		1/31/2013
13-P0025875	649.80	RIDDELL ALL AMERICAN	Instructional Supplies	SP		1/31/2013
13-P0025876	321.41	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		1/31/2013
13-P0025877	299.42	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		1/31/2013
* 13-P0025878	1,812.65	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		1/31/2013
13-P0025879	552.91	WELLS FARGO BANK	Equipment - Federal Progs >200	SP		1/31/2013
13-P0025880	464.40	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		1/31/2013
13-P0025881	1,590.50	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		1/31/2013
13-P0025882	2,593.62	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/31/2013
13-P0025883	272.29	PURELAND SUPPLY LLC	Non-Instructional Supplies			1/31/2013
13-P0025884	3,469.91	PURELAND SUPPLY LLC	Instructional Supplies	SP		1/31/2013
13-P0025885	629.72	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/31/2013
13-P0025886	39,154.38	DELL COMPUTER	Equipment - All Other > \$1,000			2/1/2013
13-P0025887	963.90	BLUE2 LLC	Non-Instructional Supplies	SP		2/1/2013
13-P0025888	719.97	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		2/1/2013
13-P0025889	375.00	APPERSON	Maint Contract - Office Equip			2/1/2013
13-P0025890	2,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		2/4/2013
13-P0025891	561.60	WE DO GRAPHICS INC	Reproduction/Printing Expenses			2/5/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025892	300.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		2/5/2013
13-P0025893	275.00	ACADEMIC SENATE FOR	Conference Expenses	SP		2/5/2013
13-P0025894	193.20	ATRIUM FINANCE HOLIDAY INN SACRAMENTO	Conference Expenses	SP		2/5/2013
13-P0025895	275.00	MARTIN R. STRINGER	Conference Expenses	SP		2/5/2013
13-P0025896	1,825.00	NAT'L LEAGUE FOR NURSING ACCREDITING COMMIS	Inst Dues & Memberships			2/5/2013
13-P0025897	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		2/5/2013
13-P0025898	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		2/5/2013
13-P0025899	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		2/5/2013
13-P0025900	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		2/5/2013
13-P0025901	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		2/5/2013
13-P0025902	377.84	GALE GROUP	Library Books			2/5/2013
13-P0025903	283.80	ACTIVE MINDS INC	Awards & Incentives	SP		2/5/2013
13-P0025904	957.23	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		2/5/2013
13-P0025905	80.00	REGENTS OF THE UNIV OF CALIF	Conference Expenses	SP		2/5/2013
13-P0025906	3,500.00	LUX BUS AMERICA	Transportation - Student			2/5/2013
13-P0025907	100.00	HOME DEPOT	Non-Instructional Supplies			2/5/2013
13-P0025908	2,000.00	SMART & FINAL	Food and Food Service Supplies	SP		2/5/2013
13-P0025909	500.00	HOME DEPOT	Non-Instructional Supplies	SP		2/5/2013
13-P0025910	40.37	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/5/2013
13-P0025911	100.00	DON BOOKSTORE	Instructional Supplies	SP		2/5/2013
13-P0025912	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/5/2013
13-P0025913	500.00	SANYO FOODS CORPORATION	Food and Food Service Supplies	SP		2/5/2013
13-P0025914	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/5/2013
13-P0025915	279.99	AMAZON COM	Equip/Software - >\$200 <\$1,000			2/5/2013
13-P0025916	848.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		2/5/2013
13-P0025917	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		2/5/2013
13-P0025918	2,700.00	MIDWEST LIBRARY SVC	Library Books			2/5/2013
13-P0025919	1,114.12	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		2/5/2013
* 13-P0025920	3,315.90	HILTON ANATOLE HOTEL	Conference Expenses	SP		2/5/2013
* 13-P0025921	1,625.00	NACCTEP NAT'L ASSOC OF COMM	Conference Expenses	SP		2/5/2013
13-P0025922	37.80	KUTTING EDGE DESIGN LLC	Instructional Supplies	SP		2/5/2013
13-P0025923	1,735.90	DELL COMPUTER	Equipment - All Other > \$1,000			2/5/2013
13-P0025924	106.56	CDW GOVERNMENT INC.	Non-Instructional Supplies			2/5/2013
13-P0025925	1,128.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		2/5/2013
13-P0025926	372.60	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		2/5/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025927	774.00	CASBO CALIF ASSOC OF SCHOOL	Inst Dues & Memberships			2/5/2013
13-P0025928	499.00	PLURALSIGHT LLC	Software License and Fees			2/5/2013
13-P0025929	1,000.00	DON BOOKSTORE	Awards & Incentives	SP		2/5/2013
13-P0025930	869.33	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		2/5/2013
13-P0025931	86.85	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/5/2013
13-P0025932	3,379.14	DELL COMPUTER	Equipment - Technology >\$1,000	SP		2/5/2013
13-P0025933	30.50	FEDEX	Postage			2/6/2013
13-P0025934	1,000.00	WESTERN POWER SYSTEMS	Contracted Services			2/6/2013
13-P0025935	717.47	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	2/6/2013
13-P0025936	700.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		2/6/2013
13-P0025937	2,800.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		2/6/2013
13-P0025938	77.00	ORANGE COUNTY FIRE PROTECTION	Contracted Repair Services			2/6/2013
13-P0025939	140.00	CITY OF ORANGE	Public Agencies' Assess & Fees			2/6/2013
13-P0025940	2,875.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			2/6/2013
13-P0025941	300.00	SUPER ANTOJITO'S AUTHENTIC MEXICAN FOOD	Food and Food Service Supplies	SP		2/6/2013
13-P0025942	250.00	BOYD & ASSOCIATES	Contracted Repair Services	SP		2/6/2013
13-P0025943	380.00	CCCCIO	Conference Expenses			2/6/2013
13-P0025944	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/6/2013
13-P0025945	5,761.00	JOHNSON CONTROLS	Contracted Repair Services			2/6/2013
* 13-P0025946	50.00	DON BOOKSTORE	Advertising	SP		2/6/2013
13-P0025947	110.00	COUNTY OF ORANGE	Other Participant Travel Exp			2/6/2013
* 13-P0025948	1,357.00	MARICELA SANDOVAL	Advertising	SP		2/6/2013
13-P0025949	165.09	MICRO VISIONS	Instructional Supplies	SP		2/6/2013
* 13-P0025950	255.64	TRICAM INC	Food and Food Service Supplies	SP		2/6/2013
13-P0025951	939.60	WE DO GRAPHICS INC	Reproduction/Printing Expenses			2/6/2013
13-P0025952	1,600.00	JUAN D. NORENA	Contracted Services	SP		2/6/2013
13-P0025953	600.00	ARAMBULA MARTHA LILIANA LILIANA	Contracted Services	SP		2/6/2013
13-P0025954	1,500.00	AHART MARY ANN	Contracted Services	SP		2/6/2013
13-P0025955	2,052.75	OC CHILDREN'S THERAPUTIC ART CTR	Rental - Facility (Short-term)	SP		2/6/2013
13-P0025956	332.50	TALLER SAN JOSE	Rental - Facility (Short-term)	SP		2/6/2013
13-P0025957	1,260.00	TRINITY CRISTO REY LUTHERAN	Rental - Facility (Short-term)	SP		2/6/2013
13-P0025958	23,983.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP		2/7/2013
13-P0025959	44,000.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP		2/7/2013
13-P0025960	37,500.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP		2/7/2013
13-P0025961	1,975.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		2/7/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025962	7,986.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		2/7/2013
13-P0025963	287.50	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		2/7/2013
13-P0025964	2,610.49	DAY LITE MAINTENANCE CO INC	Contracted Repair Services	SP		2/7/2013
13-P0025965	2,598.83	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		2/7/2013
13-P0025966	50.00	BREA CHAMBER OF COMMERCE	Conference Expenses			2/7/2013
13-P0025967	91.92	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/8/2013
13-P0025968	65.19	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		2/8/2013
13-P0025969	328.17	MIDWEST LIBRARY SVC	Library Books			2/8/2013
13-P0025970	158.66	WELLS FARGO BANK	Food and Food Service Supplies			2/8/2013
13-P0025971	904.80	FAIR PLAY SCORE BOARDS	Equip/Software - >\$200 <\$1,000			2/8/2013
13-P0025972	764.64	MARCO OCHOA	Instructional Supplies	SP		2/8/2013
13-P0025973	60.36	ACS DIVCHED EXAMINATIONS INSTITUTE	Books, Mags & Ref Mat, Non-Lib	SP		2/8/2013
13-P0025974	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/8/2013
13-P0025975	1,018.00	SMART & FINAL	Food and Food Service Supplies	SP		2/8/2013
13-P0025976	13,975.00	DON BOOKSTORE	Books Paid for Students	SP		2/8/2013
13-P0025977	103.68	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/8/2013
13-P0025978	402.60	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		2/8/2013
13-P0025980	2,049.84	EBERHARD EQUIPMENT	Contracted Repair Services			2/8/2013
13-P0025981	97.20	WE DO GRAPHICS INC	Reproduction/Printing Expenses			2/11/2013
13-P0025982	1,200.00	THE NATL HEP/CAMP ASSOCIATION	Inst Dues & Memberships	SP		2/11/2013
13-P0025983	100.00	CITY OF ORANGE	Public Agencies' Assess & Fees			2/11/2013
13-P0025984	85,250.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	2/11/2013
13-P0025985	895.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			2/11/2013
13-P0025986	615.25	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib	SP		2/11/2013
13-P0025987	2,779.23	HANNEMAN TIM	Contracted Services	SP		2/11/2013
13-P0025988	2,500.00	RODRIGUEZ ENGINEERING	Buildings - Engineering Costs	SP	BOND	2/11/2013
13-P0025989	268,000.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	2/11/2013
13-P0025990	186.80	ACADEMY ELECTRIC INC	Contracted Repair Services	SP		2/11/2013
13-P0025991	9,731.48	SO CAL LAND MAINTENANCE INC	Site Improv - Contracted Svcs	SP		2/12/2013
* 13-P0025992	166.16	HITT MARKING DEVICES	Non-Instructional Supplies	SP		2/12/2013
13-P0025993	645.00	LUX BUS AMERICA	Transportation - Student	SP		2/12/2013
13-P0025994	322.69	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		2/12/2013
13-P0025995	6,018.00	CLASSIC PARTY RENTALS	Rental-Equipment (Short-term)	SP		2/12/2013
13-P0025996	100.00	SOUTHERN CALIFORNIA TRAINING OFFICERS ASSOC	Inst Dues & Memberships			2/12/2013
13-P0025997	25.00	AMERICAN EXPRESS	Conference Expenses			2/12/2013

