

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, November 14, 2011**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Vision Statement (Board of Trustees)**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS** **4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda **Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of October 24, 2011 **Action**

1.6 Approval of Consent Calendar **Action**

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

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

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

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

## **RECESS TO CLOSED SESSION**

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

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

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

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

*Doe v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2010-00407356*
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

## **RECONVENE**

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

#### **Public Comment**

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

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

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

### **3.0 HUMAN RESOURCES**

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

**Action**

- Approval of Adjusted Effective Dates of Appointments
- Approval of Ratification of Resignations/Retirements
- Approval of Changes of Assignments
- Approval of Adjusted Locations/Sites for Interim Assignments
- Approval Adjusted Effective Dates of Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

#### **3.2 Classified Personnel**

**Action**

- Approval of Changes in Positions
- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Approval of Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

### **4.0 INSTRUCTION**

#### **\*4.1 Approval of New Pharmacy Technology Agreement – Trinity Care Rx Pharmacy**

**Action**

The administration recommends approval of this contract with Trinity Care Rx Pharmacy in Stanton, California.

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

- \*4.2 Approval of New OTA Agreement – Collaborative Neuroscience Network, Inc. Action  
The administration recommends approval of the agreement with Collaborative Neuroscience Network, Inc., in Garden Grove, California.
- \*4.3 Approval of New OTA Agreement – New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy Action  
The administration recommends approval of the agreement with New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy in Las Vegas, Nevada.
- \*4.4 Approval of New OTA Agreement – County of Los Angeles, Health Services Action  
The administration recommends approval of the agreement with County Of Los Angeles, Health Services in Los Angeles, California.
- \*4.5 Approval of Santa Ana College (SAC) Community Services Program for Spring 2012 Action  
The administration recommends approval of the list of proposed SAC Community services program for spring 2012.
- \*4.6 Approval of Santiago Canyon College (SCC) Community Services Program for Spring 2012 Action  
The administration recommends approval of the list of proposed SCC community services program for spring 2012.
- \*4.7 Ratification of Santa Ana College Associate Degrees and Certificates Awarded in Summer 2011 Action  
The administration recommends ratification of SAC recipients of associate degrees, certificates of achievement, and certificates for summer 2011 as presented.
- \*4.8 Ratification of Santiago Canyon College Associate Degrees and Certificates Awarded in Summer 2011 Action  
The administration recommends ratification of SCC recipients of associate degrees, certificates of achievement, and certificates for summer 2011 as presented.
- \*4.9 Approval of New Courses and New Programs for 2012-2013 Santa Ana College Catalog Action  
The administration recommends approval of the new courses and new programs for the 2012-2013 SAC catalog as presented.

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

- \*4.10 Approval of New Credit and Non-Credit Curricula for 2012-2013 Santiago Canyon College Catalog Action

The administration recommends approval of the new credit and non-credit curricula for the 2012-2013 SCC catalog as presented.

- \*4.11 Approval of Proposed Changes to Student Health Fee at SAC and SCC Action

The administration recommends approval of a maximum fee of \$18 per semester and \$15 for summer session for health services provided by the colleges, effective spring 2012, and in the future charge the maximum allowable fee as approved by the California State Chancellor's Office in accordance with the Education Code.

## **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 Additional Legal Services – Law Offices of Gregory Thatch Action

The administration recommends approval of the increase of additional authorization of \$3,462 for the Law Offices of Gregory D. Thatch to provide legal services as presented.

- \*5.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended September 30, 2011 Action

The administration recommends approval of the CCFS-311Q for the period ending September 30, 2011, as presented.

- 5.4 Quarterly Investment Report as of September 30, 2011 Information

The quarterly investment report as of September 30, 2011, is presented as information.

- \*5.5 Approval of Lease Agreement with Reazon Systems Action

The administration recommends approval of the lease agreement with Reazon Systems and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.

- \*5.6 Approval of Lease Agreement with Topgallant Group LLC Action

The administration recommends approval of the lease agreement with Topgallant Group LLC and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.

- \*5.7 Approval of DSA Inspector of Record, Testing and Inspection for College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College Action  
The administration recommends approval of the agreement with TYR I.O.R. Services to provide DSA inspection services for the College Avenue Street alignment, cul-de-sac, parking lot expansion, new soccer field and football facilities at SAC as presented.
- \*5.8 Approval of RBF Consulting for College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College Action  
The administration recommends approval of the proposal with RBF Consulting to provide QSP services as presented.
- \*5.9 Adoption of Resolution No. 11-49 for Earthwork for the Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 11-49 for Southern California Grading, Inc., for Bid #1151 for earthwork for the Athletic/Aquatic complex at SCC as presented.
- \*5.10 Approval of Architect Change Order for Maintenance & Operations Building at Santiago Canyon College Action  
The administration recommends approval of additional services in the amount of \$25,000 to LPA, Inc., as presented.
- \*5.11 Approval of Additional Architectural Services for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of additional services provided by LPA, Inc., in the amount of \$367,301 as presented.
- \*5.12 Approval of Additional DSA Inspection Services for Humanities Building and Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of the extension of services for TYR I.O.R. to provide DSA mandated inspection services for the Humanities building and Athletic/Aquatic complex at SCC as presented.
- \*5.13 Approval of Additional Testing Services for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of additional testing services for the Athletic/Aquatic complex at SCC from Reliant Testing Engineers as presented.

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

- \*5.14 Approval of Change Order #8 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #8 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic complex at SCC as presented.
- \*5.15 Approval of Change Order #3 for Bid #1139 for Electricity for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #3 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- \*5.16 Approval of Change Order #2 for Bid #1143 for Glass/Glazing for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #2 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.
- \*5.17 Approval of Change Order #2 for Bid #1151 for Earthwork for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #2 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Athletic/Aquatic complex at SCC as presented.
- \*5.18 Approval of Change Order #2 for Bid #1181 for Signalization Project at Santiago Canyon College Action  
The administration recommends approval of change order #2 for Bid #1181 for Dynalectric for the signalization project at SCC as presented.
- \*5.19 Approval of the Settlement and Release Agreement for Baker Electric, Inc., for Science Center at Santiago Canyon College Action  
The administration recommends approval of the settlement and release agreement with Baker Electric, Inc., as presented.
- \*5.20 Approval of Accuvant Site Survey Action  
The administration recommends approval of the site survey agreement from Accuvant in the amount of \$51,000 as presented.
- \*5.21 Approval of CMAS Contract #3-07-70-2428D to Accuvant, Inc. Action  
The administration recommends approval of the use of California Multiple Awards Schedule Contract #3-07-70-2428D and all future contract extensions, supplements and modifications offered by Accuvant, Inc., as presented.

- \*5.22 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period October 9, 2011, through October 27, 2011.

## 6.0 GENERAL

- \*6.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- |  |           |
|--|-----------|
| - Basic Skills Initiative (SAC & SCC)              | \$693,753 |
| - SBA/CSUF – SBDC (District) – <i>Augmentation</i> | \$ 30,000 |

- 6.2 First Reading of New and Revised Board Policies Information  
These policies are presented for first reading as information items:
- BP1340 (new) - Campus Security and Access
  - BP1370 (new) - Service Animals
  - BP3212 (revise) - Alcoholic Beverages
  - BP3228 (eliminate) - RSC Foundation Advertising Agent
  - BP3405 (revise) - Disposal of Property
  - BP3520 (revise) - Local Law Enforcement
  - BP3540 (revise) - Sexual and Other Assaults on Campus
  - BP5006 (revise) - Residence Determination
  - BP5007 (revise) - Non-Resident Tuition
  - BP5012 (new) - Prevention of Identity Theft in Student Financial Transactions
  - BP5130 (new) - Financial Aid
  - BP5410 (new) - Off-Campus Student Organizations
  - BP7400 (revise) - Emergency Response Plan

- 6.3 Adoption of Revised Board Policies Action  
It is recommended the board adopt revisions to BP9003 – Membership and BP9004 – Trustee Areas.

- 6.4 Approval of RSCCD 2011–2013 Strategic Plan Action  
It is recommended that the Board of Trustees adopt the Rancho Santiago Community College District 2011-2013 Strategic Plan.

- 6.5 Board of Trustees Express Interest in Board Officer Positions Information  
The board president shall solicit expressions of interest from board members regarding service as president, vice president, and clerk for 2011-2012.

- 6.6 Review of RSCCD Board of Trustees Self-Evaluation Information  
It is recommended the Board of Trustees review the evaluation responses and complete the self-evaluation process for 2011.
- \*6.7 Approval of Resolution No. 11-50 regarding Emergency Closure of SAC East and SCC Child Development Centers Action  
The administration recommends approval of Resolution No. 11-50 certifying that the SAC East and SCC Child Development Centers were closed due to emergencies.
- 6.8 Reports from Board Committees Information
  - Board Facilities Committee
  - Board Policy Committee
  - Orange County Legislative Task Force
- 6.9 Board Member Comments Information
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on December 5, 2011.

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

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

**Board of Trustees (Regular meeting)**

**Monday, October 24, 2011**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

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

Administrators present during the regular meeting were Mr. John Didion and Mr. Juan Vázquez. Ms. Anita Lucarelli was present as record keeper.

Mr. Conley indicated Dr. Raúl Rodríguez, Chancellor, was not present due to leading an accreditation team on its visit to De Anza College; Dr. Erlinda Martinez, Santa Ana College President, was not there due to a death in the family; and Mr. Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, was not there due to an Association of Chief Business Officials conference.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Marti Reiter, President, CSEA, Chapter 579.

1.3 Approval of Additions or Corrections to Agenda

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

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Yarbrough, and carried unanimously to approve the minutes of the regular meeting held on October 10, 2011. Mr. Hanna asked that recordings of meetings that have accreditation-related discussions be retained in the board's files.

## 1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 5.3 (Construction Management Proposal for Video Surveillance System and Installation Project at Santa Ana College) removed by Mr. Yarbrough and Item 6.1 (Resource Development Items) removed from the Consent Calendar by Mr. McLoughlin.

- 4.1 Approval of Amendment #5 to CJA Agreement – County of Orange  
The board approved the amendment with the County of Orange in Santa Ana, California.
- 4.2 Approval of OTA Agreement Renewal – Special Services for Group - Occupational Therapy Training Program  
The board approved the agreement with Special Services for Group – Occupational Therapy Training Program in Torrance, California.
- 4.3 Approval of OTA Agreement Renewal – Vibra Healthcare/Ballard Rehabilitation Hospital  
The board approved the agreement with Vibra Healthcare/Ballard Rehabilitation Hospital in San Bernardino, California.
- 4.4 Approval of OTA Agreement Renewal – Greater Anaheim SELPA  
The board approved the agreement with Greater Anaheim SELPA in Buena Park, California.
- 4.5 Approval of OTA New Agreement – Kindred Rehab Services, Inc., dba RehabCare  
The board approved the agreement with Kindred Rehab Services, Inc., dba RehabCare in Louisville, Kentucky.
- 4.6 Approval of OTA New Agreement – Intergro Rehab Services  
The board approved the agreement with Intergro Rehab Services in Huntington Beach, California.
- 4.7 Approval of OTA New Agreement – Step-By-Step Pediatric Therapy, Inc.  
The board approved the agreement with Step-By-Step Pediatric Therapy, Inc., in Hacienda Heights, California.
- 5.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.
- 5.2 Approval of Budget Transfers and Budget Increases/Decreases  
The board approved budget transfers, increases, and decreases during the months of July through September 2011.

1.6 Approval of Consent Calendar – (cont.)

5.4 Approval of Notice of Completion for Bid #1177 for Data Center Upgrades at Santa Ana College

The board approved the Notice of Completion for the concrete and masonry projects as presented.

5.5 Adoption of Resolution No. 11-46 for Plumbing for Athletic/Aquatic Complex at Santiago Canyon College (SCC)

The board adopted Resolution No. 11-46 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Athletic/Aquatic Complex at SCC as presented.

5.6 Adoption of Resolution No. 11-47 for Concrete for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 11-47 for Guy Yocom Construction, Inc., for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.

5.7 Adoption of Resolution No. 11-48 for Electricity for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College

The board adopted Resolution No. 11-48 for Dynalectric for Bid #1139 for electricity for the Santiago Canyon Road entry and parking lot at SCC as presented.

5.8 Approval of Change Order #2 for Bid #1136 for Concrete for Humanities Building at Santiago Canyon College

The board approved change order #2 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Humanities building at SCC as presented.

5.9 Approval of Change Order #1 for Bid #1139 for Electricity for Loop Road Extension at Santiago Canyon College

The board approved change order #1 for Bid #1139 for Dynalectric for electricity for the Loop Road Extension at SCC as presented.

5.10 Approval of Change Order #7 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #7 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic Complex at SCC as presented.

5.11 Approval of Change Order #1 for Bid #1141 for HVAC for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #1 for Bid #1141 for West Tech Mechanical for HVAC for the Athletic/Aquatic Complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.12 Approval of Change Order #2 for Bid #1141 for HVAC for Humanities Building at Santiago Canyon College

The board approved change order #2 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.

5.13 Approval of Change Order #3 for Bid #1147 for Interiors for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #3 for Bid #1147 for IEAS for interiors for the Athletic/Aquatic Complex at SCC as presented.

5.14 Approval of Change Order #1 for Bid #1151 for Earthwork for Loop Road Extension at Santiago Canyon College

The board approved change order #1 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Athletic/Aquatic Complex at SCC as presented.

5.15 Approval of Change Order #1 for Bid #1181 for Signalization Project at Santiago Canyon College

The board approved change order #1 for Bid #1181 for Dynalectric for the signalization project at SCC as presented.

5.16 Approval of Bid #1184 – Purchase of VRTEX 360 Virtual Reality Welding Trainer Unit and System 5 Robotic Cell Arc Mate 100iC, R-30iA, A-CAB Hollow Arm (or equal)

The board accepted the bid and approved Bid #1184 – Purchase of a VRTEX 360 Virtual Reality Welding Trainer Unit and a System 5 Robotic Cell Arc Mate 100iC, R-30iA, A-CAB Hollow Arm to Cameron Welding Supply as presented.

5.17 Approval of Independent Contractors

The board approved the following independent contractor: Christine Draa for consulting services to provide oversight and coordination for the Youth Entrepreneurship Program as part of the statewide Business & Entrepreneurship Center program. Date of service: November 1, 2011, through October 31, 2012. The fee is estimated at \$40,000.

5.18 Approval of Independent Contractors

The board approved the following independent contractor: Joslyn Hamilton for consulting services to provide website content development and social media expertise for the statewide Business & Entrepreneurship Center program. Date of service: November 1, 2011, through October 31, 2012. The fee is estimated at \$15,000.

1.6 Approval of Consent Calendar – (cont.)

5.19 Approval of Independent Contractors

The board approved the following independent contractor: Muckenthaler & Associates, Inc., for consulting services to provide professional and technical assistance to the existing Early Head Start program. Date of service: October 25, 2011, through March 31, 2012. The fee is estimated at \$60,000.

5.20 Approval of Purchase Orders

The board approved the purchase order listing for the period September 11, 2011, through October 8, 2011.

6.2 Approval of Subcontract Agreements between RSCCD and MOMS Orange County and CHOC/Help Me Grow for Early Head Start Expansion

The board approved the subcontract agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services, or his designee to enter into related contractual agreements on behalf of the district.

1.7 Review and Discussion of Self-Evaluation Responses from Community and Staff

The survey responses from community and staff were presented to the board for review and discussion. Mr. Hanna indicated that he and his colleagues have reviewed the survey results. He asked that future annual self-evaluation meeting dates be posted on the district's website to notify the public/staff of the opportunity to publicly comment on the board's evaluation.

Since Ms. Barrios is a new trustee, Mr. Hanna briefly explained the difference between the current self-evaluation and prior self-evaluations. He encouraged Ms. Barrios to review BP9022 (Board of Trustees Self-Evaluation).

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

In Dr. Rodríguez's absence, Mr. John Didion, Executive Vice Chancellor, Human Resources & Educational Services, provided a report to the board.

2.2 Reports from College Presidents

Mr. Juan Vázquez, President, Santiago Canyon College, provided a report to the board.

There was no representation from Santa Ana College.

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

#### 2.4 Reports from Student Presidents

Ms. Evelyn Sanchez, Student President, Santa Ana College provided a report to the board.

There was no representation from Santiago Canyon College.

#### 2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College  
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 5:15 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Part-time Faculty
  - b. Classified Staff
  - c. Student Workers
  - d. Professional Experts
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: Faculty Association of Rancho Santiago Community College District  
California School Employees Association, Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association
  
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
  - a. Chancellor
  
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

### **RECONVENE**

The board reconvened at 5:46 p.m.

#### Closed Session Report

Mr. McLoughlin reported the board discussed the aforementioned items, and no action was taken during closed session.

#### Public Comment

There were no public comments.

### **3.0 HUMAN RESOURCES**

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

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

- Approve Final Salary Placements
- Approve Changes of Classifications
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires

#### **3.2 Classified Personnel**

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

- Approve Changes in Positions
- Approve Temporary Assignments
- Approve New Appointments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

#### **3.3 Authorization for Board Travel/Conferences**

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to approve the submitted conference and travel by a board member.

### **4.0 INSTRUCTION**

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

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

Items 5.1, 5.2, and 5.4 through 5.20 were approved as part of Item 1.6 (Consent Calendar).

5.3 Approval of Construction Management Proposal for Video Surveillance System and Installation Project at Santa Ana College (SAC)

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve the construction management services for Bernards Builders and Management Services as presented. Discussion ensued. The motion carried unanimously.

**6.0 GENERAL**

Item 6.2 was approved as part of Item 1.6 (Consent Calendar).

6.1 Approval of Resource Development Items

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve the budgets, accept grants, and authorize the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Board Financial Assistance Program (BFAP) (SCC)	\$ 277,721
- ENGAGE in STEM Project – Year 1 (SAC)	\$1,193,110
- GEAR UP 2009 – Year 3 (SAC)	\$ 800,000

Discussion ensued. The motion carried unanimously.

6.3 Reports from Board Committees

Mr. Labrado provided a report on the October 20, 2011, Board Facilities Committee meeting.

6.4 Board Member Comments

Mr. Hanson extended well wishes for the upcoming Veterans Day holiday. On behalf of veterans, he extended gratitude to the board and staff for the work done in assisting veterans.

Dr. Chapel reported that he served on an accreditation team last week. He requested the opportunity to present a report to the board on the accreditation team experience including statewide issues discussed with leaders throughout California.

Mr. Yarbrough and Mr. Hanna reported they recently attended the Association of Community College Trustees (ACCT) conference in Dallas and gave a presentation on bipartisanship and collegiality of board members. During the conference, Mr. Hanna attended two workshops and plans to share materials received with staff. Upon staff review of the materials relating to strategies for private capital development (shared facilities) and public partnerships, Mr. Hanna asks for a report on the viability of these potential options.

6.4 Board Member Comments – (cont.)

Mr. Hanna thanked Mr. Hanson and other veterans for their service to the country.

Mr. Yarbrough indicated he recently learned of the district's \$9 million structural deficient and plans to forward questions to the chancellor relating to it.

Ms. Barrios reported she recently enjoyed a tour of SAC and SCC.

Ms. Barrios reported that she and Mr. Hanson recently attended an Orange County Legislative Task Force meeting where a joint press release relating to veterans' programs was discussed.

Mr. Conley reported he recently attended the ACCT conference in Dallas and commended Mr. Yarbrough and Mr. Hanna on their presentation.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on Monday, November 14, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 6:07 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

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

Minutes approved: November 14, 2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**TO HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**November 14, 2011**

**MANAGEMENT**

Adjusted Effective Date of Appointment

Bonetati, Thomas  
Bookstore Manager  
Auxiliary Services  
Santa Ana College

From: July 21, 2011  
To: July 25, 2011

Ratification of Resignation/Retirement

Soltis, Kenneth  
Associate Dean, Fire Technology  
& Public Safety  
Human Services & Technology Division  
Santa Ana College

From: April 2, 2012  
Reason: Retirement

**FACULTY**

Change of Assignment

Conner, Mary Patricia  
Coordinator, Tutorial Learning Center  
Professor/Tutorial Program Specialist  
Special Services Division  
Santa Ana College

Effective: August 15, 2011  
Reason: Coordinator Duties  
(No Stipend)

Adjusted Location/Site for Interim Assignment

Nichols, Teresa  
Acting Master Teacher  
Child Development Services  
District

Effective: August 17, 2011  
From: SAC East Child Development Center  
To: SAC ECEC Child Development Center

Adjusted Effective Dates of Leave of Absence

Sanchez, Gabriela  
Coordinator, Tutoring/Study Skills  
Extended Opportunities Programs  
& Services  
Special Services Division  
Santiago Canyon College

Effective: October 17 – December 10, 2011  
Reason: Unpaid Family Medical Leave

**FACULTY (CONT'D)**

Leave of Absence

Aguilar, Maria  
Coordinator, DSPS  
Special Services Division  
Santiago Canyon College

Effective: January 17 – March 7, 2012  
Reason: Maternity Leave

Stipends

Foley, Denise  
Associate Professor, Biology  
Math & Sciences Division  
Santiago Canyon College

Effective: September 14, 2011  
Stipend Amount: \$60.00  
Reason: Staff Development Workshop  
(Special Project Funding)

Meier, Krystal  
Professor, Math  
Science & Math Division  
Santiago Canyon College

Effective: August 22, 2011  
Stipend Amount: \$1,090.00  
Reason: Course & Curriculum Development  
(Special Project Funding)

Meier, Krystal  
Professor, Math  
Science & Math Division  
Santiago Canyon College

Effective: January 23, 2012  
Stipend Amount: \$1,090.00  
Reason: Course & Curriculum Development  
(Special Project Funding)

Shine, Thomas  
Head Coach Men's Golf  
Math & Sciences Division  
Santiago Canyon College

Effective: January 17, 2012 – May 31, 2012  
Stipend Amount: \$1,750.00

Smith, Mark  
Associate Professor, Anatomy  
& Physiology  
Math & Sciences Division  
Santiago Canyon College

Effective: September 21, 2011  
Stipend Amount: \$60.00  
Reason: Staff Development Workshop  
(Special Project Funding)

Trevino, Marisa  
Assistant Coach Softball  
Math & Sciences Division  
Santiago Canyon College

Effective: January 09, 2012 – May 31, 2012  
Stipend Amount: \$3,000.00

Part-time Hourly Hires/Rehires

Arnold, Philip  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College

Effective: November 15, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

**FACULTY (CONT'D)**

Part-time Hourly Hires/Rehires

Becerra, Rosio  
Counselor  
Counseling Division  
Santa Ana College  
Effective: October 24, 2011  
Hourly Lab Rate: II-3 \$46.17

Cruz, Phillip  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: October 25, 2011  
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Lamanski, Jennifer  
Instructor, Mathematics  
Math & Science Division  
Santa Ana College  
Effective: January 16, 2012  
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Ledesma, Nicole  
Instructor, Mathematics  
Math & Sciences Division  
Santiago Canyon College  
Effective: January 17, 2012  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Loddy, Karen  
Instructor, Criminal Justice  
Human Services & Technology Division  
Santa Ana College  
Effective: November 15, 2011  
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Marquez, Lorena  
Counselor  
Counseling Division  
Santa Ana College  
Effective: October 24, 2011  
Hourly Lab Rate: II-3 \$46.17

Ramirez, Erica  
Instructor, Education  
Counseling & Student Support  
Services Division  
Santiago Canyon College  
Effective: January 16, 2012  
Hourly Lecture Rate: II-3 \$54.32

Non-paid Instructor of Record

Vining, Matthew  
Instructor, Apprenticeship Electrician  
Business & Career Technical  
Education Division  
Santiago Canyon College  
Effective: November 15, 2011

**FACULTY (CONT'D)**

*Non-paid Intern Service*

Brown, Ashley  
Intern Position Held: Marriage &  
Family Therapist Intern  
SAC Child Development Center  
Child Development Services  
District

Effective: November 15, 2011 – May 30, 2012  
College Affiliation: CSU, Fullerton  
Discipline: Marriage & Family Counseling

Rodriguez, Viridiana  
Intern Position Held: Master's Social  
Work Intern  
CEC Child Development Center  
Child Development Services  
District

Effective: November 15, 2011 – May 30, 2012  
College Affiliation: University of  
Southern California  
Discipline: Social Work

Schnack, Alexandra  
Intern Position Held: Marriage &  
Family Therapist Intern  
SAC Child Development Center  
Child Development Services  
District

Effective: November 15, 2011 – May 30, 2012  
College Affiliation: CSU, Fullerton  
Discipline: Marriage & Family Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET**

**CLASSIFIED**

**NOVEMBER 14, 2011**

**CLASSIFIED**

Change in Position

Scott, Karen Effective: October 27, 2011  
From: Administrative Secretary/ Fire Tech/ Grade 14, Step 5 \$4930  
SAC  
To: Executive Secretary (CL11-0326)  
Student Services/ SAC

Out of Class Assignment

Murillo, George Effective: 10/31/11 – 03/31/12  
Skilled Maintenance Worker/ Admin. Grade 11, Step 3 \$3826  
Services/ SAC

Leave of Absence

Arredondo, Sandra Effective: 09/26/11 – 09/30/11  
Administrative Clerk/ Counseling/ SAC 10/24/11 – 10/28/11  
11/14/11 – 11/18/11  
12/12/11 – 12/16/11  
01/23/12 – 01/27/12  
02/20/12 – 02/24/12  
03/26/12 – 03/30/12  
06/25/12 – 06/29/12  
Reason: Non Paid Status  
10 Month Contract

Ratification of Resignation/Retirement

Akins, Sally Effective: December 5, 2011  
Administrative Clerk/ IWE/ District Reason: Retirement

**CLASSIFIED HOURLY**

New Appointments

Aguilar, Armando Effective: October 19, 2011  
Student Activities Specialist (CL11-0310) 19 Hours/Week 12 Month  
Orange Education Center Grade 8, Step A + 2.5% Bil \$17.97/Hour

**CLASSIFIED HOURLY**

*New Appointments cont'd*

Arroyo, Anabel Student Program Specialist (CL11-0321) Scholarship Office/ SAC	Effective: November 7, 2011 19 Hours/Week 12 Month Grade 10, Step A \$19.10/Hour
Garcia, Celia Custodian (CL11-0315) Admin. Services/ SAC	Effective: October 24, 2011 19 Hours/Week 12 Month Grade 4, Step A \$15.15/Hour
Martinez, Jazmin Instructional Assistant (CL11-0317) Orange Education Center	Effective: October 17, 2011 Up to 19 Hours/Week School Session Grade 5, Step A \$15.64/Hour

*Leave of Absence*

Hermen, Lisa Sr. Clerk/ Science & Math/ SCC	Effective: 12/12/11 – 12/16/11 01/02/12 – 01/06/12 02/06/12 – 02/10/12 03/12/12 – 03/23/12 04/09/12 – 04/13/12 05/07/12 – 05/11/12 05/21/12 – 05/25/12 Reason: Non Paid Status 10 Month Contract
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*Ratification of Resignation/Retirement*

Alsop, Adelle Instructional Assistant/ School of Continuing Education/SAC	Effective: December 15, 2011 Reason: Retirement
Nguyen, Thong K. Instructional Assistant/ SAC	Effective: October 26, 2011 Reason: Resignation
Vance, Rebecca Instructional Assistant/ Science & Math/ SCC	Effective: December 9, 2011 Reason: Resignation
Wallace, Tiffany Counseling Assistant/ SAC	Effective: October 17, 2011 Reason: Resignation



**MISCELLANEOUS POSITIONS cont'd**

Frank, Daniel Sign Language Interpreter IV/ Student Services/ SAC	Effective: 08/22/11 – 06/30/12
Gipple, Bonnie Sign Language Interpreter III/ Student Services/ SAC	Effective: 08/22/11 – 06/30/12
Lamar, Tony Custodial Supervisor/ Admin. Services/ SAC	Effective: 10/01/11 – 06/30/12
Peduto, Danuel Sign Language Interpreter I/ Student Services/ SAC/ SCC	Effective: 10/24/11 – 06/30/12
Schmitz, Joan Sign Language Interpreter V/ Student Services/ SAC	Effective: 08/22/11 – 06/30/12
Shiba, Lisa Sign Language Interpreter IV/ Student Services/ SAC	Effective: 08/22/11 – 06/30/12

**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective September 11 – October 10, 2011*

Moran, Elaine	Amount: \$ 67.86
Munoz, Jayne	Amount: \$ 260.00
Nguyen, Phuong	Amount: \$ 121.80
Nolasco, Jeffrey	Amount: \$ 690.00
Schindelbeck, Judy	Amount: \$ 950.00
Sheldon, Joel	Amount: \$ 227.50
Vallot, Lothar	Amount: \$ 133.98
Watson, Katherine	Amount: \$ 266.92



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: November 14, 2011
Re: Approval of New Pharmacy Technology Agreement – Trinity Care Rx Pharmacy	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall remain in effect for four (4) years or until terminated by either party. The agreement has been reviewed by Dean Simon 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 Trinity Care Rx Pharmacy in Stanton, California.

Fiscal Impact:	None	Board Date: November 14, 2011
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 CLINICAL AFFILIATION AGREEMENT  
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into this **15th** day of **November 2011** by and between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and **Trinity Care Rx Pharmacy** (“Clinical Facility”), located at 8381 Katella Ave Ste O, Stanton, CA 90680.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on November 15, 2011, and shall remain in effect until November 15, 2015, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

**To Clinical Facility:**  
Trinity Care Rx Pharmacy  
8381 Katella Ave Ste O  
Stanton, CA 90680  
ATTN: Sam Mounir

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

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

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

**Clinical Facility: Trinity Care Rx Pharmacy**

**District: Rancho Santiago Community College District**

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

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

Printed Name: Sam Mounir

Printed Name: Peter J. Hardash

Title: Owner / Pharmacist

Title: Vice Chancellor  
Business Operations & Fiscal Services

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: November 14, 2011
Re: Approval of New OTA Agreement – Collaborative Neuroscience Network, Inc.	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Collaborative Neuroscience Network, Inc., in Garden Grove, California.

Fiscal Impact:	None	Board Date: November 14, 2011
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 Rodríguez, Ph.D., Chancellor, RSCCD	

# AGREEMENT

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into the 15<sup>th</sup> day of November, 2011 by and between, **Collaborative Neuroscience Network, Inc.**, hereinafter called the **Agency**, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the **District**.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

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

#### A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

**JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V.

**STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

- C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

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

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

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

**District: Rancho Santiago Community  
College District**  
\_\_\_\_\_

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

**Agency: Collaborative Neuroscience  
Network, Inc.**  
\_\_\_\_\_

**Collaborative Neuroscience Network, Inc.**  
12772 Valley View Street  
Garden Grove, CA 92845

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

\_\_\_\_\_  
Jack Stephens  
President

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of New OTA Agreement – New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy in Las Vegas, Nevada.

Fiscal Impact:	None	Board Date: November 14, 2011
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

## Occupational Therapy Assistant Program

**THIS AGREEMENT** is made and entered into November 15, 2011 by and between New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

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

#### A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

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

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

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

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

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

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

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

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

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

**District: Rancho Santiago Community  
College District**

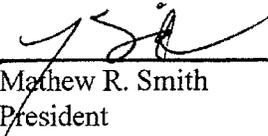
**Rancho Santiago Community College  
District**

2323 N. Broadway  
Santa Ana, CA 92706

**Agency: New Century Rehabilitation  
d.b.a. Matt Smith Physical Therapy**

**New Century Rehabilitation  
d.b.a. Matt Smith Physical Therapy  
9499 W. Charleston Blvd #220  
Las Vegas, NV 89117**

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

  
\_\_\_\_\_  
Mathew R. Smith  
President

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

Date: 10/01/2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: November 14, 2011
Re: Approval of New OTA Agreement – County of Los Angeles, Health Services	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with County of Los Angeles, Health Services in Los Angeles, California.

Fiscal Impact:	None	Board Date: November 14, 2011
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 Rodríguez, Ph.D., Chancellor, RSCCD	

EXHIBIT II

DEPARTMENT OF HEALTH SERVICES  
AFFILIATION AGREEMENT  
ADVANCED LEVEL TRAINING PROGRAM  
WITH  
RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
SANTA ANA COLLEGE  
OCCUPATIONAL THERAPY ASSISTANT

*SAC 11-051*

**EXHIBIT II**

Contract No. \_\_\_\_\_

**AFFILIATION AGREEMENT**  
(Advanced Level Training Program  
Clinical Training Experience)

THIS AGREEMENT is made and entered into this 15th day of  
November, 2011.

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
ON BEHALF OF SANTA ANA COLLEGE  
(hereafter "Affiliate")

WHEREAS, Affiliate operates the department's training programs, or schools described in the attached exhibits(s); and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operated, through its Department of Health Services (DHS), a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Care Centers and Health Services Programs (collectively, hereafter "DHS Facility" or "DHS Facilities"), as appropriate, and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize an affiliation for training programs in clinical field work experience, for

externship, rotation, practicum, or other clinical training experience (all hereafter "clinical training experience"). Affiliate's advanced level student(s) [hereafter "Advanced Student(s)"] as a portion of the institution/professional school's curriculum and a State licensing requirement.

WHEREAS the academic institution/professional school (hereafter, "Affiliate") desires an affiliation with County so that a "preceptor" may work with their advanced student(s) in a clinical training experience at DHS facilities; and

WHEREAS, "preceptor" is defined as County staff who volunteer to act as a mentor to the advanced student(s) who will be performing educational work requirements alongside the preceptor in the performance of the County staff's normal duties.

WHEREAS, Affiliate will be responsible for designating the Advanced Student(s) qualifying for the clinical training experience at DHS Facilities; and.

WHEREAS, the clinical training experience is an integral part of the professional academic curriculums of the Affiliate's advanced training disciplines including but not limited to nursing leadership or administrative preceptors, advance practice nursing student (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife and registered nurse anesthetist who are already licensed as a Registered Nurse by the State of California), physician assistant, physical therapy, occupational therapy, recreational therapy, speech and audiology therapy, radiological technology, social work, and clinical psychology; and

WHEREAS, the County and Affiliate mutually agree to extend the clinical training experience at DHS facilities to certain undergraduate students in the disciplines of assistant physical therapy, assistant occupational therapy and respiratory therapy. The practices understand and agree the disciplines above do not require an Affiliate instructor to accompany the student(s) for the required clinical training experience consistent with the California Business and Professions Code, under sections 2570.6, 2655.9, and 3742.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibit(s) or attachment(s) shall be effective on the first date hereinabove written and shall thereafter continue in full force and effect through June 30. This Agreement shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement for any reason is given at least thirty (30) days prior written notice to the other party.

2. TERMINATION OF AGREEMENT: This Agreement may be terminated by the Director of Health Services (hereafter "Director") or his/her designee, immediately upon giving written notice to Affiliate due to the Affiliate's non-compliance with this Agreement, or notice that the County health program providing the applicable clinical experiences has been or is to be discontinued, or has been or is to be so reduced or altered, that provision of such clinical experience will be impractical.

In any event, the Director, on behalf of the County, may terminate this Agreement with or without cause by the giving of at least thirty (30) days prior written notice thereof to the Affiliate.

3. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training programs as described in Exhibit(s) A attached hereto and incorporated herein by reference, for the clinical training experience requirement under the supervision and instruction of an approved County Preceptor, and part of the Affiliate's degree requirement.

4. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

5. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director. Affiliate or Director may discontinue the assignment of any student in the training program at any time.

6. MEDICAL HEALTH SCREENING: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination.

Such physical health examination shall be required at least once a year. All physical health examinations shall be performed at no cost to the County and by a person lawfully authorized to perform such an examination, consistent with current DHS policy and Attachment III, Medical Health Screening.

7. EMERGENCY HEALTH CARE: DHS facilities, to which the Affiliate's Advanced Students are assigned, will provide emergency health care to the students as

required while in the facility, to the extent staff and equipment are available to provide such care. DHS facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

8. SCHEDULING: The number of Advanced Students and the times during which they will receive training at DHS' facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of the Affiliate's governing body. A County preceptor shall only mentor a maximum of two advanced students or lesser number of advanced students as permitted by law.

9. SUPERVISION AND INSTRUCTION: County preceptors in the performance of his or her normal County duties shall supervise and instruct Affiliate's Advanced Student(s) while they participate in the assigned clinical training experience. Advanced Students shall be subject to the rules and regulations of the DHS facility to which they are assigned. Among other things, Director shall supply, provide or direct Affiliate to a copy of the Health Services' Risk Management Employee Handbook. Affiliate and students shall comply with this handbook's provisions.

10. RESTRICTION AND TERMINATION OF STUDENT INSTRUCTION:

A. County may place upon Affiliate's Advanced Student(s) restrictions such as suspension from training program, requirement of supervision by an Affiliate instructor, limitation of clinical activities, etc. on the assigned clinical training experience by giving written notice of such restriction in writing to the Affiliate within ten (10) days after the imposed restriction(s).

B. County may immediately terminate the training of an Affiliate's Advance Student(s) in the clinical training experience. Written notice of the

termination and the reason for such termination shall be sent to the Affiliate within ten (10) days after the date of termination.

11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental disability medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

13. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral

service of all those bar associations within Los Angeles County that have such a service.

14. INDEMNIFICATION:

(Standard Provision)

Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

(Mutual Indemnification Provision for Public Entities)

Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless Affiliate, employees, agents and students from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

Without limiting Affiliate's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met,

Affiliate shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the Insurance Coverage paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Affiliate pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Affiliate for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Affiliate's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Affiliate's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Affiliate and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insures(s). The Insured party named on the Certificate shall

match the name of the Affiliate identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding the fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Affiliate, its insurance broker(s) and/or insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsement shall be sent to:

County of Los Angeles  
Department of Health Services Contracts and Grants Division  
313 N. Figueroa Street, 6<sup>th</sup> Floor East  
Los Angeles, California 90012  
Attention: Director, Contract Administration and Monitoring

Affiliate also shall promptly report to County any injury or property damage accident or incident, including any injury to an Affiliate employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Affiliate. Affiliate also shall

promptly notify County of any third party claim or suit filed against Affiliate or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Affiliate's General Liability policy with respect to liability arising out of Affiliate's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Affiliate's acts or omissions, whether such liability is attributable to the Affiliate or to the County. The full policy limits and scope of protection also shall apply to the County and the Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provision herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium Affiliate's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Affiliate's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may suspend or terminate this Agreement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Affiliate's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Affiliate. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Affiliate coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Affiliate hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Affiliate shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Affiliate shall include all Sub-Contractors as insured under the Affiliate's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Affiliate shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Affiliate as additional insureds on

the Sub-Contractor's General Liability policy. Affiliate shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductible and Self-Insured Retentions (SIRs): Affiliate's policies shall not obligate the County to pay any portion of any Affiliate deductible or SIR. The County retains the right to require Affiliate to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Affiliate's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellations.

K. Application of Excess Liability Coverage: Affiliates may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Affiliate use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangement and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes to risk exposures.

O. Self-Insurance: Affiliate may provide self-insurance to meet the requirements of Paragraph 15 and 16, as deemed satisfactory by the County.

16. INSURANCE COVERAGE:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operation Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of

autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Affiliate will provide leased employees, or is an employee leased or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Affiliate's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Affiliate's liability arising from or related to this Agreement with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation. Affiliate's insurance coverage shall apply to activities of students, instructors and other persons of Affiliate at DHS facilities.

F. Student Malpractice Insurance: Affiliate's Advanced Students shall maintain appropriate malpractice insurance coverage for any activities under this Agreement, unless such coverage is provided by Affiliate.

17. ADVANCED STUDENT STATUS: Advanced students and other persons of Affiliate shall not be deemed employees of County with respect to this Agreement.

18. FACILITIES: Director shall cooperate with Affiliate to provide use of DHS parking facilities to Affiliate's Advanced Students.

19. UNIFORMS: Each Advanced Student may be required to wear a uniform when assigned to the clinical training experience program at the DHS Facility.

20. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each Advanced Student participating in the clinical training experience program hereunder of the provisions of such confidentiality laws.

21. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

22. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This

does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

23. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

24. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Affiliate shall obtain and maintain, and shall ensure that each of its Advanced Students obtain and maintain, in effect all licenses, permits, registrations, and certificates as required by all Federal, State, and local laws, ordinances, regulations, guidelines and directives which are applicable to County's Facility(ies) and services during the term of this Agreement.

25. FAIR LABOR STANDARDS: The Affiliate shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but limited to, the Federal Fair Labor Standards Act, for work performed by

the Affiliate's employees and/or students for which the County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

26. EMPLOYMENT ELIGIBILITY VERIFICATION: The Affiliate 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 Agreement meet citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Affiliate shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Affiliate shall retain all such documentation for all covered employees for the period prescribed by law.

The Affiliate shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Affiliate or the County in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

27. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance

shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected may be reported to the Board of Supervisors.

29. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative shall be given an opportunity to submit evidence at the hearing. After the hearing and/or the Affiliate's representative, shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If an Affiliate has been debarred for a period of longer than five (5) years, that Affiliate may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At

the hearing the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall apply to Subcontractors of County Contractors.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under

this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

33. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence to County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both

internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los

Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless the Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences, the Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Affiliate shall immediately notify the County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if the Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, the Affiliate shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that the Affiliate demonstrate to the County's satisfaction that the Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such

material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

38. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO

THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. This Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

39. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall

be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees to consent to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. AFFILIATE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Affiliate acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Affiliate qualifies for an exemption or exclusion, Affiliate warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance with Los Angeles Code Chapter 2.206.

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Affiliate to maintain compliance with the requirements set forth

in the above paragraph, "Affiliate's Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Affiliate to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Affiliate, pursuant to County Code Chapter 2.206.

42. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Health Services, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to Affiliate shall be addressed as follows:

- (1) SANTA ANA COLLEGE  
Occupational Therapy Assistant  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706  
ATTN: Fieldwork Coordinator

B. Notices to County shall be addressed as follows:

- (1) County Facility  
Address  
City, California, Zip code  
Attention: Chief Executive Officer
  
- (2) Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, California 90012  
Attention: Director, Contract Administration & Monitoring  
/  
/  
/  
/  
/  
/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Affiliate

By \_\_\_\_\_  
Signature

Peter J. Hardash  
Printed Name

Vice Chancellor  
Title Business Operations & Fiscal Services  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

Formagr:Advanced level  
EXHIBIT II  
GH\_8.20.10

EXHIBIT A  
OTA Fieldwork Services  
Advanced Level Training Program

1. Purpose: The affiliation authorized under this Exhibit A, allows students in an advanced training program from Santa Ana College to obtain practical clinical field experience in applied OTA Fieldwork services at the Health Services facilities indicated in Paragraph 3 of this Exhibit.

2. Supervision: The parties acknowledge that students under this agreement are advanced level and otherwise do not require Affiliate to provide an instructor as compared to training of other students by the County.

3. Preceptor/Student Ratio: A County Preceptor shall only mentor a maximum of two students or lesser number of students as permitted by law.

4. Clinical Field Work Experience: The advanced training programs requiring the clinical training experience shall include, but are not limited to, advanced practicing nursing students (e.g., nurse practitioner, clinical nurse specialist, nurse midwife, and registered nurse anesthetist; nursing students will be required to be licensed by the State Board for the advance practicing nurse training program), Physician Assistant, Physical Therapy, Occupational Therapy, Recreational Therapy, Speech and Audiology Therapy, Radiological Technology, Social Worker and Clinical Psychology.

The clinical training experience shall also include the Affiliate's undergraduate training programs for Assistant Physical Therapy, Assistant Occupational Therapy and Respiratory Therapy.

Affiliate represents that the clinical training experience fulfills a required portion of the total training program offered by the Affiliate.

5. Evaluation: At the end of each County fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), an evaluation of the program may be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 6 hereinbelow.

Affiliate shall provide preceptor with its required evaluation forms to be completed for each student in the clinical training experience.

6. Facilities: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC), Comprehensive Health Center, Health Center or County Health Services Program.

7. Types/Areas of Experience: The OTA Fieldwork experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in the application of students' training to clinical experience.
- b. Experience in direct patient services.
- c. Experience in interrelating with the total health care team at the facility.
- d. Experience in the use of equipment and supplies.
- e. Experience in following facility procedures.
- f. Experience in working under facility regulations.

- g. Experience with patient records and other required record keeping procedures.

The parties acknowledge The parties acknowledge and mutually agree that Affiliate shall be responsible for ensuring that the clinical training experience offered to Affiliate's advanced students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matter, etc.)

Formagr:Advanced  
EXHIBIT I  
GHI\_8.20.10

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract, and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**Attachment I**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

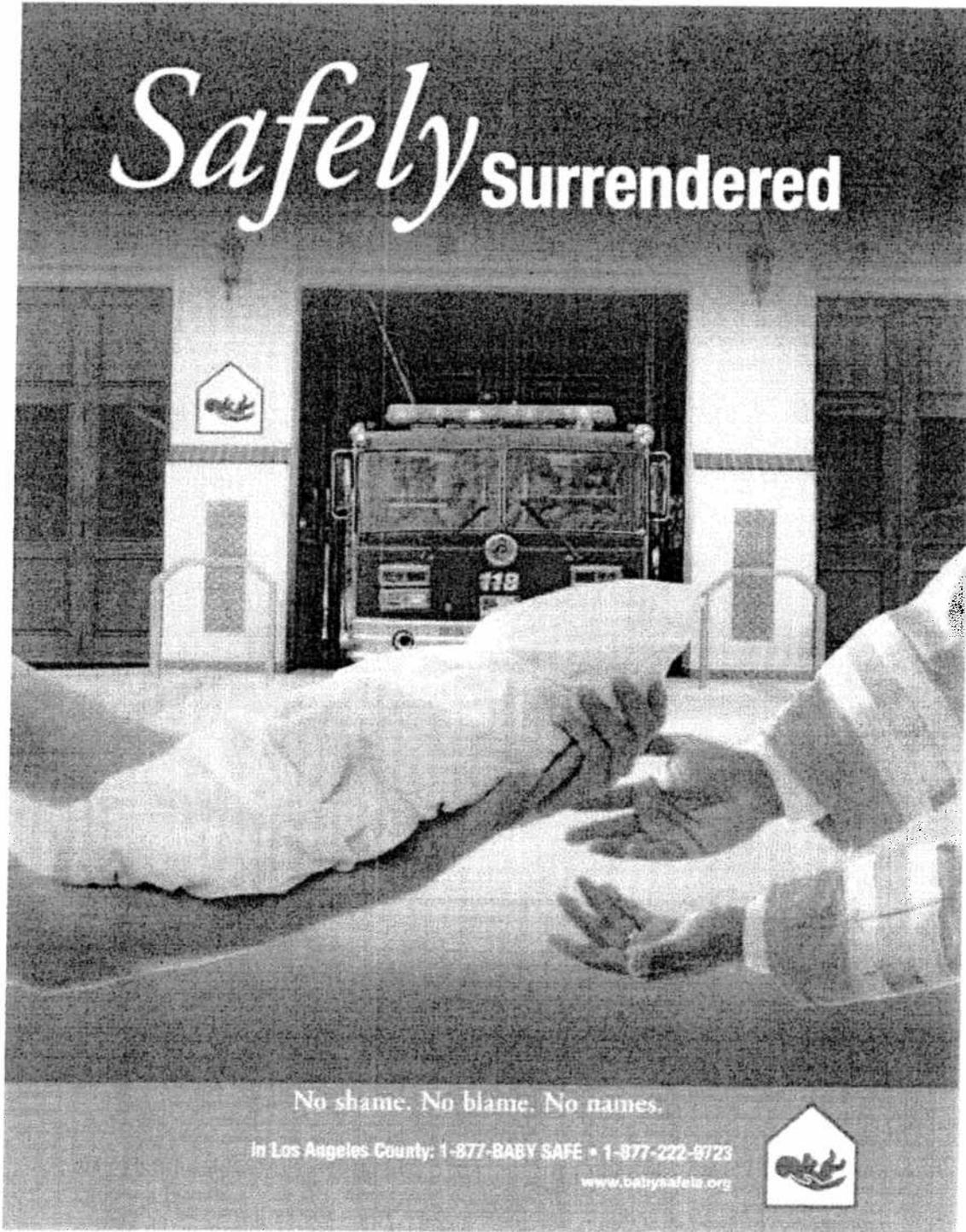
*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: <b>SAC 11-051</b>	Title:
Signature:	Date:

**SAFELY SURRENDERED BABY LAW**

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*SAC 11-051*



SAC 11-051

In Los Angeles County: 1 877 BABY SAFE 1 877 422 9723  
www.babysafe.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

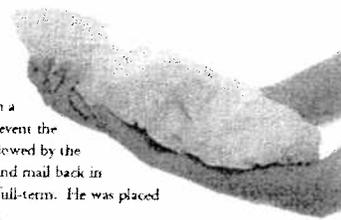
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

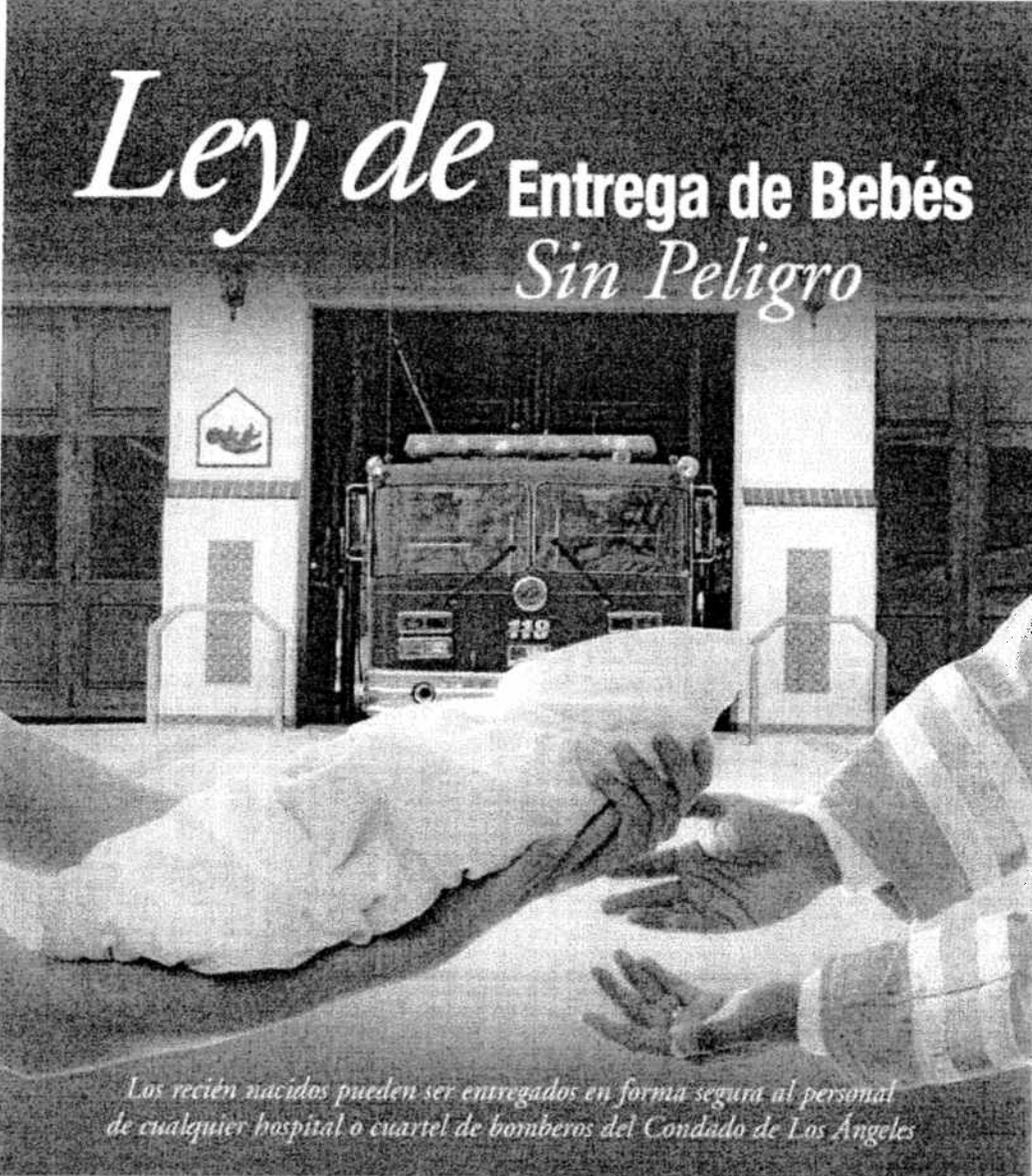
### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*

*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafeLA.org](http://www.babysafeLA.org)



SAC 11-051

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-322-8723

www.babySAFE.org

## Ley de Entrega de Bebés Sin Peligro

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregó recibirá un brazaletes igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan a través custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



### **Medical Health Screening**

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package available from .....

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually. Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Santa Ana College Community Services Program for Spring 2012	
Action:	Request For Approval	

**BACKGROUND**

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

**ANALYSIS**

The proposed Spring 2012 schedule offers 180 academic and professional development courses, personal enrichment and recreational activities for adults and children in the Santa Ana College service area. New marketing strategies introduced last year have proven successful in identifying and reaching the targeted audience for this fee-based program. These marketing approaches have yielded an overall enrollment increase of 17% over one year. In addition to stronger and more strategic marketing efforts, expansion of courses in the areas of computer technology, sustainable energy and classes targeting active adults seek to meet the demographic and diverse needs of this community. It is the intent to offer courses which generate revenue to help grow the SAC Community Services Program as well as serve our community.

**RECOMMENDATION**

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Spring 2012.

Fiscal Impact:	\$35,000 (estimated net income after expenses)	Board Date: November 14, 2011
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed. D., Dean of Student Affairs	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

## COMMUNITY SERVICES – SPRING 2012 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Active Adults</b>			
Chair Yoga	Pamela Buonanotte	\$59	60/40
Brain Fitness	Debbi Harper	\$29	60/40
Tai Chi	Bing Luh	\$59	60/40
Computers for Beginners	Phil Famolaro	\$59	60/40
Landscape Painting	Barbara Spies	\$79	60/40
Aqua Aerobics	Caren Reily	\$59	60/40
Fitness Conditioning	Exercise Science Staff	\$49	60/40
<b>Animal Care</b>			
Puppy Kindergarten	Dog Services Unlimited	\$74	60/40
Basic Dog Manners	Dog Services Unlimited	\$72	60/40
Dog Obedience	Dog Services Unlimited	\$86	60/40
<b>Around The Home</b>			
Furniture Upholstery	Pacino Dominguez	\$89	60/40
Interior Design	Tahani Omari	\$69	60/40
Electrical Repair	Phil Famolaro	\$99	60/40
Plumbing Repair	Phil Famolaro	\$99	60/40
<b>Arts &amp; Crafts</b>			
Floral Design	Jenk Floral	\$28	70/30
Jewelry Design	Brigitte Burns	\$29	60/40
Easy Knitting	Brigitte Burns	\$69	60/40
Sew Beautiful	Cheryl Guacci	\$79	60/40
Quilting	Cheryl Guacci	\$79	60/40
Bead Jewelry	Marilyn Morency	\$29	60/40
Fiber Art Jewelry	Marilyn Morency	\$29	60/40
Soap Making	Quayum Abdul	\$29	60/40
Candle Making	Quayum Abdul	\$29	60/40
Hand Painted Furniture	Barbara Spies	\$75	60/40
<b>Automotive</b>			
BAR Update	Doug Wilkes	\$295	60/40
CCDET Smoke Opacity	Tom Hogue	\$175	60/40
CCDET II – DEAM	Tom Hogue	\$175	60/40
EPA Certification	Tom Hogue	\$215	60/40
Bus Transportation Certification	Glenn Hammond	\$250	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
Basic Car Care	Doug Wilkes	\$59	60/40
<b>Business &amp; Careers</b>			
Solar Energy Training	Quayum Abdul	\$295	60/40
Live Scan Fingerprint Operator	National Training Center	\$129	60/40
How to Manage Rental Properties	Pat Larkin	\$49	60/40
You're On The Air – Voice-Overs	Such A Voice	\$29	60/40
How To Sell on eBay	Francis Greenspan	\$59	60/40
Grant Writing Fundamentals	John Drew	\$69	60/40
Social Media For Business	Todd Herschberg	\$149	60/40
Become A Wedding Official	Susan Vega	\$99	60/40
Home Based Web Hosting	Alberto Ortiz	\$89	60/40
HTML & CSS Web Design	Alberto Ortiz	\$89	60/40
Quickbooks & Taxes	Theresa Hagelbarger	\$129	\$35/hour
Build Your Own Website	Rounds & Miller Assoc.	\$39	60/40
Generate 2ND Income From Home	Rounds & Miller Assoc.	\$39	60/40
Cash In On Your Ideas & Inventions	Rounds & Miller Assoc.	\$39	60/40
Cart Vending	Gene Konstant	\$39	60/40

## COMMUNITY SERVICES – SPRING 2012 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Small Business Management Bootcamp	Gene Konstant	\$159	60/40
Identify Your Perfect Career	Sue Montelone	\$39	60/40
Become A Transaction Coordinator	Carrie Christensen	\$99	60/40
Become A Notary Public	NPS, Inc.	\$85	60/40
Renew Your Notary Commission	NPS, Inc.	\$49	60/40
Human Resources Certificate I	Pratt & Assoc.	\$189	60/40
Human Resources Certificate II	Pratt & Assoc.	\$139	60/40
Sexual Harassment Avoidance Training	Pratt & Assoc.	\$89	60/40
Small Business Bookkeeping & Taxes	Phil Famolaro	\$99	60/40
Child Visitation Monitor	Carrie Christensen	\$199	60/40
Getting Published	LeeAnne Krusemark	\$29	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing	LeeAnne Krusemark	\$15	60/40
Medical Front Office Certificate	Kris Patterson	\$105	60/40
How Start An In Home Family Care	Elisha Valentine	\$79	60/40
Become An Event Planner	Elisha Valentine	\$69	60/40
Become A New Citizen	Nicholas Quach	\$49	60/40
NASBITE/CGBP Prep	Madeline Grant	\$49	60/40
Medical Billing	Kris Patterson	\$189	60/40
Makeup 101	Michelle Jackson	\$65	60/40
Threading From A to Z	Sue Mikhael	\$89	60/40
Earn Money Teaching 50+	Debbi Harper	\$49	60/40
<b>College For Kids</b>			
English Composition	Phyllis Neal	\$59	60/40
Reading Development	Readwrite Education	\$89	\$35/hour
Math Development	Readwrite Education	\$89	\$35/hour
Speed Reading & Vocabulary Building	Readwrite Education	\$69	\$35/hour
Study Skills & Test Taking	Readwrite Education	\$59	\$35/hour
SAT Prep	Victoria Flores	\$94	\$35/hour
ACT Prep	Victoria Flores	\$94	\$35/hour
Mini Chefs	Sumati Ratanjee	\$79	60/40
Youth Basketball	Jonathan Emaguna	\$79	60/40
Guitar for Kids	Jeremy Keller	\$69	60/40
Write Your Way to An A	Aalyia Ali	\$69	60/40
Power Up! Self-Esteem	Erika Enz	\$89	60/40
Online Driver's Ed	Safety Driver's Education	\$55	60/40
Manners for Kids	Theresa Hagelbarger	\$59	60/40
Horse Camp	Cheryl Skidmore	\$55	60/40
Talk Your Way to Straight A's	Vandy Forrester	\$29	60/40
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Teen Make-Up & Skin Care	Michelle Jackson	\$39	60/40
Natural A's	Curtis Adney	\$39	60/40
<b>Computers</b>			
MS Applications	Debra Crowley	\$79	\$35/hour
Microsoft Word	Dori Dumon	\$79	\$35/hour
Microsoft Excel	Dori Dumon	\$79	\$35/hour
Web Design Fundamentals	Nancy Haugen	\$79	\$35/hour
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hour
Digital Photography	Debra Crowley	\$79	\$35/hour
Network Blogging	Kelly Lewis	\$79	\$35/hour
Computer Basics	Dori Dumon	\$39	\$35/hour
Introduction to Windows	Dori Dumon	\$39	\$35/hour
Introduction to Microsoft Word	Dori Dumon	\$49	\$35/hour

## COMMUNITY SERVICES – SPRING 2012 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Introduction to Microsoft Excel	Dori Dumon	\$49	\$35/hour
Managing Files	Dori Dumon	\$39	\$35/hour
Outlook E-mail & Calendar	Dori Dumon	\$39	\$35/hour
<b>Culinary Arts</b>			
The Flavors of India	Sumati Ratanjee	\$29	60/40
Sushi Made Easy	Dave Sobel	\$29	60/40
Cooking with Tarla	Tarla Fallgatter	\$29	60/40
The Healthy Pantry	Barb Sobel	\$29	60/40
Cupcake Craze	Jammie South	\$29	60/40
Creative Cuts	Bea Haggar	\$49	60/40
<b>Dance</b>			
Salsa	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Maddox	\$79	60/40
Strictly Tango	John Potter	\$59	\$30/hour
Night Club Dance	John Potter	\$59	\$30/hour
Ballroom Dance	John Potter	\$59	\$30/hour
Latin & Caribbean	Mike Figueroa	\$59	60/40
Advance Salsa	Mike Figueroa	\$59	60/40
Country Line Dance	John Potter	\$59	60/40
<b>Health, Fitness &amp; Beauty</b>			
Zumba Fitness	Jenise Soto	\$59	60/40
Yoga	Pamela Buonanotte	\$59	60/40
Open Court Badminton	Phuc Minh Le	\$29/\$44	60/40
Tai Chi-Yang Style	Bing Luh	\$30	60/40
Basic First Aid & CPR	Sabrina Bradley	\$25	60/40
Makeup & Skincare	Michelle Jackson	\$45	60/40
Feng Shui	Kathy Zimmerman	\$29	60/40
Libido through the Lifespan	Jenny Friend	\$69	60/40
Couples Massage	Barb Sobel	\$39/59	60/40
Head, Neck, Shoulder Massage	Barb Sobel	\$39/\$59	60/40
Fitness Conditioning	Exercise Science Staff	\$50	50/50
Football Conditioning	Geoff Jones	\$10	50/50
Wrestling Conditioning	Vince Silva	\$50	50/50
Embrace Your Life	Stuart Haskin	\$29	60/40
<b>Language</b>			
Conversational Spanish	Alicia Migliarini	\$79	60/40
Spanish For Travelers	Alicia Migliarini	\$79	60/40
<b>Money Matters</b>			
Extreme Couponing	Rounds & Miller Assoc.	\$29	60/40
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40
Master Your Money	Jalon O'Connell	\$44/\$66	60/40
Retirement Planning	John Robbins	\$49/\$69	60/40
Annuities	John Robbins	\$49/\$69	60/40
Mutual Funds	John Robbins	\$49/\$69	60/40
Passport To Retirement	Barbara Stowell	\$59/\$89	60/40
Women & Investment	Barbara Stowell	\$29/\$44	60/40
Navigating Scholarships	Stephanie Adams	\$39/\$59	60/40
<b>Music</b>			
Guitar For Adults	Jeremy Keller	\$79	60/40
Latin Percussions	Freddie Navas	\$79	60/40

## COMMUNITY SERVICES – SPRING 2012 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Online Career Training Programs</b>			
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
<b>Online Workshops</b>			
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
<b>Real Estate</b>			
Profiting with Foreclosures	Marshall Reddick	\$49/\$79	60/40
Real Estate Investing	Marshall Reddick	\$49/\$79	60/40
Tax Lien & Tax Deed Properties	Marshall Reddick	\$49/\$79	60/40
Programas De Modificación	Sandy Flores	\$10	60/40
<b>Special Interest</b>			
Alcohol & Drug Awareness	Pat Verwiel	\$40	50/50
14601 Suspended License Program	Berry Reed	\$255	40/60
Anger Management Program	Pat Verwiel	\$150	50/50
Stay Clean & Sober	Pat Verwiel	\$40	50/50
<b>Travel</b>			
Magic Castle	Good Times Travel	\$109	70/30
Hsi Lai Buddhist Temple	Good Times Travel	\$69	70/30
Flowers, Franciscans & Wine	Good Times Travel	\$69	70/30
San Diego Sunshine	Good Times Travel	\$89	70/30
Color Country Escape	Good Times Travel	\$499/\$629	70/30
Las Vegas Hotel & Casino	Good Times Travel	\$26/\$359	70/30

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

To: Board of Trustees	Date: November 14, 2011
Re: Approval of Santiago Canyon College Community Services Program, Spring 2012	
Action: Request for Approval	

**BACKGROUND**

The spring 2012 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 115 cost effective classes in the SCC service area.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached proposed Community Services Program for spring 2012.

Fiscal Impact: \$25,000 revenue	Board Date: November 14, 2011
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## Community Services – Spring 2012 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Animal Care</b>			
Basic Dog Manners	Dog Services Unlimited	\$75	60/40
<b>Around The Home &amp; Garden</b>			
Basic Home Repairs	Rick Longobart	\$89	50/50
Basic Plumbing Repairs	Rick Longobart	\$59	50/50
Interior Design for the Homeowner	Cynthia Albert	\$69	60/40
<b>Arts &amp; Crafts</b>			
Watercolor	Wendy Chang-Wu	\$69	60/40
Quick & Easy Sketching	Wendy Chang-Yu	\$69	60/40
Print Making for Fun	Deborah Goldman	\$100	60/40
Jewelry Design - Stringing	Phuong Nguyen	\$39	60/40
Jewelry Design – Hand-wiring	Phuong Nguyen	\$39	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$120	60/40
Calligraphy- Art of Hand-Lettering	Carolyn Canonico	\$79	60/40
<b>Career &amp; Business</b>			
Become a Notary Public	Notary Public Seminars	\$85	60/40
Become a Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renewing Notaries	Notary Public Seminars	\$49	60/40
How to Become a Mystery Shopper	Elaine Moran	\$39	60/40
Special Events/Wedding Planner	Farla Binder	\$44	60/40
Accounting for the Non-Accountants	Theresa Hagelbarger	\$89	60/40
Introduction to QuickBooks	Theresa Hagelbarger	\$99	60/40
Successful Home Based Business	Leeanne Krusemark	\$39	60/40
Word Processing Business	Leeanne Krusemark	\$39	60/40
Beginner's Guide to Getting Published	Leeanne Krusemark	\$39	60/40
Meet the Publisher	Leeanne Krusemark	\$19	60/40
Start Your Own Business	Diana Woo Sullivan	\$39	60/40
Introduction to Voiceovers	Voices for All	\$29	60/40
Professional Development/Land Surveyor	David Woolley	\$149	60/40
Backflow Prevention Devices	Marty Friebert	\$375	\$55/hour
Personal Fitness Trainer Certificate Program	W.I.T.S. Instructor	\$524	\$100/pp
Operations Management Certificate Program	Searchtec	\$936	35/65
• Management 101	Searchtec	\$195	35/65
• Quality Management	Searchtec	\$195	35/65
• Project Management	Searchtec	\$195	35/65
• Work Measurements/Cost Analysis	Searchtec	\$195	35/65
• Supply Chain Managements-Logistics	Searchtec	\$195	35/65
Forward Doing-Project Management	Searchtec	\$149	35/65
Human Resources Certification	Allison Pratt	\$199	60/40
• HR Functions	Allison Pratt	\$59	60/40
• Manage Diversity/Create Inclusion	Allison Pratt	\$59	60/40
• Employee Relations	Allison Pratt	\$59	60/40
• Avoid Litigation	Allison Pratt	\$59	60/40

## Community Services – Spring 2012 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>College for Kids</b>			
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Composition & Writing Skills	Phyllis Neal/Alpine Tutoring	\$59	60/40
Natural A's	Curtis Adney	\$49	60/40
Study Skills for Struggling Students	Alpine Tutoring	\$49	60/40
<b>Computers</b>			
Computers for Beginners	Dori Dumon	\$89	\$40/Hour
Windows Wizard	Dori Dumon	\$44	\$40/Hour
Managing Computer Files	Dori Dumon	\$44	\$40/Hour
Intro to Internet & Email	Dori Dumon	\$89	\$40/Hour
Microsoft Word - Part I	Don Dutton	\$89	\$40/Hour
Microsoft Word - Part II	Don Dutton	\$89	\$40/Hour
Introduction to Excel	Don Dutton	\$89	\$40/Hour
Introduction to Photoshop	Dori Dumon	\$89	\$40/Hour
Introduction to Web Design	Dori Dumon	\$89	\$40/Hour
Improving PC Performance	Robert Cohen	\$39	60/40
iPhones, iPads...and I'm Lost!	Robert Cohen	\$39	60/40
Facebook and Social Media	Robert Cohen	\$39	60/40
On-Line Courses	Education To Go	\$89-\$199	\$60/\$179
<b>Dance</b>			
Salsa	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Belly Dance	Joellen Larsen	\$59	60/40
Night Club Latin	John Potter	\$59	\$40/Hour
Strictly Ballroom	John Potter	\$59	\$40/Hour
Strictly Tango	John Potter	\$59	\$40/Hour
Dance at Your Wedding	John Potter	\$29/\$44	\$40/Hour
<b>Gem &amp; Jewelry Industry</b>			
The Jewelry Bench Explained	Lothar Vallot	\$35	60/40
Everything About Gems & Jewelry	Lothar Vallot	\$35	60/40
Jewelry Appraising Explained	Lothar Vallot	\$35	60/40
Gemstone Buyer Beware	John Eyre	\$35	60/40
Color Me Purple	John Eyre	\$35	60/40
What's New With Old Jewelry	Diana Cinamon-Sanders	\$35	60/40
<b>Health, Beauty &amp; Fitness</b>			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	Lindsay Klabacha	\$79	60/40
The Brain Class- A Blueprint for Brain Fitness	Debbi Harper	\$29	60/40
Head & Neck Shoulder Massage	Barbara Sobel	\$44	60/40
Evening of Massage	Barbara Sobel	\$69	60/40
Intuitive Eating	Heather Tarlow-Edwards	\$79	60/40

## Community Services – Spring 2012 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b>Language</b>			
Conversational Spanish	CALINK Institute	\$79	\$40/hour
Fast Fun French	Katherine Watson	\$59	60/40
Introduction to Italian Part I & Part II	Alpine Tutoring	\$69	60/40
<b>Medical Billing</b>			
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
<b>Money Matters</b>			
Retirement Planning	Charles Munoz	\$49/\$69	60/40
Financial Management Workshop	Jim Dumbeck	\$59	60/40
Building Your Financial Portfolio	Bobbie/Eric Christensen	\$39/\$59	60/40
Master Your Money	Jalon O'Connell	\$49/\$69	No Charge
Investment Bootcamp	Jalon O'Connell	\$39/\$59	No Charge
<b>Music</b>			
Beginning Guitar	Ron Gorman	\$89	50/50
Intermediate Guitar	Ron Gorman	\$89	50/50
Group Piano/ Keyboard	Ron Gorman	\$89	50/50
<b>Older Adult Classes</b>			
Quilting	Judy Schindelbeck	\$48	\$40/hour
Life Story Writing	Dawn Thurston	\$30/\$48	\$40/hour
Total Fitness	Jeff Nolasco	\$45/\$39	\$40/hour
Yoga for Everybody	Bobby Glicksir	\$64	\$40/hour
Basic Drawing	Eileen Clary	\$72	\$40/hour
Watercolor Painting	Eileen Clary	\$72	\$40/hour
<b>Personal Enrichment</b>			
What Were You Born To Do?	Curtis Adney	\$49	60/40
Dazzling Conversationalist	Vandye Forrester	\$29	No Charge
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Assertiveness Skills for Success	Nick Lazaris	\$29	60/40
<b>Real Estate</b>			
How to Sell Residential R.E.	Bob Lindquist	\$19	60/40
<b>Special Interest</b>			
CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
Sushi Made Easy	Dave & Barb Sobel	\$29	50/50
Basic Digital Cameras-Point & Shoot/SLR	Julie Diebolt Price	\$49	60/40
Digital Photography- Beyond the Basics	Julie Diebolt Price	\$79	60/40

## Community Services – Spring 2012 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
<b><i>Special Interest Continued</i></b>			
Digital Photography –iPhone Creations	Julie Diebolt Price	\$49	60/40
Lytro Camera Introduction	Julie Diebolt Price	\$39	60/40
<b>Test Preparation</b>			
SAT Preparation	Jayne Munoz/Joel Sheldon	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$55	50/50
<b>Travel</b>			
The Magic Castle	Good Times Travel	\$109	\$92-\$103pp
His Lai Buddhist Temple	Good Times Travel	\$69	\$52-\$63pp
Flowers, Franciscans & Wine Tasting	Good Times Travel	\$79	\$62-\$73pp
L.A. Getty Center	Good Times Travel	\$49	\$32-\$43pp
Las Vegas Treasure Islands	Good Times Travel	\$344/\$444	\$318-\$418pp
Color Country Escape	Good Times Travel	\$599/\$729	\$564-\$694pp

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Ratification of Santa Ana College Associate Degree and Certificates for Summer 2011	
Action:	Request for Ratification	

**BACKGROUND**

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

**ANALYSIS**

Santa Ana College awarded 255 Associate Degrees at the conclusion of the summer 2011 semester, 197 Associate in Arts and 58 Associate in Science. This is up 5 degrees from summer 2010 in which 250 Associate Degrees were conferred. The area that showed significant increase was Liberal Arts which increased from 124 degrees awarded in summer 2010 to 132 degrees awarded in summer 2011. The area that showed the most significant decrease was Paralegal which decreased from 9 degrees awarded in summer 2010 to 5 degrees awarded in summer 2011.

Santa Ana College awarded 277 Certificates of Achievement/Accomplishment at the conclusion of the summer 2011 semester. This is up 42 certificates from summer 2010 in which 235 Certificates of Achievement/Accomplishment were conferred. The area with the most significant increase in certificates was Public Fire Service which awarded 72 certificates at the conclusion of summer 2011 which increased from the 37 certificates awarded at the conclusion of summer 2010.

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the recipients of the Santa Ana College Associate Degree and Certificates for summer 2011 as presented on the attached.

Fiscal Impact:	None	Board Date: November 14, 2011
Prepared by:	Mark C. Liang, J.D., Associate Dean, Admissions and Records Sara Lundquist, Ph.D., Vice President, Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

Santa Ana College  
Degrees Awarded  
Summer 2011

MAJOR	2011
Accounting	3
Art	1
Automotive Technology	2
Biological Science	1
Business	
- Administration	22
- Applications and Technology	1
- Management	2
- Management - Entrepreneurship	2
Chemistry	4
Criminal Justice	1
Economics	2
Elementary Education	3
English	2
Engineering	
- Opt II- Archit/Civil Eng/Construction Drat&Design	1
- Engineering	1
Fire Technology	
- Fire Administration	1
- Chief Officer	2
- Medical Services Officer	1
- Prevention Officer	1
- Public Fire Service	19
Geography	1
Geology	1
Human Development	
- Preschool Child	2
International Business	1
Liberal Arts	132
Liberal Arts - University Transfer Studies	3
Management	4
Manufacturing Technology	
- CAD/CAM	1
- CNC Machine Set Up & Operation	1
- CNC Programmer A-Mastercam	1
Marketing	4
Medical Assistant	2
Music	1
Nursing - Reg. Nursing	5
Occupational Therapy Assistant	1
Paralegal	5
Pharmacy Technology	1
Physics	3
Psychology	3
Science	8
Sociology	2
Television/Video Communications	1
<b>TOTAL</b>	<b>255</b>

Santa Ana College  
Degrees Awarded  
Summer 2011

Male	119
Female	136
Associate of Arts	197
Associate of Science	58
Double Majors	22
Three or more majors	7

Santa Ana College  
Degrees Awarded  
Summer 2010 and Summer 2011

MAJOR	2010	2011
Accounting	3	3
Art	1	1
Art - Digital Media	1	0
Automotive Technology	1	2
Biological Science	1	1
Business		
- Administration	19	22
- Applications and Technology	1	1
- Management	0	2
- Management - Entrepreneurship	0	2
Chemistry	5	4
Criminal Justice	4	1
Economics	1	2
Elementary Education	3	3
English	1	2
Engineering		
- Civil Technology	1	0
- Opt II- Archit/Civil Eng/Construction Drat&Design	0	1
- Drafting and Design	1	0
- Engineering	1	1
Fire Technology		
- Fire Administration	3	1
- Chief Officer	3	2
- Medical Services Officer	1	1
- Prevention Officer	0	1
- Public Fire Service	23	19
Geography	0	1
Geology	0	1
History	3	0
Human Development		
- Preschool	2	2
International Business	2	1
Liberal Arts	124	132
Liberal Arts - University Transfer Studies	15	3
Library Technology	1	0
Management	0	4
Manufacturing Technology		
- CAD/CAM	0	1
- CNC Machine Set Up & Operation	0	1
- CNC Programmer A-Mastercam	0	1
Marketing	1	4
Medical Assistant	1	2
Music	0	1
Nursing - Registered Nursing	2	5
Occupational Therapy Assistant	1	1
Paralegal	9	5
Pharmacy Technology	0	1
Philosophy	1	0
Physics	1	3
Political Science	1	0
Psychology	3	3

Santa Ana College  
Degrees Awarded  
Summer 2010 and Summer 2011

Science	3	8
Sociology	1	2
Speech Language Pathology Assistant	1	0
Television/Video Communications	2	1
Welding Technology	2	0
<b>TOTAL</b>	<b>250</b>	<b>255</b>
Male	120	119
Female	103	136
Associate of Arts	200	197
Associate of Science	50	58
Double Majors	16	22
Three or more majors	5	7

Santa Ana College  
Certificates Awarded  
Summer 2011

MAJOR	2011
Accounting	1
- <i>Computerized - QuickBooks*</i>	1
- <i>Microsoft Dynamics for Financial Accounting*</i>	1
Art -	
- Crafts B - Glass Emphasis	1
- Digital Media Arts A-Graphic Design	2
Auto	
- Chassis Service	3
- <i>Drive Train Service*</i>	1
- Engine Performance and Electrical	3
- <i>Engine Service*</i>	1
Business Applications & Technology -	
- Digital Publishing	2
- Office Management	1
- <i>Spanish English Interpretation &amp; Translation*</i>	4
CIS -	
- <i>Help Desk*</i>	1
- <i>PC Maintenance and Troubleshooting*</i>	1
- <i>Web Page Designer*</i>	1
<i>Criminal Justice Corrections Officer *</i>	1
Computer Science	1
CSU General Education	100
Engineering -	
- Computer Aided Drafting and Design	1
<i>Exercise Science Sports Medicine*</i>	1
Fashion Design and Custom Clothing	
- Dressmaking and Alterations	1
Fire Technology -	
- Chief Officer	1
- Fire Administration	2
- <i>Medical Services Officer *</i>	1
- Public Fire Service	72
- <i>Prevention Officer*</i>	2
Human Development -	
- Infant/Toddler	1
- Preschool Child	1
International Business	1
IGETC General Education	25
Management -	
- <i>Human Resources *</i>	5
- <i>Supervision*</i>	2
Manufacturing Technology -	
- CNC Milling Machine Set Up & Operation	1
- Conventional Machining	1
- <i>Solidworks 3D *</i>	5
Marketing -	
- <i>Advertising*</i>	1
- <i>Professional Selling*</i>	1
<i>Medical Assistant - Administrative / Clinical*</i>	6
Paralegal	4

Santa Ana College  
Certificates Awarded  
Summer 2011

Pharmacy Technology	
- Advanced	2
- <i>Basic</i> *	9
Photography	1
Television/Video Communications -	
- <i>Media Studies</i> *	2
Welding Technology	2
<b>TOTAL</b>	<b>277</b>
Male	161
Female	116
Certificates of Achievement	230
<i>Certificates</i> *	47
Double Majors	8
Three or more majors	2