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025998	437.80	WELLS FARGO BANK	Conference Expenses			2/12/2013
13-P0025999	87.01	FOUNDATION FOR CRITICAL	Library Books			2/12/2013
13-P0026000	326.31	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/12/2013
13-P0026001	56.70	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		2/12/2013
13-P0026002	500.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		2/12/2013
13-P0026003	500.00	CARE-A-LOT PET SUPPLY	Instructional Supplies	SP		2/12/2013
13-P0026004	446.59	PALMER AARON	Contracted Repair Services			2/13/2013
13-P0026005	550.00	A MEETING COMPANY	Conference Expenses	SP		2/13/2013
13-P0026006	1,200.00	A MEETING COMPANY	Other Participant Travel Exp	SP		2/13/2013
13-P0026007	999.32	WESTMONT HOSPITALITY GROUP	Other Participant Travel Exp	SP		2/13/2013
13-P0026008	499.66	WESTMONT HOSPITALITY GROUP	Conference Expenses	SP		2/13/2013
13-P0026009	1,940.00	APTAC INC	Food and Food Service Supplies	SP		2/13/2013
13-P0026010	340.61	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Federal Progs >200	SP		2/13/2013
13-P0026011	193.31	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/13/2013
13-P0026012	792.00	SIMON B. HOFFMAN	Conference Expenses	SP		2/13/2013
13-P0026014	5,118.00	ATI ASSESSMENT TECHNOLOGIES	Books Paid for Students	SP		2/13/2013
13-P0026015	2,000.00	AMMEX	Non-Instructional Supplies	SP		2/13/2013
* 13-P0026016	633.00	ELMO USA CORP	Instructional Supplies	SP		2/14/2013
13-P0026017	3,038.52	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		2/14/2013
13-P0026018	1,068.68	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/14/2013
13-P0026019	544.92	APPLE COMPUTER INC	Awards & Incentives	SP		2/14/2013
13-P0026020	1,432.78	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/14/2013
13-P0026021	2,703.00	MANAGEMENT INFORMATION TECH	Software License and Fees	SP		2/14/2013
13-P0026022	300.00	MOUNTAIN MEASUREMENT INC	Books, Mags & Ref Mat, Non-Lib	SP		2/14/2013
13-P0026023	2,700.00	BENTLEY SYSTEMS INC	Software License and Fees	SP		2/14/2013
13-P0026024	775.00	NELSON MELINDA E	Contracted Repair Services			2/14/2013
13-P0026025	143.75	WESTERN POWER SYSTEMS	Contracted Repair Services			2/14/2013
13-P0026026	484.56	CDW GOVERNMENT INC.	Equipment - Federal Progs >200	SP		2/14/2013
* 13-P0026027	860.20	AMERICAN EXPRESS	Conference Expenses	SP		2/14/2013
13-P0026028	2,487.48	LAERDAL MEDICAL CORP	Equipment - Federal Progs >200	SP		2/14/2013
* 13-P0026029	600.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		2/14/2013
13-P0026030	622.05	DELL COMPUTER	Instructional Supplies	SP		2/14/2013
13-P0026031	34,054.72	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/14/2013
13-P0026032	3,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			2/14/2013
13-P0026033	440.00	CSU FULLERTON	Fees Paid for Students	SP		2/14/2013

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

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026034	3,311.49	FISHER SCIENTIFIC	Instructional Supplies	SP		2/14/2013
13-P0026035	674.48	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		2/14/2013
13-P0026036	750.00	GRAINGER	Instructional Supplies	SP		2/14/2013
13-P0026037	3,942.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies	SP		2/14/2013
13-P0026038	487.67	APCO GRAPHICS INC	Contracted Services	SP		2/14/2013
13-P0026039	376.96	IMMEL DESIGN INC	Contracted Services	SP		2/14/2013
13-P0026040	1,058.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			2/14/2013
13-P0026041	1,000.00	1 800 DIAPERS INC	Non-Instructional Supplies	SP		2/14/2013
13-P0026042	13,527.00	DE LA TORRE COMMERCIAL	Site Improv - Demolition Costs	SP	BOND	2/14/2013
13-P0026043	1,103.51	MICROSOFT CORP	Equipment - All Other > \$1,000			2/14/2013
13-P0026044	2,379.18	XPEDX PAPER CO	Non-Instructional Supplies			2/14/2013
13-P0026045	1,103.51	MICROSOFT CORP	Equipment - All Other > \$1,000			2/14/2013
13-P0026046	301.48	B & H PHOTO VIDEO INC	Instructional Supplies	SP		2/14/2013
13-P0026047	593.87	B & H PHOTO VIDEO INC	Instructional Supplies	SP		2/14/2013
13-P0026048	4,282.94	TANDUS US LLC	Contracted Services	SP		2/14/2013
13-P0026049	10,738.60	SIGNATURE FLOORING INC	Contracted Services	SP		2/14/2013
13-P0026050	1,446.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	2/14/2013
13-P0026051	2,585.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		2/14/2013
13-P0026052	13,500.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	2/14/2013
13-P0026053	6,560.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			2/14/2013
13-P0026055	6,149.00	SO CAL SWEEPING	Maint/Oper Service Agreements	SP		2/14/2013
* 13-P0026056	10,800.00	RP GROUP	Contracted Services	SP		2/14/2013
13-P0026057	450.00	STATE OF CALIF	Contracted Services			2/14/2013
13-P0026058	4,459.00	TRL SYSTEMS INC	Contracted Repair Services			2/14/2013
13-P0026059	1,080.00	RSCCD	Other Exp Paid for Students	SP		2/14/2013
* 13-P0026060	376.32	PALMETTO HOSPITALITY OF WEST SACRAM	Conference Expenses	SP		2/19/2013
13-P0026061	59.72	ANAHEIM BAND INSTRUMENTS INC	Contracted Repair Services			2/19/2013
* 13-P0026062	60.00	TAB PRODUCTS CO	Contracted Services	SP		2/19/2013
13-P0026063	1,099.33	DSV AIR & SEA INC	Conference Expenses	SP		2/19/2013
13-P0026064	40.93	TOMARK SPORTS INC	Instructional Supplies	SP		2/19/2013
13-P0026065	783.00	TOMARK SPORTS INC	Instructional Supplies	SP		2/19/2013
13-P0026066	146.88	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		2/19/2013
13-P0026067	806.87	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/19/2013
13-P0026068	1,263.87	GEMINI COMPUTERS INC	Non-Instructional Supplies			2/19/2013
13-P0026069	975.00	CALIFORNIA COMMUNITY COLLEGES CALWORKS ASSO	Conference Expenses	SP		2/19/2013