Santa Ana College  
 Certificates Awarded  
 Summer 2010 Summer 2011

MAJOR	2010	2011
Accounting	2	1
- <i>Computerized - QuickBooks*</i>	0	1
- <i>Microsoft Dynamics for Financial Accounting*</i>	0	1
Art		
- 3D Animation Art Emphasis	3	0
- Crafts B - Glass Emphasis	0	1
- Digital Media Arts A-Graphic Design	0	2
Auto		
- Chassis Service	0	3
- <i>Drive Train Service*</i>	0	1
- Engine Performance and Electrical	0	3
- <i>Engine Service*</i>	0	1
Business Applications & Technology		
- Digital Publishing	1	2
- <i>International Office *</i>	1	0
- Office Management	0	1
- <i>Spanish English Interpretation &amp; Translation*</i>	1	4
Computer Information Systems		
- <i>Help Desk *</i>	0	1
- <i>Networking*</i>	1	0
- <i>PC Maintenance and Troubleshooting*</i>	1	1
- <i>Web Page Designer*</i>	0	1
<i>Criminal Justice Corrections Officer *</i>	1	1
Computer Science	0	1
CSU General Education	109	100
Engineering		
- <i>Civil Technology</i>	1	0
- <i>Computer Aided Drafting &amp; Design</i>	0	1
- Opt II-Architectural/Civil Eng/Construction	2	0
- <i>Parametric 3D Solid Modeling CAD*</i>	1	0
<i>Exercise Science Sports Medicine*</i>	0	1
Fashion Design and Custom Clothing		
- Dressmaking and Alterations	0	1
Fire Technology		
- Chief Officer	2	1
- Fire Administration	2	2
- <i>Medical Services Officer *</i>	1	1
- Public Fire Service	37	72
- <i>Prevention Officer</i>	0	2
Human Development		
- Infant/Toddler	2	1
- Preschool Child	2	1
International Business	3	1
IGETC General Education	28	25
Management		
- <i>Human Resources *</i>	1	5
- <i>Supervision *</i>	0	2
Manufacturing Technology		
- CNC Lathe Set Up	2	0
- CNC Milling Set Up	0	1
- Conventional Machining	0	1

Santa Ana College  
Certificates Awarded  
Summer 2010 Summer 2011

- Programmer Mastercam	2	0
- <i>Solidworks 3D *</i>	1	5
Marketing		
- <i>Advertising*</i>	0	1
- <i>Professional Selling*</i>	1	1
<i>Medical Assistant - Administrative / Clinical*</i>	3	6
<i>Music Digital Music Production*</i>	6	0
Paralegal	6	4
Pharmacy Technology		
- Advanced	2	2
- <i>Basic *</i>	6	9
Photography	0	1
Television/Video Communications -		
- Television Production	1	0
- Broadcast Journalism	1	0
- <i>Media Studies*</i>	1	2
Welding Technology	1	2
<b>TOTAL</b>	<b>235</b>	<b>277</b>
Male	129	161
Female	97	116
Certificates of Achievement	209	230
<i>Certificates *</i>	26	47
Double Majors	9	8
Three or more majors	0	2

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>AWARD</u>	<u>MAJOR</u>	<u>HONORS</u>	<u>GPA</u>	<u>TERM</u>
Abe	Yumiko	AA	Business Administration	H	3.62	2011SU
Abundez	Ana	AA	Business Administration		2.57	2011SU
Aing	Borin	AA	Liberal Arts		3.38	2011SU
Alvarado	Laura	AS	Medical Assistant		3.1	2011SU
Amezcu	Maribel	AA	Liberal Arts		2.08	2011SU
Antunez	Elma	AA	Liberal Arts		3.45	2011SU
Aparicio	Ana	AA	Liberal Arts		3.26	2011SU
Arebalo	Kristina	AA	Human Development Preschool Child		2.39	2011SU
Armenta	Fernando	AA	Criminal Justice		2.82	2011SU
Armenta	Nubia	AA	Entrepreneurship		3.12	2011SU
Arriaga	Miguel	AA	Liberal Arts		2.9	2011SU
Avina	Pedro	AA	Geography		2.52	2011SU
Ayala	Araceli	AA	Liberal Arts		2.57	2011SU
Ayala	Blanca	AA	Liberal Arts		2.71	2011SU
Bales	Matthew	AA	Liberal Arts		2.46	2011SU
Barber	Andrea	AA	Business Administration	H	3.58	2011SU
Barber	Andrea	AA	Liberal Arts	H	3.58	2011SU
Barcen	Ivette	AA	Liberal Arts		2.4	2011SU
Barrera Garcia	Maracruz	AA	Liberal Arts		2.77	2011SU
Beavor	Adam	AS	Fire Technology Public Fire Service		3.11	2011SU
Bernal	Cintha	AA	Liberal Arts		2.4	2011SU
Bernal	Victoria	AA	Liberal Arts	H	3.69	2011SU
Biber	Sarah	AA	Geology	H	3.77	2011SU
Biber	Sarah	AS	Science	H	3.77	2011SU
Blanco	Christopher	AA	Liberal Arts		2.74	2011SU
Blanco	Gerzon	AA	Liberal Arts		2.54	2011SU
Bordador	Maria	AA	Business Administration		3.3	2011SU
Boyer	Caleb	AA	Liberal Arts		2.27	2011SU
Broadwater	Jeremy	AS	Fire Technology Public Fire Service	H	3.65	2011SU
Buccowich	Maxwell	AS	Fire Technology Public Fire Service		3.43	2011SU
Cabello	Margarita	AA	Business Administration		2.48	2011SU
Cabello	Margarita	AA	Liberal Arts		2.48	2011SU
Calamateos	Jose	AA	Business Administration		2.46	2011SU
Calderon	Jonathan	AS	Science		2.7	2011SU
Cao	Tai	AS	Manufacturing CNC Machine Set Up & Operation		3.16	2011SU
Cao	Yen	AA	Business Administration		3.08	2011SU
Carrera	Esther	AA	Liberal Arts		3.18	2011SU
Carson Hernandez	Grace	AA	Liberal Arts		2.74	2011SU
Castillo	Jacob	AA	Liberal Arts		3.08	2011SU

Castillo	Jesus	AA	Liberal Arts		2.35	2011SU
Castillo	Michael	AS	Fire Technology Public Fire Service	HH	3.82	2011SU
Cazares	Merissa	AA	Paralegal		2.33	2011SU
Cervantes	Michael	AA	Liberal Arts		2.13	2011SU
Cisneros	Gerardo	AA	Business Management		3.46	2011SU
Coleman	Nicole	AA	Liberal Arts	H	3.69	2011SU
Conner	Jasmine	AA	Liberal Arts		2.3	2011SU
Cordoba	Briceyda	AA	Liberal Arts		2.25	2011SU
Correa	Sabrina	AA	Liberal Arts		2.85	2011SU
Cruz	Brenda	AA	Elementary Education		2.97	2011SU
Cruz	Brenda	AA	Liberal Arts		2.97	2011SU
Deaquino	Raquel	AA	Liberal Arts		2.97	2011SU
Diaz	Patricia	AS	Registered Nursing		3.13	2011SU
Do	Quyen	AA	Marketing		3.07	2011SU
Donado Fernandez	Nilda	AA	Liberal Arts		3.34	2011SU
Dong	Thuy	AA	Liberal Arts		3.05	2011SU
Dorris	Shannan	AA	Liberal Arts		3.28	2011SU
Escobar	Juan	AA	Liberal Arts		2.91	2011SU
Felipe	Frank	AA	Liberal Arts		2.29	2011SU
Felipe	Frank	AA	Sociology		2.29	2011SU
Flores	Karen	AA	Liberal Arts		3.15	2011SU
Flores-Alvarez	Miraha	AA	Liberal Arts		3.04	2011SU
Ford	Ian	AA	Liberal Arts	HH	3.9	2011SU
Forman	Justin	AS	Fire Technology Public Fire Service		2.63	2011SU
Freiboth	Leticia	AA	Liberal Arts	HH	3.85	2011SU
Gamboa	Ralph	AS	Engineering		3.32	2011SU
Garcia	Edith	AA	Liberal Arts		3.11	2011SU
Garcia	Florangelica	AA	Liberal Arts		2.42	2011SU
Garcia	Jorge	AA	Business Administration		3.3	2011SU
Garcia	Lisania	AA	Liberal Arts		2.73	2011SU
Garo	Sophia	AA	Liberal Arts		2.82	2011SU
Garretson	Charles	AA	Liberal Arts		2.41	2011SU
Gonzalez	Johnny	AA	Liberal Arts	H	3.55	2011SU
Gonzalez	Luis	AA	Liberal Arts		2.75	2011SU
Gonzalez	Sandy	AA	Liberal Arts		2.78	2011SU
Grajeda Martinez	Jose	AA	Liberal Arts		2.38	2011SU
Guardado	Juan	AA	Liberal Arts		3.09	2011SU
Guccione	Dean	AS	Fire Technology Chief Officer	H	3.57	2011SU
Guccione	Dean	AS	Fire Administration	H	3.57	2011SU
Guccione	Dean	AS	Fire Technology Medical Services Officer	H	3.57	2011SU

Guerra	Angel	AA	Liberal Arts		3.09	2011SU
Guerra	Angel	AA	Psychology		3.09	2011SU
Gurrola	Tanya	AA	Liberal Arts		2.47	2011SU
Gurrola	Tanya	AS	Science		2.47	2011SU
Gutierrez	Elizabeth	AA	Liberal Arts	H	3.76	2011SU
Gutierrez	Yazmin	AA	Liberal Arts		3.11	2011SU
Guzman	Sonia	AA	Liberal Arts		3.48	2011SU
Ha	Hao	AS	Registered Nursing		3.9	2011SU
Hammad	Christian	AA	Liberal Arts		2.94	2011SU
Hancock	Michael	AS	Fire Technology Public Fire Service		3.47	2011SU
Harmon	Brett	AS	Fire Technology Public Fire Service	H	3.51	2011SU
Hernandez	Genaro	AS	Medical Assistant		3.11	2011SU
Hernandez	Jose	AA	Liberal Arts		2.88	2011SU
Hernandez	Kathya	AA	Liberal Arts		2.57	2011SU
Hernandez	Marco	AS	Engineering Computer Aided Drafting and Design		3.37	2011SU
Hernandez	Marvis	AA	Art		2.48	2011SU
Hill	Roberta	AS	Registered Nursing		2.11	2011SU
Ho	Thanh	AA	Liberal Arts	HH	3.81	2011SU
Ho	Thanh	AS	Chemistry	HH	3.81	2011SU
Ho	Thanh	AS	Science	HH	3.81	2011SU
Howland	Spencer	AA	Liberal Arts		3.18	2011SU
Huynh	Cindy	AA	Liberal Arts		2.91	2011SU
Huynh	Cindy	AS	Biological Science		2.91	2011SU
Huynh	Cindy	AS	Science		2.91	2011SU
Imboden	West	AA	Paralegal		3.37	2011SU
Johnson	Berenice	AA	Human Development Preschool Child		2.6	2011SU
Kennard	Brett	AS	Fire Technology Public Fire Service		3.06	2011SU
Kenz	Brian	AS	Fire Technology Public Fire Service		2.7	2011SU
Kurz	Krysta	AA	Elementary Education		2.71	2011SU
Lamers	Mark	AA	Business Management	H	3.47	2011SU
Landau	Allison	AA	Liberal Arts		2.97	2011SU
Larue	Jeffrey	AS	Fire Technology Public Fire Service		3.42	2011SU
Le	Terry	AA	Management		2.57	2011SU
Lehart	Stephen	AS	Automotive Technology		3.01	2011SU
Leonard	Paul	AS	Fire Technology Public Fire Service		3.1	2011SU
Lewis	David	AA	Paralegal		3.42	2011SU
Lopez	America	AA	Liberal Arts		2.53	2011SU
Lopez	Lydia	AA	Liberal Arts		2.21	2011SU
Lopez	Mark	AA	Liberal Arts		2.65	2011SU
Lopez	Noemi	AA	Liberal Arts		2.55	2011SU

Macias	Jesus	AA	Economics		3.29	2011SU
Marin	Alejandra	AA	Liberal Arts		3.25	2011SU
Martinez	Enrique	AA	Liberal Arts		3.06	2011SU
McKelvy	Matthew	AS	Fire Technology Public Fire Service		3.05	2011SU
Medina	Jennifer	AA	Liberal Arts	H	3.72	2011SU
Melendez	Jonathan	AA	Liberal Arts		3.22	2011SU
Melroy	Hasti	AA	Liberal Arts		3.23	2011SU
Mendoza	Ana	AA	Sociology		2.85	2011SU
Mendoza	Efrain	AA	Liberal Arts	H	3.53	2011SU
Mendoza	Efrain	AS	Manufacturing Technology CAD/CAM	H	3.53	2011SU
Mendoza	Efrain	AS	Manufacturing CNC Programmer	H	3.53	2011SU
Mendoza	Victor	AA	Marketing		2.51	2011SU
Meza	Saul	AS	Physics		2.82	2011SU
Mijares	Matthew	AA	Liberal Arts		2.63	2011SU
Modine	Matthew	AA	Television/Video Communications		2.75	2011SU
Monroe	Robert	AA	Liberal Arts		2.34	2011SU
Moran	Maribel	AA	Liberal Arts		2.41	2011SU
Moreno	Dulce	AA	Economics		2.55	2011SU
Moreno	Dulce	AA	Liberal Arts		2.55	2011SU
Moskal	Jennifer	AS	Occupational Therapy Assistant		3.49	2011SU
Muniz	Angel	AA	Liberal Arts		2.9	2011SU
Munoz	Rocio	AA	Liberal Arts	HH	3.8	2011SU
Munoz	Rocio	AA	Psychology	HH	3.8	2011SU
Natelborg	Matthew	AS	Fire Technology Public Fire Service		3.22	2011SU
Navarro	Gerardo	AA	Business Administration		2.67	2011SU
Navarro	Gerardo	AA	Liberal Arts		2.67	2011SU
Nguyen	Anh	AA	Business Administration	HH	3.9	2011SU
Nguyen	Helena	AA	Liberal Arts University Transfer Studies	H	3.76	2011SU
Nguyen	Helena	AS	Chemistry	H	3.76	2011SU
Nguyen	Helena	AS	Science	H	3.76	2011SU
Nguyen	Hoa	AA	Liberal Arts		2.75	2011SU
Nguyen	Long	AA	Business Administration	H	3.63	2011SU
Nguyen	Marcel	AS	Registered Nursing		3.04	2011SU
Nguyen	Ngoc	AA	Business Applications and Technology		3.44	2011SU
Nguyen	Peter	AS	Registered Nursing		3.2	2011SU
Nguyen	Rick	AA	Music	HH	3.84	2011SU
Nguyen	Tam	AA	Liberal Arts		3.26	2011SU
Nguyen	Tam	AS	Physics		3.26	2011SU
Nguyen	Tien	AA	Business Administration	H	3.61	2011SU
Nguyen	Tien	AA	Liberal Arts	H	3.61	2011SU

Nguyen	Tuan	AA	Business Administration		2.64	2011SU
Nguyen	Uyenly	AA	Accounting		2.94	2011SU
Nguyen	Vy	AA	Liberal Arts		3.48	2011SU
Nguyen	Yen	AA	Business Administration	H	3.76	2011SU
Nguyen	Yen	AA	Liberal Arts	H	3.76	2011SU
Nichols	Brian	AS	Fire Technology Public Fire Service		2.49	2011SU
Noyola	Moises	AS	Engineering Architectural/Civil/Construction		3	2011SU
Ocampo	Isahi	AA	Liberal Arts		2.54	2011SU
Osorio	Dolores	AA	Liberal Arts		2.88	2011SU
Pan	Hui	AA	Liberal Arts		2.85	2011SU
Pantaleon	Wendy	AA	Liberal Arts		2.77	2011SU
Parker	Alexi	AA	Liberal Arts	H	3.7	2011SU
Pauna	Maria	AA	Accounting		3.46	2011SU
Penning	Kellen	AA	Liberal Arts		2.83	2011SU
Penuelas	Lilia	AA	Liberal Arts		3.25	2011SU
Perez	Hugo	AA	Liberal Arts		2.53	2011SU
Petry	Michelle	AA	Liberal Arts		2.95	2011SU
Pham	Minh Trang	AS	Chemistry	HH	3.86	2011SU
Pham	Minh Trang	AS	Science	HH	3.86	2011SU
Pineda	Marisela	AA	Liberal Arts		2.38	2011SU
Pirzada	Yusuf	AA	Paralegal		2.62	2011SU
Prunean	David	AS	Fire Technology Public Fire Service		2.85	2011SU
Quinonez	Arlene	AA	Liberal Arts		2.64	2011SU
Ramirez	Christina	AA	Liberal Arts		2.33	2011SU
Ramirez	Erik	AA	Liberal Arts		3.16	2011SU
Ramos	Silvestre	AA	Business Administration		2.68	2011SU
Randolph	Matthew	AA	Liberal Arts		3.279	2011SU
Razo	Mark	AA	Accounting		2.79	2011SU
Reyes	Bridgette	AA	Business Administration		2.97	2011SU
Reyes	Bridgette	AA	Liberal Arts		2.97	2011SU
Reyes	Desiree	AA	Management		2.74	2011SU
Reyes	Michelle	AA	Liberal Arts		2.83	2011SU
Richards	Jayson	AS	Fire Technology Public Fire Service		3	2011SU
Rivera	David	AA	Liberal Arts		2.78	2011SU
Rocks	Leslie	AA	Liberal Arts		3.12	2011SU
Rodriguez	Alely	AA	Elementary Education		3.13	2011SU
Rodriguez	Alely	AA	Liberal Arts		3.13	2011SU
Rodriguez	Benito	AA	Entrepreneurship		2.95	2011SU
Rodriguez	Benito	AA	International Business		2.95	2011SU
Rodriguez	Benito	AA	Management		2.95	2011SU

Rodriguez	Benito	AA	Marketing		2.95	2011SU
Rodriguez	David	AS	Fire Technology Prevention Officer		2.8	2011SU
Rodriguez	Javier	AA	Liberal Arts		2.77	2011SU
Rodriguez	Victoria	AA	Business Administration		3.32	2011SU
Rojas	Luis	AA	Liberal Arts		2.84	2011SU
Rosas	Jacqueline	AA	Liberal Arts		2.51	2011SU
Saavedra	Esther	AA	Liberal Arts		3.22	2011SU
Sakata	Sherry	AS	Pharmacy Technology		3.18	2011SU
Salazar	Daniel	AA	Liberal Arts		2.86	2011SU
Salinas	Antonio	AA	Liberal Arts		3.25	2011SU
Salinas	Daniel	AA	Liberal Arts		3.04	2011SU
Sanchez	Ruben	AA	Liberal Arts		2.57	2011SU
Sandoval	Maricruz	AA	Business Administration		2.52	2011SU
Sandoval	Maricruz	AA	Liberal Arts		2.52	2011SU
Santana	Pedro	AS	Engineering		3.1	2011SU
Santiago	Inex	AA	Liberal Arts		2.92	2011SU
Saucedo	Francisco	AA	Liberal Arts		2.51	2011SU
Schulenburg	Erik	AA	Liberal Arts		2.99	2011SU
Schulenburg	Erik	AS	Fire Technology Public Fire Service		2.99	2011SU
Silva	David	AA	Liberal Arts		2.66	2011SU
Sorto	Alvaro	AA	Business Administration		2.62	2011SU
Soto	David	AA	Liberal Arts		3.3	2011SU
Soto	Karla	AA	Liberal Arts University Transfer Studies		3.47	2011SU
Soto	Karla	AA	Psychology		3.47	2011SU
Steele	Jeffrey	AS	Fire Technology Public Fire Service		2.79	2011SU
Stokes	John	AA	Liberal Arts		3.19	2011SU
Stokes	John	AS	Fire Technology Chief Officer		3.19	2011SU
Stokes	John	AS	Fire Technology Public Fire Service		3.19	2011SU
Tazari	Afshin	AA	Paralegal		2.53	2011SU
Tran	Minh	AS	Chemistry		3.07	2011SU
Tran	Phuong	AA	Liberal Arts		3.09	2011SU
Tran	Tam	AA	Liberal Arts		3.35	2011SU
Trang	Heang	AA	Liberal Arts		2.79	2011SU
Trejo	Johana	AA	Liberal Arts		2.86	2011SU
Trinh	Phuc	AA	Liberal Arts		3.12	2011SU
Tuladhar	Bipna	AA	Liberal Arts	H	3.55	2011SU
Turk	Daniel	AA	Liberal Arts	HH	3.96	2011SU
Ulloa	Mayra	AA	Liberal Arts		3.3	2011SU
Umuhire	Delphine	AA	Liberal Arts		3.24	2011SU
Umuhire	Delphine	AS	Physics		3.24	2011SU

Umuhire	Delphine	AS	Science		3.24	2011SU
Urias	Mayra	AA	Liberal Arts		3.1	2011SU
Valdez	Jacquelyne	AA	Business Administration		3.05	2011SU
Valdez	Rochelle	AA	Liberal Arts University Transfer Studies		2.96	2011SU
Valdez	Victoria	AA	Liberal Arts		2.93	2011SU
Valencia	Aurora	AA	Liberal Arts		2.74	2011SU
Van	Tommy	AA	Business Administration		2.44	2011SU
Vega	Moises	AA	Liberal Arts		2.44	2011SU
Velarde	Javeth	AA	Business Administration		2.56	2011SU
Venegas	Jasmin	AA	Liberal Arts		2.21	2011SU
Villalobos	Cindy	AA	Liberal Arts		2.29	2011SU
Walsh	Sarah	AA	Liberal Arts		3.47	2011SU
Walsh	Stephen	AS	Automotive Technology	H	3.7	2011SU
Weisman	Lynda	AA	Liberal Arts	H	3.57	2011SU
Whitmire	Jozelle	AA	Management	HH	3.84	2011SU
Whitmire	Jozelle	AA	Marketing	HH	3.84	2011SU

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>AWARD</u>	<u>MAJOR</u>	<u>GPA</u>	<u>TERM</u>
Aguilar	Jesus	CA	Fire Technology Public Fire Service	2.4	2011SU
Aing	Borin	CA	CSU General Education	3.38	2011SU
Akers	Bradley	CA	Fire Technology Public Fire Service	3.89	2011SU
Alcala	Jorge	CA	Fire Technology Public Fire Service	3	2011SU
Amezcuca	Maribel	CA	CSU General Education	2.08	2011SU
Antolin	Priscilla	CA	CSU General Education	2.21	2011SU
Antunez	Elma	CA	CSU General Education	3.45	2011SU
Aparicio	Laura	CA	CSU General Education	2.35	2011SU
Araoz	Matt	CA	Fire Technology Public Fire Service	2.64	2011SU
Arriaga	Miguel	CA	CSU General Education	2.9	2011SU
Avalos Lopez	Rosa	CA	CSU General Education	2.62	2011SU
Ayala	Araceli	CA	CSU General Education	2.57	2011SU
Ayala	Blanca	CA	CSU General Education	2.71	2011SU
Bales	Matthew	CA	CSU General Education	2.46	2011SU
Banchiere	Nicholas	CA	Fire Technology Public Fire Service	3.89	2011SU
Barber	Andrea	CA	CSU General Education	3.58	2011SU
Barcenas	Ivette	CA	CSU General Education	2.4	2011SU
Beal	Daniel	CA	Fire Technology Public Fire Service	3.91	2011SU
Beavor	Adam	CA	Fire Technology Public Fire Service	3.11	2011SU
Bello	Luis	CA	IGETC General Education	3.54	2011SU
Beltran	Jesse	CA	Fire Technology Public Fire Service	3.02	2011SU
Bennett	Jamison	CA	Fire Technology Public Fire Service	2.93	2011SU
Bernal	Cinthya	CA	CSU General Education	2.4	2011SU
Blackwell	Mary	CA	Business Applications Digital Publishing	4	2011SU
Blanco	Gerzon	CA	CSU General Education	2.54	2011SU
Boyd	Theodore	CA	Fire Technology Public Fire Service	2.65	2011SU
Brakefield	Joshua	CA	Fire Technology Public Fire Service	4	2011SU
Broadwater	Jeremy	CA	Fire Technology Public Fire Service	3.65	2011SU
Brosser	Letitia	CA	Fashion Dressmaking and Alterations	3.63	2011SU
Buccowich	Maxwell	CA	Fire Technology Public Fire Service	3.43	2011SU
Buxton	Lauren	CA	IGETC General Education	3.15	2011SU
Cabello	Margarita	CA	CSU General Education	2.48	2011SU
Cabrera	Melannie	CA	IGETC General Education	3.72	2011SU
Calamateos	Jose	CA	CSU General Education	2.46	2011SU
Cao	Yen	CA	CSU General Education	3.08	2011SU
Carrera	Esther	CA	IGETC General Education	3.18	2011SU
Carson Hernandez	Grace	CA	CSU General Education	2.74	2011SU
Casillas	Oscar	CA	Fire Technology Public Fire Service	3.08	2011SU
Castillo	Jacob	CA	CSU General Education	3.08	2011SU

Castillo	Jesus	CA	IGETC General Education	2.35	2011SU
Castillo	Michael	CA	Fire Technology Public Fire Service	3.82	2011SU
Catlin	Troy	CA	Fire Technology Public Fire Service	3.42	2011SU
Chacon	Robert	CA	Fire Technology Public Fire Service	2.53	2011SU
Coleman	Nicole	CA	CSU General Education	3.69	2011SU
Contreras	Brayan	CA	Automotive Technology Chassis Service	2.5	2011SU
Cordoba	Briceyda	CA	CSU General Education	2.25	2011SU
Correa	Sabrina	CA	CSU General Education	2.85	2011SU
Cruz	Brenda	CA	CSU General Education	2.97	2011SU
Curtis	Jonathan	CA	Welding	2.62	2011SU
Da Silva	Renato	CA	International Business	1.93	2011SU
Dalton	Evan	CA	Fire Technology Public Fire Service	2.55	2011SU
Dam	Loi	CA	CSU General Education	2.54	2011SU
Dever	Teresa	CA	Crafts Glass Emphasis	3.19	2011SU
Diaz	Adrian	CA	Fire Technology Public Fire Service	3.02	2011SU
Dong	Thuy	CA	CSU General Education	3.05	2011SU
Drake	Connor	CA	Fire Technology Public Fire Service	3.9	2011SU
Duriez	Rodolfo	CA	IGETC General Education	2.05	2011SU
Eisenbach	Jill	CA	Paralegal	3.16	2011SU
Ellithorpe	Talon	CA	Fire Technology Public Fire Service	4	2011SU
Escobar	Alejandro	CA	CSU General Education	3.13	2011SU
Escobar	Juan	CA	CSU General Education	2.91	2011SU
Esmerio	Cesar	CA	Fire Technology Public Fire Service	3.84	2011SU
Espindola	Mario	CA	Fire Technology Public Fire Service	2.76	2011SU
Fahmy	Amir	CA	Fire Technology Public Fire Service	3.13	2011SU
Felipe	Frank	CA	CSU General Education	2.29	2011SU
Figueroa	Aldo	CA	IGETC General Education	3.04	2011SU
Flores	Jesus	CA	CSU General Education	2.71	2011SU
Flores	Karen	CA	IGETC General Education	3.15	2011SU
Flores-Alvarez	Miraha	CA	IGETC General Education	3.04	2011SU
Forman	Justin	CA	Fire Technology Public Fire Service	2.63	2011SU
Gaitan	Christian	CA	Art Digital Media Graphic Design	3.27	2011SU
Gamboa	Ralph	CA	IGETC General Education	3.32	2011SU
Garcia	Edith	CA	CSU General Education	3.11	2011SU
Garcia	Florangelica	CA	CSU General Education	2.42	2011SU
Garreans	Jeffrey	CA	Fire Technology Public Fire Service	3.76	2011SU
Garretson	Charles	CA	CSU General Education	2.41	2011SU
Gilbert	Tylor	CA	Fire Technology Public Fire Service	3.6	2011SU
Goeken	Michael	CA	CSU General Education	2.97	2011SU
Gomez	Andrea	CA	CSU General Education	2.69	2011SU

Gonzalez	Erik	CA	Automotive Technology Chassis Service	3.08	2011SU
Gonzalez	Estephanie	CA	IGETC General Education	3.1	2011SU
Gonzalez	Luis	CA	CSU General Education	2.75	2011SU
Gonzalez	Sandy	CA	IGETC General Education	2.78	2011SU
Gracia	Alexander	CA	Fire Technology Public Fire Service	3.07	2011SU
Greenwood	Taylor	CA	Fire Technology Public Fire Service	3.75	2011SU
Guardado	Juan	CA	IGETC General Education	3.09	2011SU
Guccione	Dean	CA	Fire Technology Chief Officer	3.57	2011SU
Guccione	Dean	CA	Fire Administration	3.57	2011SU
Guerra	Angel	CA	CSU General Education	3.09	2011SU
Gustavson	James	CA	Computer Science	4	2011SU
Gutierrez	Elizabeth	CA	CSU General Education	3.76	2011SU
Gutierrez	Elizabeth	CA	IGETC General Education	3.76	2011SU
Hadland	Nicholas	CA	Fire Technology Public Fire Service	2.97	2011SU
Hammad	Christian	CA	CSU General Education	2.94	2011SU
Hara	Ann	CA	Paralegal	3.77	2011SU
Harmon	Brett	CA	CSU General Education	3.51	2011SU
Harmon	Brett	CA	Fire Technology Public Fire Service	3.51	2011SU
Hart	Jeremiah	CA	Fire Technology Public Fire Service	3.65	2011SU
Heiman	Rory	CA	Fire Technology Public Fire Service	3.9	2011SU
Henry	Roger	CA	Fire Technology Public Fire Service	2.45	2011SU
Hernandez	Jose	CA	CSU General Education	2.88	2011SU
Hernandez	Kathya	CA	CSU General Education	2.57	2011SU
Hernandez	Marco	CA	Engineering Computer Aided Drafting and Design	3.37	2011SU
Hervey	Tanya	CA	CSU General Education	2.26	2011SU
Ho	Thanh	CA	IGETC General Education	3.81	2011SU
Huggins	Carol	CA	Business Applications Digital Publishing	4	2011SU
Huynh	Cindy	CA	CSU General Education	2.91	2011SU
Johnson	Berenice	CA	Human Development Preschool Child	2.6	2011SU
Johnson	Steven	CA	Fire Technology Public Fire Service	3.85	2011SU
Kanca	Andre	CA	Fire Technology Public Fire Service	3.63	2011SU
Kang	Christine	CA	CSU General Education	2.73	2011SU
Kennard	Brett	CA	Fire Technology Public Fire Service	3.06	2011SU
Kenz	Brian	CA	Fire Technology Public Fire Service	2.7	2011SU
King	Jacob	CA	Fire Technology Public Fire Service	2.71	2011SU
Kochen	James	CA	CSU General Education	3.15	2011SU
Larue	Jeffrey	CA	Fire Technology Public Fire Service	3.42	2011SU
Lazicki	Forrestt	CA	Fire Technology Public Fire Service	3.12	2011SU
Lee	Brian	CA	Pharmacy Technology Advanced	3.2	2011SU
Lehart	Stephen	CA	Automotive Technology Engine Performance & Electrical	3.01	2011SU

Leiva	Ovidio	CA	Automotive Technology Chassis Service	2.86	2011SU
Leiva	Ovidio	CA	Automotive Technology Engine Performance & Electrical	2.86	2011SU
Leonard	Paul	CA	Fire Technology Public Fire Service	3.1	2011SU
Lewis	David	CA	Paralegal	3.42	2011SU
Lopez	Adam	CA	Fire Technology Public Fire Service	3.6	2011SU
Lopez	America	CA	CSU General Education	2.53	2011SU
Lopez	Lydia	CA	CSU General Education	2.21	2011SU
Lopez	Mark	CA	CSU General Education	2.65	2011SU
Lopez	Noemi	CA	CSU General Education	2.55	2011SU
Ly	Bach	CA	Welding	3.02	2011SU
Marin	Alejandra	CA	IGETC General Education	3.25	2011SU
Martinez	Enrique	CA	CSU General Education	3.06	2011SU
Martinez	Juan	CA	Accounting	2.79	2011SU
Martinez	Steven	CA	Fire Technology Public Fire Service	2.45	2011SU
Mattiaccio	Matias	CA	Fire Technology Public Fire Service	3.16	2011SU
Mc Dermott	Clayton	CA	Fire Technology Public Fire Service	3.05	2011SU
McDaniel	Thomas	CA	Fire Technology Public Fire Service	3.59	2011SU
McKelvy	Matthew	CA	Fire Technology Public Fire Service	3.05	2011SU
Medina	Elizabeth	CA	CSU General Education	2.99	2011SU
Medina	Jennifer	CA	CSU General Education	3.72	2011SU
Mente	Mychal	CA	Fire Technology Public Fire Service	3.7	2011SU
Mijares	Matthew	CA	CSU General Education	2.63	2011SU
Moran	Maribel	CA	CSU General Education	2.41	2011SU
Munoz	Rocio	CA	CSU General Education	3.8	2011SU
Navarro	Gerardo	CA	CSU General Education	2.67	2011SU
Ngo	Haley	CA	CSU General Education	2.85	2011SU
Nguyen	Helena	CA	IGETC General Education	3.76	2011SU
Nguyen	Phuc	CA	CSU General Education	3.21	2011SU
Nguyen	Quan	CA	Manufacturing CNC Milling Machine Set Up & Operation	2.54	2011SU
Nguyen	Rick	CA	IGETC General Education	3.84	2011SU
Nguyen	Tien	CA	CSU General Education	3.61	2011SU
Nguyen	Tuan	CA	CSU General Education	2.64	2011SU
Nguyen	Vy	CA	IGETC General Education	3.48	2011SU
Nichols	Brian	CA	Fire Technology Public Fire Service	2.49	2011SU
Noel	Ian	CA	Fire Technology Public Fire Service	3.26	2011SU
Oneill	Thomas	CA	Fire Technology Public Fire Service	3.32	2011SU
Padilla	Britney	CA	CSU General Education	3.17	2011SU
Padilla	Christine	CA	CSU General Education	2.33	2011SU
Pantaleon	Wendy	CA	CSU General Education	2.77	2011SU
Parker	Alexi	CA	CSU General Education	3.7	2011SU

Parker	Max	CA	Fire Technology Public Fire Service	3.62	2011SU
Paulite	Brandon	CA	Fire Technology Public Fire Service	2.97	2011SU
Penuelas	Lilia	CA	CSU General Education	3.25	2011SU
Perez	Johana	CA	IGETC General Education	2.36	2011SU
Pham	Allan	CA	Fire Technology Public Fire Service	3.23	2011SU
Pham	Minh Trang	CA	IGETC General Education	3.86	2011SU
Pitts	Robert	CA	Fire Technology Public Fire Service	2.58	2011SU
Price	Jared	CA	Fire Technology Public Fire Service	2.62	2011SU
Prunean	David	CA	Fire Technology Public Fire Service	2.85	2011SU
Quezada	Lilia	CA	Human Development Infant Toddler	3.84	2011SU
Quinonez	Arlene	CA	CSU General Education	2.64	2011SU
Ramirez	Christina	CA	CSU General Education	2.33	2011SU
Ramirez	Erik	CA	CSU General Education	3.16	2011SU
Ramirez	Juan	CA	Fire Technology Public Fire Service	3.78	2011SU
Ramos	Silvestre	CA	CSU General Education	2.68	2011SU
Renteria	Adrian	CA	Business Applications Office Management	3.34	2011SU
Reyes	Bridgette	CA	CSU General Education	2.97	2011SU
Reyes	Michelle	CA	CSU General Education	2.83	2011SU
Richards	Jayson	CA	Fire Technology Public Fire Service	3.21	2011SU
Rivas	Tiphani	CA	CSU General Education	3.44	2011SU
Rivera	David	CA	CSU General Education	2.78	2011SU
Roach	Andrew	CA	Fire Technology Public Fire Service	3.62	2011SU
Rodriguez	Alely	CA	CSU General Education	3.13	2011SU
Rojas	Luis	CA	CSU General Education	2.84	2011SU
Rosas	Jacqueline	CA	CSU General Education	2.51	2011SU
Saavedra	Esther	CA	CSU General Education	3.22	2011SU
Sakata	Sherry	CA	Pharmacy Technology Advanced	3.18	2011SU
Sanchez	Ruben	CA	CSU General Education	2.57	2011SU
Sandoval	Maricruz	CA	CSU General Education	2.52	2011SU
Santiago	Inex	CA	CSU General Education	2.92	2011SU
Santoyo	Sylvia	CA	CSU General Education	2.31	2011SU
Sarinana	Javier	CA	Manufacturing Conventional Machining	3.64	2011SU
Saucedo	Francisco	CA	CSU General Education	2.51	2011SU
Shields	Josh	CA	Fire Technology Public Fire Service	2.83	2011SU
Soto	David	CA	CSU General Education	3.3	2011SU
Soto	Karla	CA	CSU General Education	3.47	2011SU
Soto	Sara	CA	CSU General Education	2.66	2011SU
Steele	Jeffrey	CA	CSU General Education	2.79	2011SU
Steele	Jeffrey	CA	Fire Technology Public Fire Service	2.79	2011SU
Stephens	Grant	CA	Fire Administration	3.09	2011SU

Stewart	Kevin	CA	Fire Technology Public Fire Service	3.91	2011SU
Swanson	Sean	CA	Fire Technology Public Fire Service	3.33	2011SU
Tazari	Afshin	CA	Paralegal	2.53	2011SU
Tomasick	James	CA	Fire Technology Public Fire Service	3.88	2011SU
Torrento	Jose	CA	Photography	1.97	2011SU
Tran	Phuong	CA	CSU General Education	3.09	2011SU
Tran	Quynh	CA	CSU General Education	3.78	2011SU
Tran	Tam	CA	IGETC General Education	3.35	2011SU
Trang	Heang	CA	CSU General Education	2.79	2011SU
Trinh	Phuc	CA	IGETC General Education	3.12	2011SU
Tuladhar	Bipna	CA	CSU General Education	3.55	2011SU
Udink	Brandon	CA	Fire Technology Public Fire Service	2.77	2011SU
Ulloa	Mayra	CA	CSU General Education	3.3	2011SU
Umuhire	Delphine	CA	CSU General Education	3.24	2011SU
Urquidez	Rosa	CA	CSU General Education	2.43	2011SU
Valdez	Rochelle	CA	CSU General Education	2.96	2011SU
Valdez	Victoria	CA	IGETC General Education	2.93	2011SU
Valencia	Aurora	CA	IGETC General Education	2.74	2011SU
Van	Tommy	CA	CSU General Education	2.44	2011SU
Van Such	Adam	CA	Fire Technology Public Fire Service	3.09	2011SU
Vartanian	Blake	CA	Fire Technology Public Fire Service	3.79	2011SU
Vega	Jose	CA	CSU General Education	2.85	2011SU
Vega	Moises	CA	CSU General Education	2.44	2011SU
Venegas	Jasmin	CA	CSU General Education	2.21	2011SU
Villagomez	Hector	CA	CSU General Education	2.42	2011SU
Voorheis	Daniel	CA	Fire Technology Public Fire Service	2.91	2011SU
Walsh	Sarah	CA	CSU General Education	3.47	2011SU
Walsh	Stephen	CA	Automotive Technology Engine Performance & Electrical	3.7	2011SU
Wedin	Matthew	CA	Fire Technology Public Fire Service	3.44	2011SU
Wiencek	Thomas	CA	Art Digital Media Graphic Design	3.53	2011SU
Zolner	Brandon	CA	Fire Technology Public Fire Service	2.08	2011SU

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>AWARD</u>	<u>MAJOR</u>	<u>GPA</u>	<u>TERM</u>
Alvizo	Martha	CERT	Management Supervision	3.68	2011SU
Antunez	Luz	CERT	Medical Assistant	2.63	2011SU
Aslam	Abu Rehan	CERT	Solidworks 3D Solid Modeling	4	2011SU
Bridges	Lari	CERT	Computerized Accounting Quickbooks	3.2	2011SU
Bunning	Donald	CERT	Solidworks 3D Solid Modeling	3.89	2011SU
Chau	Minhchau	CERT	Management Human Resource	2.94	2011SU
Chau	Minhchau	CERT	Management Supervision	2.94	2011SU
Cortes	Cristian	CERT	Television/Video Media Studies	3	2011SU
Dinh	Jenny	CERT	Medical Assistant	2.57	2011SU
Espinoza	Magaly	CERT	Management Human Resource	3.41	2011SU
Ganan	Christine	CERT	Pharmacy Technology Basic	2.57	2011SU
Gonzalez	Jessica	CERT	Management Human Resource	3.75	2011SU
Gourdou	Nguyen	CERT	Solidworks 3D Solid Modeling	3.81	2011SU
Groves	William	CERT	Solidworks 3D Solid Modeling	3.75	2011SU
Guccione	Dean	CERT	Fire Technology Medical Services Officer	3.57	2011SU
Guccione	Dean	CERT	Fire Technology Prevention Officer	3.57	2011SU
Hernandez	Jose	CERT	Criminal Justice Corrections Officer	3	2011SU
Le	Nina	CERT	Pharmacy Technology Basic	3.43	2011SU
Lee	Brian	CERT	Pharmacy Technology Basic	3.2	2011SU
Leiva	Ovidio	CERT	Automotive Technology Engine Service	2.86	2011SU
Leshin	Kimberly	CERT	Pharmacy Technology Basic	2.23	2011SU
Lopez	Jonathon	CERT	Medical Assistant	2.19	2011SU
Loyola	Blanca	CERT	Spanish/English Interpretation & Translation	3.48	2011SU
Ly	Nhu	CERT	Pharmacy Technology Basic	3.53	2011SU
Madu	Chinwe	CERT	Pharmacy Technology Basic	3.39	2011SU
Morales	Nadia	CERT	Pharmacy Technology Basic	3.8	2011SU
Nguyen	Huyen	CERT	Microsoft Dynamics for Financial Accounting	3.35	2011SU
Nguyen	Lisa	CERT	Pharmacy Technology Basic	2.8	2011SU
Ortiz	Antonio	CERT	Computer Information System Web Page Designer	3.11	2011SU
Oyarzabal	Karla	CERT	Spanish/English Interpretation & Translation	2.94	2011SU
Palacios	Victor	CERT	Spanish/English Interpretation & Translation	2.5	2011SU
Perez	Jose	CERT	Exercise Science Sports Medicine	2.37	2011SU
Pino	Addy	CERT	Computer Information System Help Desk	3.17	2011SU
Pino	Addy	CERT	PC Maintenance and Troubleshooting	3.17	2011SU
Puente	Veronica	CERT	Medical Assistant	2.77	2011SU
Rios	Diana	CERT	Medical Assistant	3.3	2011SU
Rodriguez	Erica	CERT	Management Human Resource	3.5	2011SU
Rodriguez	Lydia	CERT	Medical Assistant	3.46	2011SU
Rodriguez	Rodrigo	CERT	Television/Video Media Studies	2.58	2011SU

Simmons	Steven	CERT	Pharmacy Technology Basic	3.46	2011SU
Solorio	Jaime	CERT	Marketing Advertising	3.61	2011SU
Solorio	Jaime	CERT	Marketing Professional Selling	3.61	2011SU
Tran	Anh	CERT	Solidworks 3D Solid Modeling	3.9	2011SU
Valle	Sergio	CERT	Fire Technology Prevention Officer	4	2011SU
Vargas Jorge	Ana	CERT	Spanish/English Interpretation & Translation	2.9	2011SU
Villanueva	Gustavo	CERT	Management Human Resource	2.32	2011SU
Walsh	Stephen	CERT	Automotive Technology Drive Train	3.7	2011SU

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Ratification of SCC Associate Degrees and Certificates Awarded in Summer 2011	
Action:	Request for Action	

**BACKGROUND**

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

**ANALYSIS**

Santiago Canyon College awarded 100 associate degrees in summer 2011, as compared to 126 in summer 2010. The most significant change was seen in the area of Liberal Arts. With the phasing out of Liberal Arts and Liberal Arts: University Transfer Studies degrees, the numbers in those programs decrease. Combining all of the Liberal Arts programs the total number of degrees decreased by 26 compared to summer 2010.

Santiago Canyon College awarded 306 Certificates of Achievement in summer 2011, as compared to 166 in summer 2010. The most significant increases were seen in several apprenticeship programs including Apprenticeship Barbering, Apprenticeship Cosmetology, Apprenticeship Electricity Power Lineman, and Apprenticeship Surveying Chief of Party. These increases are a direct result of a decision made that students did not need to initiate a petition to graduate to earn a Certificate of Achievement. Instead, the department can identify students that have completed the requirements for a Certificate of Achievement and complete a petition to graduate for the student. A notable decrease is seen in CSU General Education Breadth which is a reflection of the decrease in degrees awarded.

A total of 12 certificates were awarded in summer 2011, as compared to 18 in summer 2010. The most notable change is in seen in the area of Cosmetology. This is expected with the deactivation of this program.

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the recipients of the associate degrees, certificates of achievement, and certificates for the summer 2011 as presented.

Fiscal Impact: None	Board Date: November 14, 2011
Prepared by: John C. Hernandez, Ph.D., Vice President of Student Services	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



# **Santiago Canyon College**

**SUMMER 2011**

**Student Names  
Associate Degrees**

# Santiago Canyon College

## Graduate File Listing

Summer 2011

August 2011

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AA	Liberal Arts: Arts, Humanities and Communication	Anderson	Dyanne			
AA	Liberal Arts: Arts, Humanities and Communication	Anderson	Nicholas			
AA	Liberal Arts: Social and Behavioral Sciences	Anderson	Nicholas			
AA	Liberal Arts: Arts, Humanities and Communication	Bea	Stephanie			
AA	Liberal Arts: Arts, Humanities and Communication	Blumhorst	Alyssa			
AA	Liberal Arts: Mathematics and Science	Branson	Jennifer	With High Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Brinnon	Faith			
AS	Physic	Bui	Steven			
AA	Liberal Arts: Mathematics and Science	Calderon	Jonathan			
AA	Liberal Arts: University Transfer Studies	Calva Ordonez	Ana			
AA	History	Campos	Jesse			
AA	Liberal Arts: Social and Behavioral Sciences	Campos	Jesse			
AA	Liberal Arts: Arts, Humanities and Communication	Cargill	Sara			
AS	Cosmetology	Caro	Jacqueline	With Honors		
AA	Liberal Arts: Social and Behavioral Sciences	Cervantes	Stacey			
AA	General Marketing	Christian	Sonet			
AA	Liberal Arts: Arts, Humanities and Communication	Christy	David	With Honors		
AA	General Marketing	Clapper	Emily	With Honors	Departmental Honors	President's Scholar
AA	Liberal Arts: Arts, Humanities and Communication	Coulter	Matthew			
AA	Liberal Arts	Dapello	Eric			
AA	Liberal Arts: Arts, Humanities and Communication	Debenedetto	Michael			
AA	Liberal Arts	Douthit	Lisa	With Honors		
AA	Liberal Arts: Mathematics and Science	Duarte	Stephanie	With Honors		President's Scholar
AA	Liberal Arts: Arts, Humanities and Communication	Edwards	Erika	With Honors		President's Scholar
AA	Psychology	Ervine	Kelsey			
AA	Liberal Arts: Arts, Humanities and Communication	Famouri	Ariana			
AA	Liberal Arts: University Transfer Studies	Farris	Shana			
AA	Psychology	Flores	David			
AA	Liberal Arts: Arts, Humanities and Communication	France	Coni			
AS	Water Utility Science: Water Treatment	Gangloff	Richard			
AA	Liberal Arts: Mathematics and Science	Ghofranian	Atoosa	With Honors		
AA	Liberal Arts: Mathematics and Science	Ghorbani	Ramin			
AA	Liberal Arts: Social and Behavioral Sciences	Gomez	Luis			
AA	Art	Grady	Martha			
AA	Liberal Arts: University Transfer Studies	Grady	Martha			
AA	Liberal Arts: Social and Behavioral Sciences	Griffiths	Jeffrey			
AA	Geography	Hastings	Brittany			
AA	Liberal Arts: Arts, Humanities and Communication	Hastings	Brittany			
AA	Liberal Arts: Arts, Humanities and Communication	Hawa	Tawfik			

# Santiago Canyon College

## Graduate File Listing

Summer 2011

August 2011

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AA	Liberal Arts: Social and Behavioral Sciences	Hermann	Nathan			
AA	Political Science	Hoerauf	Graham	With High Honors	Departmental Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Holmstrom	Kyle			
AA	Liberal Arts: Mathematics and Science	Holton	Chasley			
AA	Liberal Arts: Arts, Humanities and Communication	Isnasious	Sally			
AA	Business Administration	James	Jonathon			
AA	Business Administration	Johnson	Grace			
AA	Liberal Arts: Arts, Humanities and Communication	Knapp	Donna			
AA	Political Science	LaBounty	Robert	With Honors		
AA	Liberal Arts: Mathematics and Science	Langston	Krista			
AA	Modern Languages	Larios	Marla			
AA	Liberal Arts: Arts, Humanities and Communication	Lavington	Mikaela			
AA	Liberal Arts: Social and Behavioral Sciences	Lawrence	Stephen			
AA	Liberal Arts: Arts, Humanities and Communication	Lay	Kyle			
AA	Liberal Arts: Arts, Humanities and Communication	Leicher	Madeline			
AA	Liberal Arts: Mathematics and Science	Lopez	Julio			
AA	Business Administration	Lopez	Nancy			
AA	Liberal Arts: Arts, Humanities and Communication	Lozano	Raymond			
AA	Liberal Arts: Arts, Humanities and Communication	Marthaller	Jacob	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	McCaughin	Brooke			
AA	Liberal Arts: Arts, Humanities and Communication	Montijo	Jenna	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Morales	Gabriela	With High Honors		President's Scholar
AA	Liberal Arts: Arts, Humanities and Communication	Morrow	Alisa			
AA	Economics	Nabelsi	Sarah	With High Honors		President's Scholar
AA	Liberal Arts: Mathematics and Science	Nabelsi	Sarah	With High Honors		President's Scholar
AA	Liberal Arts: Arts, Humanities and Communication	Olbright	Jenna			
AS	Gemology	Prah	Aaron			
AA	Liberal Arts: Arts, Humanities and Communication	Ramirez	Alvaro			
AA	Liberal Arts: Social and Behavioral Sciences	Regan	Michael			
AA	Business Administration	Reissmueller	Erich			
AA	Business Administration	Rivkind	Eric			
AS	Public Works Management	Rogers	Christopher			
AA	Liberal Arts: Mathematics and Science	Rose	Pamala			
AA	Economics	Saggu	Shawn			
AA	Liberal Arts: Arts, Humanities and Communication	Salas	Jesus			
AA	Liberal Arts	Scarborough	Jennifer			
AA	Liberal Arts: University Transfer Studies	Semaan	Rana			
AA	Liberal Arts: Arts, Humanities and Communication	Sharma	Pooja			
AA	Liberal Arts: Arts, Humanities and Communication	Shiels	Felix			

**Santiago Canyon College**  
Graduate File Listing

Summer 2011

August 2011

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AS	Biological Science	Spangenberg	Elizabeth	With High Honors	Departmental Honors	
AA	Liberal Arts: Mathematics and Science	Spangenberg	Elizabeth	With High Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Spurgin	Sarah	With Honors		
AA	Liberal Arts: University Transfer Studies	Stone	Grayson			
AS	Survey/Mapping Sciences: Land Surveying	Su	Yu			
AA	Liberal Arts: Arts, Humanities and Communication	Swearingen	Stephen			
AA	Liberal Arts: University Transfer Studies	Tang	Vivian			
AS	Biological Science	Te	Brian			
AS	Physic	Te	Brian			
AA	Liberal Arts: Arts, Humanities and Communication	Terry	Paul			
AA	Liberal Arts: Social and Behavioral Sciences	Terry	Paul			
AA	Liberal Arts: Arts, Humanities and Communication	Tillman	Danielle			
AA	Liberal Arts: Arts, Humanities and Communication	Vargas	Andrea			
AA	Liberal Arts: Arts, Humanities and Communication	Vergiels	Guy			
AA	Psychology	Vermilyea	Quentin			
AA	Liberal Arts: Mathematics and Science	Vlatkovich	Kelsey			
AS	Gemology	Wallace	G			
AA	Liberal Arts: Arts, Humanities and Communication	Walls	Richard			
AA	Liberal Arts: Arts, Humanities and Communication	Welty	Justin			
AA	Psychology	Wilcox	Charles			
AA	Liberal Arts: Social and Behavioral Sciences	Wilkerson	Brian			
AA	Liberal Arts: Arts, Humanities and Communication	Wolfe	Thomas			



# **Santiago Canyon College**

**SUMMER 2011**

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

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship Electricity - Industrial	Adame	Anthony
CA	Intersegmental General Educational Transfer Curriculum	Adamson	Quinn
CA	Apprenticeship Electricity - Power Lineman	Aguilar	Luis
CA	Apprenticeship Electricity - Industrial	Ahrns	John
CA	Apprenticeship Electricity - Power Lineman	Alcala	Ramiro
CERT	Marketing: Advertising	Almira	Nicole
CA	Intersegmental General Educational Transfer Curriculum	Anderson	Dyanne
CA	Calif. State Univ. General Education Breadth	Anderson	Nicholas
CA	Apprenticeship - Barbering	Armenta	G
CA	Apprenticeship Electricity - Power Lineman	Armstrong	Cody
CA	Apprenticeship Surveying - Chief of Party	Atkins	Ryan
CA	Apprenticeship - Barbering	Avery	Mark
CA	Apprenticeship Electricity - Industrial	Avina	Gerardo
CA	Apprenticeship - Barbering	Badwah	Shawn
CA	Apprenticeship Electricity - Power Lineman	Baker	Tyler
CA	Apprenticeship - Barbering	Barragan	Luis
CA	Apprenticeship Electricity - Power Lineman	Bartley	Eric
CA	Intersegmental General Educational Transfer Curriculum	Bea	Stephanie
CA	Apprenticeship Electricity - Power Lineman	Belcher	Jeffrey
CA	Apprenticeship Surveying - Chief of Party	Blazek	Benjamin
CA	Apprenticeship Surveying - Chief of Party	Blea	Jeff
CA	Apprenticeship Electricity - Power Lineman	Blevins	Steve
CA	Intersegmental General Educational Transfer Curriculum	Blumhorst	Alyssa
CA	Calif. State Univ. General Education Breadth	Branson	Jennifer
CA	Apprenticeship Electricity - Power Lineman	Brazel	Trevor
CA	Calif. State Univ. General Education Breadth	Brinnon	Faith
CA	Apprenticeship Electricity - Power Lineman	Brixy	Wyatt
CA	Apprenticeship Electricity - Power Lineman	Brown	Danny
CA	Apprenticeship - Cosmetology	Brown	Jaime
CA	Apprenticeship Electricity - Power Lineman	Bryant	Christopher
CA	Intersegmental General Educational Transfer Curriculum	Bui	Steven
CA	Apprenticeship Electricity - Power Lineman	Burleson	Eric
CA	Apprenticeship Electricity - Power Lineman	Burton	Justin
CA	Apprenticeship Electricity - Power Lineman	Byrd	Chris
CA	Intersegmental General Educational Transfer Curriculum	Calderon	Jonathan
CA	Calif. State Univ. General Education Breadth	Calva Ordonez	Ana
CA	Intersegmental General Educational Transfer Curriculum	Campos	Jesse
CA	Apprenticeship - Barbering	Cardenas	Cynthia

CA = Certificate of Achievement (state approved)

CERT = Certificate

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship Electricity - Power Lineman	Carey	Chris
CA	Apprenticeship Electricity - Sound Installer	Carey	Chris
CA	Calif. State Univ. General Education Breadth	Cargill	Sara
CA	Apprenticeship Electricity - Power Lineman	Cartwright	Brandon
CA	Intersegmental General Educational Transfer Curriculum	Castellanos-Mcke	Sean
CA	Apprenticeship Electricity - Power Lineman	Castillo	Rudy
CA	Apprenticeship Surveying - Chief of Party	Cavanaugh	Raymond
CA	Apprenticeship Surveying - Chief of Party	Chagaris	Jason
CERT	Management: Supervision	Christian	Sonet
CERT	Marketing: General Marketing	Christian	Sonet
CA	Calif. State Univ. General Education Breadth	Christy	David
CA	Apprenticeship Electricity - Industrial	Collins	Oliver
CA	Apprenticeship Electricity - Industrial	Condon	James
CA	Cosmetology	Contreras	Augustine
CA	Apprenticeship Electricity - Industrial	Cordova	Robert
CA	Apprenticeship Electricity - Power Lineman	Corrales	Alfredo
CA	Apprenticeship - Cosmetology	Coury	Benjamin
CA	Cosmetology	Covarrubias	Oswaldo
CA	Apprenticeship Electricity - Power Lineman	Cyr	Joseph
CA	Apprenticeship Surveying - Chief of Party	Dalton	Jesse
CA	Apprenticeship Surveying - Chief of Party	De Haro	Oswaldo
CA	Calif. State Univ. General Education Breadth	Debenedetto	Michael
CA	Survey/Mapping Sciences: Land Surveying	Diffley	James
CA	Intersegmental General Educational Transfer Curriculum	Duarte	Stephanie
CERT	Survey/Mapping Sciences: Land Surveying Technician	Duncan	James
CA	Intersegmental General Educational Transfer Curriculum	Edwards	Erika
CA	Intersegmental General Educational Transfer Curriculum	Ellevold	Karen
CA	Gemology	Elliott	Jerri
CA	Calif. State Univ. General Education Breadth	Ervine	Kelsey
CA	Apprenticeship Electricity - Power Lineman	Estrada	Paul
CA	Apprenticeship Surveying - Chief of Party	Everard	Chad
CA	Intersegmental General Educational Transfer Curriculum	Famouri	Ariana
CA	Calif. State Univ. General Education Breadth	Farris	Shana
CA	Apprenticeship Electricity - Industrial	Favela	Michael
CA	Apprenticeship Surveying - Chief of Party	Fernandez	Roger
CA	Apprenticeship Electricity - Power Lineman	Fischer	Todd
CA	Calif. State Univ. General Education Breadth	France	Coni
CA	Apprenticeship Electricity - Power Lineman	Freeland	Todd

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CERT = Certificate

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship Surveying - Chief of Party	Froman	William
CA	Apprenticeship Electricity - Power Lineman	Gaige	Clint
CA	Calif. State Univ. General Education Breadth	Garay	Lea
CA	Apprenticeship Surveying - Chief of Party	Garcia	Daniel
CA	Apprenticeship Electricity - Power Lineman	Garcia	Jose
CA	Apprenticeship Surveying - Chief of Party	Garcia	Mario
CA	Apprenticeship Electricity - Power Lineman	Garcia	Salvador
CA	Water Utility Science: Water Distribution	Garrett	Glenn
CA	Water Utility Science: Water Treatment	Garrett	Glenn
CA	Apprenticeship Electricity - Power Lineman	Ghering	Tadd
CA	Intersegmental General Educational Transfer Curriculum	Ghofranian	Atoosa
CA	Intersegmental General Educational Transfer Curriculum	Ghorbani	Ramin
CA	Cosmetology	Goetz	Ashley
CA	Apprenticeship - Cosmetology	Goldenberger	Sasha
CA	Calif. State Univ. General Education Breadth	Gomez	Luis
CA	Apprenticeship Electricity - Power Lineman	Gonzales	Branden
CA	Apprenticeship - Barbering	Gonzalez	Maria
CA	Apprenticeship Electricity - Power Lineman	Goodwin	Kenneth
CA	Apprenticeship Electricity - Power Lineman	Gorham	Duane
CA	Calif. State Univ. General Education Breadth	Grady	Martha
CA	Apprenticeship Electricity - Power Lineman	Grammer	Mason
CA	Apprenticeship Electricity - Power Lineman	Gregory	Brian
CERT	Television/Video Communication: Media Studies	Griffith	Timothy
CA	Calif. State Univ. General Education Breadth	Griffiths	Jeffrey
CA	Public Works: Construction Inspection	Gross	Murray
CA	Apprenticeship Electricity - Industrial	Guillen	Kyle
CA	Apprenticeship Electricity - Power Lineman	Guizar	James
CA	Apprenticeship Electricity - Power Lineman	Hair	Michael
CA	Calif. State Univ. General Education Breadth	Hastings	Brittany
CA	Calif. State Univ. General Education Breadth	Hawa	Tawfik
CA	Apprenticeship Electricity - Power Lineman	Hawks	Timothy
CA	Apprenticeship Electricity - Power Lineman	Heckermann	Mathew
CA	Calif. State Univ. General Education Breadth	Hermann	Nathan
CA	Intersegmental General Educational Transfer Curriculum	Hermann	Nathan
CA	Apprenticeship Electricity - Power Lineman	Hernandez	Eduardo
CA	Apprenticeship - Barbering	Hernandez	Minerva
CA	Intersegmental General Educational Transfer Curriculum	Hersom	Sarah
CA	Apprenticeship - Barbering	Hildreth	Honey

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<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship - Barbering	Hillman	Troy
CA	Calif. State Univ. General Education Breadth	Hoerauf	Graham
CA	Apprenticeship Electricity - Power Lineman	Hoerner	Tanner
CA	Calif. State Univ. General Education Breadth	Holmstrom	Kyle
CA	Calif. State Univ. General Education Breadth	Holton	Chasley
CA	Cosmetology	Homer	Kelsey
CA	Intersegmental General Educational Transfer Curriculum	Hosac	Tiffany
CA	Apprenticeship Electricity - Power Lineman	Hough	Todd
CA	Apprenticeship Surveying - Chief of Party	Howells	David
CA	Intersegmental General Educational Transfer Curriculum	Howland	Spencer
CA	Apprenticeship Electricity - Power Lineman	Hoxie	Lucas
CA	Calif. State Univ. General Education Breadth	Isnasio	Sally
CA	Apprenticeship Electricity - Power Lineman	Jackson	Travance
CA	Apprenticeship - Barbering	Jaime	Teresa
CA	Apprenticeship Electricity - Power Lineman	Jameson	Daniel
CA	Apprenticeship Electricity - Power Lineman	Jernigan	Robert
CA	Apprenticeship Electricity - Sound Installer	Johnson	Ron
CA	Apprenticeship Electricity - Power Lineman	Johnson	Thomas
CA	Apprenticeship Electricity - Power Lineman	Jones	Brian
CA	Apprenticeship - Barbering	Jones	Bryan
CA	Apprenticeship Electricity - Industrial	Jones	David
CA	Apprenticeship - Barbering	Jourdain	Dustin
CA	Apprenticeship Electricity - Power Lineman	Justus	Daniel
CA	Apprenticeship - Cosmetology	Kachhadiya	Kailasren
CERT	Water Utility Science: Supervisor	Kemp	Shane
CA	Apprenticeship Electricity - Power Lineman	Key	Jason
CA	Apprenticeship Electricity - Power Lineman	Kirk	Robert
CA	Apprenticeship Electricity - Power Lineman	Kleinbach	Jacob
CA	Intersegmental General Educational Transfer Curriculum	Knapp	Donna
CA	Cosmetology	Kohlenberger	Jennifer
CA	Apprenticeship Electricity - Power Lineman	Koreiva	Andrew
CA	Apprenticeship Surveying - Chief of Party	Kruse	Allyn
CA	Intersegmental General Educational Transfer Curriculum	Labounty	Robert
CA	Calif. State Univ. General Education Breadth	Langston	Krista
CA	Intersegmental General Educational Transfer Curriculum	Larios	Marla
CA	Calif. State Univ. General Education Breadth	Lawrence	Stephen
CA	Calif. State Univ. General Education Breadth	Lay	Kyle
CA	Apprenticeship Electricity - Power Lineman	Lee	Douglas

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<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship - Cosmetology	Lehman	Gail
CA	Calif. State Univ. General Education Breadth	Leicher	Madeline
CA	Water Utility Science: Wastewater/Environmental Sanitation	Letulle	Chander
CA	Water Utility Science: Water Treatment	Letulle	Chander
CA	Apprenticeship Electricity - Power Lineman	Lopez	Eric
CA	Calif. State Univ. General Education Breadth	Lopez	Nancy
CA	Apprenticeship Electricity - Power Lineman	Lorang	Jarod
CA	Apprenticeship Electricity - Power Lineman	Lupercio	Sergio
CA	Apprenticeship Electricity - Power Lineman	Mahkorn	Jeff
CA	Cosmetology	Mangum	Calli
CA	Apprenticeship - Barbering	Marquez	David
CA	Calif. State Univ. General Education Breadth	Marthaller	Jacob
CA	Apprenticeship Electricity - Industrial	Mc Donald	Christina
CA	Apprenticeship Electricity - Power Lineman	Mc Huen	Richard
CA	Apprenticeship Electricity - Power Lineman	Mc Leod	Derek
CA	Calif. State Univ. General Education Breadth	McCaughin	Brooke
CA	Cosmetology	Mejia	Sandra
CA	Apprenticeship Surveying - Chief of Party	Mercer	Adam
CA	Apprenticeship Electricity - Industrial	Meza	Jesse
CA	Intersegmental General Educational Transfer Curriculum	Mills	Fredric
CA	Apprenticeship Electricity - Power Lineman	Minudri	Ronald
CA	Intersegmental General Educational Transfer Curriculum	Montijo	Jenna
CA	Apprenticeship Electricity - Power Lineman	Montoya	Patrick
CA	Apprenticeship Electricity - Power Lineman	Mora	Nathaniel
CA	Calif. State Univ. General Education Breadth	Morales	Gabriela
CA	Intersegmental General Educational Transfer Curriculum	Morales	Gabriela
CA	Intersegmental General Educational Transfer Curriculum	Moreno	Francesca
CA	Apprenticeship - Cosmetology	Mousa	Mohamad
CA	Apprenticeship Electricity - Power Lineman	Moutsanides	Greg
CA	Apprenticeship Electricity - Power Lineman	Mueller	Brian
CA	Apprenticeship Electricity - Power Lineman	Mullins	Michael
CA	Apprenticeship Surveying - Chief of Party	Munn	Ryan
CA	Apprenticeship - Barbering	Munoz	Justina
CA	Intersegmental General Educational Transfer Curriculum	Murrietta	Karisa
CA	Intersegmental General Educational Transfer Curriculum	Nabelsi	Sarah
CA	Apprenticeship - Cosmetology	Nasit	Chandrika
CA	Apprenticeship Surveying - Chief of Party	Nedlik	Chris
CA	Apprenticeship Electricity - Power Lineman	Nevarez	Michael

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# Santiago Canyon College

## Graduate File Listing

Summer 2011

August 2011

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship Electricity - Power Lineman	Nishi	Daniel
CA	Apprenticeship Electricity - Power Lineman	Nunez	Ricardo
CA	Cosmetology	Oberoi	Tanya
CA	Apprenticeship - Barbering	Ocampo	Enriqueta
CA	Calif. State Univ. General Education Breadth	Olbright	Jenna
CA	Apprenticeship - Barbering	Padilla	Carmen
CA	Apprenticeship Electricity - Power Lineman	Page	Jan
CA	Apprenticeship Electricity - Power Lineman	Pallan	Paul
CA	Apprenticeship Electricity - Sound Installer	Parish	Tadd
CA	Apprenticeship Electricity - Power Lineman	Payne	Brian
CA	Apprenticeship Electricity - Power Lineman	Pease	Michael
CA	Apprenticeship Electricity - Power Lineman	Peralta	Jorge
CA	Apprenticeship Electricity - Power Lineman	Perry	William
CA	Apprenticeship Surveying - Chief of Party	Peters	Jason
CA	Apprenticeship - Cosmetology	Pierson	Rodney
CA	Apprenticeship - Barbering	Pinder	Anthony
CA	Apprenticeship Electricity - Sound Installer	Plazola	Marco
CA	Apprenticeship Electricity - Power Lineman	Pollard	Gabriel
CA	Apprenticeship Electricity - Power Lineman	Potts	Richard
CA	Apprenticeship Electricity - Power Lineman	Price	Emanuel
CA	Apprenticeship - Barbering	Pyle	Timothy
CA	Apprenticeship Electricity - Power Lineman	Quam	Christopher
CA	Apprenticeship - Barbering	Ram	Jonathon
CA	Calif. State Univ. General Education Breadth	Ramirez	Alvaro
CA	Water Utility Science: Water Treatment	Ramirez	Juan
CA	Apprenticeship Electricity - Power Lineman	Rasso	Jesse
CA	Apprenticeship Electricity - Power Lineman	Ratzlaff	Lloyd
CA	Apprenticeship Electricity - Power Lineman	Ray	Andrew
CA	Apprenticeship Surveying - Chief of Party	Reed	John
CA	Intersegmental General Educational Transfer Curriculum	Regan	Michael
CA	Apprenticeship Electricity - Power Lineman	Reyer	Aaron
CA	Apprenticeship Electricity - Power Lineman	Rivera	Eric
CA	Apprenticeship - Cosmetology	Robinson	Maria
CA	Apprenticeship Electricity - Power Lineman	Rodgers	Aaron
CA	Apprenticeship Electricity - Power Lineman	Rodriguez	Reymundo
CA	Apprenticeship Electricity - Power Lineman	Roldan	Michael
CA	Apprenticeship - Barbering	Rosales Mendez	Edgar
CA	Calif. State Univ. General Education Breadth	Rose	Pamala

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<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship - Barbering	Ross	Darell
CA	Apprenticeship Electricity - Power Lineman	Ruelas	Oscar
CA	Apprenticeship - Barbering	Ruiz	Norma
CA	Apprenticeship - Barbering	Runge	Sharon
CA	Calif. State Univ. General Education Breadth	Salas	Jesus
CA	Apprenticeship Electricity - Industrial	Salazar	Justin
CA	Cosmetology	Saljoughi	Maryam
CA	Apprenticeship Electricity - Power Lineman	Santana	Samuel
CA	Calif. State Univ. General Education Breadth	Scarborough	Jennifer
CA	Apprenticeship Surveying - Chief of Party	Schuetz	Greg
CA	Calif. State Univ. General Education Breadth	Semaan	Rana
CA	Intersegmental General Educational Transfer Curriculum	Sharma	Pooja
CA	Calif. State Univ. General Education Breadth	Shields	Bernard
CA	Calif. State Univ. General Education Breadth	Shiels	Felix
CA	Apprenticeship Electricity - Power Lineman	Shores	Jeffrey
CA	Apprenticeship Electricity - Power Lineman	Shorter	Philip
CA	Apprenticeship Surveying - Chief of Party	Shuey	Jared
CA	Apprenticeship Electricity - Industrial	Sicat	Larry
CA	Apprenticeship Surveying - Chief of Party	Sievers	Matthew
CA	Apprenticeship Surveying - Chief of Party	Smith	Jarrold
CA	Apprenticeship Electricity - Power Lineman	Smith	Levi
CA	Apprenticeship - Barbering	Soto	Cesar
CA	Apprenticeship Electricity - Power Lineman	Soto	Eduardo
CA	Intersegmental General Educational Transfer Curriculum	Spangenberg	Elizabeth
CA	Intersegmental General Educational Transfer Curriculum	Springer	Jacob
CA	Calif. State Univ. General Education Breadth	Spurgin	Sarah
CA	Apprenticeship Electricity - Power Lineman	Stark	Nicholas
CA	Apprenticeship Electricity - Industrial	Stiteler	Michael
CA	Intersegmental General Educational Transfer Curriculum	Stone	Grayson
CA	Apprenticeship Electricity - Power Lineman	Stone	Tyson
CA	Apprenticeship - Barbering	Strachan	Melissa
CA	Intersegmental General Educational Transfer Curriculum	Stroup	Jenna
CA	Survey/Mapping Sciences: Land Surveying	Su	Yu
CERT	Survey/Mapping Sciences: Land Surveying Technician	Su	Yu
CA	Apprenticeship Surveying - Chief of Party	Swailles	Steve
CA	Calif. State Univ. General Education Breadth	Swearingen	Stephen
CA	Apprenticeship Surveying - Chief of Party	Sysoyeu	Dzmitry
CA	Calif. State Univ. General Education Breadth	Tang	Vivian

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<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CERT	Television/Video Communication: Media Studies	Tang	Vivian
CA	Apprenticeship Electricity - Power Lineman	Tanner	Jerimy
CA	Apprenticeship Electricity - Power Lineman	Taylor	Jason
CA	Intersegmental General Educational Transfer Curriculum	Te	Brian
CA	Calif. State Univ. General Education Breadth	Terry	Paul
CA	Apprenticeship - Cosmetology	Thanki	Shitalben
CA	Apprenticeship Surveying - Chief of Party	Thomas	Justin
CA	Apprenticeship Electricity - Power Lineman	Thomas	Landrum
CA	Apprenticeship Electricity - Power Lineman	Thompson	Christopher
CA	Calif. State Univ. General Education Breadth	Thompson	Samuel
CA	Calif. State Univ. General Education Breadth	Tillman	Danielle
CA	Apprenticeship Electricity - Power Lineman	Todd	Grant
CA	Cosmetology	Torres	Charity
CA	Apprenticeship Electricity - Power Lineman	Torres	David
CA	Apprenticeship Electricity - Power Lineman	Torres	Juan
CA	Apprenticeship - Barbering	Townsend	Bailey
CA	Apprenticeship Electricity - Power Lineman	Trujillo	Juan
CERT	Project Management	Tutt	Michael
CA	Apprenticeship Electricity - Power Lineman	Tysseling	John
CA	Cosmetology	Underhill	Miranda
CA	Apprenticeship - Barbering	Valdez	Vicente
CA	Gemology	Van Camp	Wendy
CA	Apprenticeship Electricity - Power Lineman	Van Vleet	Andrew
CA	Calif. State Univ. General Education Breadth	Vargas	Andrea
CA	Apprenticeship - Cosmetology	Vasoya	Sonal
CA	Apprenticeship Surveying - Chief of Party	Vazquez	Francisco
CA	Apprenticeship Surveying - Chief of Party	Vega	Devon
CA	Apprenticeship Electricity - Power Lineman	Vercelli	Kyle
CA	Calif. State Univ. General Education Breadth	Vergiels	Guy
CA	Apprenticeship - Barbering	Villalobos	Jose
CA	Apprenticeship - Barbering	Villalpando	Dallas
CA	Apprenticeship - Barbering	Villalpando	Sylvia
CA	Apprenticeship Electricity - Power Lineman	Villapando	Emigdio
CA	Intersegmental General Educational Transfer Curriculum	Vlatkovich	Kelsey
CERT	Marketing: Advertising	Wade	Julie
CERT	Marketing: General Marketing	Wade	Julie
CERT	Marketing: General Marketing	Wade	Katelyn
CA	Water Utility Science: Wastewater/Environmental Sanitation	Wallace	Chris

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<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship Electricity - Power Lineman	Watson	Willie
CA	Calif. State Univ. General Education Breadth	Welty	Justin
CA	Calif. State Univ. General Education Breadth	Wilkerson	Brian
CA	Apprenticeship - Barbering	Wilson	Stephen
CA	Apprenticeship Electricity - Power Lineman	Winkler	Brent
CA	Intersegmental General Educational Transfer Curriculum	Wolfe	Thomas
CA	Apprenticeship Electricity - Power Lineman	Wright	Warren
CA	Apprenticeship Electricity - Power Lineman	Wurz	Jeremy
CA	Apprenticeship - Barbering	Yamada	Shane
CA	Apprenticeship Surveying - Chief of Party	Yates	Daniel
CA	Apprenticeship Electricity - Power Lineman	Young	Jarrold
CA	Apprenticeship Electricity - Industrial	Zarembor	Matt
CA	Apprenticeship - Cosmetology	Zenker	Mike
CA	Apprenticeship Electricity - Industrial	Zimmerman	Chad



# **Santiago Canyon College**

**SUMMER 2011**

**STATISTICS**

# SANTIAGO CANYON COLLEGE

## Associate Degrees

SUMMER 2011

<u>MAJOR</u>	<u>2011</u>
Art	1
Biological Sciences	2
Business Administration	5
Cosmetology	1
Economics	2
Gemology	2
Geography	1
History	1
Liberal Arts	3
Liberal Arts: University Transfer Studies	6
Liberal Arts: Arts, Humanities, & Communication	40
Liberal Arts: Mathematics & Sciences	12
Liberal Arts: Social & Behavioral Sciences	10
Marketing - General	2
Modern Languages	1
Physics	2
Political Science	2
Psychology	4
Public Works Management	1
Survey/Mapping Sciences: Land Surveying	1
Water Utility Science: Water Treatment	1

**Total** **100**

Associate of Arts     90  
Associate of Science     10

Female     49  
Male     50  
Undeclared     1

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of New Courses and New Programs for the 2012 – 2013 Santa Ana College Catalog	
Action:	Request for Approval	

**BACKGROUND**

The attached memo is a partial summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2011. It only includes new courses and programs through October 24, 2011 which will appear in the 2012 – 2013 catalog.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the new courses and new programs for the 2012 – 2013 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: November 14, 2011
Prepared by:	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: November 14, 2011  
TO: Erlinda J. Martinez, Ed. D., President  
FROM: Bonita N. Jaros, Ph.D., Chair of Curriculum & Instruction Council  
RE: Proposed Revisions for 2012 – 2013 Catalog

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

The Curriculum & Instruction Council was chaired by Bonita Jaros, Designee, Academic Senate President. Membership included two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

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

The following academic program and courses have been reviewed and are now recommended by the Curriculum and Instruction Council:

### **NEW COURSES**

Eighty seven (87) new courses were approved because of new and/or expanded programs or major changes in the discipline.\* (See Attachment #1)

### **NEW PROGRAM**

Twenty two (22) new programs were approved\*. (See Attachment #1)

\*Listings are attached.