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

5.19 (10)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026070	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			2/19/2013
13-P0026071	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/19/2013
13-P0026072	600.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/19/2013
13-P0026073	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/19/2013
13-P0026074	3,551.18	JW PEPPER & SON INC.	Instructional Supplies	SP		2/19/2013
13-P0026075	311.38	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/19/2013
13-P0026076	1,572.48	XEROX CORP	Instructional Supplies	SP		2/19/2013
13-P0026077	375.00	LYNDA COM INC	Software License and Fees			2/19/2013
13-P0026078	3,409.79	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/19/2013
13-P0026079	327.87	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		2/19/2013
13-P0026080	921.65	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			2/19/2013
13-P0026081	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/20/2013
13-P0026082	1,043.20	AMERICAN EXPRESS	Other Participant Travel Exp	SP		2/20/2013
13-P0026083	260.80	AMERICAN EXPRESS	Conference Expenses	SP		2/20/2013
13-P0026084	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/20/2013
13-P0026085	104.28	SCANTRON CORP	Non-Instructional Supplies	SP		2/20/2013
13-P0026086	350.00	SMART & FINAL	Food and Food Service Supplies	SP		2/20/2013
13-P0026087	385.80	CHAMORRO GUSTAVO	Conference Expenses	SP		2/20/2013
13-P0026088	1,220.00	DON BOOKSTORE	Non-Instructional Supplies	SP		2/20/2013
13-P0026089	985.91	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		2/20/2013
13-P0026090	6,814.80	SPICERS PAPER CO	Instructional Supplies	SP		2/21/2013
13-P0026091	422.88	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			2/21/2013
13-P0026092	663.00	TROXELL COMM INC	Contracted Services			2/21/2013
13-P0026093	3,120.25	DELHI CENTER	Rental - Facility (Short-term)	SP		2/21/2013
13-P0026094	7,500.00	UNICON INC	Contracted Services			2/21/2013
13-P0026095	14,000.00	TYR INC	Equipment - Other Contract Svc	SP		2/21/2013
13-P0026096	4,590.00	S & S INTERIORS INC	Site Improv - Contracted Svcs	SP	BOND	2/21/2013
13-P0026097	5,504.06	ACADEMY ELECTRIC INC	Contracted Repair Services			2/21/2013
13-P0026098	968.68	HARTE HANKS SHOPPERS PENNYSAVER	Advertising	SP		2/22/2013
13-P0026099	1,336.00	THOMAS M. POYER ENTERPRISES, INC	Instructional Supplies	SP		2/22/2013
13-P0026100	56.95	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		2/22/2013
13-P0026101	231.05	AMAZON COM	Equip/Software - >\$200 <\$1,000	SP		2/22/2013
13-P0026102	560.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			2/22/2013
13-P0026103	106.56	CDW GOVERNMENT INC.	Instructional Supplies	SP		2/22/2013
13-P0026104	75.06	TROXELL COMM INC	Repair & Replacement Parts			2/22/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026105	81.19	OXFORD UNIV PRESS	Instructional Supplies	SP		2/22/2013
* 13-P0026106	1,145.00	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000	SP		2/22/2013
13-P0026107	1,811.16	XEROX CORP	Instructional Supplies	SP		2/22/2013
13-P0026108	1,000.00	EARL MITCHELL	Conference Expenses	SP		2/22/2013
13-P0026109	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Conference Expenses	SP		2/22/2013
13-P0026110	431.30	CHAMORRO GUSTAVO	Conference Expenses	SP		2/22/2013
13-P0026111	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/22/2013
13-P0026112	446.20	DATAPRINT CORP	Instructional Supplies	SP		2/22/2013
13-P0026113	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		2/22/2013
13-P0026114	1,222.96	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/22/2013
13-P0026115	253.28	COMPUTER COMFORTS	Non-Instructional Supplies			2/22/2013
13-P0026116	334.59	AMAZON COM	Instructional Supplies	SP		2/22/2013
13-P0026117	318.79	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		2/22/2013
13-P0026118	1,178.76	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		2/22/2013
13-P0026119	186,969.60	ELLISON TECHNOLOGIES	Equipment - Federal Progs >200	SP		2/22/2013
13-P0026120	254.37	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		2/22/2013
13-P0026121	195.00	CPP CONSULTING PSYCHOLOGISTS PRESS	Software License and Fees	SP		2/22/2013
13-P0026122	1,857.80	MULTIWAVE TECH CORP	Instructional Supplies	SP		2/22/2013
13-P0139286	25,000.00	OCLC ONLINE COMPUTER LIBRARY CO	Software Support Service	SP		1/28/2013
13-P0139287	31,237.50	2000 CHAPMAN INC.	Buildings - Facility Lease	SP		2/6/2013
13-P0139288	203,173.00	ORANGE COUNTY DEPT OF ED	Contracted Services	SP		2/11/2013
13-P0139289	91,934.00	MOMS ORANGE COUNTY	Contracted Services	SP		2/11/2013
13-P0139290	29,800.00	THE GREAT AMERICAN	Food and Food Service Supplies	SP		2/13/2013
13-P0139291	30,706.20	EMC CORP	Software Support Service-Fixed			2/13/2013

Grand Total: \$ 2,104,611.26

5.19 (12)

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

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JANUARY 20, 2013 THROUGH FEBRUARY 23, 2013
BOARD MEETING OF MARCH 11, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025748	\$105,000.00	Geotechnical materials testing and special inspection services for the Perimeter Site Improvement project at Santa Ana College	DO-Facility Planning	Board approved: January 14, 2013
13-P0025749	\$105,000.00	Geotechnical materials testing and special inspection services for the Dunlap Hall Elevator Addition and Handrail Replacement project at Santa Ana College	DO-Facility Planning	Board approved: January 14, 2013
13-P0025768	\$25,000.00	Independent contractor to provide professional and technical assistance to the existing Early Head Start (EHS) program	DO-Child Development Services	Board approved: January 14, 2013
13-P0025771	\$63,437.81	Dell Compellent storage system, related software and licenses	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
13-P0025776	\$16,669.80	Surveying equipment and safety vests	SAC-Business Division	Received Quotations: 1) *Lewis & Lewis Enterprises 2) Grainger 3) Stakemill Measuring Systems *Successful Bidder
13-P0025886	\$39,154.38	Dell Compellent storage system, related software and licenses	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JANUARY 20, 2013 THROUGH FEBRUARY 23, 2013
BOARD MEETING OF MARCH 11, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025958	\$23,983.00	Construction management services related to the Boiler Replacement project at Santa Ana College	DO-Facility Planning	Board approved: October 22, 2012
13-P0025959	\$44,000.00	Architectural and engineering services related to the Santa Ana College Buildings A, F, & R Boiler Replacement project	DO-Facility Planning	Board approved: January 14, 2013
13-P0025960	\$37,500.00	Architectural and engineering services related to the Santiago Canyon College Building D Boiler Replacement project	DO-Facility Planning	Board approved: January 14, 2013
13-P0025984	\$85,250.00	Construction management services related to the Planetarium "Exterior Enhancement/Restrooms" project at Santa Ana College	DO-Facility Planning	Board approved: October 22, 2012
13-P0025989	\$268,000.00	Construction management services related to the Dunlap Hall "Elevator Addition/Guardrail Replacement project at Santa Ana College	DO-Facility Planning	Board approved: October 22, 2012
13-P0026031	\$34,054.72	Dell computers	CEC	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
13-P0026119	\$186,969.60	DMU 50 Universal DMG 5-Axis Milling Machine	SAC- Manufacturing Tech	Bid #1204 Board approved: February 4 & 19, 2013

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JANUARY 20, 2013 THROUGH FEBRUARY 23, 2013
BOARD MEETING OF MARCH 11, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0139286	\$25,000.00	Implementation fee for SAC Library Integrated Library Systems (ILS) including related configuration, training and data migration services	SAC-Library	Received Quotations: 1) *Online Computer Library 2) Auto-Graphics, Inc. 3) ByWater Solutions 4) Ex Libris Group 5) Innovative Interfaces, Inc. 6) SirsiDynix *Successful Bidder
13-P0139287	\$31,237.50	Continuation of lease of property located at 1937 W. Chapman Ave, Orange CA 92868 for Orange Education Center	DO-Facility Planning	Board approved: January 14, 2013
13-P0139288	\$203,173.00	Grant sub-agreement for Career Tech Education (CTE) Pathways Initiative -WIP IV Workforce Innovative project	DMC	Board approved: March 12, 2012
13-P0139289	\$91,934.00	Sub-contract agreement regarding Early Head Start (EHS) partnership grant #09CH909102	DO-Child Development Services	Board approved: January 14, 2013
13-P0139290	\$29,800.00	Meals and related supplies including deliveries for Orange Education Center - Child Development Center located at 1937 W. Chapman Ave, Orange CA 92868	DO-Child Development Services	Board approved: February 4, 2013
13-P0139291	\$30,706.20	Avamar software maintenance	DO-ITS	Extended software maintenance contract to run concurrently with the fiscal year.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: March 11, 2013
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. Basic Skills Initiative (SAC & SCC) – <i>Adjustment</i> First Principal (P1) apportionment adjustment to funds from the California Community College Chancellor’s Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (12/13). <i>No match required.</i></p> <p style="margin-left: 40px;">Santa Ana College -\$13,458 Santiago Canyon College -\$28,436</p>	02/20/2013	-\$41,894
<p>2. Board Financial Assistance Program (BFAP) (SCC) - <i>Augmentation</i> Annual allocation from the California Community Colleges Chancellor’s Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (12/13). <i>No match required.</i></p>	07/01/2012	\$6,672
<p>3. Disabled Students Programs & Services (DSPS) (SAC & SCC) Annual allocation from the California Community Colleges Chancellor’s Office to provide services for disabled students. (12/13).</p> <p style="margin-left: 40px;">Santa Ana College \$973,058 Santiago Canyon College \$359,204</p>	01/08/2013	\$1,332,262

SAC’s match is \$528,539 that consists of DSPS staff salary and benefits.

SCC’s match is \$413,409 that consists of DSPS staff salary and benefits.