Catalog 2012-13NEW COURSES

1. Criminal Justice 210, Drug Abuse and Criminal Justice
2. Criminal Justice Academies 038B, Basic SWAT Course
3. Criminal Justice Academies 055B, Correctional Services Assistant Academy
4. Criminal Justice Academies 055C, Park Ranger Academy III
5. Criminal Justice Academies 099, OCSO Basic Pre-Academy
6. Criminal Justice Academies 100B, Level 3 Modular Police Academy
7. Criminal Justice Academies 100C, Level 2 Modular Police Academy
8. Criminal Justice Academies 100D, Level 1 Modular Police Academy
9. Dance 132, Dance Stretch
10. Kinesiology Activities 107, Badminton (0.5 unit)
11. Kinesiology Activities 107, Badminton (1 unit)
12. Kinesiology Activities 132, Golf-Playing Lesson
13. Kinesiology Activities 140, Karate (0.5 unit)
14. Kinesiology Activities 140, Karate (1 unit)
15. Kinesiology Activities 141, Women's Tennis Off-Season Activities
16. Kinesiology Activities 150, Hatha Yoga (0.5 unit)
17. Kinesiology Activities 150, Hatha Yoga (1 unit)
18. Kinesiology Activities 160, Tennis
19. Kinesiology Activities 169, Wrestling (0.5 unit)
20. Kinesiology Activities 169, Wrestling (1 unit)
21. Kinesiology Activities 171, Wrestling – Off-Season
22. Kinesiology Activities 180, Tai Chi (0.5 unit)
23. Kinesiology Activities 180, Tai Chi (1 unit)
24. Kinesiology Activities 185, Aikido (0.5 unit)
25. Kinesiology Activities 185, Aikido (1 unit)
26. Kinesiology Activities 198, Topics
27. Kinesiology Activities 200, Intramural Sports-Basketball (0.5 unit)
28. Kinesiology Activities 200, Intramural Sports-Basketball (1 unit)
29. Kinesiology Activities 231, Football Fall Camp
30. Kinesiology Activities 232, Football
31. Kinesiology Activities 236, Advanced Baseball Game Skills
32. Kinesiology Activities 236, Advanced Baseball Game Skills
33. Kinesiology Activities 260, Soccer (0.5 unit)
34. Kinesiology Activities 260, Soccer (1 unit)
35. Kinesiology Activities 261, Soccer-Women
36. Kinesiology Activities 262, Soccer-Men (0.5 unit)
37. Kinesiology Activities 262, Soccer-Men (1 unit)
38. Kinesiology Activities 265, Indoor Soccer (0.5 unit)
39. Kinesiology Activities 265, Indoor Soccer (1 unit)
40. Kinesiology Activities 280, Track and Field
41. Kinesiology Activities 290, Volleyball
42. Kinesiology Activities 292, Advanced Volleyball-Women (0.5 unit)

43. Kinesiology Activities 292, Advanced Volleyball-Women (1 unit)
44. Kinesiology Adapted Activities 098, Topics
45. Kinesiology Adapted Activities 201, Adapted Swimming
46. Kinesiology Adapted Activities 202, Adapted Circuit Training
47. Kinesiology Adapted Activities 205, Adapted Badminton
48. Kinesiology Adapted Activities 206, Adapted Tennis
49. Kinesiology Adapted Activities 208, Adapted Aerobics
50. Kinesiology Adapted Activities 211, Adapted Aquatics
51. Kinesiology Adapted Activities 220, Adapted Tai Chi
52. Kinesiology Adapted Activities N15, Adapted Senior Fitness
53. Kinesiology Aerobic Fitness 140, Walking/Jogging for Fitness
54. Kinesiology Aerobic Fitness 144, Cross Training (0.5 unit)
55. Kinesiology Aerobic Fitness 144, Cross Training (1 unit)
56. Kinesiology Aerobic Fitness 150, Stretch, Flex and Tone
57. Kinesiology Aerobic Fitness 155, Aerobics (0.5 unit)
58. Kinesiology Aerobic Fitness 155, Aerobics (1 unit)
59. Kinesiology Fitness 100, Personal Fitness Evaluation
60. Kinesiology Fitness 101, Personal Fitness Evaluation
61. Kinesiology Fitness 102, Personal Fitness Evaluation
62. Kinesiology Fitness 115, Cardiovascular Conditioning
63. Kinesiology Fitness 125, Conditioning for Football, Defense
64. Kinesiology Fitness 126, Upper Body Development for Athletes
65. Kinesiology Fitness 127, Lower Body Development for Athletes
66. Kinesiology Fitness 128, Conditioning for Athletes-Women (0.5 unit)
67. Kinesiology Fitness 128, Conditioning for Athletes-Women (1 unit)
68. Kinesiology Health Education 105, First Aid and Personal Safety
69. Kinesiology Health Education 198, Topics
70. Kinesiology Intercollegiate Athletics 198, Topics
71. Kinesiology Intercollegiate Athletics 201, Baseball Men
72. Kinesiology Intercollegiate Athletics 202, Basketball-Men
73. Kinesiology Intercollegiate Athletics 212, Basketball-Women
74. Kinesiology Intercollegiate Athletics 213, Volleyball-Women
75. Kinesiology Intercollegiate Athletics 214, Golf-Women
76. Kinesiology Intercollegiate Athletics 216, Soccer-Men
77. Kinesiology Intercollegiate Athletics 220, Soccer-Women
78. Kinesiology Professional 098, Topics
79. Kinesiology Professional 125, Sport Psychology
80. Kinesiology Professional 155, Theory of Soccer
81. Kinesiology Professional 170, Sport Ethics
82. Kinesiology Professional 175, Theory of Football
83. Kinesiology Professional 198, Topics
84. Kinesiology Sports Medicine 098, Topics
85. Kinesiology Sports Medicine 101, Introduction to Sports Medicine
86. Kinesiology Sports Medicine 150, Athletic Training Internship
87. Kinesiology Sports Medicine 198, Topics

**NEW PROGRAMS**

1. Associate in Arts Degree in Theater Arts for AA-T Degree (Program Outline Attached)

**CONTINUING EDUCATION**

2. Academic ESL Beg – Int A Certificate of Completion (Program Outline Attached)
3. Academic ESL Beg – Int B Certificate of Completion (Program Outline Attached)
4. Academic ESL Beg A Certificate of Completion (Program Outline Attached)
5. Academic ESL Beg B Certificate of Completion (Program Outline Attached)
6. Academic ESL Int A Certificate of Completion (Program Outline Attached)
7. Academic ESL Int B Certificate of Completion (Program Outline Attached)
8. Academic ESL Int C Certificate of Completion (Program Outline Attached)
9. Academic ESL Int D Certificate of Completion (Program Outline Attached)
10. Communication ESL Beg A Certificate of Completion (Program Outline Attached)
11. Communication ESL Beg B Certificate of Completion (Program Outline Attached)
12. Communication ESL Int A Certificate of Completion (Program Outline Attached)
13. Communication ESL Int B Certificate of Completion (Program Outline Attached)
14. Communication ESL Int C Certificate of Completion (Program Outline Attached)
15. Communication ESL Int D Certificate of Completion (Program Outline Attached)
16. Communication ESL Intro A Certificate of Completion (Program Outline Attached)
17. Communication ESL Intro B Certificate of Completion (Program Outline Attached)
18. Communication ESL Transitioning A Certificate of Completion (Program Outline Attached)
19. Communication ESL Transitioning B Certificate of Completion (Program Outline Attached)
20. Vocational ESL A Certificate of Completion (Program Outline Attached)
21. Vocational ESL B Certificate of Completion (Program Outline Attached)
22. Vocational ESL C Certificate of Completion (Program Outline Attached)

## PROGRAM OF STUDY

### Option 2: Associate in Arts in Theatre Arts for Transfer A.A. Degree

The Associate in Arts in Theatre Arts for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in theatre arts which can lead to careers in teaching, design, technical theatre, theatre management, professional performance, stage direction, stage management, and related areas. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Theatre Arts major. See page \*\* for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AA-S) degrees. Upon completion of the AA-T in Theatre Arts students will understand and be able to demonstrate the fundamental performance and technical production processes for the theatre arts, demonstrate knowledge of the historical and cultural dimensions of theatre, and understand the interaction between script, actor, and audience and the areas of scenery, lighting, sound, and costume.

#### Core Courses (9 units)

		Units
<b>1.</b>		
THEA 100	Introduction to Theatre	3
	or	
THEA 105	A Cultural History of World Theatre	3
<b>2.</b>		
THEA 110	Acting Fundamentals	3
<b>3.</b>		
Rehearsal and Performance to a maximum of 3 units chosen from the following courses:		
THEA 150	Theatre Production	2
THEA 151	Showcase	3
THEA 152	Tour Ensemble	2
THEA 154	Performance Ensemble	2
THEA 155	Children's Theatre Ensemble	2
OR		
Technical Theatre Practicum to a maximum of 3 units chosen from the following courses:		
THEA 135	Technical Production	1
THEA 150	Theatre Production	2
<b>List A (select 3): 9 units</b>		
THEA 111	Intermediate Acting	3
THEA 131	Stagecraft	3
THEA 132	Stage Makeup	3
THEA 133	Stage Lighting	3
Rehearsal and Performance (if not used as part of the core) to a maximum of 3 units chosen from the following courses:		
THEA 155	Children's Theatre Ensemble	2
THEA 150	Theatre Production	2
THEA 151	Showcase	3
THEA 152	Tour Ensemble	2
THEA 154	Performance Ensemble	2
THEA 155	Children's Theatre Ensemble	2
Technical Theatre Practicum (if not used as part of the core) to a maximum of 3 units chosen from the following courses:		
THEA 135	Technical Production	1
THEA 150	Theatre Production	2

**Total Units**

**18**

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **ACADEMIC ESL BEG - INT A CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students prepare for transitioning to Adult Basic Education courses (ABE), High School courses, GED Preparation courses, and college courses.

**To obtain this certificate, take two courses.**

- ESL 703, Academic ESL Beginning 3
- ESL 711, Academic ESL Intermediate 1

Administrator Signature *Suzi Roberts* Date 3-29-11

Dept. Chair (SAC SCE/OEC) **Rob Jenkins** *Rob Jenkins* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 886 College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL BEG - INT A CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes \_\_\_\_\_ X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

**TITLE ACADEMIC ESL BEG - INT B CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students prepare for transitioning to Adult Basic Education courses (ABE), High School courses, GED Preparation courses, and college courses.

**To obtain this certificate, take two courses.**

**Choose 1:**

- ESL 703, Academic ESL Beginning 3
- ESL 711, Academic ESL Intermediate 1

**Choose 1:**

- ESL 038, Business Skills
- ESL 060, VESL Health Services
- ESL 120, ESL Civics
- ESL 130, ESL Topics
- ESL 140, VESL Childcare Educators
- ESL 392, Writing and Computers
- ESL 394, ESL Writing A
- ESL 398, Community Learning Center
- ESL 530, American English Pronunciation
- ESL 570, Conversation 1
- ESL 600, Personal Discovery

Administrator Signature *[Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 *[Signature]* College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL BEG - INT B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes \_\_\_\_\_ X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **ACADEMIC ESL BEG A CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students begin to prepare for transitioning to Adult Basic Education courses (ABE), High School courses, GED Preparation courses, and college courses.

To obtain this certificate, take two courses.

- ESL 701, Academic ESL Beginning 1
- ESL 702, Academic ESL Beginning 2

Administrator Signature *Arzi N. Jotab* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *Rob Jenkins* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 RG College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL BEG A CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **ACADEMIC ESL BEG B CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike-through~~ deletions if a revision).

This combination of courses is designed to help students prepare for transitioning to Adult Basic Education courses (ABE), High School courses, GED Preparation courses, and college courses.

To obtain this certificate, take two courses.

Choose 1:

- ESL 701, Academic ESL Beginning 1
- ESL 702, Academic ESL Beginning 2

Choose 1:

- ESL 398, Community Learning Center

Administrator Signature *Suzanne M. Hatch* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 SKG College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL BEG B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS

New X Revised \_\_\_\_\_

TITLE ACADEMIC ESL INT A CERTIFICATE OF COMPLETION

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to transition students to Adult Basic Education courses (ABE), High School courses, GED Preparation courses, and college courses.

To obtain this certificate, take two courses.

- ESL 712, Academic ESL Intermediate 2
- ESL 713, Academic ESL Intermediate 3

Administrator Signature *Arigo R. Smith* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *Rob Jenkins* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree \_\_\_\_\_

SAC SCE Curriculum Committee Date 2/14/11 ~~8/26~~ College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL INT A CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE ACADEMIC ESL INT B CERTIFICATE OF COMPLETION

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to transition students to Adult Basic Education courses (ABE), High School courses, GED Preparation courses, and college courses.

To obtain this certificate, take two courses.

Choose 1:

- ESL 712, Academic ESL Intermediate 2
- ESL 713, Academic ESL Intermediate 3

Choose 1:

- ESL 038, Business Skills
- ESL 060, VESL Health Services
- ESL 120, ESL Civics
- ESL 130, ESL Topics
- ESL 140, VESL Childcare Educators
- ESL 392, Writing and Computers
- ESL 395, ESL Writing B
- ESL 398, Community Learning Center
- ESL 490, Advanced Grammar Review
- ESL 530, American English Pronunciation
- ESL 580, Conversation 2
- ESL 600, Personal Discovery

Administrator Signature *Sergio A. [Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 *[Signature]* College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL INT B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **ACADEMIC ESL INT C CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to transition students to Adult Basic Education courses (ABE).

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 711, Academic ESL Intermediate 1
- ESL 712, Academic ESL Intermediate 2
- ESL 713, Academic ESL Intermediate 3

**Choose 1:**

ABE-009

Administrator Signature *[Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) **Rob Jenkins** *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 *[Signature]* College Curriculum Council Date **APR 25 2011**

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL INT C CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **ACADEMIC ESL INT D CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to transition students to High School courses and GED Preparation courses.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 711, Academic ESL Intermediate 1
- ESL 712, Academic ESL Intermediate 2
- ESL 713, Academic ESL Intermediate 3

**Choose 1:**

- HSRDG-089 Reading Proficiency Development
- HSRDG-093 Bldg Reading Skills 1

Administrator Signature *[Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) **Rob Jenkins** *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 SKG College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title ACADEMIC ESL INT D CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **COMMUNICATION ESL BEG A CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and strike through deletions if a revision).

This beginning combination of courses is designed to help students communicate in a limited way in everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 401, ESL/Family Literacy Beginning 1
- ESL 404, ESL/Family Literacy with Computers
- ESL 410, Beginning ESL 1

**Choose 1:**

- ESL 404, ESL/Family Literacy with Computers
- ESL 405, ESL/Family Literacy Beginning 2
- ESL 420, Beginning ESL 2
- ESL 701, Academic ESL Beginning 1
- ESL 702, Academic ESL Beginning 2

Administrator Signature [Signature] Date 3-30-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins [Signature] Date 3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

**APR 25 2011**

SAC SCE Curriculum Committee Date 2/14/11 College Curriculum Council Date \_\_\_\_\_

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESI BEG A CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **COMMUNICATION ESL BEG B CERTIFICATE OF COMPLETION**  
(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students communicate in a limited way in everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 401, ESL/Family Literacy Beginning 1
- ESL 404, ESL/Family Literacy with Computers
- ESL 405, ESL/Family Literacy Beginning 2
- ESL 410, Beginning ESL 1
- ESL 420, Beginning ESL 2

**Choose 1:**

- ESL 398, Community Learning Center

Administrator Signature *[Signature]* Date 3-30-11

Dept. Chair (SAC SCE/OEC) **Rob Jenkins** *[Signature]* Date 3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree \_\_\_\_\_

SAC SCE Curriculum Committee Date 2/14/11 College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL BEG B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

**TITLE COMMUNICATION ESL INT A CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students communicate successfully in most everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL404, ESL/Family Literacy with Computers
- ESL 409, ESL/Family Literacy Intermediate 2
- ESL 470, Intermediate ESL 2

**Choose 1:**

- ESL 480, Intermediate ESL 3
- ESL 712, Academic ESL Intermediate 2

Administrator Signature \_\_\_\_\_

Date

3-30-11

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_

**Rob Jenkins**

Date

3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Agree/Disagree

SAC SCE Curriculum Committee Date \_\_\_\_\_

2/14/11 *SCC*

College Curriculum Council Date \_\_\_\_\_

**APR 25 2011**

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_

Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL INT A CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

**TITLE COMMUNICATION ESL INT B CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students communicate successfully in most everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL404, ESL/Family Literacy with Computers
- ESL 409, ESL/Family Literacy Intermediate 2
- ESL 470, Intermediate ESL 2
- ESL 480, Intermediate ESL 3

**Choose 1:**

- ESL 038, Business Skills
- ESL 060, VESL Health Services
- ESL 120, ESL Civics (Citizenship)
- ESL 130, ESL Topics
- ESL 140, VESL Childcare Educators
- ESL 392, Writing and Computers
- ESL 395, ESL Writing B
- ESL 398, Community Learning Center
- ESL 490, Advanced Grammar Review
- ESL 530, American English Pronunciation
- ESL 580, Conversation 2
- ESL 600, Personal Discovery
- ESL 712, Academic ESL Intermediate 2
- ESL 713, Academic ESL Intermediate 3

Administrator Signature *Debra R. [Signature]* Date 3-30-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree \_\_\_\_\_

SAC SCE Curriculum Committee Date 2/14/11 SSG College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL INT B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New **X** Revised \_\_\_\_\_

**TITLE COMMUNICATION ESL INT C CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike-through~~ deletions if a revision).

This combination of courses is designed to transition students to Adult Basic Education courses (ABE).

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 408, ESL/Family Literacy Intermediate 1
- ESL 409, ESL/Family Literacy Intermediate 2
- ESL 460, Intermediate ESL 1
- ESL 470, Intermediate ESL 2
- ESL 480, Intermediate ESL 3

**Choose 1:**

ABE-009

Administrator Signature *[Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree \_\_\_\_\_

SAC SCE Curriculum Committee Date 2/14/11 886 College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL INT C CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes \_\_\_\_\_ X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

# 15

New  Revised \_\_\_\_\_

TITLE **COMMUNICATION ESL INT D CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike-through~~ deletions if a revision).

This combination of courses is designed to transition students to High School courses, GED Preparation courses, and college courses.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 408, ESL/Family Literacy Intermediate 1
- ESL 409, ESL/Family Literacy Intermediate 2
- ESL 460, Intermediate ESL 1
- ESL 470, Intermediate ESL 2
- ESL 480, Intermediate ESL 3

**Choose 1:**

- HSRDG-089 Reading Proficiency Development
- HSRDG-093 Bldg Reading Skills 1

Administrator Signature *[Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree \_\_\_\_\_

SAC SCE Curriculum Committee Date 2/14/11 SG College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL INT D CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes \_\_\_\_\_ X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New   X   Revised \_\_\_\_\_

TITLE **COMMUNICATION ESL INTRO A CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and strike-through deletions if a revision).

This entry-level combination of courses is designed to help students begin to communicate in everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

Choose 1:

- ESL 393, Introduction to ESL Family Literacy
- ESL 399, ESL Literacy
- ELS400, Transition ESL

Choose 1:

- ESL 401, ESL/Family Literacy Beginning 1
- ESL 410, Beginning ESL 1

Administrator Signature *[Signature]* Date 3-30-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 *[Signature]* College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL INTRO A CERTIFICATE OF COMPLETION                      New                      X                      Revised

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes                      X                      No

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New   X   Revised \_\_\_\_\_

TITLE **COMMUNICATION ESL INTRO B CERTIFICATE OF COMPLETION**  
(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and strike through deletions if a revision).

This combination of courses is designed to help students begin to communicate in everyday life situations they will encounter at home, at school, at work, and in the community.

**To obtain this certificate, take two courses.**

**Choose 1:**

- ESL 393, Introduction to ESL Family Literacy
- ESL 399, ESL Literacy
- ELS 400, Transition ESL
- ESL 401, ESL/Family Literacy Beginning 1
- ESL 410, Beginning ESL 1

**Choose 1:**

- ESL 398, Community Learning Center

Administrator Signature *Serge R. Dotch* Date 3-30-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *Tom B. Jenkins* Date 3-20-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree \_\_\_\_\_

SAC SCE Curriculum Committee Date 2/14/11 *SR* College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL INTRO B CERTIFICATE OF COMPLETION                      New                      X                      Revised

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes                      X                      No

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

**TITLE COMMUNICATION ESL TRANSITIONING A CERTIFICATE OF COMPLETION**  
(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students communicate effectively in many everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

Choose 1:

- ESL 404, ESL/Family Literacy with Computers
- ESL 407, ESL/Family Literacy Beginning 3
- ESL 430, Beginning ESL 3

Choose 1:

- ESL 408, ESL/Family Literacy Intermediate 1
- ESL 460, Intermediate ESL 1
- ESL 703, Academic ESL Beginning 3

Administrator Signature *[Signature]* Date 3-30-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL TRANSITIONING A CERTIFICATE OF COMPLETION New X Revised     

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes      No X

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

**TITLE COMMUNICATION ESL TRANSITIONING B CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and strike-through deletions if a revision).

This combination of courses is designed to help students communicate adequately in many everyday life situations they will encounter at home, at school, at work, and in the community.

To obtain this certificate, take two courses.

**Choose 1:**

- ESL 404, ESL/Family Literacy with Computers
- ESL 407, ESL/Family Literacy Beginning 3
- ESL 430, Beginning ESL 3
- ESL 408, ESL/Family Literacy Intermediate 1
- ESL 460, Intermediate ESL 1
- ESL 711, Academic ESL Intermediate 1

**Choose 1:**

- ESL 038, Business Skills
- ESL 060, VESL Health Services
- ESL 120, ESL Civics (Citizenship)
- ESL 130, ESL Topics
- ESL 140, VESL Childcare Educators
- ESL 392, Writing and Computers
- ESL 394, ESL Writing A
- ESL 398, Community Learning Center
- ESL 530, American English Pronunciation
- ESL 570, Conversation 1
- ESL 600, Personal Discovery

Administrator Signature *Deji A. Sotelo* Date 3-30-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *Rob Jenkins* Date 3-30-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 SK College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title COMMUNICATION ESL TRANSITIONING B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **VOCATIONAL ESL A CERTIFICATE OF COMPLETION**  
(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike through~~ deletions if a revision).

This combination of courses is designed to help students communicate successfully in an English speaking workplace.

To obtain this certificate, take two core courses.

- ESL 510, VESL: English for Work 1
- ESL 520, VESL: English for Work 2

Administrator Signature *Sergio R. [Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 *[Signature]* College Curriculum Council Date APR 25 2011

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title VOCATIONAL ESL A CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **VOCATIONAL ESL B CERTIFICATE OF COMPLETION**  
(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

(Attach rationale)

TEXT (underline changes and ~~strike-through~~ deletions if a revision).

This combination of courses is designed to help beginning ESL students communicate successfully in an English speaking workplace.

To obtain this certificate, take two courses.

ESL 510, VESL: English for Work 1

**Choose 1:**

- ESL404, ESL/Family Literacy with Computers
- ESL 405, ESL/Family Literacy Beginning 2
- ESL 420, Beginning ESL 2
- ESL 702, Academic ESL Beginning 2
- ESL 407, ESL/Family Literacy Beginning 3
- ESL 430, Beginning ESL 3
- ESL 703, Academic ESL Beginning 3
- ESL 398, Community Learning Center
- ESL 570, Conversation 1
- ESL 394, ESL Writing A

Administrator Signature [Signature] Date 3-28-11

Dept. Chair (SAC SCE/OEC) Rob Jenkins [Signature] Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 [Signature] College Curriculum Council Date **APR 25 2011**

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title VOCATIONAL ESL B CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

**PROPOSAL FOR NEW OR REVISED CERTIFICATE/DEGREE PROGRAMS**

New X Revised \_\_\_\_\_

TITLE **VOCATIONAL ESL C CERTIFICATE OF COMPLETION**

(If name is being revised, above should reflect the NEW information, AND, type the former name here: \_\_\_\_\_)

**(Attach rationale)**

This combination of courses is designed to help intermediate ESL students communicate successfully in an English speaking workplace.

**To obtain this certificate, take two courses.**

ESL 510, VESL: English for Work 2

**Choose 1:**

- ESL 398, Community Learning Center
- ESL 038, Business Skills
- ESL 060, VESL Health Services
- ESL 120, ESL Civics (Citizenship)
- ESL 130, ESL Topics
- ESL 140, VESL Childcare Educators
- ESL 392, Writing and Computers
- ESL 394, ESL Writing A
- ESL 395, ESL Writing B
- ESL 398, Community Learning Center
- ESL 530, American English Pronunciation
- ESL 570, Conversation 1
- ESL 580, Conversation 2
- ESL 600, Personal Discovery
- ESL 490, Advanced Grammar Review
- ESL 408, ESL/Family Literacy Intermediate 1
- ESL 460, Intermediate ESL 1
- ESL 711, Academic ESL Intermediate 1
- ESL404, ESL/Family Literacy with Computers
- ESL 409, ESL/Family Literacy Intermediate 2
- ESL 470, Intermediate ESL 2
- ESL 712, Academic ESL Intermediate 2
- ESL 480, Intermediate ESL 3
- ESL 713, Academic ESL Intermediate 3

Administrator Signature *[Signature]* Date 3-29-11

Dept. Chair (SAC SCE/OEC) **Rob Jenkins** *[Signature]* Date 3-28-2011

Dept. Chair (SAC SCE/OEC) \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_ Agree/Disagree

SAC SCE Curriculum Committee Date 2/14/11 SSG College Curriculum Council Date **APR 25 2011**

SAC/SCC Curriculum Committee Chair/Co-Chair \_\_\_\_\_ Date \_\_\_\_\_

District Curriculum Council Date \_\_\_\_\_

RATIONALE FOR NEW OR REVISED

CERTIFICATE/DEGREE PROGRAMS

Title VOCATIONAL ESL C CERTIFICATE OF COMPLETION New X Revised \_\_\_\_\_

1. Please write a brief narrative statement as to why this Certificate/Program should be added or revised.

This new certificate is one of 21 new certificates designed to provide clearer academic or career pathways for students so they can more easily progress through the ESL program and transition successfully to ABE, ASE, GED, and Santa Ana College courses. The certificates will help students identify skills and abilities they will need to succeed in CTE classes as well as in the workplace. The certificates are designed to connect pathways of learning and to motivate students to persist through the entire ESL program in order to meet their personal, academic, and career goals.

2. Have all affected departments been notified of this addition/revision and/or consulted? Yes X No \_\_\_\_\_

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of New Credit and Non-Credit Curricula for the 2012-2013 Santiago Canyon College Catalog	
Action:	Request for Approval	

**BACKGROUND**

The Santiago Canyon College Curriculum and Instruction Council (CIC) 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), programs and courses.

**ANALYSIS**

The attached memo represents a summary of the Curriculum and Instruction Council's work and catalog revisions for new curricula for the 2012-2013 academic year. Academic policies have been reviewed and revised, and are recommended for approval.

**RECOMMENDATION**

It is recommended that the Board approve the new credit and non-credit curricula for the 2012-2013 Santiago Canyon College catalog as presented.

Fiscal Impact:	None.	Board Date: November 14, 2011
Prepared by:	Aracely Mora, Ed.D., Vice President, Academic Affairs	
Submitted by:	Juan Vázquez, President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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**CURRICULUM AND INSTRUCTION COUNCIL**

**DATE:** November 1<sup>st</sup>, 2011  
**TO:** Juan Vázquez, President of Santiago Canyon College  
**FROM:** Craig Rutan, Chair of the Curriculum and Instruction Council  
**RE:** **PROPOSED NEW CURRICULA FOR THE 2012-2013 CATALOG**

The following changes to the 2012-2013 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, 13 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Support Services Assistant and a student representative.

Because we share our curriculum with Santa Ana College, all actions of the CIC at either college are discussed on an on-going basis with the CIC at the other college. The CIC at Santiago Canyon College is aware of and concurs with all proposed catalog changes reported by the CIC at Santa Ana College. Also, the CIC at Santa Ana College has been informed of and concurs with all proposed catalog changes initiated at Santiago Canyon College. The new curricula initiated at Santiago Canyon College for the 2012-2013 catalog are:

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

The following options were added for general education requirements:

Category A – Natural Sciences

Physics 250A added.

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

The following options were added for general education requirements:

Category B1 – Physical Sciences

Physics 250A added.

Category B3 – Laboratory Activity

Physics 250A added.

**INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C):**

The following options were added for general education requirements:

Area 5, Group A – Physical Science

Physics 250A, 250B and 250C added.

**NEW PROGRAMS, DEGREES AND CERTIFICATES:**

A total of six (6) new programs, degrees and certificates\* were added to the academic year.

\*(See Attachment #1)

**NEW COURSES:**

Twelve (12) new courses\* were approved because of new and/or expanded programs or major changes in the discipline.

\*(See Attachment #2)

**STAND-ALONE COURSES:**

Eight (8) Stand-Alone courses\* were approved.

\*(See Attachment #3)

Cc: Morrie Barembaum, 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  
John Weispfenning, Dean of Library, Arts, Humanities and Social Sciences, Santiago Canyon College  
Martin Stringer, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College  
Bonita Jaros, Chair of the Curriculum and Instruction Council, Santa Ana College  
Monica Porter, Co-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  
Dr. Raúl Rodríguez, Chancellor

**NEW PROGRAMS, DEGREES AND CERTIFICATES**

**2012-2013 Catalog**

**Credit**

Apprenticeship Operating Engineers: Construction Safety Inspector, Associate in Science  
Apprenticeship Operating Engineers: Construction Safety Inspector, Certificate of Achievement  
Business Management, Certificate  
Mathematics, Associate in Science for Transfer degree  
Physics, Associate in Science for Transfer degree  
Psychology, Associate in Arts for Transfer degree

**Non-Credit**

None.

**NEW COURSES****2012-2013 Catalog****Credit**

Apprenticeship Operating Engineers	011	Construction Safety Inspector Apprentice 1
Apprenticeship Operating Engineers	012	Construction Safety Inspector Apprentice 2
Apprenticeship Operating Engineers	013	Construction Safety Inspector Apprentice 3
Apprenticeship Operating Engineers	014	Construction Safety Inspector Apprentice 4
Apprenticeship Operating Engineers	015	Construction Safety Inspector Apprentice 5
Apprenticeship Operating Engineers	016	Construction Safety Inspector Apprentice 6
Physics	250A	Physics for Scientists and Engineers I
Physics	250B	Physics for Scientists and Engineers II
Physics	250C	Physics for Scientists and Engineers III
Water Utility Science	086	Backflow Devices Repair
Water Utility Science	199	Cooperative Work Experience Education

**Non-Credit**

High School Subjects – Social Sciences	229	Modern World History
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**STAND-ALONE COURSES****2012-2013 Catalog****Credit**

Apprenticeship Operating Engineers	011	Construction Safety Inspector Apprentice 1
Apprenticeship Operating Engineers	012	Construction Safety Inspector Apprentice 2
Apprenticeship Operating Engineers	013	Construction Safety Inspector Apprentice 3
Apprenticeship Operating Engineers	014	Construction Safety Inspector Apprentice 4
Apprenticeship Operating Engineers	015	Construction Safety Inspector Apprentice 5
Apprenticeship Operating Engineers	016	Construction Safety Inspector Apprentice 6
Water Utility Science	086	Backflow Devices Repair
Water Utility Science	199	Cooperative Work Experience Education

**Non-Credit**

None.



**PROGRAM OF STUDY**

**Apprenticeship Operating Engineers, Construction Safety Inspector A.S.  
Degree**

The associate in science degree in Construction Safety Inspection provides the related and supplemental instruction required for state-indentured operating engineer apprentices. Construction Safety Inspectors perform the equipment and jobsite inspections that ensure safe and proper procedures and regulations are being followed. Interested apprentices should contact the Operating Engineers Joint Apprenticeship and Training Committee and the Apprenticeship Office at Santiago Canyon College. Successful completion will result in journeyworker status, and OSHA 10, OSHA 30, CPR and First Aid certification.

**Major requirements for the associate in science degree:**

Units

AOE 011	Construction Safety Inspector Apprentice 1	4
AOE 012	Construction Safety Inspector Apprentice 2	4
AOE 013	Construction Safety Inspector Apprentice 3	4
AOE 014	Construction Safety Inspector Apprentice 4	4
AOE 015	Construction Safety Inspector Apprentice 5	4
AOE 016	Construction Safety Inspector Apprentice 6	4

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**Total Units**

**24**

**Career Opportunities in Apprenticeship Operating Engineers**

Journeyworker Operating Engineer, Inspector

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**Program Outcomes**

1. Students who complete this program will have met the related and supplemental instruction requirements for operating engineer apprentices to become journeyworkers.
2. Students who complete this program will have a foundation for furthering their college education.

PID 254



**PROGRAM OF STUDY**

**Apprenticeship Operating Engineers, Construction Safety Inspector Certificate of Achievement**

The certificate of achievement in Apprenticeship Operating Engineers, Construction Safety Inspection provides the related and supplemental instruction required for state-indentured operating engineer apprentices. Construction Safety Inspectors perform the equipment and jobsite inspections that ensure safe and proper procedures and regulations are being followed. Interested apprentices should contact the Operating Engineers Joint Apprenticeship and Training Committee and the Apprenticeship Office at Santiago Canyon College. Successful completion will result in journeyworker status; and, OSHA 10, OSHA 30, CPR and First Aid certification.

**Requirements for the certificate of achievement:**

		Units
AOE 011	Construction Safety Inspector Apprentice 1	4
AOE 012	Construction Safety Inspector Apprentice 2	4
AOE 013	Construction Safety Inspector Apprentice 3	4
AOE 014	Construction Safety Inspector Apprentice 4	4
AOE 015	Construction Safety Inspector Apprentice 5	4
AOE 016	Construction Safety Inspector Apprentice 6	4

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**Total Units**

**24**

**Career Opportunities in Apprenticeship Operating Engineers**

Journeyworker Operating Engineer, Inspector

---

**Program Outcomes**

1. Students who complete this program will have met the related and supplemental instruction requirements for operating engineers apprentices to become journeyworkers.
2. Students who complete this program will have a foundation for furthering their college education.

PID 229



## PROGRAM OF STUDY

### **Business Management Certificate**

The certificate in business management is designed to enable students to handle basic problems encountered in managing within a business environment. Entry-level careers include management trainees and assistant managers or supervisors.

**Requirements for the certificate:**

		Units
ACCT 101	Financial Accounting	4
BUS 100	Fundamentals of Business	3
BUS 120/ MGMT 120	or Principles of Management	
BUS 222	Business Writing	3
MGMT 122	or Business Communications	
BUS 150	Introduction to Computing and Application Software (4)	3-4
CMPR 100	or The Computer and Society (3)	

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**Total Units 13-14**

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### **Program Outcomes**

1. Student will secure entry-level job skills.

PID 281



## PROGRAM OF STUDY

### Associate in Science in Mathematics for Transfer

The Associate in Science in Mathematics for Transfer degree prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree. Employment opportunities are available as mathematicians in government, health, industry and education. Successful completion of the transfer degree in Mathematics guarantees the student acceptance to a local California State University to pursue a baccalaureate degree in Mathematics or a related field.

Major requirements** for the associate in science for transfer degree:		Units
MATH 180/180H	Analytic Geometry and Calculus	4
MATH 185	Analytic Geometry and Calculus	4
MATH 280	Intermediate Calculus	4

**Select one course from the following (List A):**

MATH 287	Introduction to Linear Algebra and Differential Equations	5
MATH 290	Linear Algebra	4
MATH 295	Beginning Differential Equations	4

**Select one course from the following (List B):**

CMPR 112	Java Programming	3
CMPR 120	Introduction to Programming	3
CMPR 213	C# Programming	3
PHYS 217	Engineering Physics I	4
MATH 219/219H or SOCS 219/219H	Statistics and Probability	4

*\*\*Major requirements for the associate transfer degrees are in addition to the General Education Breadth for California State University (CSU) or Intersegmental General Education Transfer Curriculum (IGETC) for the University of California (UC) requirements found on pages TBD.*

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**Total Units 19 - 21**

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#### Program Outcomes

1. Create mathematical models of real world phenomena, apply those models to make predictions about the behavior of the phenomena, apply appropriate problems solving techniques and critically evaluate the veracity of the obtained results.
2. Clearly communicate mathematical reasoning and problem solving skills using a variety of formats, diverse technologies, and appropriate mathematical vocabulary and notation.
3. Integrate into educational and professional conduct a calm, confident, and ethical approach to mathematical reasoning and problem solving while taking personal responsibility for mathematical success.

PID 251



## PROGRAM OF STUDY

### Associate in Science in Physics for Transfer

The Associate in Science in Physics for Transfer degree provides a foundation in physics and mathematics for students planning to transfer into a baccalaureate program in physics or physics education. Successful completion of the transfer degree in Physics guarantees the student acceptance to a local California State University to pursue a baccalaureate degree in Physics or a related field.

**Major requirements for the associate in science for transfer in Physics degree:**

		Units
PHYS 217	Engineering Physics I (4)	
	or	
PHYS 250A	Physics for Scientists and Engineers I (5)	4-5
PHYS 227	Engineering Physics II (4)	
	or	
PHYS 250B	Physics for Scientists and Engineers II (5)	4-5
PHYS 237	Engineering Physics III (4)	
	or	
PHYS 250C	Physics for Scientists and Engineers III (5)	4-5
MATH 180/180H	Analytic Geometry and Calculus	4
MATH 185	Analytic Geometry and Calculus	4
MATH 280	Intermediate Calculus	4

*\*\*Major requirements for the associate transfer degrees are in addition to the General Education Breadth for California State University (CSU) or Intersegmental General Education Transfer Curriculum (IGETC) for the University of California (UC) requirements found on pages TBD.*

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**Total Units 24 - 27**

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### Program Outcomes

1. Apply appropriate physical laws and mathematical techniques to analyze various physical situations.
2. Perform various scientific experiments and analyze data to check agreement with theoretical predictions.

PID 246



**PROGRAM OF STUDY**

**Associate in Arts in Psychology for Transfer**

The Associate in Arts in Psychology for Transfer Degree prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree for specialization in any of more than twenty branches of psychology including: child, clinical, personality, vocational, marriage and family counseling, industrial, mental health, and college teaching. Completion of the two-year program is appropriate for students whose vocational plans include helping people, i.e., teaching, social welfare, probation, criminology, nursing, law, and personnel work. Successful completion of the transfer degree in Psychology guarantees the student acceptance to a local California State University to pursue a baccalaureate degree in Psychology or a related field.

**Major requirements\*\* for the associate in arts for transfer degree:**

		Units
PSYC 100/100H	Introduction to Psychology	3
PSYC 219	Introduction to Research Methods in Psychology	3
MATH 219/219H or SOCS 219/219H	Statistics and Probability	4

**Select one course from the following (List A):**

PSYC 200	Introduction to Biological Psychology	3
BIOL 109/109H	Fundamentals of Biology	3

**Select one course from the following (List B):**

An additional course from List A	<i>(may not be a course used to satisfy the requirements in List A)</i>	3
PSYC 157	Introduction to Child Psychology	3
PSYC 240 or SOC 240	Introduction to Social Psychology	3

**Select one course from the following (List C):**

An additional course from List A or B	<i>(may not be a course used to satisfy the requirements in List A or B)</i>	3
ANTH 100/100H	Introduction to Cultural Anthropology	3
ANTH 101	Introduction to Physical Anthropology	3
CHEM 119	Fundamentals - General and Organic	5
PHIL 110/100H	Critical Thinking	4
PHIL 111	Introductory Logic	4
PSYC 170	Multicultural Psychology	3
PSYC 230	Psychology and Effective Behavior	3
PSYC 250	Introduction to Abnormal Psychology	3
SOC 100/100H	Introduction to Sociology	3

**\*\*Major requirements for the associate transfer degrees are in addition to the General Education Breadth for California State University (CSU) or Intersegmental General Education Transfer Curriculum (IGETC) for the University of California (UC) requirements found on pages TBD.**

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**Total Units 19 - 21**

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**Program Outcomes**

1. Demonstrate familiarity with the major concepts, theoretical perspectives, empirical findings, and historical trends in psychology.
2. Respect and use critical thinking, skeptical inquiry, and when possible, the scientific approach to solve problems related to behavior and mental processes.
3. Develop insight into their own and other's behavior and mental processes and apply effective strategies for self-management and self-improvement.

**REQUIRED SIGNATURES**

Proposed Apprenticeship Title Apprenticeship: Operating Engineers, Construction Safety Inspector

College Santiago Canyon College

**PROGRAM SPONSOR CERTIFICATION**

I understand that final approval of the proposed apprenticeship, including funding, will not be awarded until it is also approved by the Division of Apprenticeship Standards. The college catalog and other published material will not include the Apprenticeship program until full approval has been granted. However, the courses may be listed individually in the catalog and class schedule when limited duration approval has been granted. Students will not be officially enrolled into the program but may enroll in the approved courses. There is no implied obligation of acceptance of students as apprentice employees prior to DAS approval. The community college must provide the proper documentation of DAS approval, including the signature of the Chief of the Division or his designee.

11/4/11 DATE Bert Tolbert SIGNATURE, PROGRAM SPONSOR BERT TOLBERT TYPED OR PRINTED NAME  
2190 S. PELLISSIER, WHITTIER 90601 ADDRESS 562-695-0611 TELEPHONE \_\_\_\_\_ EMAIL

**COLLEGE CURRICULUM APPROVAL**

Program and courses within the program have been approved by the curriculum committee and instructional administration, and satisfy all applicable requirements of Title 5 regulations.

11/1/11 DATE Morie J. Barembaum for Craig Rutan SIGNATURE, CHAIR, CURRICULUM COMMITTEE Craig Rutan TYPED OR PRINTED NAME  
11/1/11 DATE [Signature] SIGNATURE, CHIEF INSTRUCTIONAL OFFICER Aracely Mora TYPED OR PRINTED NAME  
11/1/11 DATE Morie J. Barembaum SIGNATURE, PRESIDENT, ACADEMIC SENATE Morie Barembaum TYPED OR PRINTED NAME

**COLLEGE PRESIDENT**

All provisions of Title 5, Section 55130(b) have been considered. All factors, taken as a whole, support establishment and maintenance of the proposed apprenticeship program.

11/1/11 DATE Juan Vasquez SIGNATURE, PRESIDENT OF THE COLLEGE Juan Vázquez TYPED OR PRINTED NAME

**DISTRICT APPROVAL**

On \_\_\_\_\_ (DATE), the governing board of Rancho Santiago Community College District approved the apprenticeship program attached to this application.

\_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE, SUPERINTENDENT/CHANCELLOR OF DISTRICT Raúl Rodriguez, Ph. D. TYPED OR PRINTED NAME

**SUBMIT ONE ORIGINAL AND ONE COPY OF THIS FORM AND ALL ATTACHMENTS**

**REQUIRED SIGNATURES**

Associate in Science in Mathematics

Title of Proposed Program for Transfer degree College Santiago Canyon College

**LOCAL CURRICULUM APPROVAL:**

Changes proposed in this application have been approved by the curriculum committee and instructional administration, and all applicable requirements of Title 5 regulations have been satisfied.