Fiscal Impact: \$1,309,821	Board Date: March 11, 2013
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
4. Equal Employment Opportunity (EEO) – Diversity Allocation Funds (District) Funds from the California Community Colleges Chancellor’s Office for the Human Resource Department to broadly disseminate information about job openings. (12/13). <i>No match required.</i>	07/01/2012	\$12,781

RECOMMENDATION

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

Fiscal Impact: \$1,309,821	Board Date: March 11, 2013
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (Credit)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$199,567
 Adjustment (P1): -\$5,383
FY 12/13 Total \$194,184

PRJ. ADMIN. Linda Rose
 PRJ. DIR. Mary Huebsch
 Date: 3/1/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2082-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		12,136		12,136		
12-2082-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	12,136		12,136			
	2082 - BSI 13-Prog/Curr Plan & Dev	12,136	12,136	12,136	12,136	0	0
12-2083-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		3,586		3,586		
12-2083-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	3,586		3,586			
	2083 - BSI 13-Student Assessment	3,586	3,586	3,586	3,586	0	0
12-2084-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		9,492		9,492		
12-2084-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	9,492		9,492			
	2084 - BSI 13-Advisement/Counseling	9,492	9,492	9,492	9,492	0	0
12-2085-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		67,381		67,381		
12-2085-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	67,381		67,381			
	2085 - BSI 13-Suppl Instr & Tutoring	67,381	67,381	67,381	67,381	0	0
12-2086-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		4,000		4,000		
12-2086-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	4,000		4,000			
	2086 - BSI 13-Articulation	4,000	4,000	4,000	4,000	0	0
12-2087-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		0		0		
12-2087-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	0		0			
	2087 - BSI 13-Instr Materials/Equipment	0	0	0	0	0	0
12-2088-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		102,972		97,589	5,383	
12-2088-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off <i>Coordination @ \$70,736; Research @ \$7,994; Professional Development @ \$18,859</i>	102,972		97,589			5,383
	2088 - BSI 13-Coord/Research/Staff Dvlp	102,972	102,972	97,589	97,589	5,383	5,383
	TOTAL - Basic Skills Initiative -12/13 (SAC)	199,567	199,567	194,184	194,184	5,383	5,383

6.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTA ANA COLLEGE (non-credit)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$299,350
 Adjustment (P1): -\$8,075
FY 12/13 Total \$291,275

PRJ. ADMIN. James Kennedy
 PRJ. DIR. Sergio Sotelo
 Date: 03/01/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2082-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		62,215		62,215		
12-2082-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	62,215		62,215			
	2082 - BSI 13-Prog/Curr Plan & Dev	62,215	62,215	62,215	62,215	0	0
12-2083-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		2,160		2,160		
12-2083-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	2,160		2,160			
	2083 - BSI 13-Student Assessment	2,160	2,160	2,160	2,160	0	0
12-2084-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		76,414		76,414		
12-2084-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	76,414		76,414			
	2084 - BSI 13-Advisement/Counseling	76,414	76,414	76,414	76,414	0	0
12-2085-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		47,056		47,056		
12-2085-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	47,056		47,056			
	2085 - BSI 13-Suppl Instr & Tutoring	47,056	47,056	47,056	47,056	0	0
12-2086-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		38,072		38,072		
12-2086-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	38,072		38,072			
	2086 - BSI 13-Articulation	38,072	38,072	38,072	38,072	0	0
12-2087-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		23,778		23,778		
12-2087-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	23,778		23,778			
	2087 - BSI 13-Instr Materials/Equipment	23,778	23,778	23,778	23,778	0	0
12-2088-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		49,655		41,580	8,075	
12-2088-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In <i>Coordination @ \$41,580; Research -0-; Prof. Dvlp. -0-</i>	49,655		41,580			8,075
	2088 - BSI 13-Coord/Research/Staff Dvlp	49,655	49,655	41,580	41,580	8,075	8,075
	TOTAL - Basic Skills Initiative -12/13 (CEC)	299,350	299,350	291,275	291,275	8,075	8,075

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2082, 2083, 2084, 2085, 2086, 2087, 2088
NAME: BASIC SKILLS INITIATIVE 12/13 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/2012 - 6/30/2015
 CONTRACT INCOME: \$184,758
 Adjustment (P1): -\$28,436
FY 12/13 Total \$156,322

PRJ. ADMIN. Aracely Mora
 PRJ. DIR. n/a
 Date: 03/01/2013

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2082-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		109,758		91,322	18,436	
12-2082-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	109,758		91,322			18,436
	2082 - BSI 13-Prog/Curr Plan & Dev	109,758	109,758	91,322	91,322	18,436	18,436
12-2083-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		4,000		4,000		
12-2083-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	4,000		4,000			
	2083 - BSI 13-Student Assessment	4,000	4,000	4,000	4,000	0	0
12-2084-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		20,000		20,000		
12-2084-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	20,000		20,000			
	2084 - BSI 13-Advisement/Counseling	20,000	20,000	20,000	20,000	0	0
12-2085-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		46,000		36,000	10,000	
12-2085-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	46,000		36,000			10,000
	2085 - BSI 13-Suppl Instr & Tutoring	46,000	46,000	36,000	36,000	10,000	10,000
12-2086-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		0		0		
12-2086-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	0		0			
	2086 - BSI 13-Articulation	0	0	0	0	0	0
12-2087-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		5,000		5,000		
12-2087-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	5,000		5,000			
	2087 - BSI 13-Instr Materials/Equipment	5,000	5,000	5,000	5,000	0	0
12-2088-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		0		0		
12-2088-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	0		0			
	2088 - BSI 13-Coord/Research/Staff Dvlp	0	0	0	0	0	0
	TOTAL - Basic Skills Initiative -12/13 (SCC)	184,758	184,758	156,322	156,322	28,436	28,436

(S) 1:9

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 06/30/13

PROJ. ADM. John Hernandez

CONTRACT INCOME: \$281,146 - Advance Allocation
\$ 6,672 - Augmentation P1 Allocation
 \$287,818 - Total P1 Allocation

PROJ. DIR. Syed Rizvi

Rev. Date: 2/28/13

CFDA #: NA

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-20000-8629	Other Gen Categorical Apport		281,146		287,818		6,672
12-2550-646000-29500-2130	Classified Employees - Elizabeth Bergara (100%) - Andrea Garcia (72%) - Jitesh Prajapati (88%)	133,168		131,927			1,241
12-2550-646000-29500-2320	Classified Employees - Hourly - Karla Lopez Domingo - Baltimore Padron III	31,053		33,924		2,871	
12-2550-646000-29500-2350	Overtime - Classified Employee	-		2,675		2,675	
12-2550-646000-29500-3215	PERS - Non-Instructional	15,204		14,984			220
12-2550-646000-29500-3315	OASDHI - Non-Instructional	8,424		8,266			158
12-2550-646000-29500-3325	Medicare - Non-Instructional	2,475		2,425			50
12-2550-646000-29500-3335	PARS - Non-Instructional	453		441			12
12-2550-646000-29500-3415	H & W - Non-Instructional	41,749		40,774			975
12-2550-646000-29500-3435	H & W - Retiree Fund Non-Inst	1,717		1,720		3	
12-2550-646000-29500-3515	SUI - Non-Instructional	1,889		1,893		4	
12-2550-646000-29500-3615	WCI - Non-Instructional	4,121		4,129		8	
12-2550-646000-29500-3915	Other Benefits - Non-Instruct	3,672		3,524			148
12-2550-646000-29500-4610	Non-Instructional Supplies	335		1,207		872	
12-2550-646000-29500-4710	Food and Food Service Supplies	2,502		2,502		-	-
12-2550-646000-29500-5100	Contracted Services	3,800		5,800		2,000	
12-2550-646000-29500-5220	Mileage/Parking Expenses	991		991		-	-
12-2550-646000-29500-5630	Maint Contract - Office Equip	574		574		-	-
12-2550-646000-29500-5845	Excess/Copies Usage	107		106			1
12-2550-646000-29500-5940	Reproduction/Printing Expenses	-		525		525	
12-2550-646000-29500-6415	Equipment - Technology >\$1,000	-		999		999	
12-2550-647000-29340-2310	Classified Empl - Ongoing - Loretta Campbell	17,019		17,019		-	-

(9) T. (6)

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 06/30/13

PROJ. ADM. John Hernandez

CONTRACT INCOME: \$281,146 - Advance Allocation
\$ 6,672 - Augmentation P1 Allocation
 \$287,818 - Total P1 Allocation

PROJ. DIR. Syed Rizvi

Rev. Date: 2/28/13

CFDA #: NA

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-647000-29340-3215	PERS - Non-Instructional	1,943		1,943		-	-
12-2550-647000-29340-3315	OASDHI - Non-Instructional	1,055		1,055		-	-
12-2550-647000-29340-3325	Medicare - Non-Instructional	247		247		-	-
12-2550-647000-29340-3435	H & W - Retiree Fund Non-Inst	170		170		-	-
12-2550-647000-29340-3515	SUI - Non-Instructional	187		187		-	-
12-2550-647000-29340-3615	WCI - Non-Instructional	408		408		-	-
12-2550-675000-29500-5210	Conference Expenses	7,883		7,403			480
Total Project 2550 Student Fin Aid Admin - BFAP		281,146	-	287,818	-	9,957	9,957

6.1 (7)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19521-1210	Academic Management : DSPS Office - Elyse Chaplin (50%)	49,199		48,591			608
11-2230-642000-19521-3115	STRS - Non-Instructional : DSPS Office	4,156		4,056			100
11-2230-642000-19521-3325	Medicare - Non-Instructional : DSPS Office	730		710			20
11-2230-642000-19521-3415	H & W - Non-Instructional : DSPS Office	5,100		4,979			121
11-2230-642000-19521-3435	H & W - Retiree Fund Non-Inst : DSPS Office	504		492			12
11-2230-642000-19521-3515	SUI - Non-Instructional : DSPS Office	554		541			13
11-2230-642000-19521-3615	WCI - Non-Instructional : DSPS Office	1,209		1,180			29
11-2230-642000-19521-3915	Other Benefits - Non-Instruct : DSPS Office	1,175		1,175			-
Total Department 19521 DSPS Office		62,627	-	61,724	-		
11-2230-642000-19523-2130	Classified Employees : Deaf & Hard of Hearing - Ruth Rodriguez (81.5%) 12 months approved 2/4/13	78,165		72,801			5,364
11-2230-642000-19523-2320	Classified Employees - Hourly : Deaf & Hard o	828		135			693
11-2230-642000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hea	8,989		8,327			662
11-2230-642000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of H	4,941		4,569			372
11-2230-642000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of	1,161		1,069			92
11-2230-642000-19523-3415	H & W - Non-Instructional : Deaf & Hard of He	15,563		15,685		122	
11-2230-642000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard o	801		736			65
11-2230-642000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hear	881		810			71
11-2230-642000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hear	1,922		1,767			155
11-2230-642000-19523-3915	Other Benefits - Non-Instruct : Deaf & Hard o	1,080		676			404
Total Department 19523 Deaf & Hard of Hearing		114,331	-	106,575	-		
11-2230-493031-19524-1110	Contract Instructors : High Tech Center DSPS - Don Dutton (80%)	74,743		74,743		-	
11-2230-493031-19524-3111	STRS - Instructional : High Tech Center DSPS	6,249		6,249		-	
11-2230-493031-19524-3411	H & W - Instructional : High Tech Center DSPS	15,557		15,546			11
11-2230-493031-19524-3431	H & W - Retiree Fund Inst : High Tech Center	757		757		-	

(8) 1.9

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-493031-19524-3511	SUI - Instructional : High Tech Center DSPS	833		833		-	
11-2230-493031-19524-3611	WCI - Instructional : High Tech Center DSPS	1,818		1,818		-	
11-2230-493031-19524-3911	Other Benefits - Instructional : High Tech Ce	1,000		1,000		-	
Total Department 19524 High Tech Center DSPS		100,957	-	100,946	-		
11-2230-493031-19525-1110	Contract Instructors : Learning Disabled - Louise Janus (50%)	38,129		38,129		-	-
11-2230-493031-19525-1310	Part-Time Instructors : Learning Disabled - Kathleen Dumain (Fall)	-		9,667		9,667	
11-2230-493031-19525-1315	Int/Sum-Instructors,Part-Time : Learning Disa - Kathleen Dumain	4,648		4,648		-	
11-2230-493031-19525-3111	STRS - Instructional : Learning Disabled	3,581		4,378		797	
11-2230-493031-19525-3321	Medicare - Instructional : Learning Disabled	629		770		141	
11-2230-493031-19525-3411	H & W - Instructional : Learning Disabled	5,472		5,452			20
11-2230-493031-19525-3431	H & W - Retiree Fund Inst : Learning Disabled	434		531		97	
11-2230-493031-19525-3511	SUI - Instructional : Learning Disabled	477		584		107	
11-2230-493031-19525-3611	WCI - Instructional : Learning Disabled	1,042		1,274		232	
11-2230-493031-19525-3911	Other Benefits - Instructional : Learning Dis	625		625		-	-
11-2230-642000-19525-1484	Int/Sum Beynd Contr-Reassigned : Learning Dis - Louis Janus	265		264			1
11-2230-642000-19525-3115	STRS - Non-Instructional : Learning Disabled	22		22		-	-
11-2230-642000-19525-3325	Medicare - Non-Instructional : Learning Disab	4		4		-	-
11-2230-642000-19525-3435	H & W - Retiree Fund Non-Inst : Learning Disa	3		3		-	-
11-2230-642000-19525-3515	SUI - Non-Instructional : Learning Disabled	3		3		-	-
11-2230-642000-19525-3615	WCI - Non-Instructional : Learning Disabled	6		6		-	-
Total Department 19525 Learning Disabled		55,340	-	66,360	-		
11-2230-642000-19526-1250	Contract Coordinator : Physically Disabled - Maria Aguilar (70% from 2A-8A)(54% from 9a-11a)	53,612		51,521			2,091

6.1 (9)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13

CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist

PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-642000-19526-2130	Classified Employees : Physically Disabled <i>- Amy Treats (100%)</i>	49,235		49,235		-	-
11-2230-642000-19526-3115	STRS - Non-Instructional : Physically Disable	4,495		4,318			177
11-2230-642000-19526-3215	PERS - Non-Instructional : Physically Disable	5,621		5,621		-	-
11-2230-642000-19526-3315	OASDHI - Non-Instructional : Physically Disab	3,136		3,092			44
11-2230-642000-19526-3325	Medicare - Non-Instructional : Physically Dis	1,524		1,481			43
11-2230-642000-19526-3415	H & W - Non-Instructional : Physically Disabl	27,299		26,362			937
11-2230-642000-19526-3435	H & W - Retiree Fund Non-Inst : Physically Di	1,051		1,029			22
11-2230-642000-19526-3515	SUI - Non-Instructional : Physically Disabled	1,156		1,132			24
11-2230-642000-19526-3615	WCI - Non-Instructional : Physically Disabled	2,522		2,470			52
11-2230-642000-19526-3915	Other Benefits - Non-Instruct : Physically Di	2,225		2,165			60
Total Department 19526 Physically Disabled		151,876	-	148,426	-		
11-2230-493031-19527-1110	Contract Instructors : Speech/Acquired Brain <i>- Renee Miller (40%)</i>	37,437		38,407		970	
11-2230-493031-19527-3111	STRS - Instructional : Speech/Acquired Brain	3,130		3,210		80	
11-2230-493031-19527-3321	Medicare - Instructional : Speech/Acquired Br	550		560		10	
11-2230-493031-19527-3411	H & W - Instructional : Speech/Acquired Brain	85		80			5
11-2230-493031-19527-3431	H & W - Retiree Fund Inst : Speech/Acquired B	379		389		10	
11-2230-493031-19527-3511	SUI - Instructional : Speech/Acquired Brain I	417		428		11	
11-2230-493031-19527-3611	WCI - Instructional : Speech/Acquired Brain I	910		934		24	
11-2230-493031-19527-3911	Other Benefits - Instructional : Speech/Acqui	500		500		-	-
Total Department 19527 Speech/Acquired Brain Injury		43,408	-	44,508	-		
Total Fund 11 General Fund Unrestricted		528,539	-	528,539	-	12,268	12,268

6.1 (10)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-10000-8623	DSPS : Santa Ana College		973,058		973,058	-	
Total Department 10000 Santa Ana College		-	973,058	-	973,058	-	-
12-2230-642000-19521-1210	Academic Management : DSPS Office - Elyse Chaplin (50%)	48,591		48,591			-
12-2230-642000-19521-1430	Part-Time Counselors : DSPS Office - Shellyn Aguirre (Fall \$13,481.64) & Sp. 13)	27,242		18,799			8,443
12-2230-642000-19521-1435	Int/Sum - Counselors, P/T - Shellyn Aguirre (June: 14.25 hrs/wk x 4 wks x \$47.12)	3,581		2,686			895
12-2230-642000-19521-1454	Int/Sum Beyond Contr-Coordinat : DSPS Office - Maria Aguilar (Summer 12: \$762.40) - Maria Aguilar (Sum 13: \$48.12 x 18 hrs/wk x 4 wks)	5,382		4,227			1,155
12-2230-642000-19521-2130	Classified Employees : DSPS Office - Will Thai (100%)	32,055		32,055		-	-
12-2230-642000-19521-2320	Classified Employees - Hourly : DSPS Office	11,029		11,029			-
12-2230-642000-19521-3115	STRS - Non-Instructional : DSPS Office	4,550		4,454			96
12-2230-642000-19521-3215	PERS - Non-Instructional : DSPS Office	3,794		3,755			39
12-2230-642000-19521-3315	OASDHI - Non-Instructional : DSPS Office	2,060		2,059			1
12-2230-642000-19521-3325	Medicare - Non-Instructional : DSPS Office	1,832		1,729			103
12-2230-642000-19521-3335	PARS - Non-Instructional : DSPS Office	494		419			75
12-2230-642000-19521-3415	H & W - Non-Instructional : DSPS Office	12,336		12,337		1	
12-2230-642000-19521-3435	H & W - Retiree Fund Non-Inst : DSPS Office	1,264		1,195			69
12-2230-642000-19521-3515	SUI - Non-Instructional : DSPS Office	1,390		1,314			76
12-2230-642000-19521-3615	WCI - Non-Instructional : DSPS Office	3,033		2,867			166
12-2230-642000-19521-3915	Other Benefits - Non-Instruct : DSPS Office	2,075		2,075		-	-
12-2230-642000-19521-4210	Books, Mags & Ref Mat, Non-Lib : DSPS Office	-		32		32	
12-2230-642000-19521-4310	Instructional Supplies : DSPS Office	900		889			11
12-2230-642000-19521-4710	Food and Food Service Supplies : DSPS Office	800		726			74