<u>11/1/11</u> DATE	<u>Morie J. Barembaum for Craig Rutan</u> SIGNATURE, CHAIR, CURRICULUM COMMITTEE	<u>Craig Rutan</u> TYPED OR PRINTED NAME
<u>11/1/11</u> DATE	<u>[Signature]</u> SIGNATURE, CHIEF INSTRUCTIONAL OFFICER	<u>Aracely Mora</u> TYPED OR PRINTED NAME
<u>11/1/11</u> DATE	<u>Morie J. Barembaum</u> SIGNATURE, ACADEMIC SENATE PRESIDENT	<u>Morie Barembaum</u> TYPED OR PRINTED NAME

**CAREER TECHNICAL EDUCATION ONLY:**

Program fulfills the requirements of employers in the occupation, provides students with appropriate occupational competencies, and meets any relevant professional or licensing standards.

_____	_____	_____
DATE	SIGNATURE, ADMINISTRATOR OF CTE	TYPED OR PRINTED NAME

Changes proposed in this application been reviewed by the Career Technical Education Regional Consortium, and approval was recommended on \_\_\_\_\_ (date).

_____	_____	_____
DATE	SIGNATURE, CHAIR, REGIONAL CONSORTIUM	TYPED OR PRINTED NAME

**COLLEGE PRESIDENT:**

All provisions of Title 5, Section 55130 have been considered. All factors, taken as a whole, support establishment and maintenance of the proposed changes to an existing, approved program.

<u>11-1-11</u> DATE	<u>[Signature]</u> SIGNATURE, PRESIDENT OF THE COLLEGE	<u>Juan Vázquez</u> TYPED OR PRINTED NAME
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**DISTRICT APPROVAL (check one):**

On \_\_\_\_\_ (date), the governing board of the Rancho Santiago Community College District approved the proposed changes to this existing program attached to this request.

The governing board has delegated to me the authority to approve substantial changes to existing programs, and I have approved the associate degree or certificate attached to this request.

_____	_____	<u>Raúl Rodríguez, Ph. D.</u>
DATE	SIGNATURE, SUPERINTENDENT/CHANCELLOR OF DISTRICT	TYPED OR PRINTED NAME

*Please retain the original signature page for your records and upload a scan of the signature page as an attachment.*

**REQUIRED SIGNATURES**

Title of Proposed Program Associate in Science in Physics for Transfer degree College Santiago Canyon College

**LOCAL CURRICULUM APPROVAL:**

Changes proposed in this application have been approved by the curriculum committee and instructional administration, and all applicable requirements of Title 5 regulations have been satisfied.

<u>11/1/11</u> DATE	<u><i>Marie J. Barembaum for Craig Rutan</i></u> SIGNATURE, CHAIR, CURRICULUM COMMITTEE	<u>Craig Rutan</u> TYPED OR PRINTED NAME
<u>11/1/11</u> DATE	<u><i>Aracely Mora</i></u> SIGNATURE, CHIEF INSTRUCTIONAL OFFICER	<u>Aracely Mora</u> TYPED OR PRINTED NAME
<u>11/1/11</u> DATE	<u><i>Marie J. Barembaum</i></u> SIGNATURE, ACADEMIC SENATE PRESIDENT	<u>Morrie Barembaum</u> TYPED OR PRINTED NAME

**CAREER TECHNICAL EDUCATION ONLY:**

Program fulfills the requirements of employers in the occupation, provides students with appropriate occupational competencies, and meets any relevant professional or licensing standards.

_____ DATE	_____ SIGNATURE, ADMINISTRATOR OF CTE	_____ TYPED OR PRINTED NAME
---------------	--	--------------------------------

Changes proposed in this application been reviewed by the Career Technical Education Regional Consortium, and approval was recommended on \_\_\_\_\_ (date).

_____ DATE	_____ SIGNATURE, CHAIR, REGIONAL CONSORTIUM	_____ TYPED OR PRINTED NAME
---------------	--	--------------------------------

**COLLEGE PRESIDENT:**

All provisions of Title 5, Section 55130 have been considered. All factors, taken as a whole, support establishment and maintenance of the proposed changes to an existing, approved program.

<u>11-7-11</u> DATE	<u><i>Juan Vázquez</i></u> SIGNATURE, PRESIDENT OF THE COLLEGE	<u>Juan Vázquez</u> TYPED OR PRINTED NAME
------------------------	---	--

**DISTRICT APPROVAL (check one):**

On \_\_\_\_\_ (date), the governing board of the Rancho Santiago Community College District approved the proposed changes to this existing program attached to this request.

The governing board has delegated to me the authority to approve substantial changes to existing programs, and I have approved the associate degree or certificate attached to this request.

_____ DATE	_____ SIGNATURE, SUPERINTENDENT/CHANCELLOR OF DISTRICT	<u>Raúl Rodríguez, Ph. D.</u> TYPED OR PRINTED NAME
---------------	---	--

*Please retain the original signature page for your records and upload a scan of the signature page as an attachment.*



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Santiago Canyon and Santa Ana College - Student Services

To: Board of Trustees	Date: November 14, 2011
Re: Approval of Proposed Changes to Student Health Fee at SAC and SCC	
Action: Request for Approval	

**BACKGROUND**

Education Code section 76355 authorizes community college districts to charge a fee for health supervision and health services. The governing board of a district may increase the health fee by the same percentage increase as the Implicit Price Deflator for State and Local Government Purchase of Goods and Services. Whenever the calculation produces an increase of one dollar (\$1) above the existing fee, the fee may be increased by one dollar (\$1).

**ANALYSIS**

The California Community College Chancellor's Office issued the attached memo dated August 20, 2011 indicating that the Implicit Price Deflator Index has increased sufficiently since the last fee increase to support a one-dollar increase in the student health fee. The district currently charges students \$17 per semester and \$14 for summer session. The only health fee exemptions (Ed Code 76355) include: (1) any students who depends exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization; and (2) any student enrolled in an approved Apprenticeship Program. Health & Wellness Centers provide all students with access to on-campus health/medical care for acute illnesses, injuries and psychological counseling services. Medical and psychological health-care is provided by registered nurses, physicians, psychological interns and psychologists.

Financial support for health services is derived from the mandatory student health fee (including staff salaries & benefits). The one-dollar increase in the health fee for SAC and SCC students will insure that we continue to provide quality health services to our student population. Henceforth, the district will charge the maximum allowable fee as approved by the California State Chancellor's Office in accordance with the Education Code. Changes to the maximum allowable fee will be reported to the Board of Trustees and the Associated Student Government prior to implementation. Student governments at both colleges support the increase.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve a maximum fee of \$18 per semester and \$15 for summer session for health services provided by the colleges, effective spring 2012, and in the future charge the maximum allowable fee as approved by the California State Chancellor's Office in accordance with the Education Code.

Fiscal Impact: \$50,000 Revenue	Board Date: November 14, 2011
Prepared by: Sara Lundquist, Ph.D., Vice President of Student Services, SAC John Hernandez, Ph.D., Vice President of Student Services, SCC	
Submitted by: Erlinda J. Martinez, Ed.D., President, SAC Juan Vázquez, President, SCC	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**CALIFORNIA COMMUNITY COLLEGES  
SYSTEM OFFICE**

1102 Q STREET  
SACRAMENTO, CA 95811-6549  
(916) 445-8752  
HTTP://WWW.CCCCO.EDU



# Memorandum

**August 20, 2011**

**Fiscal Services Memo 11-06  
Via E-mail Only**

**To:** Superintendents/Presidents  
Chief Business Officers  
Chief Student Services Officers  
Health Services Program Directors  
Financial Aid Officers  
Admissions and Records Officers  
Extended Opportunity Programs and Services Directors

**From:** Frederick E. Harris, Assistant Vice Chancellor  
College Finance and Facilities Planning

**Subject:** Student Health Fee

Education Code Section 76355 provides the governing board of a community college district the option of increasing the student health services fee by the same percentage as the increase in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services. Whenever that calculation produces an increase of one dollar above the existing fee, the fee may be increased by \$1.00.

Based on calculations by the Financial, Economic, and Demographic Unit in the Department of Finance, the Implicit Price Deflator Index has now increased enough since the last fee increase of 2007 to support a one dollar increase in the student health fees. Effective with the Summer Session of 2011, districts may begin charging a maximum fee of \$18.00 per semester, \$15.00 for summer session, \$15.00 for each intersession of at least four weeks, or \$15.00 for each quarter.

For part-time students, the governing board shall decide the amount of the fee, if any, that the student is required to pay. The governing board may decide whether the fee shall be mandatory or optional.

The governing board operating a health services program must have rules that exempt the following students from any health services fee:

- Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.
- Students who are attending a community college under an approved apprenticeship training program.

All fees collected pursuant to this section shall be deposited in the Student Health Fee Account in the Restricted General Fund of the district. These fees shall be expended only to provide health services as specified in regulations adopted by the Board of Governors. Allowable expenditures include health supervision and services, including direct or indirect medical and hospitalization services, or the operation of a student health center or centers, or both. Allowable expenditures exclude athletic-related salaries, services, insurance, insurance deductibles, or any other expense that is not available to all students. No student shall be denied a service supported by student health fee on account of participation in athletic programs.

If you have any questions about the fee increase, please contact Michael Yarber at 916.327.6818 or [myarber@cccco.edu](mailto:myarber@cccco.edu).

Check Registers Submitted for Approval  
 Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52255	General Fund Unrestricted	54,882.28	0.00	54,882.28	92*0294216	92*0294300
52256	General Fund Unrestricted	68,939.00	0.00	68,939.00	92*0294301	92*0294384
52257	General Fund Unrestricted	69,624.50	0.00	69,624.50	92*0294385	92*0294468
52258	General Fund Unrestricted	45,914.48	0.00	45,914.48	92*0294469	92*0294525
52272	General Fund Unrestricted	80,515.00	0.00	80,515.00	92*0294594	92*0294678
52273	General Fund Unrestricted	79,931.89	0.00	79,931.89	92*0294679	92*0294762
52274	General Fund Unrestricted	67,977.00	0.00	67,977.00	92*0294763	92*0294846
52275	General Fund Unrestricted	89,655.00	0.00	89,655.00	92*0294847	92*0294930
52276	General Fund Unrestricted	90,027.07	0.00	90,027.07	92*0294931	92*0295014
52277	General Fund Unrestricted	81,270.01	0.00	81,270.01	92*0295015	92*0295098
52278	General Fund Unrestricted	29,266.90	0.00	29,266.90	92*0295099	92*0295127
52279	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0295128	92*0295132
52280	General Fund Unrestricted	2,056.26	0.00	2,056.26	92*0295133	92*0295136
52281	General Fund Unrestricted	50,990.00	0.00	50,990.00	92*0295137	92*0295139
52282	General Fund Unrestricted	13,089.60	0.00	13,089.60	92*0295140	92*0295141
52284	General Fund Unrestricted	1,137.50	0.00	1,137.50	92*0295152	92*0295154
52288	General Fund Unrestricted	24,460.33	0.00	24,460.33	92*0295159	92*0295161
52289	General Fund Unrestricted	2,887.67	0.00	2,887.67	92*0295162	92*0295167
52290	General Fund Unrestricted	5,655.42	0.00	5,655.42	92*0295169	92*0295170
52292	General Fund Unrestricted	34,578.19	0.00	34,578.19	92*0295177	92*0295177
52293	General Fund Unrestricted	1,526.94	0.00	1,526.94	92*0295178	92*0295184
52294	General Fund Unrestricted	832.00	0.00	832.00	92*0295185	92*0295189
52295	General Fund Unrestricted	288.50	0.00	288.50	92*0295190	92*0295190
52297	General Fund Unrestricted	46,012.00	0.00	46,012.00	92*0295192	92*0295220
52298	General Fund Unrestricted	41,871.00	0.00	41,871.00	92*0295221	92*0295247
52299	General Fund Unrestricted	6,854.28	0.00	6,854.28	92*0295248	92*0295255
52300	General Fund Unrestricted	32,576.43	0.00	32,576.43	92*0295256	92*0295260
52301	General Fund Unrestricted	3,204.03	0.00	3,204.03	92*0295261	92*0295268
52302	General Fund Unrestricted	4,144.97	0.00	4,144.97	92*0295269	92*0295275
52303	General Fund Unrestricted	1,212.78	0.00	1,212.78	92*0295277	92*0295283
52304	General Fund Unrestricted	93,216.50	0.00	93,216.50	92*0295284	92*0295284
52305	General Fund Unrestricted	2,090.57	0.00	2,090.57	92*0295286	92*0295291
52306	General Fund Unrestricted	103.28	0.00	103.28	92*0295292	92*0295295
52307	General Fund Unrestricted	7,851.08	0.00	7,851.08	92*0295298	92*0295299
52308	General Fund Unrestricted	2,267.14	0.00	2,267.14	92*0295300	92*0295304
52310	General Fund Unrestricted	1,208.25	0.00	1,208.25	92*0295310	92*0295313
52311	General Fund Unrestricted	16,625.45	0.00	16,625.45	92*0295316	92*0295318
52312	General Fund Unrestricted	17,967.58	0.00	17,967.58	92*0295319	92*0295321
52313	General Fund Unrestricted	1,578.94	0.00	1,578.94	92*0295322	92*0295324
52324	General Fund Unrestricted	419.00	0.00	419.00	92*0295359	92*0295359
52325	General Fund Unrestricted	1,423.90	0.00	1,423.90	92*0295360	92*0295367

Check Registers Submitted for Approval  
 Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52326	General Fund Unrestricted	55,455.00	0.00	55,455.00	92*0295368	92*0295396
52327	General Fund Unrestricted	47,421.00	0.00	47,421.00	92*0295397	92*0295423
52329	General Fund Unrestricted	3,519.72	0.00	3,519.72	92*0295429	92*0295433
52331	General Fund Unrestricted	1,650.86	0.00	1,650.86	92*0295440	92*0295442
52338	General Fund Unrestricted	13,814.00	0.00	13,814.00	92*0295464	92*0295464
52339	General Fund Unrestricted	69,141.00	0.00	69,141.00	92*0295465	92*0295465
52340	General Fund Unrestricted	4,736.58	0.00	4,736.58	92*0295466	92*0295470
52342	General Fund Unrestricted	1,261.34	0.00	1,261.34	92*0295476	92*0295478
52343	General Fund Unrestricted	1,319.96	0.00	1,319.96	92*0295479	92*0295481
52344	General Fund Unrestricted	1,262.96	0.00	1,262.96	92*0295483	92*0295489
52349	General Fund Unrestricted	3,344.22	0.00	3,344.22	92*0295494	92*0295494
52350	General Fund Unrestricted	14,845.50	0.00	14,845.50	92*0295495	92*0295497
52351	General Fund Unrestricted	15,509.56	0.00	15,509.56	92*0295498	92*0295498
52352	General Fund Unrestricted	20.26	0.00	20.26	92*0295503	92*0295503
52353	General Fund Unrestricted	3,024.50	0.00	3,024.50	92*0295509	92*0295509
52354	General Fund Unrestricted	2,683.75	0.00	2,683.75	92*0295510	92*0295516
52355	General Fund Unrestricted	6,000.00	0.00	6,000.00	92*0295520	92*0295520
52356	General Fund Unrestricted	1,644.86	0.00	1,644.86	92*0295522	92*0295526
52359	General Fund Unrestricted	2,984.45	0.00	2,984.45	92*0295534	92*0295537
52360	General Fund Unrestricted	2,385.14	0.00	2,385.14	92*0295538	92*0295539
52366	General Fund Unrestricted	4,224.72	0.00	4,224.72	92*0295548	92*0295557
52367	General Fund Unrestricted	1,637.53	0.00	1,637.53	92*0295558	92*0295558
52368	General Fund Unrestricted	9,291.99	0.00	9,291.99	92*0295564	92*0295567
52369	General Fund Unrestricted	26,599.10	0.00	26,599.10	92*0295568	92*0295574
52370	General Fund Unrestricted	30,686.65	0.00	30,686.65	92*0295575	92*0295577
52373	General Fund Unrestricted	1,939.00	0.00	1,939.00	92*0295582	92*0295591
52374	General Fund Unrestricted	1,560.40	0.00	1,560.40	92*0295592	92*0295600
52375	General Fund Unrestricted	2,924.80	0.00	2,924.80	92*0295601	92*0295606
52376	General Fund Unrestricted	1,590,479.77	0.00	1,590,479.77	92*0295607	92*0295608
52377	General Fund Unrestricted	3,113.75	0.00	3,113.75	92*0295609	92*0295616
52378	General Fund Unrestricted	3,305.16	0.00	3,305.16	92*0295619	92*0295623
52379	General Fund Unrestricted	124,792.71	0.00	124,792.71	92*0295624	92*0295626
52380	General Fund Unrestricted	94,043.70	0.00	94,043.70	92*0295627	92*0295629
52381	General Fund Unrestricted	16,418.69	0.00	16,418.69	92*0295630	92*0295633
52384	General Fund Unrestricted	848.00	0.00	848.00	92*0295638	92*0295641
52385	General Fund Unrestricted	2,154.17	0.00	2,154.17	92*0295645	92*0295647
52386	General Fund Unrestricted	350.85	0.00	350.85	92*0295649	92*0295649
52387	General Fund Unrestricted	976.78	0.00	976.78	92*0295654	92*0295658
52390	General Fund Unrestricted	3,138.82	0.00	3,138.82	92*0295670	92*0295675
52391	General Fund Unrestricted	6,702.79	0.00	6,702.79	92*0295676	92*0295679
52392	General Fund Unrestricted	15,174.20	0.00	15,174.20	92*0295680	92*0295680

Check Registers Submitted for Approval  
 Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52393	General Fund Unrestricted	3,153.11	0.00	3,153.11	92*0295686	92*0295693
52394	General Fund Unrestricted	631.00	0.00	631.00	92*0295695	92*0295696
52399	General Fund Unrestricted	5,488.00	0.00	5,488.00	92*0295707	92*0295712
52401	General Fund Unrestricted	2,325.11	0.00	2,325.11	92*0295714	92*0295720
52402	General Fund Unrestricted	11,822.07	0.00	11,822.07	92*0295723	92*0295725
52406	General Fund Unrestricted	2,119.88	0.00	2,119.88	92*0295743	92*0295748
52409	General Fund Unrestricted	1,252.04	0.00	1,252.04	92*0295751	92*0295756
52410	General Fund Unrestricted	184.88	0.00	184.88	92*0295761	92*0295762
52411	General Fund Unrestricted	6,380.41	0.00	6,380.41	92*0295763	92*0295769
52412	General Fund Unrestricted	1,989.61	0.00	1,989.61	92*0295770	92*0295773
52430	General Fund Unrestricted	429.50	0.00	429.50	92*0297001	92*0297009
52431	General Fund Unrestricted	17,915.10	0.00	17,915.10	92*0297010	92*0297013
52432	General Fund Unrestricted	11,279.77	0.00	11,279.77	92*0297014	92*0297016
52433	General Fund Unrestricted	1,863.32	0.00	1,863.32	92*0297017	92*0297022
52434	General Fund Unrestricted	3,028.63	0.00	3,028.63	92*0297024	92*0297031
52435	General Fund Unrestricted	7,908.17	0.00	7,908.17	92*0297034	92*0297036
52436	General Fund Unrestricted	6,715.38	0.00	6,715.38	92*0297037	92*0297045
52437	General Fund Unrestricted	997.67	0.00	997.67	92*0297048	92*0297049
52438	General Fund Unrestricted	8,959.72	0.00	8,959.72	92*0297050	92*0297051
52470	General Fund Unrestricted	86,107.86	0.00	86,107.86	92*0299043	92*0299044
52471	General Fund Unrestricted	7,789.58	0.00	7,789.58	92*0299045	92*0299047
52472	General Fund Unrestricted	1,977.73	0.00	1,977.73	92*0299049	92*0299053
52475	General Fund Unrestricted	2,311.50	0.00	2,311.50	92*0299059	92*0299070
52476	General Fund Unrestricted	192.50	0.00	192.50	92*0299071	92*0299073
52477	General Fund Unrestricted	1,382.00	0.00	1,382.00	92*0299074	92*0299074
52478	General Fund Unrestricted	360.00	0.00	360.00	92*0299080	92*0299083
52479	General Fund Unrestricted	5,777.18	0.00	5,777.18	92*0299084	92*0299090
52480	General Fund Unrestricted	8,048.10	0.00	8,048.10	92*0299091	92*0299099
52482	General Fund Unrestricted	16,653.50	0.00	16,653.50	92*0299105	92*0299108
52483	General Fund Unrestricted	191.95	0.00	191.95	92*0299114	92*0299114
52485	General Fund Unrestricted	4,617.29	0.00	4,617.29	92*0299116	92*0299123
52486	General Fund Unrestricted	1,080.02	0.00	1,080.02	92*0299124	92*0299130
52487	General Fund Unrestricted	919.22	0.00	919.22	92*0299134	92*0299134
52488	General Fund Unrestricted	5,013.25	0.00	5,013.25	92*0299135	92*0299136
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>3,608,011.01</u></b>	<b><u>0.00</u></b>	<b><u>3,608,011.01</u></b>		

Check Registers Submitted for Approval  
Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52282	General Fund Restricted	1,050.56	0.00	1,050.56	92*0295142	92*0295142
52283	General Fund Restricted	856.07	0.00	856.07	92*0295143	92*0295149
52284	General Fund Restricted	154.87	0.00	154.87	92*0295150	92*0295151
52290	General Fund Restricted	1,250.00	0.00	1,250.00	92*0295168	92*0295168
52291	General Fund Restricted	1,434.87	0.00	1,434.87	92*0295171	92*0295176
52303	General Fund Restricted	3,046.13	0.00	3,046.13	92*0295276	92*0295282
52305	General Fund Restricted	3,750.00	0.00	3,750.00	92*0295285	92*0295285
52307	General Fund Restricted	8,370.64	0.00	8,370.64	92*0295296	92*0295297
52308	General Fund Restricted	473.77	0.00	473.77	92*0295303	92*0295306
52309	General Fund Restricted	95,006.74	0.00	95,006.74	92*0295307	92*0295308
52310	General Fund Restricted	2,008.64	0.00	2,008.64	92*0295309	92*0295315
52312	General Fund Restricted	1,192.00	0.00	1,192.00	92*0295320	92*0295320
52314	General Fund Restricted	282.47	0.00	282.47	92*0295325	92*0295333
52315	General Fund Restricted	2,630.00	0.00	2,630.00	92*0295334	92*0295337
52328	General Fund Restricted	3,620.95	0.00	3,620.95	92*0295424	92*0295428
52330	General Fund Restricted	2,617.32	0.00	2,617.32	92*0295434	92*0295439
52338	General Fund Restricted	7,032.76	0.00	7,032.76	92*0295463	92*0295463
52341	General Fund Restricted	2,981.15	0.00	2,981.15	92*0295471	92*0295475
52343	General Fund Restricted	132.00	0.00	132.00	92*0295482	92*0295482
52344	General Fund Restricted	753.10	0.00	753.10	92*0295484	92*0295485
52352	General Fund Restricted	2,718.42	0.00	2,718.42	92*0295499	92*0295505
52353	General Fund Restricted	10,254.17	0.00	10,254.17	92*0295506	92*0295508
52355	General Fund Restricted	2,368.80	0.00	2,368.80	92*0295517	92*0295519
52356	General Fund Restricted	1,118.11	0.00	1,118.11	92*0295521	92*0295525
52357	General Fund Restricted	16,739.28	0.00	16,739.28	92*0295527	92*0295528
52358	General Fund Restricted	530.01	0.00	530.01	92*0295529	92*0295533
52367	General Fund Restricted	1,251.10	0.00	1,251.10	92*0295559	92*0295561
52368	General Fund Restricted	11,099.10	0.00	11,099.10	92*0295562	92*0295566
52378	General Fund Restricted	217.18	0.00	217.18	92*0295617	92*0295622
52385	General Fund Restricted	1,035.76	0.00	1,035.76	92*0295642	92*0295648
52386	General Fund Restricted	2,938.02	0.00	2,938.02	92*0295650	92*0295652
52387	General Fund Restricted	250.93	0.00	250.93	92*0295653	92*0295653
52388	General Fund Restricted	4,528.40	0.00	4,528.40	92*0295659	92*0295664
52389	General Fund Restricted	92,066.00	0.00	92,066.00	92*0295665	92*0295668
52390	General Fund Restricted	350.00	0.00	350.00	92*0295669	92*0295669
52391	General Fund Restricted	6,655.96	0.00	6,655.96	92*0295677	92*0295678
52392	General Fund Restricted	599.16	0.00	599.16	92*0295681	92*0295685
52394	General Fund Restricted	1,429.41	0.00	1,429.41	92*0295694	92*0295698
52399	General Fund Restricted	2,991.73	0.00	2,991.73	92*0295708	92*0295710
52400	General Fund Restricted	31,641.38	0.00	31,641.38	92*0295713	92*0295713
52401	General Fund Restricted	1,296.84	0.00	1,296.84	92*0295721	92*0295722

Check Registers Submitted for Approval  
 Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52403	General Fund Restricted	3,770.10	0.00	3,770.10	92*0295726	92*0295731
52404	General Fund Restricted	1,909.60	0.00	1,909.60	92*0295732	92*0295736
52405	General Fund Restricted	585.16	0.00	585.16	92*0295737	92*0295742
52406	General Fund Restricted	300.00	0.00	300.00	92*0295745	92*0295745
52410	General Fund Restricted	2,507.28	0.00	2,507.28	92*0295757	92*0295760
52428	General Fund Restricted	4,399.43	0.00	4,399.43	92*0296991	92*0296992
52429	General Fund Restricted	1,833.84	0.00	1,833.84	92*0296993	92*0296999
52430	General Fund Restricted	1,493.12	0.00	1,493.12	92*0297000	92*0297008
52433	General Fund Restricted	178.74	0.00	178.74	92*0297020	92*0297020
52434	General Fund Restricted	330.02	0.00	330.02	92*0297023	92*0297028
52435	General Fund Restricted	10,541.83	0.00	10,541.83	92*0297032	92*0297033
52436	General Fund Restricted	840.31	0.00	840.31	92*0297039	92*0297047
52439	General Fund Restricted	29,442.13	0.00	29,442.13	92*0297052	92*0297052
52466	General Fund Restricted	2,800.00	0.00	2,800.00	92*0299008	92*0299014
52467	General Fund Restricted	1,600.00	0.00	1,600.00	92*0299015	92*0299024
52468	General Fund Restricted	1,440.00	0.00	1,440.00	92*0299025	92*0299033
52469	General Fund Restricted	1,440.00	0.00	1,440.00	92*0299034	92*0299042
52472	General Fund Restricted	495.38	0.00	495.38	92*0299048	92*0299054
52477	General Fund Restricted	2,683.98	0.00	2,683.98	92*0299075	92*0299077
52478	General Fund Restricted	328.25	0.00	328.25	92*0299078	92*0299082
52481	General Fund Restricted	6,128.23	0.00	6,128.23	92*0299100	92*0299104
52483	General Fund Restricted	876.37	0.00	876.37	92*0299109	92*0299113
52486	General Fund Restricted	309.66	0.00	309.66	92*0299128	92*0299129
52487	General Fund Restricted	2,572.48	0.00	2,572.48	92*0299131	92*0299133
<b>Total Fund 12 General Fund Restricted</b>		<b>409,529.71</b>	<b>0.00</b>	<b>409,529.71</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52285	Child Development Fund	501.49	0.00	501.49	92*0295155	92*0295155
52316	Child Development Fund	3,293.72	0.00	3,293.72	92*0295338	92*0295344
52317	Child Development Fund	107.22	0.00	107.22	92*0295345	92*0295349
52332	Child Development Fund	2,036.14	0.00	2,036.14	92*0295443	92*0295448
52345	Child Development Fund	503.99	0.00	503.99	92*0295490	92*0295490
52361	Child Development Fund	440.53	0.00	440.53	92*0295540	92*0295541
52362	Child Development Fund	5,218.59	0.00	5,218.59	92*0295542	92*0295544
52371	Child Development Fund	12,279.67	0.00	12,279.67	92*0295578	92*0295580
52382	Child Development Fund	610.58	0.00	610.58	92*0295634	92*0295636
52395	Child Development Fund	1,480.78	0.00	1,480.78	92*0295699	92*0295701
52413	Child Development Fund	6,712.11	0.00	6,712.11	92*0295774	92*0295778
52440	Child Development Fund	492.99	0.00	492.99	92*0297053	92*0297056
52441	Child Development Fund	3,672.94	0.00	3,672.94	92*0297057	92*0297061
52489	Child Development Fund	746.73	0.00	746.73	92*0299137	92*0299140
52490	Child Development Fund	43,727.72	0.00	43,727.72	92*0299141	92*0299141
52491	Child Development Fund	2,540.29	0.00	2,540.29	92*0299142	92*0299146
<b>Total Fund 33 Child Development Fund</b>		<b>84,365.49</b>	<b>0.00</b>	<b>84,365.49</b>		

Check Registers Submitted for Approval  
 Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52286	Capital Outlay Projects Fund	5,668.45	0.00	5,668.45	92*0295156	92*0295157
52322	Capital Outlay Projects Fund	4,500.00	0.00	4,500.00	92*0295356	92*0295356
52336	Capital Outlay Projects Fund	13,314.10	0.00	13,314.10	92*0295459	92*0295461
52346	Capital Outlay Projects Fund	907.43	0.00	907.43	92*0295491	92*0295491
52365	Capital Outlay Projects Fund	13,636.00	0.00	13,636.00	92*0295547	92*0295547
52396	Capital Outlay Projects Fund	26,756.27	0.00	26,756.27	92*0295702	92*0295703
52397	Capital Outlay Projects Fund	122.74	0.00	122.74	92*0295704	92*0295705
52407	Capital Outlay Projects Fund	4,245.02	0.00	4,245.02	92*0295749	92*0295749
52474	Capital Outlay Projects Fund	16,118.00	0.00	16,118.00	92*0299058	92*0299058
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b><u>85,268.01</u></b>	<b><u>0.00</u></b>	<b><u>85,268.01</u></b>		

Check Registers Submitted for Approval  
 Checks Written for Period 10/14/11 thru 11/04/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52296	Bond Fund, Measure E	1,950.00	0.00	1,950.00	92*0295191	92*0295191
52318	Bond Fund, Measure E	19,500.00	0.00	19,500.00	92*0295350	92*0295350
52319	Bond Fund, Measure E	78,187.43	0.00	78,187.43	92*0295351	92*0295353
52320	Bond Fund, Measure E	167.77	0.00	167.77	92*0295354	92*0295354
52321	Bond Fund, Measure E	1,077.50	0.00	1,077.50	92*0295355	92*0295355
52333	Bond Fund, Measure E	46,561.95	0.00	46,561.95	92*0295449	92*0295452
52334	Bond Fund, Measure E	147,015.00	0.00	147,015.00	92*0295453	92*0295454
52335	Bond Fund, Measure E	37,052.18	0.00	37,052.18	92*0295455	92*0295458
52347	Bond Fund, Measure E	125.78	0.00	125.78	92*0295492	92*0295492
52363	Bond Fund, Measure E	26,892.00	0.00	26,892.00	92*0295545	92*0295545
52364	Bond Fund, Measure E	34,837.54	0.00	34,837.54	92*0295546	92*0295546
52372	Bond Fund, Measure E	1,598.90	0.00	1,598.90	92*0295581	92*0295581
52383	Bond Fund, Measure E	12,600.00	0.00	12,600.00	92*0295637	92*0295637
52442	Bond Fund, Measure E	5,180.92	0.00	5,180.92	92*0297062	92*0297063
52473	Bond Fund, Measure E	57,998.45	0.00	57,998.45	92*0299055	92*0299057
52484	Bond Fund, Measure E	71,479.77	0.00	71,479.77	92*0299115	92*0299115
52492	Bond Fund, Measure E	167,597.39	0.00	167,597.39	92*0299147	92*0299149
52493	Bond Fund, Measure E	27,107.64	0.00	27,107.64	92*0299150	92*0299153
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>736,930.22</u></b>	<b><u>0.00</u></b>	<b><u>736,930.22</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52323	Property and Liability Fund	18,110.65	0.00	18,110.65	92*0295357	92*0295358
52398	Property and Liability Fund	75.00	0.00	75.00	92*0295706	92*0295706
52495	Property and Liability Fund	23,055.00	0.00	23,055.00	92*0299155	92*0299156
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>41,240.65</u></b>	<b><u>0.00</u></b>	<b><u>41,240.65</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52287	Workers' Compensation Fund	279.90	0.00	279.90	92*0295158	92*0295158
52348	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0295493	92*0295493
52408	Workers' Compensation Fund	775.85	0.00	775.85	92*0295750	92*0295750
52494	Workers' Compensation Fund	21.70	0.00	21.70	92*0299154	92*0299154
<b>Total Fund 62 Workers' Compensation Fu</b>		<u><u>2,914.95</u></u>	<u><u>0.00</u></u>	<u><u>2,914.95</u></u>		

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52337	Student Financial Aid Fund	243.72	0.00	243.72	92*0295462	92*0295462
<b>Total Fund 74 Student Financial Aid Fund</b>		<u>243.72</u>	<u>0.00</u>	<u>243.72</u>		

**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,608,011.01
Total Fund 12 General Fund Restricted	409,529.71
Total Fund 33 Child Development Fund	84,365.49
Total Fund 41 Capital Outlay Projects Fund	85,268.01
Total Fund 42 Bond Fund, Measure E	736,930.22
Total Fund 61 Property and Liability Fund	41,240.65
Total Fund 62 Workers' Compensation Fund	2,914.95
Total Fund 74 Student Financial Aid Fund	243.72
Grand Total:	<u><u>4,968,503.76</u></u>

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Additional Legal Services - Law Offices of Gregory D. Thatch	
Action:	Request for Approval	

**BACKGROUND**

The law firm of Gregory D. Thatch specializes in facilities development projects and government land use. On September 13, 2010, the Board authorized the use of the Law Offices of Gregory D. Thatch with a not to exceed amount of \$10,000. On August 22, 2011, the Board approved an additional \$15,000 plus reimbursables. The revised contract amount has been exceeded by \$3,462 based on the last invoice for services.

**ANALYSIS**

Legal counsel was requested to finalize documents and represent the RSCCD in the proposed Peace Officers Memorial long term lease negotiations and lease documents. The lease for the memorial has now been completed and no additional attorney services are required for this project.

Hourly rates for the Law Offices of Gregory D. Thatch attorneys range from \$250 per hour to \$525 per hour. Law clerks time will be billed at the rate of \$75 per hour. Reimbursable costs for out-of-pocket expenses and travel is in addition to these hourly rates.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the increase of additional authorization of \$3,462 for the Law Office of Gregory D. Thatch to provide legal services as presented.

Fiscal Impact:	\$3,462 plus reimbursables	Board Date: November 14, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

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

To: Board of Trustees	Date: November 14, 2011
Re: Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended September 30, 2011	
Action: Request for Approval	

**BACKGROUND**

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

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the first quarter in fiscal year 2011-12 ended September 30, 2011.

**ANALYSIS**

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the three months covered in this report, the District has recognized 20.1% of budgeted revenues and other financing sources and 20.3% of budgeted expenditures and other outgo in the unrestricted General Fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending September 30, 2011 as presented.

Fiscal Impact:	Not applicable	Board Date:	November 14, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

California Community Colleges  
**QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q**  
 Fiscal Year 2011-2012

District: (870) Rancho Santiago Community College

Quarter Ended: September 30, 2011

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

As of June 30 for fiscal year specified.

	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	147,790,705	147,237,880	146,382,590	135,485,656
Other Financing Sources (Objects 8900)	16,237	18,428	17,279	16,500
<b>Total Unrestricted Revenues</b>	<b>147,806,942</b>	<b>147,256,308</b>	<b>146,399,869</b>	<b>135,502,156</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	146,044,061	130,775,432	130,076,750	142,327,809
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	832,530	1,667,613	1,596,948	1,521,041
<b>Total Unrestricted Expenditures</b>	<b>146,876,591</b>	<b>132,443,045</b>	<b>131,673,698</b>	<b>143,848,850</b>
Revenues Over(Under) Expenditures	930,351	14,813,263	14,726,171	-8,346,694
Fund Balance, Beginning	15,476,747	16,566,608	31,418,493	46,173,393
Prior Year Adjustments + (-)	159,510	38,622	28,729	0
<b>Adjusted Fund Balance, Beginning</b>	<b>15,636,257</b>	<b>16,605,230</b>	<b>31,447,222</b>	<b>46,173,393</b>
<b>Fund Balance, Ending</b>	<b>16,566,608</b>	<b>31,418,493</b>	<b>46,173,393</b>	<b>37,826,699</b>
% of GF Balance to GF Expenditures	11.3%	23.7%	35.1%	26.3%

II. Annualized Attendance FTES:

Annualized FTES (Excluding apprentices and non-residents)	2008-09	2009-10	2010-11	2011-12
	34,310	30,564	30,745	28,585

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

	As of the specified quarter ended for each fiscal year presented			
	2008-09	2009-10	2010-11	2011-12
General Fund Cash Balance (Excluding Borrowed Funds)	10,275,806	32,802,676	13,428,483	46,847,611

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,485,656	135,532,419	27,188,717	20.1%
Other Financing Sources (Objects 8900)	16,500	16,500	14,244	86.3%
<b>Total Unrestricted Revenues</b>	<b>135,502,156</b>	<b>135,548,919</b>	<b>27,202,961</b>	<b>20.1%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,327,809	142,328,596	29,160,648	20.5%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,521,041	1,521,041	0	0.0%
<b>Total Unrestricted Expenditures</b>	<b>143,848,850</b>	<b>143,849,637</b>	<b>29,160,648</b>	<b>20.3%</b>
Revenues Over(Under) Expenditures	(8,346,694)	(8,300,718)	(1,957,687)	
Adjusted Fund Balance, Beginning	46,173,393	46,173,393	46,173,393	
<b>Fund Balance, Ending</b>	<b>37,826,699</b>	<b>37,872,675</b>	<b>44,215,706</b>	
% of UGF Fund Balance to UGF Expenditures	26.3%	26.3%		

V. Has the district settled any employee contracts during this quarter? YES  NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**SALARIES**

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
Year 2						
Year 3						

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

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

YES  NO

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

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

YES  NO

Next Year?

YES  NO

**CERTIFICATION**

**Rancho Santiago Community College District**

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

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

\_\_\_\_\_  
District Chief Business Officer Date

\_\_\_\_\_  
District Chief Executive Officer Date

Quarter Ended: September 30, 2011

Governing Board Meeting Date: November 14, 2011

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Quarterly Investment Report as of September 30, 2011	
Action:	For Information	

**BACKGROUND**

The Quarterly Investment Report for the quarter ended September 30, 2011 is submitted in accordance with Section 53646(b) of the Government Code. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

**ANALYSIS**

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of September 30, 2011 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2011, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending September 30, 2011.

All investments for the quarter ended September 30, 2011 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

**RECOMMENDATION**

The quarterly investment report as of September 30, 2011 is presented as information.