(11) 1.9

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19521-5630	Maint Contract - Office Equip : DSPS Office	2,299		2,298			1
12-2230-642000-19521-5845	Excess/Copies Useage : DSPS Office	1,195		1,188			7
12-2230-642000-19521-5940	Reproduction/Printing Expenses : DSPS Office	100		99			1
12-2230-675000-19521-5210	Conference Expenses : DSPS Office	517		517		-	
Total Department 19521 DSPS Office		166,519	-	155,340	-	33	11,212
12-2230-493010-19522-1110	Contract Instructors : DSPS CEC - Mary Smorstok Stephens (50%)	51,738		51,738		-	-
12-2230-493010-19522-3111	STRS - Instructional : DSPS CEC	4,320		4,320		-	-
12-2230-493010-19522-3321	Medicare - Instructional : DSPS CEC	759		760		1	
12-2230-493010-19522-3411	H & W - Instructional : DSPS CEC	11,304		11,296			8
12-2230-493010-19522-3431	H & W - Retiree Fund Inst : DSPS CEC	524		524		-	-
12-2230-493010-19522-3511	SUI - Instructional : DSPS CEC	576		576		-	-
12-2230-493010-19522-3611	WCI - Instructional : DSPS CEC	1,257		1,257		-	-
12-2230-493010-19522-3911	Other Benefits - Instructional : DSPS CEC	625		625		-	-
12-2230-493031-19522-1280	Contract - Reassigned Time : DSPS CEC - Mary Smorstok Stephens - chair stipend	1,296		1,296		-	-
12-2230-493031-19522-3115	STRS - Non-Instructional : DSPS CEC	107		107		-	-
12-2230-493031-19522-3325	Medicare - Non-Instructional : DSPS CEC	19		19		-	-
12-2230-493031-19522-3435	H & W - Retiree Fund Non-Inst : DSPS CEC	13		13		-	-
12-2230-493031-19522-3515	SUI - Non-Instructional : DSPS CEC	14		14		-	-
12-2230-493031-19522-3615	WCI - Non-Instructional : DSPS CEC	31		31		-	-
Total Department 19522 DSPS CEC		72,583	-	72,576	-	1	8
12-2230-642000-19523-1250	Contract Coordinator : Deaf & Hard of Hearing - Monica Collins (45%)	43,735		43,735		-	-
12-2230-642000-19523-1454	Int/Sum Beyond Contr-Coordinat : Deaf & Hard - M. Collins (Sum 12: \$3,164.16) - M. Collins (Sum 13: \$49.93 x 12 hrs/wk x 4 wks)	6,360		5,561			799

6.1 (12)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19523-2320	Classified Employees - Hourly : Deaf & Hard o - Interpreters (Fall 1b-6b costs \$149,448.95) - only \$31,937 available interpreters spring costs	166,499		181,386		14,887	
12-2230-642000-19523-3215	PERS - Non-Instructional : Deaf & Hard of Hea	15,613		16,439		826	
12-2230-642000-19523-3315	OASDHI - Non-Instructional : Deaf & Hard of H	8,478		8,912		434	
12-2230-642000-19523-3325	Medicare - Non-Instructional : Deaf & Hard of	3,149		3,382		233	
12-2230-642000-19523-3335	PARS - Non-Instructional : Deaf & Hard of Hea	1,046		1,131		85	
12-2230-642000-19523-3415	H & W - Non-Instructional : Deaf & Hard of He	6,691		6,336			355
12-2230-642000-19523-3435	H & W - Retiree Fund Non-Inst : Deaf & Hard o	2,172		2,313		141	
12-2230-642000-19523-3515	SUI - Non-Instructional : Deaf & Hard of Hear	2,389		2,544		155	
12-2230-642000-19523-3615	WCI - Non-Instructional : Deaf & Hard of Hear	5,212		5,550		338	
12-2230-642000-19523-3915	Other Benefits - Non-Instruct : Deaf & Hard o	562		563		1	
12-2230-642000-19523-5100	Contracted Services : Deaf & Hard of Hearing	19,900		19,000			900
Total Department 19523 Deaf & Hard of Hearing		281,806	-	296,852	-	17,100	2,054
12-2230-493030-19524-5950	Software License and Fees : High Tech Center	2,800		2,800		-	-
12-2230-642000-19524-1484	Int/Sum Beynd Contr-Reassigned : High Tech Ce - D. Dutton (Sum 12: \$957.77) - D. Dutton (Sum 13: \$46.33 x 6 hrs/wk x 4 wks)	2,440		2,070			370
12-2230-642000-19524-2130	Classified Employees : High Tech Center DSPS - Angela Tran (100%)	61,689		61,689		-	-
12-2230-642000-19524-3115	STRS - Non-Instructional : High Tech Center D	201		171			30
12-2230-642000-19524-3215	PERS - Non-Instructional : High Tech Center D	7,043		7,043		-	-
12-2230-642000-19524-3315	OASDHI - Non-Instructional : High Tech Center	3,912		3,914		2	
12-2230-642000-19524-3325	Medicare - Non-Instructional : High Tech Cent	915		915		-	-
12-2230-642000-19524-3415	H & W - Non-Instructional : High Tech Center	10,880		10,881		1	
12-2230-642000-19524-3435	H & W - Retiree Fund Non-Inst : High Tech Cen	655		651			4
12-2230-642000-19524-3515	SUI - Non-Instructional : High Tech Center DS	720		716			4

6.1 (13)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19524-3615	WCI - Non-Instructional : High Tech Center DS	1,572		1,563			9
12-2230-642000-19524-3915	Other Benefits - Non-Instruct : High Tech Cen	1,350		1,350		-	-
Total Department 19524 High Tech Center DSPS		94,177	-	93,763	-	3	417
12-2230-493031-19525-1110	Contract Instructors : Learning Disabled - Louise Janus (50%)	38,129		38,129			-
12-2230-493031-19525-2410	Inst Assistant - Ongoing : Learning Disabled - reorg (2) 19 hrs/wk ongoing inst.asst. from April - June	8,103		8,103			-
12-2230-493031-19525-2420	Inst Assistant - Hourly : Learning Disabled - J. Zuniga & D. Fregoso (est through 3/10/13) - L. Castillo 40 hrs/wk from 2/5/13 - 4/5/13	29,042		25,708			3,334
12-2230-493031-19525-3111	STRS - Instructional : Learning Disabled	3,197		3,197			-
12-2230-493031-19525-3211	PERS - Instructional : Learning Disabled	2,573		2,302			271
12-2230-493031-19525-3311	OASDHI - Instructional : Learning Disabled	1,397		1,250			147
12-2230-493031-19525-3321	Medicare - Instructional : Learning Disabled	1,101		1,053			48
12-2230-493031-19525-3331	PARS - Instructional : Learning Disabled	190		177			13
12-2230-493031-19525-3411	H & W - Instructional : Learning Disabled	5,457		5,452			5
12-2230-493031-19525-3431	H & W - Retiree Fund Inst : Learning Disabled	759		726			33
12-2230-493031-19525-3511	SUI - Instructional : Learning Disabled	835		798			37
12-2230-493031-19525-3611	WCI - Instructional : Learning Disabled	1,822		1,742			80
12-2230-493031-19525-3911	Other Benefits - Instructional : Learning Dis	625		625		-	-
12-2230-642000-19525-1484	Int/Sum Beynd Contr-Reassigned : Learning Dis - L. Janus (Sum 12: \$220.40) - L. Janus (Sum 13: \$44.52 x 18 hrs/wk x 4 wks)	4,494		3,426			1,068
12-2230-642000-19525-2130	Classified Employees : Learning Disabled - Robert Norris (100%)	58,366		58,366		-	-
12-2230-642000-19525-3115	STRS - Non-Instructional : Learning Disabled	371		283			88
12-2230-642000-19525-3215	PERS - Non-Instructional : Learning Disabled	6,664		6,664		-	-

6.1 (14)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19525-3315	OASDHI - Non-Instructional : Learning Disable	3,702		3,704		2	
12-2230-642000-19525-3325	Medicare - Non-Instructional : Learning Disab	931		916			15
12-2230-642000-19525-3415	H & W - Non-Instructional : Learning Disabled	6,567		6,567		-	-
12-2230-642000-19525-3435	H & W - Retiree Fund Non-Inst : Learning Disa	642		631			11
12-2230-642000-19525-3515	SUI - Non-Instructional : Learning Disabled	706		695			11
12-2230-642000-19525-3615	WCI - Non-Instructional : Learning Disabled	1,541		1,515			26
12-2230-642000-19525-3915	Other Benefits - Non-Instruct : Learning Disa	1,350		1,350		-	-
12-2230-642000-19525-4610	Non-Instructional Supplies : Learning Disable	6,500		4,189			2,311
Total Department 19525 Learning Disabled		185,064	-	177,568	-	2	7,498
12-2230-642000-19526-1250	Contract Coordinator : Physically Disabled - Maria Aguilar (30% from 2a-8a; 46% from 9a-11a)	23,706		27,499		3,793	
12-2230-642000-19526-1454	Int/Sum Beyond Contr-Coordinat : Physically D	953		953		-	-
12-2230-642000-19526-3115	STRS - Non-Instructional : Physically Disable	2,065		2,383		318	
12-2230-642000-19526-3325	Medicare - Non-Instructional : Physically Dis	363		419		56	
12-2230-642000-19526-3415	H & W - Non-Instructional : Physically Disabl	5,822		6,764		942	
12-2230-642000-19526-3435	H & W - Retiree Fund Non-Inst : Physically Di	250		289		39	
12-2230-642000-19526-3515	SUI - Non-Instructional : Physically Disabled	275		318		43	
12-2230-642000-19526-3615	WCI - Non-Instructional : Physically Disabled	601		693		92	
12-2230-642000-19526-3915	Other Benefits - Non-Instruct : Physically Di	375		435		60	
Total Department 19526 Physically Disabled		34,410	-	39,753	-	5,343	-
12-2230-642000-19527-1250	Contract Coordinator : Speech/Acquired Brain - Renee Miller (40%)	39,407		39,407		-	-
12-2230-642000-19527-1454	Int/Sum Beyond Contr-Coordinat : Speech/Acqui - R. Miller (Sum 12: \$1,286.55) - R. Miller (Sum 13: \$48.12 x 6 hrs/wk x 4 wks)	2,826		2,441			385
12-2230-642000-19527-2130	Classified Employees : Speech/Acquired Brain - Ian Krzeminski (100%)	37,368		37,368		-	-