Fiscal Impact:	None	Board Date: November 14, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Rancho Santiago Community College District  
Statement of Cash  
September 30, 2011**

 **FILE COPY**

<b>Description</b>	<b>Amount</b>	<b>Interest Rate</b>	<b>QTR</b>	<b>% of Investment</b>
<b>Orange County Treasurer</b>				
General Obligation Bonds	94,154,062	0.55%	July-Sept	45.90%
Bond Sinking Funds	11,761,568	0.55%	July-Sept	5.73%
All Other Funds	98,789,865	0.55%	July-Sept	48.16%
<b>Local Agency Investment Fund (LAIF)</b>	149,257	0.38%	July-Sept	0.07%
<b>Revolving Fund, Refundable Deposits and Cash in Banks</b>	274,656	0.00%	July-Sept	0.13%
	<u><u>205,129,408</u></u>			<u><u>100.00%</u></u>

## Rancho Santiago Community College District

Cash Position  
September 30, 2011

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	46,647,955				99,656	100,000			46,847,611
Child Development Fund	12	33	239,080								239,080
Bond Fund Measure E	22	42	94,154,062								94,154,062
Bond Int & Red Fund	31	21				5,138,608					5,138,608
Bond Int & Red Fund	32	22				4,391,641					4,391,641
Bond Int & Red Fund	33	23				2,231,319					2,231,319
Capital Outlay Projects Fund	40	41	19,579,814								19,579,814
Workers' Compensation Fund	68	62	4,912,485						50,000		4,962,485
Property and Liability Fund	70	61	480,213						25,000		505,213
Retiree Benefits Fund	71	63	28,128,887							149,257	28,278,144
Student Financial Aid	74	74	(1,572,056)	24,328	349,159						(1,198,569)
<b>Totals</b>			<b>192,570,440</b>	<b>24,328</b>	<b>349,159</b>	<b>11,761,568</b>	<b>99,656</b>	<b>100,000</b>	<b>75,000</b>	<b>149,257</b>	<b>205,129,408</b>



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

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**INTERDEPARTMENTAL COMMUNICATION**

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**Date:** October 18, 2011

**To:** Supervisor Bill Campbell, Chair  
Supervisor John Moorlach, Vice-Chair  
Supervisor Patricia Bates  
Supervisor Shawn Nelson  
Supervisor Janet Nguyen

**From:** Shari L. Freidenrich, CPA, CCMT, CPFA, CPFIM *Shari*

**Subject:** Treasurer's Investment Report for the Month Ended September 30, 2011

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Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended September 30, 2011. This report is provided in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at <http://bos.ocgov.com/ocinvestments>.

**INVESTMENT POOL COMPOSITION**

The investments contained within this report are as of September 30, 2011. The Investment Pool Statistics summary shows the total investments responsibility of the Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool which includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investments funds.

The Investment Policy requires investment of public funds in a manner which will, in order of priority, maintain safety of principal while meeting fund participants' daily cash flow needs, achieve a market rate yield, and attempt to stabilize the Net Asset Value at \$1.00, for the Money Market Funds, while conforming to all applicable State statutes and Board actions regarding public funds investment. The County Treasurer established three Money Market Pools, the Orange County Money Market Pool, the John Wayne Airport Investment Pool and the Educational Money Market Pool, which all are invested primarily in cash-equivalent securities and provide liquidity for immediate cash needs. The County Treasurer also established the Extended Fund which is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Educational Investment Pool is comprised of the Educational Money Market Fund and portions of the Extended Fund. Standard & Poors, in January 2011, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds.

The maximum maturity of investments for the two Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days and they have a current WAM of 56 and 59 respectively. The maximum maturity of the Extended Fund is 5 years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.35), currently at 1.42. The investments in the Pools are marked to market daily to determine the value of the Pools. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required. Any investment type not specifically authorized under the Investment Policy, but allowed by State Law, must be approved by the Treasury Oversight Committee and the Board of Supervisors prior to purchase of the security.

*Mission: Ensure safe and timely receipt, deposit, collection and investment of public funds.*

5.4 (4)

## **ECONOMIC UPDATE**

Interest rates on U.S. government debt remained at historic low levels during the first half of September as economic data such as monthly payroll and retail sales showed no signs of improvement in the U.S. economy. In addition, the ongoing concerns regarding the European Union credit issues kept U.S. interest rates low.

The Federal Reserve met on September 21<sup>st</sup> and will implement the "Maturity Extension Program". This Federal Reserve program will purchase \$400 billion of Treasury securities between September and June 2012 with maturities ranging from 6 years to 30 years. They plan to sell an equal amount of maturities of Treasury securities of 3 years or less during the same period. This announcement caused rates on U.S. Treasury investments maturing between two and five years to increase slightly.

At month-end, U.S. Treasury investments that mature in the next 90 days yielded around 0.02 percent and the rate on two year Treasury increased from the low of 0.15 percent during the month to 0.24 percent.

## **INVESTMENT INTEREST YIELDS AND FORECAST**

Our current gross interest yield for 2011/2012 is 0.59% for the Orange County Investment Pool and 0.55% for the Orange County Educational Investment Pool. There is no change in our forecasted yield for fiscal year 2011/2012 estimated at a gross interest yield of 0.40%.

## **APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS**

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued but unpaid interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The August and September 2011 interest apportionments are expected to be paid by October 31, 2011. Currently the county charges 10 basis points for administrative fees.

## **COMPLIANCE SUMMARY**

The investment portfolios had no compliance exceptions for the month of September, 2011. The July 2011 Auditor-Controller Report on Compliance Monitoring stated that the portfolios were in compliance with the IPS and there were no compliance issues. The Report on Review of the Statement of Assets Held by the County Treasury as of June 30, 2011 stated that no material modifications needed to be made to the financial statements prepared on a modified cash basis.

## **CREDIT UPDATE**

On September 13, 2011, the Board of Supervisors approved the IPS which exempted U.S. government debt from any ratings restrictions. There were no other changes to the approved issuer list.

I certify that this report includes all pool and non-pooled investments as of September 30, 2011 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on September 13, 2011. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosure

cc: Distribution List

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**SUMMARY OF INVESTMENT DATA**

**INVESTMENT TRENDS**

	SEPTEMBER 2011	AUGUST 2011	INCREASE (DECREASE)	NET CHANGE %	SEPTEMBER 2010	CHANGE	NET CHANGE %
<b><u>Orange County Investment Pool</u></b>							
End Of Month Market Value	\$ 2,927,969,744	\$ 3,113,002,547	\$ (185,032,803)	-6.32%	\$ 3,025,805,624	\$ (97,835,880)	-3.34%
End Of Month Book Value	\$ 2,922,306,216	\$ 3,106,338,445	\$ (184,032,229)	-6.30%	\$ 3,019,282,602	\$ (96,976,386)	-3.32%
Monthly Average Balance	\$ 3,012,824,272	\$ 2,995,603,119	\$ 17,221,153	0.57%	\$ 3,086,186,613	\$ (73,362,341)	-2.44%
Year-To-Date Average Balance	\$ 3,054,975,816	\$ 3,076,051,589	\$ (21,075,772)	-0.69%	\$ 3,145,272,345	\$ (90,296,529)	-2.96%
Monthly Accrued Earnings	\$ 1,311,915	\$ 1,519,032	\$ (207,118)	-15.79%	\$ 2,621,472	\$ (1,309,558)	-99.82%
Monthly Net Yield	0.43%	0.50%	-0.07%	-15.62%	0.93%	-0.50%	-116.78%
Annual Budgeted Gross Yield*	0.75%	0.75%	0.00%	0.00%	1.10%	-0.35%	-46.67%
Weighted Average Maturity	318	269	49	15.4%	480	(162)	-50.9%
<b><u>Orange County Educational Investment Pool</u></b>							
End Of Month Market Value	\$ 3,057,488,797	\$ 2,979,867,661	\$ 77,621,136	2.54%	\$ 2,745,245,175	\$ 312,243,622	10.21%
End Of Month Book Value	\$ 3,052,711,328	\$ 2,973,903,993	\$ 78,807,335	2.58%	\$ 2,740,826,616	\$ 311,884,712	10.22%
Monthly Average Balance	\$ 2,988,055,870	\$ 2,881,152,890	\$ 106,902,980	3.58%	\$ 2,768,726,618	\$ 219,329,252	7.34%
Year-To-Date Average Balance	\$ 2,958,600,016	\$ 2,943,872,088	\$ 14,727,927	0.50%	\$ 2,707,345,279	\$ 251,254,737	8.49%
Monthly Accrued Earnings	\$ 1,259,380	\$ 1,367,255	\$ (107,875)	-8.57%	\$ 2,176,827	\$ (917,446)	-72.85%
Monthly Net Yield	0.41%	0.46%	-0.05%	-11.41%	0.84%	-0.43%	-104.37%
Annual Budgeted Gross Yield*	0.75%	0.75%	0.00%	0.00%	1.10%	-0.35%	-46.67%
Weighted Average Maturity	265	254	11	4.2%	418	(153)	-57.7%

\* Forecasted Gross Yield has been adjusted to 0.40%

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
**FOR THE MONTH AND QUARTER ENDED: SEPTEMBER 30, 2011**

**INVESTMENT STATISTICS - By Investment Pool\*\*\***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 09/30/11	MONTHLY Gross Yield	QUARTER Average Gross Yield	Current NAV
<b>COMBINED POOL BALANCES (includes the Extended Fund)</b>						
Orange County Investment Pool	MARKET Value \$ 2,927,988,744 COST (Capital) \$ 2,928,484,152 MONTHLY AVG Balance \$ 3,012,824,272 QUARTERLY AVG Balance \$ 3,054,975,818 BOOK Value \$ 2,922,308,218	318	0.59%	0.53%	0.59%	1.00
Orange County Educational Investment Pool	MARKET Value \$ 3,057,488,797 COST (Capital) \$ 3,057,106,772 MONTHLY AVG Balance \$ 2,988,055,878 QUARTERLY AVG Balance \$ 2,958,800,018 BOOK Value \$ 3,082,711,328	265	0.54%	0.51%		1.00

**INVESTMENT STATISTICS - Non Pooled Investments\*\***

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE
Specific Investment Funds: 112, 283, 483, 494, 497 505, 510, 514, 158	MARKET Value \$ 57,125,227 COST (Capital) \$ 57,218,820 MONTHLY AVG Balance \$ 57,156,687 QUARTERLY AVG Balance \$ 59,010,068	Money Market Mutual Funds \$ 6,235,227 Repurchase Agreement 1,081,500 John Wayne Airport Investment Pool 49,781,668 GNMA Mortgage-Backed Security 121,231 <b>\$ 57,219,626</b>

**NET INVESTMENTS**

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
County Money Market Fund \$ 1,289,937,273	County Funds \$ 2,924,418,285
County Cash***** (2,065,867)	Educational Funds 3,061,914,050
Educational Money Market Fund 1,707,106,772	Specific Investment Funds 57,219,626
Extended Fund 2,988,548,879	
Educational Cash 4,807,279	
Non Pooled Investments @ Cost 57,219,626	
<b>\$ 6,043,551,961</b>	<b>\$ 6,043,551,961</b>

**INTEREST RATE YIELD**

INTEREST RATE YIELD	WEIGHTED AVERAGE MATURITY (WAM)
COUNTY MONEY MARKET FUND - MONTHLY GROSS YIELD 0.19%	COUNTY MONEY MARKET FUND 58
EDUCATIONAL MONEY MARKET FUND - MONTHLY GROSS YIELD 0.23%	EDUCATIONAL MONEY MARKET FUND 59
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD 0.19%	JOHN WAYNE AIRPORT WAM 58
COUNTY INVESTMENT POOL - YTD NET YIELD**** 0.49%	LGIP WAM (Standard & Poors) 43
EDUCATIONAL INVESTMENT POOL - YTD NET YIELD**** 0.45%	I-MONEY NET PRIME MMF WAM 35
I-MONEY NET PRIME MONEY MARKET FUND - SEPTEMBER AVERAGE NET YIELD 0.04%	
90-DAY T-BILL YIELD SEPTEMBER AVERAGE 0.01%	

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
INVESTMENT POOL STATISTICS  
FOR THE MONTH AND QUARTER ENDED: SEPTEMBER 30, 2011**

**INVESTMENT STATISTICS - By Investment Fund\***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 09/30/11	MONTHLY Gross Yield	QUARTER Average Gross Yield	Current NAV
<b>County Money Market Fund</b>	MARKET Value \$ 1,288,981,027	58	0.23%	0.19%	0.22%	1.00
	COST (Capital) \$ 1,289,937,273					
	MONTHLY AVG Balance \$ 1,479,759,272					
	QUARTERLY AVG Balance \$ 1,426,700,222					
	BOOK Value \$ 1,288,888,588					
<b>Educational Money Market Fund</b>	MARKET Value \$ 1,708,474,588	59	0.22%	0.23%	0.24%	1.00
	COST (Capital) \$ 1,707,106,772					
	MONTHLY AVG Balance \$ 1,638,058,870					
	QUARTERLY AVG Balance \$ 1,608,600,016					
	BOOK Value \$ 1,708,289,748					
<b>Extended Fund</b>	MARKET Value \$ 2,991,063,008	528	0.94%	0.88%	0.91%	1.00
	COST (Capital) \$ 2,988,546,879					
	MONTHLY AVG Balance \$ 2,883,073,999					
	QUARTERLY AVG Balance \$ 2,978,275,594					
	BOOK Value \$ 2,988,889,213					

**ALLOCATION OF EXTENDED FUND**

<b>Extended Fund County Share</b>	MARKET Value \$ 1,638,988,717	528	0.94%	0.88%	0.91%	1.00
	COST (Capital) \$ 1,638,546,879					
	MONTHLY AVG Balance \$ 1,633,073,999					
	QUARTERLY AVG Balance \$ 1,628,275,594					
	BOOK Value \$ 1,633,448,631					
<b>Educational Share</b>	MARKET Value \$ 1,352,074,291	528	0.94%	0.88%	0.91%	1.00
	COST (Capital) \$ 1,350,000,000					
	MONTHLY AVG Balance \$ 1,350,000,000					
	QUARTERLY AVG Balance \$ 1,350,000,000					
	BOOK Value \$ 1,347,442,582					
<b>Duration</b>	1.42					

\* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.

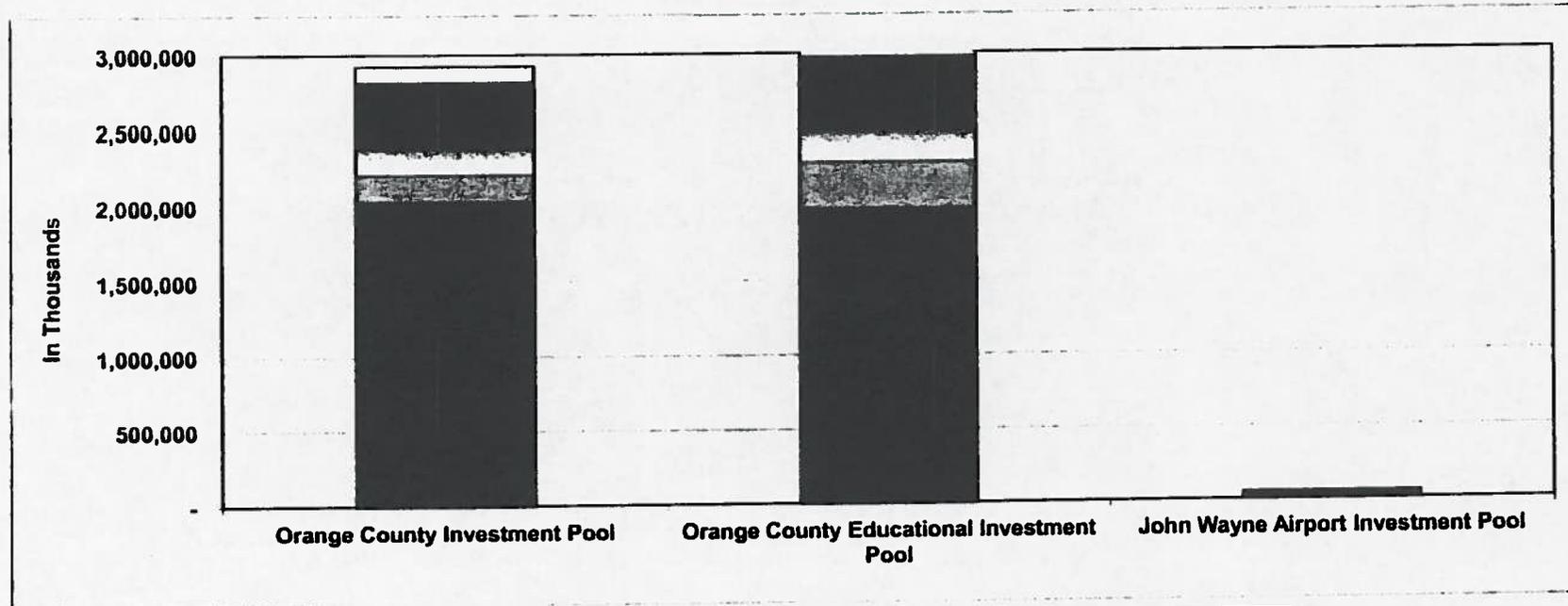
\*\* Specific non pooled Investments are reported in compliance with Government Code Section 53846 (b)(1). Detailed descriptions are included in the Inventory listing in Section VII of this report.

\*\*\* The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.

\*\*\*\* This is the OCIP-Net Yield which differs from the monthly average yield above due to the Treasury administrative fees.

\*\*\*\*\* The negative accounting book balance is due to cash received by the County from the State and not booked timely

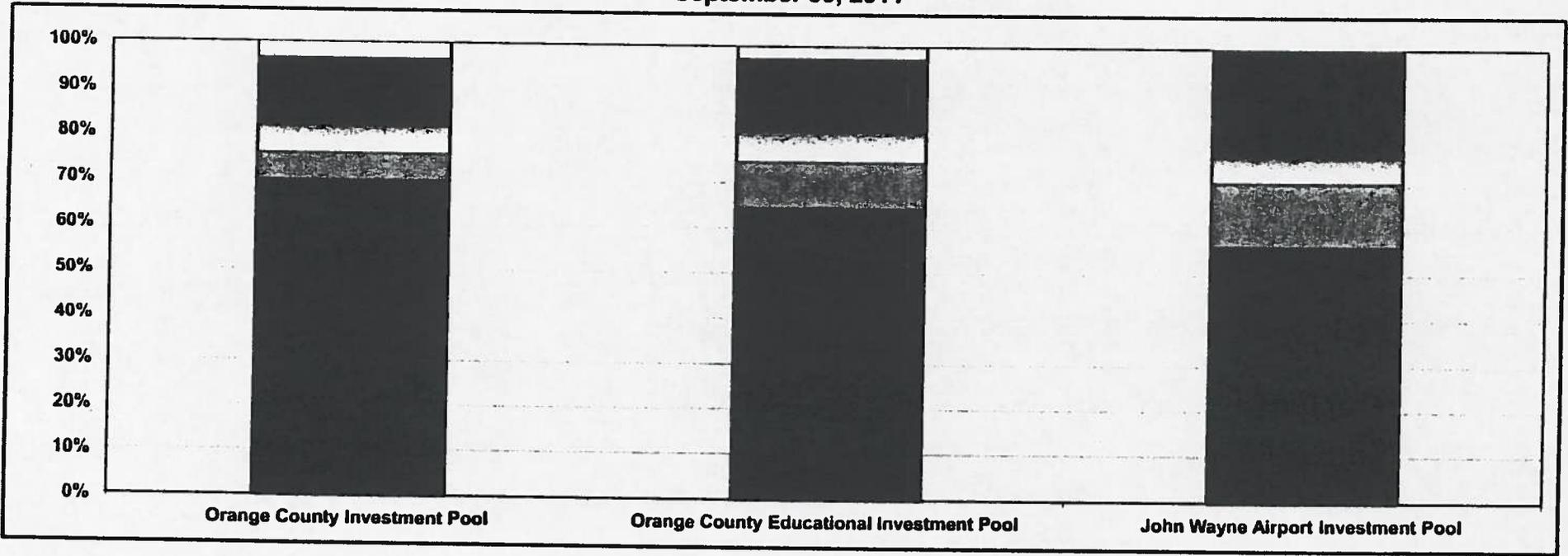
**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**BY INVESTMENT TYPE - By Dollar Amount**  
**September 30, 2011**



	Orange County Investment Pool	Orange County Educational Investment Pool In Thousands	John Wayne Airport Investment Pool
■ CERTIFICATES OF DEPOSIT	\$ 217,335	\$ 225,691	\$ 6,349
■ COMMERCIAL PAPER	131,779	84,974	5,779
■ U.S. GOVERNMENT AGENCIES	1,685,126	1,658,914	15,895
■ MONEY MARKET FUNDS	178,251	310,273	7,064
■ MEDIUM - TERM NOTES	181,521	209,991	3,030
■ MEDIUM - TERM NOTES - FDIC	263,187	319,588	11,569
■ MUNICIPAL DEBT	167,510	162,877	-
■ U.S. TREASURIES	103,261	85,181	-
	<b>\$ 2,927,970</b>	<b>\$ 3,057,489</b>	<b>\$ 49,687</b>

Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement  
 Calculated Using Market Value at 09/30/2011

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**BY INVESTMENT TYPE - By Percentage Holdings**  
 September 30, 2011



Orange County Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 217,335	7.42%
COMMERCIAL PAPER	131,779	4.50%
U.S. GOVERNMENT AGENCIES	1,685,126	57.55%
MONEY MARKET FUNDS	178,251	6.09%
MEDIUM - TERM NOTES	181,521	6.20%
MEDIUM - TERM NOTES - FDIC	263,187	8.99%
MUNICIPAL DEBT	167,510	5.72%
U.S. TREASURIES	103,261	3.53%
	<u>\$ 2,927,970</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 225,691	7.38%
COMMERCIAL PAPER	84,974	2.78%
U.S. GOVERNMENT AGENCIES	1,658,914	54.25%
MONEY MARKET FUNDS	310,273	10.15%
MEDIUM - TERM NOTES	209,991	6.87%
MEDIUM - TERM NOTES - FDIC	319,588	10.45%
MUNICIPAL DEBT	162,877	5.33%
U.S. TREASURIES	85,181	2.79%
	<u>\$ 3,057,489</u>	<u>100.00%</u>

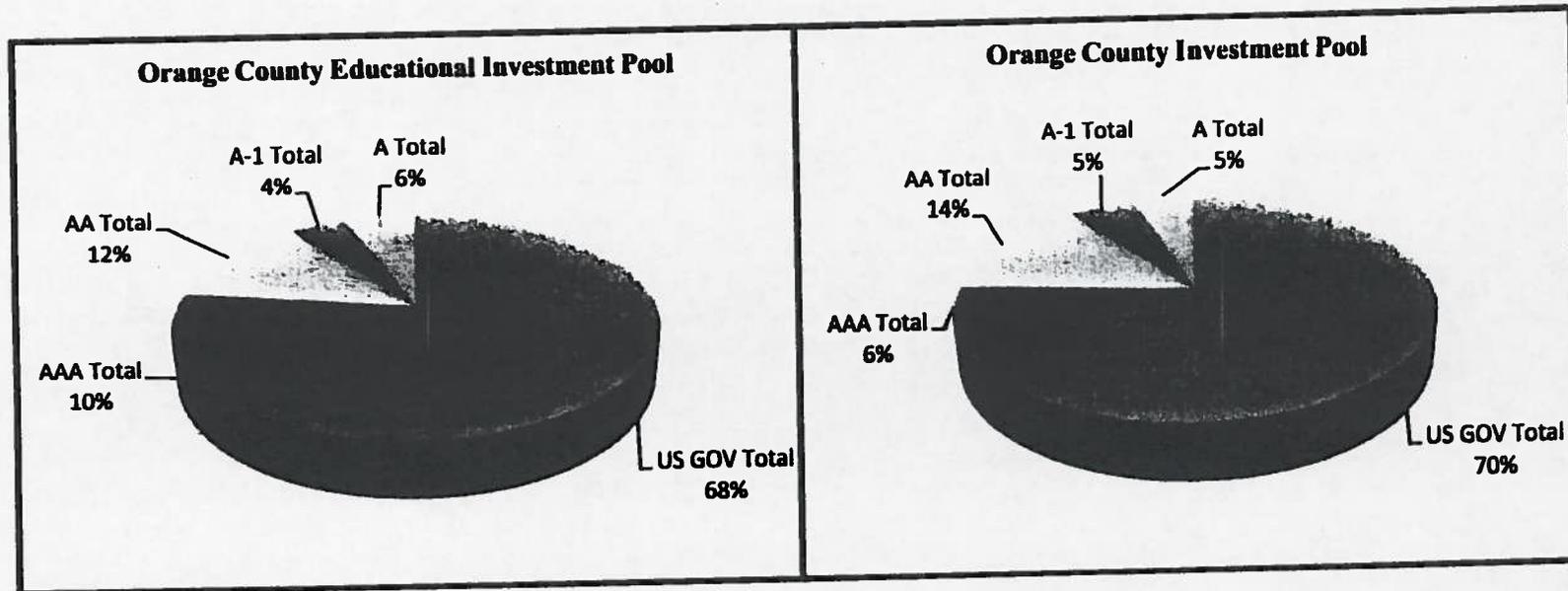
John Wayne Airport Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 6,349	12.78%
COMMERCIAL PAPER	5,779	11.63%
U.S. GOVERNMENT AGENCIES	15,895	31.99%
MONEY MARKET FUNDS	7,065	14.22%
MEDIUM - TERM NOTES	3,030	6.10%
MEDIUM - TERM NOTES - FDIC	11,569	23.26%
MUNICIPAL DEBT	-	0.00%
U.S. TREASURIES	-	0.00%
	<u>\$ 49,687</u>	<u>100.00%</u>

Investment Composition is In Compliance With The Orange County Treasurer's Investment Policy Statement

Calculated Using Market Value at 09/30/2011

5.4 (10)

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 September 30, 2011



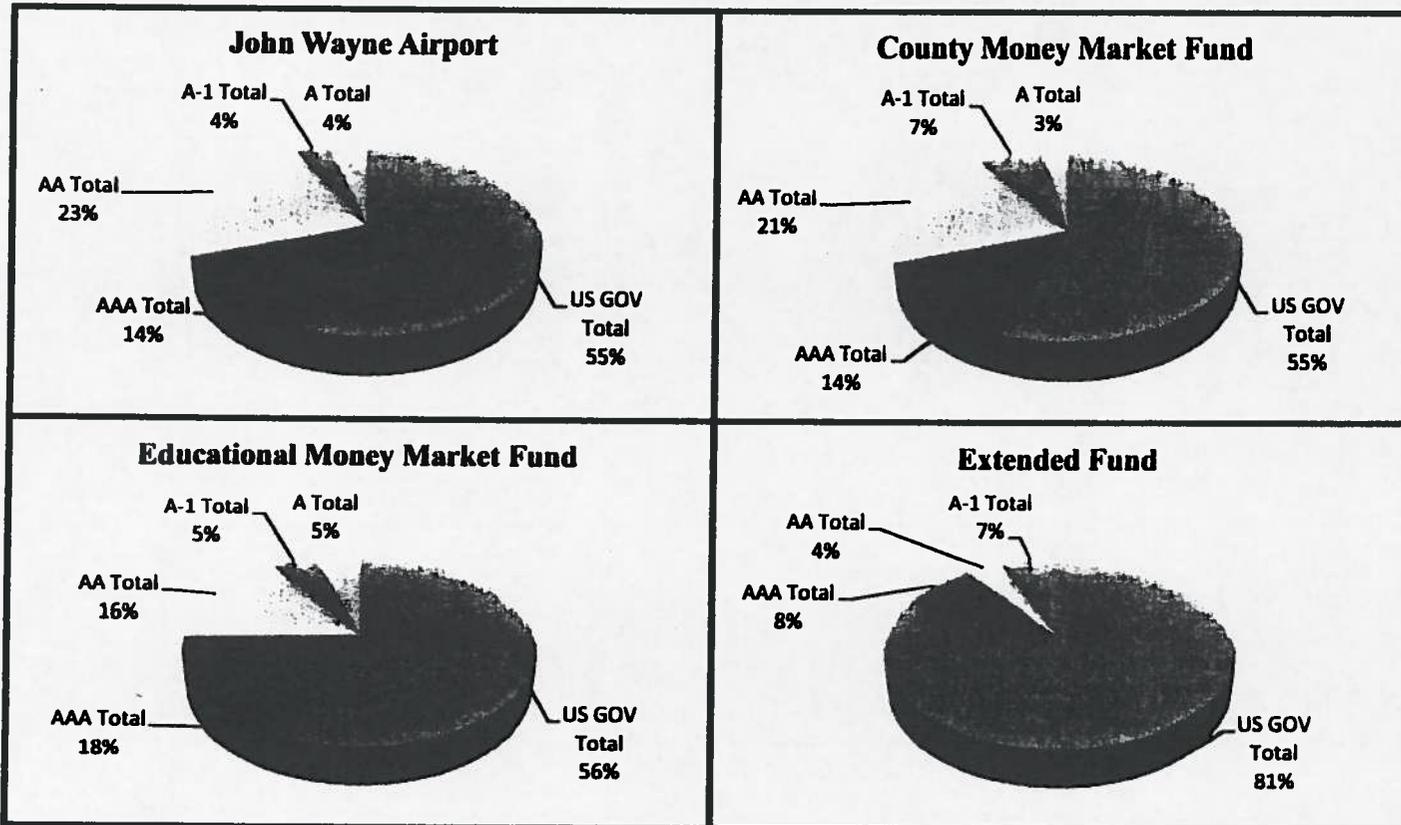
*US GOV Includes Agency & Treasury Debt*

*AA Includes AA+, AA- & AA*

*A Includes A+, A- & A*

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

**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**CREDIT QUALITY BY MARKET VALUE**  
 September 30, 2011



*US GOV Includes Agency & Treasury Debt*

*AA Includes AA+, AA- & AA*

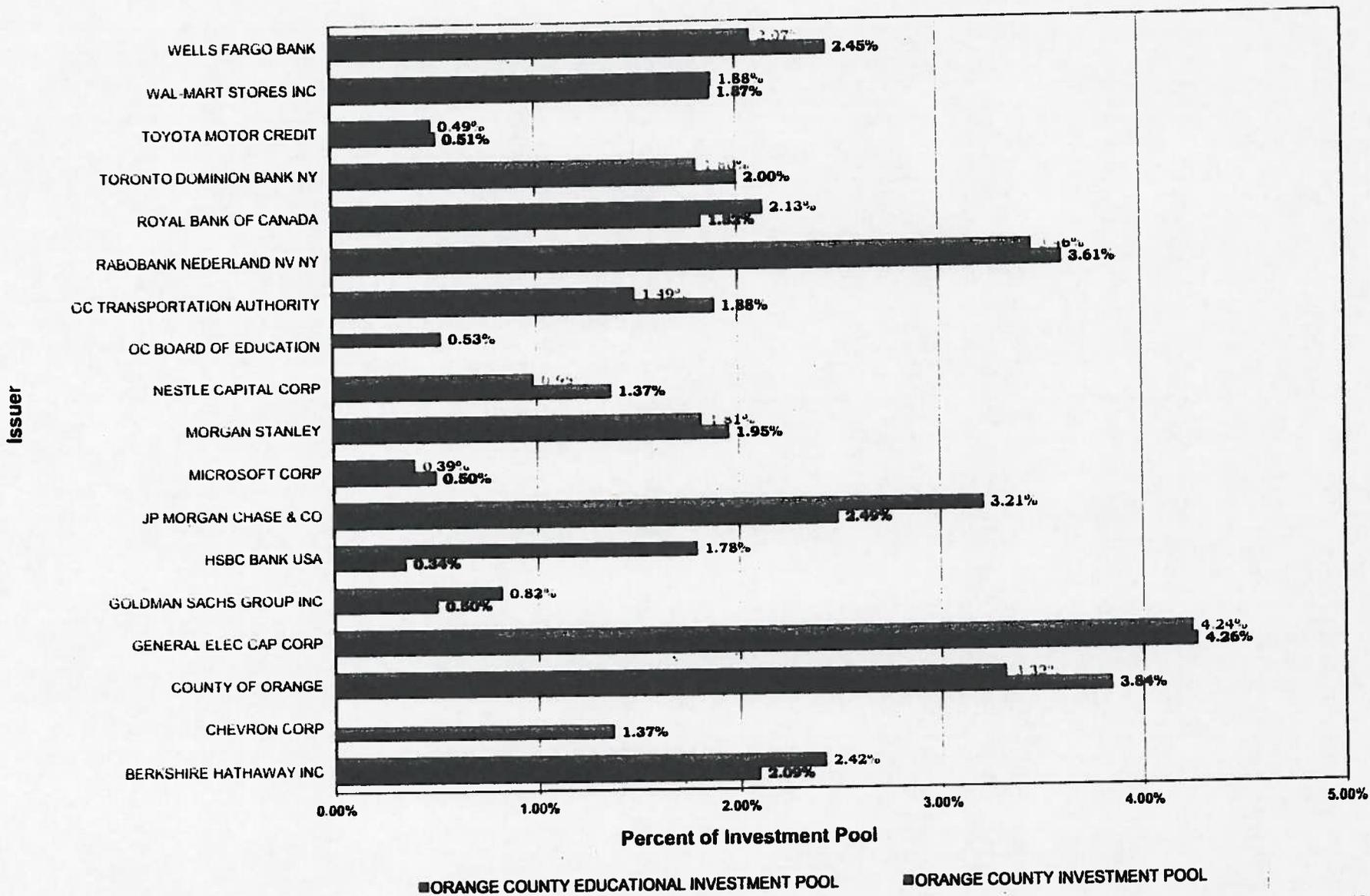
*A Includes A+,A- & A*

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

# ORANGE COUNTY TREASURER - TAX COLLECTOR

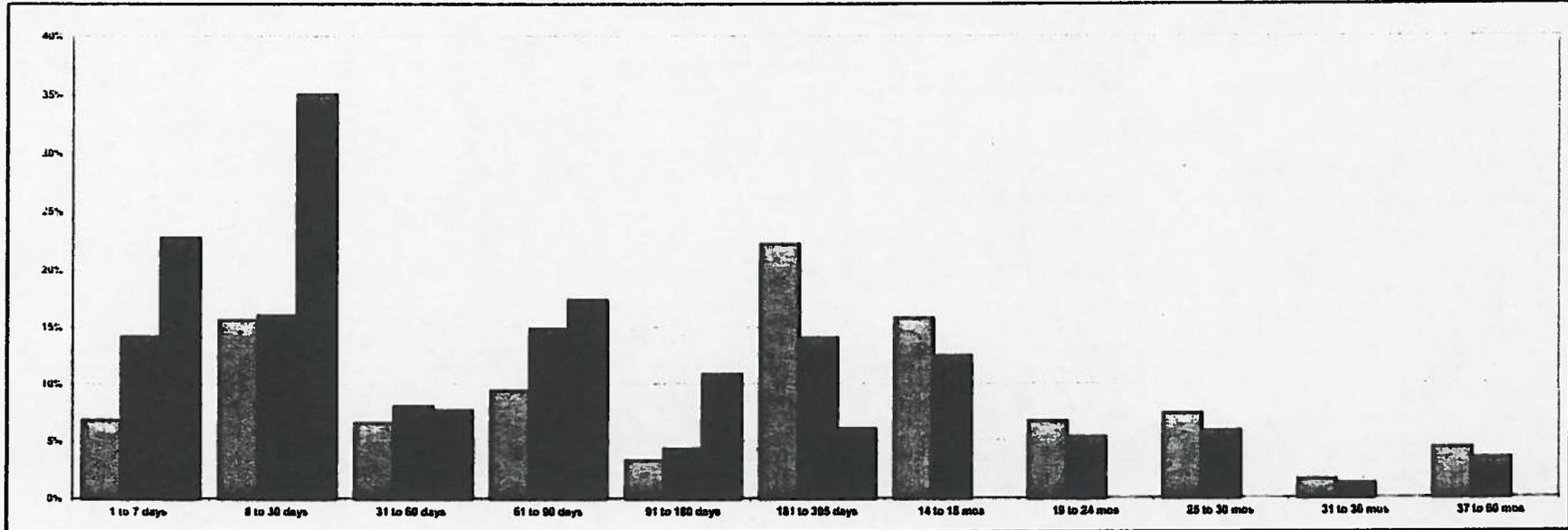
## ISSUER CONCENTRATION-By Investment Pool

September 30, 2011



**ORANGE COUNTY TREASURER - TAX COLLECTOR  
MATURITIES DISTRIBUTION**

September 30, 2011



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 201,329	6.90%
8 TO 30 DAYS	456,508	15.65%
31 TO 60 DAYS	192,608	6.60%
61 TO 90 DAYS	275,654	9.45%
91 TO 180 DAYS	96,109	3.29%
181 TO 395 DAYS	649,929	22.27%
14 TO 18 MONTHS	462,080	15.84%
19 TO 24 MONTHS	195,868	6.71%
25 TO 30 MONTHS	215,745	7.39%
31 TO 36 MONTHS	45,789	1.57%
37 TO 60 MONTHS	126,200	4.33%
<b>TOTAL</b>	<b>\$ 2,917,819</b>	<b>100.00%</b>

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 433,075	14.21%
8 TO 30 DAYS	490,350	16.08%
31 TO 60 DAYS	246,761	8.10%
61 TO 90 DAYS	454,268	14.90%
91 TO 180 DAYS	131,134	4.30%
181 TO 395 DAYS	429,846	14.10%
14 TO 18 MONTHS	381,173	12.51%
19 TO 24 MONTHS	161,573	5.30%
25 TO 30 MONTHS	177,970	5.84%
31 TO 36 MONTHS	37,771	1.24%
37 TO 60 MONTHS	104,104	3.42%
<b>TOTAL</b>	<b>\$ 3,048,025</b>	<b>100.00%</b>

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 11,315	22.82%
8 TO 30 DAYS	17,390	35.07%
31 TO 60 DAYS	3,835	7.73%
61 TO 90 DAYS	8,650	17.44%
91 TO 180 DAYS	5,400	10.89%
181 TO 395 DAYS	3,000	6.05%
<b>TOTAL</b>	<b>\$ 49,590</b>	<b>100.00%</b>

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

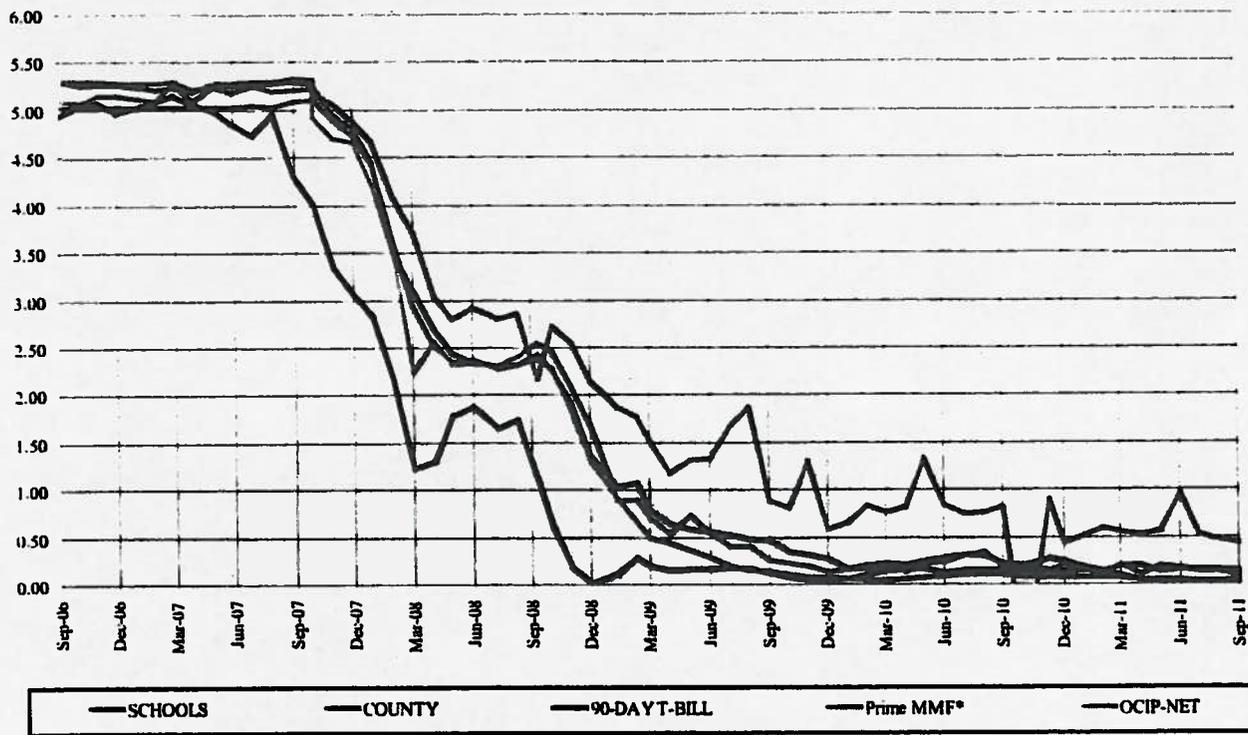
Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 09/30/2011, Floating Rate Notes comprise 22.13%, 21.61%, and 35.84% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.