6.1 (15)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SAC

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/01/12 - 6/30/13
 CONTRACT INCOME: \$973,058 (SAC Allocation)

PROJ. ADM. S. Lundquist
 PROJ. DIR. E. Chaplin

Date: 03/01/13

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-19527-3115	STRS - Non-Instructional : Speech/Acquired Br	3,526		3,494			32
12-2230-642000-19527-3215	PERS - Non-Instructional : Speech/Acquired Br	4,266		4,266		-	-
12-2230-642000-19527-3315	OASDHI - Non-Instructional : Speech/Acquired	2,325		2,281			44
12-2230-642000-19527-3325	Medicare - Non-Instructional : Speech/Acquire	1,154		1,149			5
12-2230-642000-19527-3415	H & W - Non-Instructional : Speech/Acquired B	13,799		13,794			5
12-2230-642000-19527-3435	H & W - Retiree Fund Non-Inst : Speech/Acquir	815		811			4
12-2230-642000-19527-3515	SUI - Non-Instructional : Speech/Acquired Bra	896		892			4
12-2230-642000-19527-3615	WCI - Non-Instructional : Speech/Acquired Bra	1,955		1,946			9
12-2230-642000-19527-3915	Other Benefits - Non-Instruct : Speech/Acquir	1,850		1,850		-	-
Total Department 19527 Speech/Acquired Brain Injury		110,187	-	109,699	-	-	488
12-2230-642000-19528-1250	Contract Coordinator : Psychological Disabili - Susana Salgado (20%)	20,035		20,035		-	
12-2230-642000-19528-1464	Int/Sum Beyond Contr-Physician : Psychologica - S. Salgado (Sum 12: \$523.20) - S. Salgado (Sum 13: \$88.08 x 6 hrs/wk x 4 wks)	3,342		2,637			705
12-2230-642000-19528-3115	STRS - Non-Instructional : Psychological Disa	1,949		1,891			58
12-2230-642000-19528-3325	Medicare - Non-Instructional : Psychological	343		333			10
12-2230-642000-19528-3415	H & W - Non-Instructional : Psychological Dis	1,330		1,330		-	
12-2230-642000-19528-3435	H & W - Retiree Fund Non-Inst : Psychological	236		229			7
12-2230-642000-19528-3515	SUI - Non-Instructional : Psychological Disab	260		252			8
12-2230-642000-19528-3615	WCI - Non-Instructional : Psychological Disab	567		550			17
12-2230-642000-19528-3915	Other Benefits - Non-Instruct : Psychological	250		250		-	-
Total Department 19528 Psychological Disabilities		28,312	-	27,507	-	-	805
Total Fund 12 General Fund Restricted		973,058	973,058	973,058	973,058	22,482	22,482

(91) 1.9

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/12 - 06/30/13

CONTRACT INCOME: \$359,204

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

Date: 03/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2230-493031-29400-1110	Contract Instructors : DSP - Lucy Carr-Rollitt (75%) - Mary Mettler (100%) - Laura Wirtz (75%)	221,361		235,595		14,234	
11-2230-493031-29400-3111	STRS - Instructional : DSPS	18,521		19,694		1,173	
11-2230-493031-29400-3321	Medicare - Instructional :	3,158		3,461		303	
11-2230-493031-29400-3411	H & W - Instructional : DSP	54,251		56,379		2,128	
11-2230-493031-29400-3431	H & W - Retiree Fund Inst :	2,246		2,387		141	
11-2230-493031-29400-3511	SUI - Instructional : DSPS	3,616		2,626			990
11-2230-493031-29400-3611	WCI - Instructional : DSPS	5,388		5,729		341	
11-2230-493031-29400-3911	Other Benefits - Instructio	3,125		3,125		-	
Totals for TOPS: 493031	Living Skills, Handicappe	311,666	-	328,996	-	18,320	990
11-2230-642000-29400-2130	Classified Employees : DSPS - Michael Rinaldi (100%)	57,680		58,288		608	
11-2230-642000-29400-3215	PERS - Non-Instructional :	6,301		6,655		354	
11-2230-642000-29400-3315	OASDHI - Non-Instructional	3,657		3,698		41	
11-2230-642000-29400-3325	Medicare - Non-Instructiona	855		865		10	
11-2230-642000-29400-3415	H & W - Non-Instructional :	10,471		10,874		403	
11-2230-642000-29400-3435	H & W - Retiree Fund Non-In	590		596		6	
11-2230-642000-29400-3515	SUI - Non-Instructional : D	951		656			295
11-2230-642000-29400-3615	WCI - Non-Instructional : D	1,417		1,431		14	
11-2230-642000-29400-3915	Other Benefits - Non-Instru	1,350		1,350		-	
Totals for TOPS: 642000	Disabled Students Progs &	83,272	-	84,413	-	1,436	295
Totals for FUND: 11	General Fund Unrestricted (Match)	394,938		413,409		19,756	1,285

6.1 (17)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/12 - 06/30/13

CONTRACT INCOME: \$359,204

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

Date: 03/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-20000-8623	DSPS : Santiago Canyon Coll		364,382		359,204	5,178	
12-2230-493031-29400-1110	Contract Instructors : DSP - Lucy Carr-Rollitt (25%) - Laura Wirtz (25%)	43,312		45,567		2,255	
12-2230-493031-29400-2410	Inst Assistant - Ongoing : - Trudy Long (\$16.53/hr)	10,575		10,575		-	
12-2230-493031-29400-2420	Inst Assistant - Hourly : D	1,310		-			1,310
12-2230-493031-29400-3111	STRS - Instructional : DSPS	3,623		3,811		188	
12-2230-493031-29400-3211	PERS - Instructional : DSPS	1,090		1,207		117	
12-2230-493031-29400-3311	OASDHI - Instructional : DS	620		656		36	
12-2230-493031-29400-3321	Medicare - Instructional :	790		823		33	
12-2230-493031-29400-3331	PARS - Instructional : DSPS	17		-			17
12-2230-493031-29400-3411	H & W - Instructional : DSP	10,866		11,273		407	
12-2230-493031-29400-3431	H & W - Retiree Fund Inst :	545		568		23	
12-2230-493031-29400-3511	SUI - Instructional : DSPS	877		624			253
12-2230-493031-29400-3611	WCI - Instructional : DSPS	1,308		1,362		54	
12-2230-493031-29400-3911	Other Benefits - Instructio	625		625		-	-
12-2230-493031-29400-1483	Beyond Contr - Reassigned T	12,321		12,323		2	
12-2230-493031-29400-1484	Int/Sum Beynd Contr-Reassign	25,434		25,434		-	-
12-2230-493031-29400-3115	STRS - Non-Instructional :	3,115		3,115		-	-
12-2230-493031-29400-3325	Medicare - Non-Instructiona	547		547		-	-
12-2230-493031-29400-3435	H & W - Retiree Fund Non-In	377		378		1	
12-2230-493031-29400-3515	SUI - Non-Instructional : D	608		415			193
12-2230-493031-29400-3615	WCI - Non-Instructional : D	906		906		-	-

6.1 (18)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/12 - 06/30/13

CONTRACT INCOME: \$359,204

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

Date: 03/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-29400-4210	Books, Mags & Ref Mat, Non-	399		1,000		601	
12-2230-493031-29400-4310	Instructional Supplies : DS	3,000		2,000			1,000
12-2230-493031-29400-5940	Reproduction/Printing Expen	436		750		314	
12-2230-493031-29400-5950	Software License and Fees :	3,000		10,000		7,000	
12-2230-493031-29400-6414	Equipment - Software > \$1,0	1,000		6,000		5,000	
12-2230-493031-29400-6419	Equip/Software - >\$200 <\$1,	1,000		3,000		2,000	
Totals for TOPS: 493031	Living Skills, Handicappe	127,701		142,959	-		
12-2230-642000-29400-1250	Contract Coordinator : DSP - Monica Collins (should this be under dept code 29401?)	-		-		-	-
12-2230-642000-29400-1430	Part-Time Counselors : DSPS - Vivien Vu	-		7,238		7,238	
12-2230-642000-29400-1435	Int/Sum - Counselors,Part-T - Vivien Vu	-		2,499		2,499	
12-2230-642000-29400-2130	Classified Employees : DSPS - Scott James (100% for 1B-2B only) - Vivien Vu (100%)	120,643		66,343			54,300
12-2230-642000-29400-2320	Classified Employees - Hourly - Palak Patel (backfilled for Scott)	-		35,194		35,194	
12-2230-642000-29400-3215	PERS - Non-Instructional :	13,177		7,574			5,603
12-2230-642000-29400-3315	OASDHI - Non-Instructional	6,903		3,467			3,436
12-2230-642000-29400-3325	Medicare - Non-Instructiona	1,614		1,288			326
12-2230-642000-29400-3335	PARS - Non-Instructional :	-		584		584	
12-2230-642000-29400-3415	H & W - Non-Instructional :	33,955		17,369			16,586
12-2230-642000-29400-3435	H & W - Retiree Fund Non-In	1,233		1,128			105

6.1 (19)

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/12 - 06/30/13

CONTRACT INCOME: \$359,204

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

Date: 03/01/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-29400-3515	SUI - Non-Instructional : D	1,985		1,241			744
12-2230-642000-29400-3615	WCI - Non-Instructional : D	2,960		2,708			252
12-2230-642000-29400-3915	Other Benefits - Non-Instru	2,700		1,575			1,125
12-2230-642000-29400-4610	Non-Instructional Supplies	731		731		-	-
12-2230-642000-29400-5630	Maint Contract - Office Equ	644		642			2
12-2230-642000-29400-5850	Fingerprinting : DSPS	64		-			64
12-2230-675000-29400-5210	Conference Expenses : DSPS	650		500			150
	DSPS	187,259	-	150,081	-		
12-2230-642000-29401-1250	Contract Coordinator : Dea	4,451		4,859		408	
12-2230-642000-29401-2130	Classified Employees : Deaf	17,735		17,913		178	
12-2230-642000-29401-2320	Classified Employees - Hour	11,056		20,530		9,474	
12-2230-642000-29401-3215	PERS - Non-Instructional :	2,786		3,302		516	
12-2230-642000-29401-3315	OASDHI - Non-Instructional	1,602		1,814		212	
12-2230-642000-29401-3325	Medicare - Non-Instructiona	487		632		145	
12-2230-642000-29401-3335	PARS - Non-Instructional :	101		187		86	
12-2230-642000-29401-3415	H & W - Non-Instructional :	4,189		4,631		442	
12-2230-642000-29401-3435	H & W - Retiree Fund Non-In	336		436		100	
12-2230-642000-29401-3515	SUI - Non-Instructional : D	541		480			61
12-2230-642000-29401-3615	WCI - Non-Instructional : D	806		1,047		241	
12-2230-642000-29401-3915	Other Benefits - Non-Instru	332		333		1	
12-2230-642000-29401-5100	Contracted Services : Deaf	5,000		10,000		5,000	
Totals for TOPS: 642000	Deaf & Hard of Hearing	49,422	-	66,164	-		
Totals for FUND: 12 -	General Fund Restricted	364,382	364,382	359,204	359,204	85,527	85,527

6.1 (20)

SPECIAL PROJECT DETAILED BUDGET #2330
NAME: Equal Employment Opportunity (EEO - Diversity allocation funds)
FISCAL YEAR: 2012/13

CONTRACT PERIOD: 7/1/12 to 6/30/13
 CONTRACT INCOME: \$11,127 - 2011/12 Carryover
 \$12,781 - 2012/13 Allocation
\$23,908 - TOTAL

PROJ. ADM.: J. Didion
 PROJ. DIR.: E. Marasigan
 Date: 02/25/13

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2330-000000-50000-8629	Other Gen Categorical Apport : District Opera		-		12,781		12,781
12-2330-000009-50000-8629	Other Gen Categorical Apport : District Opera		11,127		11,127		-
12-2330-676000-53110-5100	Contracted Services : Human Resources Office	-		1,278		1,278	
12-2330-676000-53110-5240	Applicant Travel Reimbursement : Human Resour	3,000		7,000		4,000	
12-2330-676000-53110-5300	Inst Dues & Memberships : Human Resources Off	550		850		300	
12-2330-676000-53110-5660	Software Support Service : Human Resources Of	2,658		3,000		342	
12-2330-676000-53110-5920	Personnel Recruiting : Human Resources Office	4,619		10,480		5,861	
12-2330-676000-53110-6419	Equip/Software - >\$200 <\$1,000	300		1,300		1,000	
Total Project 2330 Equal Employmnt Opportunity Fd		11,127	11,127	23,908	23,908	12,781	12,781

6.1 (21)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: March 11, 2013
Re: Approval of Sub-Agreements between RSCCD and Merced College and San Mateo County Community College District/Skyline College	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Youth Entrepreneurship Project grant, No. 12-172-055, by the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, to disseminate funds to support faculty enhancement and expansion of entrepreneurship and career technical education through activities that enhance entrepreneurship courses and programs, combine entrepreneurship and CTE programs, or improve entrepreneurship learning within programs.

ANALYSIS

The project director conducted a mini-grant competition for community colleges to propose projects to develop entrepreneurship curriculum and programs at their campuses. Listed below are two of the four colleges that have been selected to implement a Youth Entrepreneurship Project at each of their institutions. The performance period is March 1, 2013 through February 28, 2014 for these sub-agreements.

<u>District/College</u>	<u>Sub-Agreement No.</u>	<u>Amount</u>
Merced College	DO-13-2602-02	\$50,000
San Mateo County CCD / Skyline College	DO-13-2602-03	\$50,000

Project Administrator is Enrique Perez and Project Director is Michael Roessler.

RECOMMENDATION

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

Fiscal Impact: \$100,000	Board Date: March 11, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Merced College**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Merced College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Youth Entrepreneurship Program” grant, (hereinafter “**Grant**”), #12-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Youth Entrepreneurship Program” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

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

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

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

ARTICLE I

1. Statement of Work

Provide Youth Entrepreneurship Program (YEP) services within **SUBCONTRACTOR**’s service territory. The purpose of the YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path AND to conduct two regional business plan competitions within their service territory prior to May 1, 2013.

2. Period of Performance

The period of performance for this Agreement shall be from March 1, 2013 through February 28, 2014.

3. Total Cost

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

4. Payment

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

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

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of all activities related to the Youth Entrepreneurship Program into the CTE Central website.

6. Expenditure of Grant Funds.

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

7. Independent Contractor

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

8. Subcontract Assignment

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

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

9. Record Keeping

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

10. Audit

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

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

11. Mutual Indemnification

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

12. Termination

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

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

13. Notices

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

Rancho Santiago Community College District
Enrique Perez
Assistant Vice Chancellor Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rsccd.edu

Merced College (Subcontractor)
Jeanette Benson, Director CITD-YEP
630 W. 19th Street, Room 113
Merced, CA 95340
(209)384-5892, Extension 12
Jeanette Benson <merced@citd.com>

ARTICLE II

1. Legal Terms and Conditions

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Merced College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Dr. Ron Taylor

Title: Business Operations/Fiscal Services

Title: Superintendent/President

Date: _____

Date: _____

77-0362218
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: March 11, 2013

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
San Mateo County Community College District / Skyline College**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the San Mateo County Community College District / Skyline College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Youth Entrepreneurship Program” grant, (hereinafter “**Grant**”), #12-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, to disseminate funds to community colleges for them to implement the “Youth Entrepreneurship Program” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

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

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

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

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

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Enrique Perez
Assistant Vice Chancellor Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rsccd.edu

San Mateo County CCD / Skyline College (Subcontractor)
James W. Keller, Executive Vice Chancellor
3401 CSM Drive
San Mateo, CA 94401
(650) 358-6790
kellerj@smccd.edu

With a copy to:
Allison Mello
3300 College Drive
San Bruno, CA 94066
(650)738-7098
melloa@smccd.edu

ARTICLE II

1. Legal Terms and Conditions

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

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

San Mateo County Community College
District / Skyline College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: James W. Keller

Title: Business Operations/Fiscal Services

Title: Executive Vice Chancellor

Date: _____

Date: _____

94-3084147

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: March 11, 2013

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 13-12

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on February 19, 2013, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee John R. Hanna was not present at the board meeting; and

Whereas, the board has determined that Trustee Hanna’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Hanna shall be paid at the regular rate of compensation for the board meeting on February 19, 2013.

Dated this 11th day of March 2013.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To: Board of Trustees	Date: March 11, 2013
Re: Approval of Forming a Board Safety & Security Committee	
Action: Request for Action	

BACKGROUND

At the February 19, 2013, board meeting Trustee Claudia Alvarez suggested the creation of a Public Safety & Security Committee to review issues related to the safety and security of district students, personnel, and facilities.

ANALYSIS

Per **Board Policy 2220 Committees of the Board**, a standing or ad hoc committee of the Board of Trustees “may be limited and/or created as deemed necessary by a majority of the Board.” Rather than create a full standing committee, the administration believes that it would be prudent to begin with an ad hoc structure to determine if there are really a sufficient number of issues to warrant status as a standing committee. The suggested duration would be a trial period of nine (9) months with a reassessment of the necessity of this committee at the end of that period of time.

RECOMMENDATION

The administration recommends the formation of an Ad Hoc Safety & Security Committee of the Board of Trustees for a trial period of nine (9) months.

Fiscal Impact: None	Board Date: March 11, 2013
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	