## ORANGE COUNTY PORTFOLIOS vs SELECTED MONEY MARKET YIELDS

(INTEREST RATE YIELD)

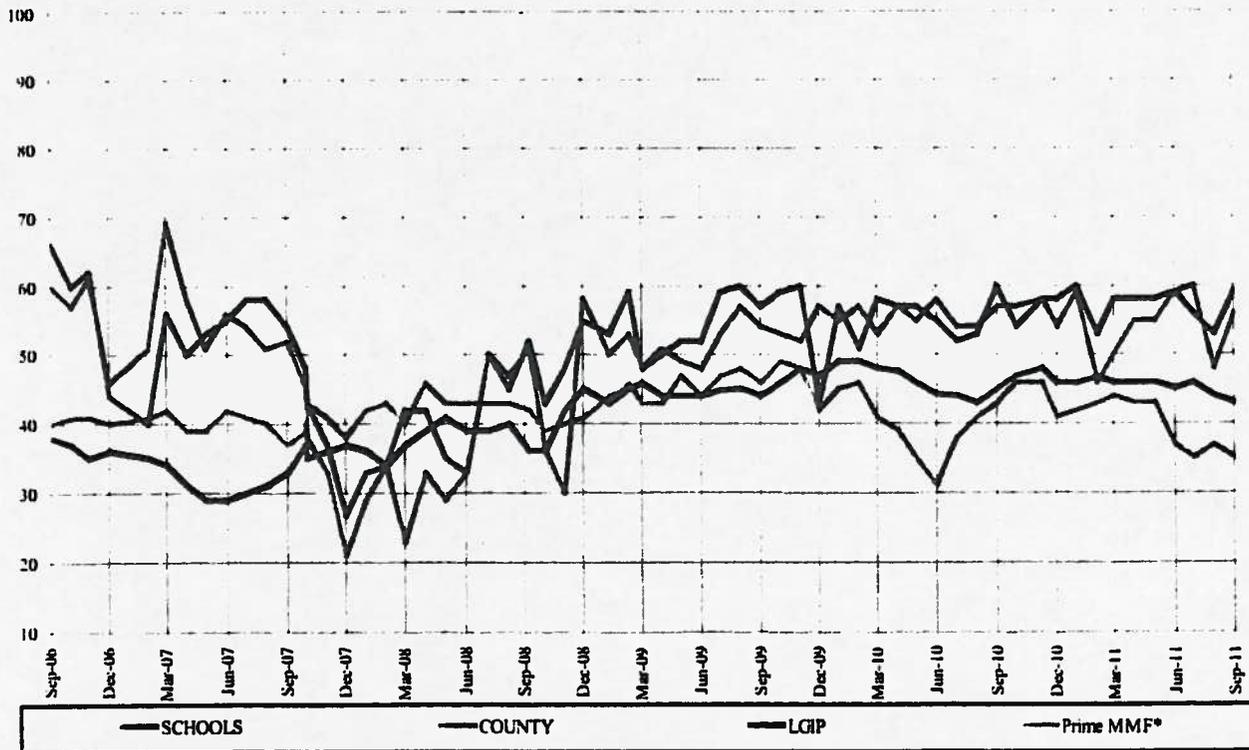
For The Period September 2006 to September 2011



## ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES

WEIGHTED AVERAGE MATURITY (WAM)

For The Period September 2006 to September 2011



•Prime MMF: Rated Money Fund Report Average-Prime Institutional from I-Money Net

•As of Sep 30, 2011, Prime MMF Yield-0.04; WAM-35; LGIP WAM-43; 90-Day T-Bill -0.01; OCIP-Net-0.43

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
INVESTMENT POOL YIELDS**

October 1, 2010 - September 30, 2011

<b>PERIOD ENDING - MONTH / YEAR</b>	<b>MONTH END MARKET VALUE</b>	<b>EARNINGS FOR MONTH</b>	<b>GROSS AVERAGE YIELD FOR MONTH</b>	<b>MONTH END WAM</b>
<b>Current Month - September 2011</b>				
County Pool - Money Market Fund	\$ 1,288,981,027	\$ 229,128	0.19%	58
Educational Pool - Money Market Fund	\$ 1,705,474,505	\$ 308,342	0.23%	59
Extended Fund	\$ 2,991,003,008	\$ 2,038,827	0.86%	525
<b>August 2011</b>				
County Pool - Money Market Fund	\$ 1,571,888,190	\$ 288,415	0.23%	48
Educational Pool - Money Market Fund	\$ 1,626,604,271	\$ 330,393	0.25%	53
Extended Fund	\$ 2,894,577,747	\$ 2,287,480	0.91%	498
<b>July 2011</b>				
County Pool - Money Market Fund	\$ 1,215,261,283	\$ 283,741	0.23%	60
Educational Pool - Money Market Fund	\$ 1,552,917,241	\$ 348,909	0.25%	56
Extended Fund	\$ 3,087,388,117	\$ 2,549,200	0.97%	559
<b>June 2011</b>				
County Pool - Money Market Fund	\$ 1,380,589,718	\$ 305,351	0.26%	59
Educational Pool - Money Market Fund	\$ 1,637,794,658	\$ 391,582	0.26%	59
Extended Fund	\$ 3,084,704,558	\$ 4,683,709	1.85%	588
<b>May 2011</b>				
County Pool - Money Market Fund	\$ 1,496,428,470	\$ 388,220	0.29%	55
Educational Pool - Money Market Fund	\$ 1,823,593,419	\$ 423,528	0.24%	58
Extended Fund	\$ 3,083,781,388	\$ 2,917,148	1.11%	594
<b>April 2011</b>				
County Pool - Money Market Fund	\$ 1,795,782,515	\$ 418,804	0.20%	55
Educational Pool - Money Market Fund	\$ 2,194,748,538	\$ 418,447	0.30%	58
Extended Fund	\$ 3,080,792,148	\$ 2,787,254	1.10%	593
<b>March 2011</b>				
County Pool - Money Market Fund	\$ 1,873,051,091	\$ 424,787	0.31%	50
Educational Pool - Money Market Fund	\$ 1,537,413,718	\$ 407,705	0.29%	58
Extended Fund	\$ 3,078,781,344	\$ 2,789,814	1.08%	558
<b>February 2011</b>				
County Pool - Money Market Fund	\$ 1,575,715,282	\$ 247,305	0.21%	48
Educational Pool - Money Market Fund	\$ 1,719,901,541	\$ 355,932	0.24%	53
Extended Fund	\$ 3,088,581,929	\$ 2,852,517	1.21%	681
<b>January 2011</b>				
County Pool - Money Market Fund	\$ 1,544,179,597	\$ 357,842	0.26%	59
Educational Pool - Money Market Fund	\$ 2,025,338,400	\$ 505,850	0.28%	60
Extended Fund	\$ 3,071,182,280	\$ 2,587,619	0.99%	680
<b>December 2010</b>				
County Pool - Money Market Fund	\$ 1,836,629,503	\$ 433,027	0.31%	54
Educational Pool - Money Market Fund	\$ 2,319,553,991	\$ 382,323	0.34%	58
Extended Fund	\$ 3,068,158,602	\$ 2,183,183	0.83%	682
<b>November 2010</b>				
County Pool - Money Market Fund	\$ 1,908,825,813	\$ 332,186	0.25%	58
Educational Pool - Money Market Fund	\$ 1,294,299,746	\$ 397,543	0.37%	60
Extended Fund	\$ 3,076,938,358	\$ 4,333,834	1.72%	748
<b>October 2010</b>				
County Pool - Money Market Fund	\$ 1,391,398,900	\$ 310,354	0.30%	57
Educational Pool - Money Market Fund	\$ 1,388,575,150	\$ 348,238	0.31%	54
Extended Fund	\$ 3,083,068,752	\$ 3,328,034	1.27%	738
OC Extended Fund B (Sold Serpentine)	\$ -	\$ (7,822,718)	-	-
<b>Fiscal Year July 1, 2011 - June 30, 2012</b>				
	<b>Average Market Value Balance</b>	<b>Interest Income: YTD</b>	<b>YTD Yield</b>	<b>YTD Average</b>
Orange County Investment Pool	\$ 2,998,917,382	\$ 4,550,958	0.59%	313
Orange County Educational Investment Pool	\$ 2,981,048,415	\$ 4,088,478	0.55%	270

# ORANGE COUNTY TREASURER-TAX COLLECTOR

## CASH AVAILABILITY PROJECTION

### FOR THE SIX MONTHS ENDING March 31, 2012

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

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

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

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

The Cash Availability Projection for the six months ending March 31, 2012, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

<b>ORANGE COUNTY INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
September 2011 - Ending Cash				\$ (2,068,874) *
October	\$ 571,401,517	\$ 465,419,257	\$ 326,583,861	708,168,039
November	217,181,361	999,858,207	424,760,341	1,500,447,266
December	333,252,315	1,916,213,227	1,974,877,737	1,775,035,071
January	110,799,205	412,807,567	646,168,337	1,652,473,506
February	138,411,262	439,439,968	367,332,200	1,862,992,536
March	78,659,062	652,467,512	514,752,847	2,079,366,264

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
September 2011 - Ending Cash				\$ 4,805,697
October	\$ 619,851,808	\$ 187,504,860	\$ 512,081,648	300,080,718
November	194,096,194	375,372,497	520,514,102	349,035,307
December	406,939,550	1,199,737,728	341,122,337	1,614,590,247
January	105,048,970	602,707,537	694,525,393	1,627,821,361
February	129,150,842	194,858,474	507,837,619	1,443,993,058
March	26,214,654	439,402,271	540,930,892	1,368,679,090

\* The negative accounting book balance is due to cash received by the County from the State and not booked timely.



**JOHN CHLANG**  
**California State Controller**

**LOCAL AGENCY INVESTMENT FUND  
 REMITTANCE ADVICE**

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

As of 10/14/2011, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2011.

<b>Earnings Ratio</b>		.00001042339247730
<b>Interest Rate</b>		<del>3.25%</del>
<b>Dollar Day Total</b>	\$	13,729,188.14
<b>Quarter End Principal Balance</b>	\$	149,257.23
<b>Quarterly Interest Earned</b>	\$	143.10

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Lease Agreement with Reazon Systems	
Action:	Request for Approval	

**BACKGROUND**

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

**ANALYSIS**

**Reazon**'s innovative education management system (EMS) is revolutionizing how technology is utilized in education. At **RCampus.com**, Reazon has made its comprehensive system instantly available to schools, educators, and learners world-wide, empowering them with an easy-to-use platform to manage their academic work.

**RECOMMENDATION**

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

Fiscal Impact: \$5,997.60	Board Date: November 14, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	



Digital Media Center
LEASE

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and Reazon Systems ("Tenant"), is dated August 13, 2011.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2i. 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): \$ 5,997.60 per year.
b. Base Year: The calendar year of 2011.
c. Broker(s): Landlord's: N/A; Tenant's: N/A
d. Commencement Date: August 13, 2011
e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
f. Expense Stop: (fill in if applicable): \$ N/A
g. Expiration Date: August 12, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.
h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Sub-group "All Items" (1967 = 100).
i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640; Tenant's Mailing Address: 3663 South Bear Street, Unit K, Santa Ana, CA 92704
j. Monthly Installments of Base Rent (Initial): \$499.80 per month.
k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 4 cars on a non-exclusive basis in the area(s) designated by Landlord for parking.
l. Premises: that portion of the Building containing approximately 294 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 218 & 219.
m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.

TENANT INITIAL RS

- 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

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4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

### 5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair

market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

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

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

6. **INTEREST AND LATE CHARGES:**

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

7. **SECURITY DEPOSIT:**

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

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

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

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

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

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

10. **CONDITION OF THE PREMISES:**

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

11. **CONSTRUCTION, REPAIRS AND MAINTENANCE:**

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

b. **Tenant's Obligations:**

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

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

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

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

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

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

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

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

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

12. ALTERATIONS AND ADDITIONS:

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

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

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

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

16. ASSIGNMENT AND SUBLETTING:

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

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

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

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

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

21. INDEMNIFICATION:

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

22. TENANT'S INSURANCE:

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

premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such Insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. **WAIVER OF SUBROGATION:**

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. **SUBORDINATION AND ATTORNMENT:**

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. **TENANT ESTOPPEL CERTIFICATES:**

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer; Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**  
 Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**  
 All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**  
 In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**  
 Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
  - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
  - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
  - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
  - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
  - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**  
 Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**  
 Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**  
 Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-

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

35. CURING TENANT'S DEFAULTS:

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

36. SIGN CONTROL:

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

37. MISCELLANEOUS:

- a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.
- f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.
- g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to

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

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

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

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

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

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

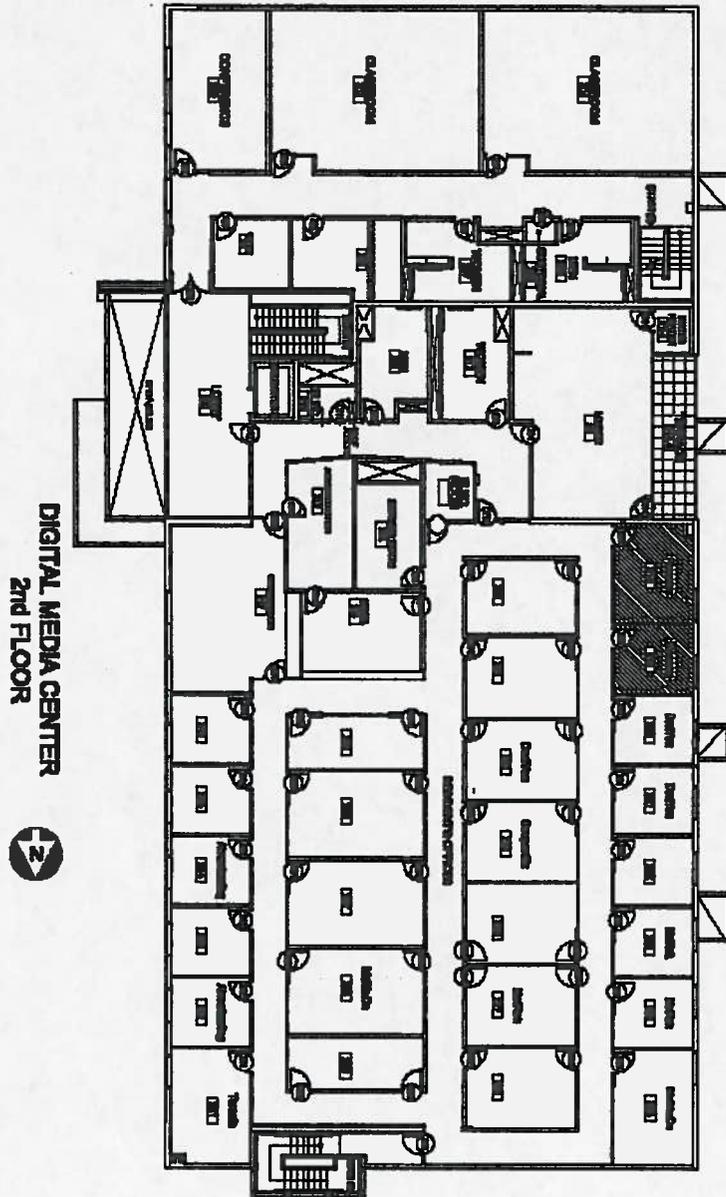
ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

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

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

<b>"LANDLORD"</b> RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	<b>"TENANT"</b> REAZON SYSTEMS
By: _____	By: <u>Ramesh Sabetiashraf</u>
Name: <u>Peter J. Hardash</u>	Name: <u>Ramesh Sabetiashraf</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>President</u>

EXHIBIT A  
FLOOR PLAN



RS

**EXHIBIT B**  
**SITE PLAN**

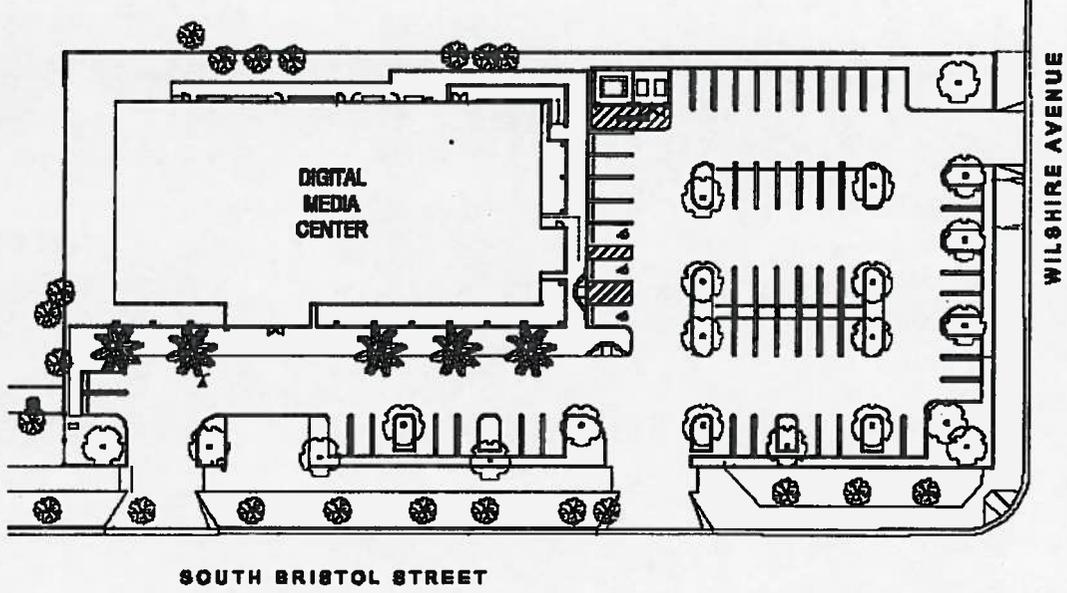


EXHIBIT C

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 August 13, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Reazon Systems ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 218 & 219 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant Improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence; as such issues will arise during the actual construction of the Tenant Improvements.

1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.
2. Landlord Improvements: All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A
3. Miscellaneous:
  - 3.1 Tenant's Representative: Tenant has designated Ramesh Sabetiashraf as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.
  - 3.2 Landlord's Representative: Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

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

<p>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p>"TENANT" REAZON SYTEMS</p>
By: _____	By: <u>Ramesh Sabetiashraf</u>
Name: <u>Peter J. Hardash</u>	Name: <u>Ramesh Sabetiashraf</u>
Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u>	Title: <u>President</u>

**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-

*RS*

**EXHIBIT D  
DIGITAL MEDIA CENTER  
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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,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

**B. Parking Rules and Regulations.** The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

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

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

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL  
Landlord \_\_\_\_\_  
Tenant *RS*

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

860-2408

DATE (MM/DD/YYYY)  
08/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AGENT SHARON WALTER STATE FARM INSURANCE  28991 GOLDEN LANTERN, STE D-105 LAGUNA NIGUEL, CA 92877	<b>CONTACT NAME:</b> ANDREA FIELIS <b>PHONE (Auto, No. Ext):</b> 949 383 8035 <b>FAX (Auto, No):</b> 949 383 2774 <b>E-MAIL ADDRESS:</b> ANDREA.FIELIS.M897@STATEFARM.COM <b>PRODUCER CUSTOMER ID#:</b> 0817847
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> REAZON SYSTEMS INC 1300 S BRISTOL ST STE 218 SANTA ANA CA 92704-3424	<b>INSURER A:</b> State Farm General Insurance Company <b>NAIC #</b> 25161 <b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>25178</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

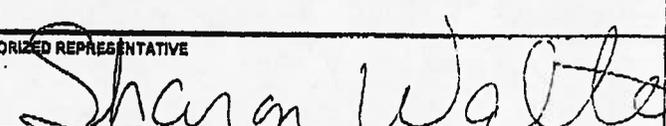
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	92-LT-5155-2	08/13/2011	08/17/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	92-B2V280-3	10/26/2010	10/25/2011	WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BUSINESS OFFICE POLICY

<b>CERTIFICATE HOLDER</b> RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/DIGITAL MEDICAL CENTER 1300 S BRISTOL ST SANTA ANA CA 92704-3424	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Lease Agreement with Topgallant Group LLC	
Action:	Request for Approval	

**BACKGROUND**

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

**ANALYSIS**

The **Topgallant Power & Locomotion** designs and deploys Advanced Energy Storage solutions for in-building electricity and on-board electric vehicle usage. Via a web-based console, customers can select a variety of local or remote electric generation sources, customize energy usage policies, and control purchases of off-peak energy at steeply discounted rates. The recommended lease is for one year: September 8, 2011 to September 7, 2012.

**RECOMMENDATION**

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

Fiscal Impact: \$2,468.40	Board Date: November 14, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	



Digital Media Center
LEASE

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and Topgallant Group LLC ("Tenant"), is dated August 31, 2011.

1. LEASE OF PREMISES:

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

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (initial): \$ 2,468.40 per year.
b. Base Year: The calendar year of 2011.
c. Broker(s): Landlord's: N/A; Tenant's: N/A.
d. Commencement Date: September 8, 2011.
e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas.
f. Expense Stop: (fill in if applicable): \$ N/A.
g. Expiration Date: September 7, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.
h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).
i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640; Tenant's Mailing Address: P.O. Box 18379, Irvine, CA 92623.
j. Monthly Installments of Base Rent (initial): \$ 205.70 per month.
k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 2 cars on a non-exclusive basis in the area(s) designated by Landlord for parking.
l. Premises: that portion of the Building containing approximately 121 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 221.
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.

Handwritten initials: Btt

- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

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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

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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.

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- 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-

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

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

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

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

10. **CONDITION OF THE PREMISES:**

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

11. **CONSTRUCTION, REPAIRS AND MAINTENANCE:**

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

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

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

12. ALTERATIONS AND ADDITIONS:

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



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

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

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

14. RULES AND REGULATIONS:

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

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

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

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

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

16. ASSIGNMENT AND SUBLETTING:

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

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

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

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

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

21. INDEMNIFICATION:

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

22. TENANT'S INSURANCE:

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

premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

**23. WAIVER OF SUBROGATION:**

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**24. SUBORDINATION AND ATTORNMENT:**

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

**25. TENANT ESTOPPEL CERTIFICATES:**

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer; Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

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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 therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-

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

35. CURING TENANT'S DEFAULTS:

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

36. SIGN CONTROL:

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

37. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

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

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

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

39. DELIVERY DELAY CAUSED BY Tenant, Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding Increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of Insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such Insurers waive their entire right of recovery against Landlord or Landlord's Insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.1 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

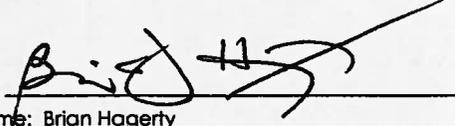
option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- 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 inter-

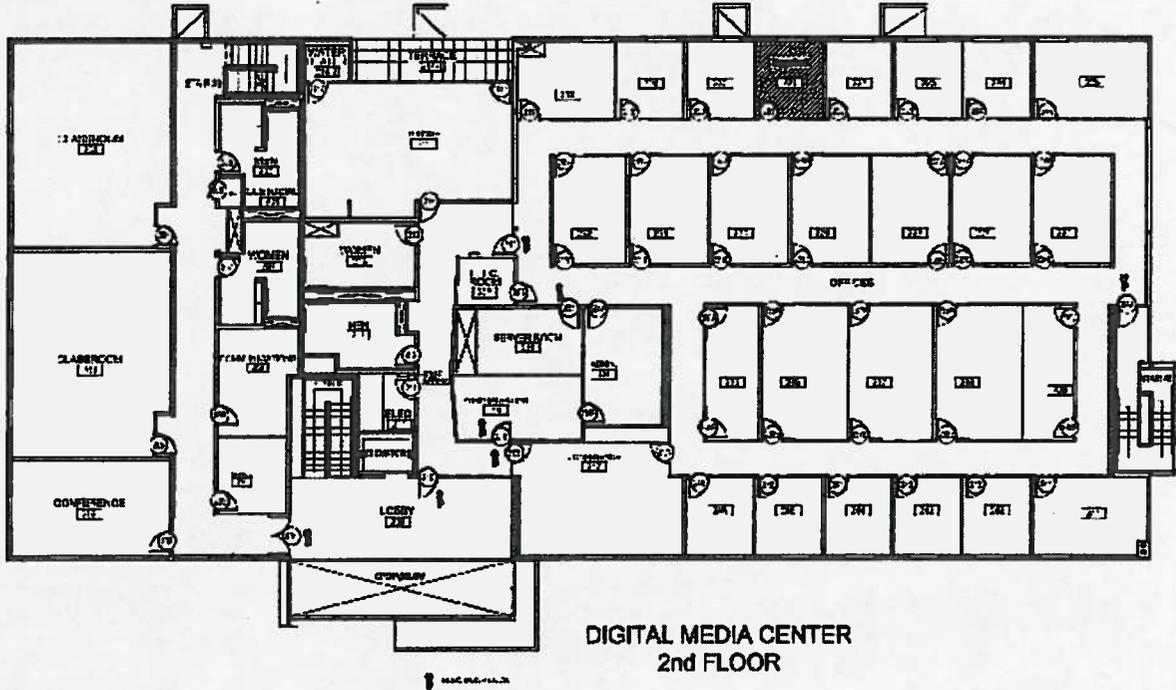
ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

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

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

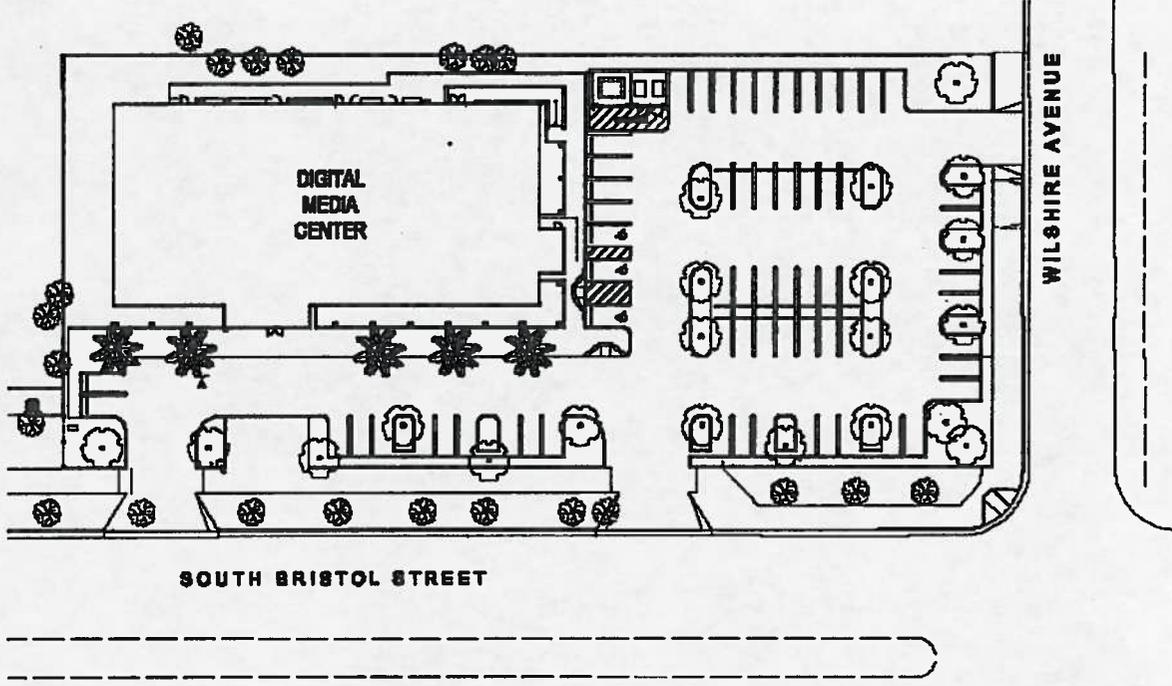
<b>"LANDLORD"</b> RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	<b>"TENANT"</b> TOPGALLANT GROUP LLC
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Brian Hagerty</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>President</u>

**EXHIBIT A**  
FLOOR PLAN



**DIGITAL MEDIA CENTER**  
**2nd FLOOR**

**EXHIBIT B**  
**SITE PLAN**



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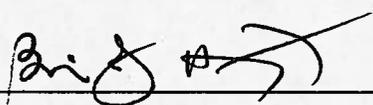
EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated August 31, 2011 ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Topgallant Group LLC ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 221 (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 Brian Hagerty as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.
  - 3.2 **Landlord's Representative:** Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

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

<p><b>"LANDLORD"</b> RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p><b>"TENANT"</b> TOPGALLANT GROUP LLC</p>
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Brian Hagerty</u>
Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u>	Title: <u>President</u>



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

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

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

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

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

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

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

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

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

**EXHIBIT D  
DIGITAL MEDIA CENTER  
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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,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

**B. Parking Rules and Regulations.** The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

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

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

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL  
Landlord \_\_\_\_\_

Tenant BH

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

## INTERNET/NETWORK USE GUIDELINES

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

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

### Objectives

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

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

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

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

### **General Conduct**

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

### **Systems and Network Usage Security**

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

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

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

### **E-mail**

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

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

### **VOIP (Voice Over Internet Protocol)**

- VOIP is not available on the DMC network.

### **IRC (Internet Relay Chat)**

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

### **General Use**

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

### **Wireless Networks**

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

### **Server Room Access**

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

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

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

### **Material and Product Requirements**

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

### **Privacy**

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

### **Remedies**

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

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

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

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

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

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

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

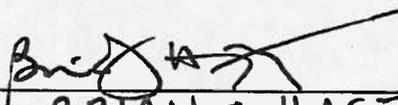
**"LANDLORD"**

**Rancho Santiago Community College  
District**

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

**"TENANT"**

**Topgallant Group LLC**

By:   
Name: BRIAN J. HAGERTY  
Title: PRESIDENT

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of DSA Inspector of Record, Testing & Inspection for College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District is about to commence with construction of College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College. As required for all major construction projects, the District must hire a full-time DSA-certified inspector to insure the project is constructed in accordance with DSA-approved plans.

**ANALYSIS:**

On March 7, 2011, the District received five (5) responses to a Request for Qualifications (RFQ) for certified inspection firms. Following an interview process, and a due diligence process, it was recommended that the District enter into an agreement with TYR I.O.R. to provide DSA mandated inspection services for several projects throughout the District.

TYR I.O.R has proposed to provide one full-time inspector for eighteen (18) months for an estimated total cost of \$223,000.00, at the hourly rates noted on the attached fee schedule. This fee also includes reimbursable expenses.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve an agreement with TYR I.O.R. to provide DSA mandated inspection services for the College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$223,000.00 including reimbursable expenses	Board Date: November 14, 2011
Prepared by:	Alex Oviedo, Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	



**I.O.R. Services**  
 DSA & OSHPD Inspection

October 11, 2011

Alex Oviedo  
 Construction Supervisor  
 Rancho Santiago Community College District  
 2323 North Broadway  
 Santa Ana, CA 92706

**REFERENCE: SANTA ANA COLLEGE – COLLEGE AVE. STREET ALIGNMENT AND SOCCER FIELD PROPOSAL**

Mr. Oviedo:

TYR, Inc. is honored to submit a proposal for inspection services to the above mentioned project for Rancho Santiago Community College District.

As requested, the following estimate is based on the duration of 18 months and the expected starting month of January 2012. With an assigned Project Inspector, the estimated cost is \$223,000.00 (this estimate includes travel time and reimbursable, However, excludes overtime, off hours and legal holidays).

Please refer to the table below for the monthly breakdown:

EIGHTEEN (18) MONTHS	HOURS PER MONTH	MONTHLY TOTAL HOURS X \$77.00/HOURLY RATE (PLUS 4% ADMINISTRATIVE FEE)
<b>2012</b>		
January	(beginning of project) 80	6,160.00
February	160	12,320.00
March	168	12,936.00
April	168	12,936.00
May	168	12,936.00
June	168	12,936.00
July	168	12,936.00
August	168	12,936.00
September	152	11,704.00
October	168	12,936.00
November	160	12,320.00
December	160	12,320.00
<b>2013</b>		
January	168	12,936.00
February	152	11,704.00
March	168	12,936.00
April	168	12,936.00
May	160	12,320.00
June	(punch list & close out) 80	6,160.00
<b>ESTIMATED TOTAL:</b>	<b>2,784</b>	<b>\$223,000.00</b>

Thank you for your time and we look forward to continue working with your District.

Best regards,



TYR, Inc.  
Youssef Sobhi  
President and Senior Inspector

**Termination For Cause:**

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.



**I.O.R. Services**  
DSA & OSHPD Inspection

October 21, 2011

Robb Gumbert  
Facility Planning Specialist  
Rancho Santiago Community College District  
2323 North Broadway, Suite 112  
Santa Ana, C 92706

**REFERENCE: PROPOSAL BREAKDOWN\_SANTA ANA COLLEGE – COLLEGE AVE. STREET ALIGNMENT AND SOCCER FIELD**

Dear Mr. Gumbert:

TYR, Inc. is honored to submit a proposal for inspection services to the above mentioned project for Rancho Santiago Community College District.

As requested, the following estimate is based on the duration of 18 months and the expected starting month of January 2012. With an assigned Project Inspector, the estimated cost is \$223,000.00 (this estimate excludes overtime, off hours and legal holidays).

The total estimated costs will be applied as follows:

- Street Improvement/Parking Lot: \$78,050.00
- Soccer Field/Football Facility: \$144,950.00

Thank you for your time and we look forward to continue working with your District.

Best regards,

TYR, Inc.  
Youssef Sobhi  
President and Senior Inspector

**Termination for Cause:**

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.

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of RBF Consulting for College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The California Regional Water Quality Control Board requires a compliant Storm Water Pollution Prevention Plan (SWPPP) to be implemented and monitored throughout the construction of the College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College. The California Regional Water Quality Control Board has required that the District engage the services of a qualified SWPPP practitioner to monitor the project. Three proposals were requested from three firms, however RBF Consulting was the only firm to respond.

**ANALYSIS:**

To assist in meeting those requirements RBF Consulting will provide Qualified SWPPP Practitioner (QSP) services to the College. RBF Consulting will provide monitoring of the (SWPPP) and conduct weekly inspections, pre-storm preparation event, during and post storm event inspections and quarterly non-storm water inspections and document these per requirements identified in the Permit. A proposal for the complete scope of work is attached. The cost is \$42,750.00 for work as described and \$1,400.00 for reimbursable expenses. The total amount for the scope of work is \$44,150.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the proposal with RBF Consulting to provide QSP services as presented.

Fiscal Impact:	\$ 42,750.00 plus \$1,400.00 in reimbursable expenses	Board Date: November 14, 2011
Prepared by:	Alex Oviedo, Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	



October 11, 2011

Mr. Alex Oviedo  
Construction Supervisor  
District Construction & Support Services  
Rancho Santiago Community College District

*Submitted via email to [oviedo\\_alex@rsccd.edu](mailto:oviedo_alex@rsccd.edu)*

**Subject: REVISED Proposal to Provide Qualified SWPPP Practitioner (QSP) Services for Santa Ana College Package 1 & 2 Projects**

Dear Mr. Oviedo:

RBF Consulting (RBF) is pleased to submit our proposal for QSP services for the upcoming RSCCD Project at Santa Ana College. As discussed during our meeting, this proposal is to provide full QSP services for the duration of the SAC Package 1 & Package 2 project, lasting approximately 18 months.

Services to be provided will include:

- Peer review of BKF SWPPP
- QSP services (inspections, weather tracking, reporting)
- Additional assistance as requested

Please see the attached pages for a detailed description of tasks and proposed fees for this project.

We look forward to your review of our proposal, and to discussing any questions with you at your convenience. If you have any questions or require additional information, please contact me at (949) 855-3613 (office), (714) 321-3006 (cell), or e-mail at [tanyab@rbf.com](mailto:tanyab@rbf.com).

Sincerely,

Tanya Bilezikjian, P.E., CPESC, QSD, QSP, TOR  
Project Manager  
Senior Associate, Stormwater Management  
RBF Consulting

Anna Lantin, P.E., CPESC, CPSWQ, QSD  
Principal-in-Charge  
Vice President, Stormwater Management  
RBF Consulting

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ Fax 949.472.8373

Offices located throughout California, Arizona & Nevada ■ [www.RBF.com](http://www.RBF.com)



## **Scope of Services**

### **Task 1: Peer Review of BKF SWPPP**

RBF Consulting will provide peer review and comments on the SWPPP developed by the project QSD, BKF. This task is estimated to take four hours. RBF's reviewer will be a fully qualified QSD, with experience in developing and reviewing SWPPPs.

### **Task 2: QSP Services**

RBF Consulting will provide QSP services for the SAC Package 1 & Package 2 project. Specific duties will vary according to the calculated Risk Level for each project. It is anticipated that the SAC Package 1 & 2 Project will be Risk Level 1 (the lowest level for traditional construction projects). All QSP services will be conducted by a fully qualified QSP or, as allowed by the permit, by somebody who was trained by the QSP.

QSP services as required by the Construction General Permit for the SAC Package 1 & Package 2 projects will include: weekly site inspections, pre/during/post storm BMP inspections, quarterly non-stormwater inspections, weather tracking, SWPPP maintenance, annual reporting, and Notice of Termination.

### **Task 3: Additional Support, As Needed**

RBF Consulting will provide additional support services as requested by RSCCD on an as-needed, hourly basis. This task will be billed as time and materials, with a not-to-exceed amount. This task will be used only upon specific request and authorization by RSCCD.



**Summary**

The following table provides a summary of the cost estimate:

Task	Deliverable	Cost
1. SWPPP Peer Review	- SAC Package 1&2 Comments	\$750
2. QSP Services	- Ten storm events per year (assumed) - 78 weeks of construction inspections	\$39,000
3. As-needed Assistance	- Additional T&M task for as-needed work requests	\$3,000
Reimbursables	Mileage	\$1,400
	<b>Total</b>	<b>\$44,150</b>

*[Handwritten signature]*  
10-25-11

**Standard Text**

**Additional Services:**

Services which are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that RBF perform services which are Additional Services. However, RBF is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In the event RBF performs Additional Services before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at RBF's standard rates, within 30 days of receipt of RBF's invoice.

**Exclusions**

Consulting services relating to any of the following tasks may be completed by Consultant if negotiated under a separate contract for an additional fee; but are presently specifically excluded from this Agreement:

1. BMP implementation and BMP maintenance;
2. Hazardous wastes;
3. Construction Administration;
4. Construction Staking;
5. Environmental Studies;
6. Site Plan Preparation / Studies;
7. Any other services not specifically set forth in the above Scope of Services.

**Client Responsibilities**

1. Client shall provide access to the site.
2. Client is to provide any and all indemnification, abatement, disposal or other actions required by local, state or federal law regarding hazardous materials.
3. Client shall pay all governmental fees and costs.

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4. Client will require any construction contractors to indemnify Consultant from any and all losses, damages, claims, expenses, including attorneys fees, and costs arising out of the contractor's work, excepting only losses, damages, claims, expenses including attorneys fees, and costs which are caused by the sole negligence or willful misconduct of RBF in performing its services under this agreement. Client will require that the construction contractors add RBF (Consultant) as an additional insured in the comprehensive general liability, auto liability, workers' compensation and builder risk insurance coverage required by Client.

**Termination For Cause:**

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.

Did Not Respond  
by 10-24-11 as requested

Date: October 12, 2011

To: Ken Kristoffersen

Re: Qualified SWPPP Practitioner (QSP) for Santa Ana College Packaged #1 & #2

Mr. Kristoffersen

The Rancho Santiago Community College District is seeking a Qualified SWPPP Practitioner (QSP) to provide inspections, training, erosion control, and maintain Storm Water Pollution Prevention Plan during the construction of a new Soccer Field and road improvements inside the Santa Ana College Campus.

The selected Consultant will provide the following services for a period of 18 months. Presume QSP duties will be performed in accordance with Risk Level 1.

- Coordinate all activity between Bernards Construction Management and the Contractor selected to perform the site work.
- Coordinate with Project QSD as needed throughout construction to modify project SWPPP and supporting documents.
- Peer review of BKF Consulting (District contracted Civil Engineering firm) SWPPP.
- Provide visual inspections and reporting as outlined in the project SWPPP including but not limited to:
  - Perform weekly visual site inspections of all site BMPs and identify needed maintenance.
  - Perform visual inspections of all BMPs 48 hours before each qualifying storm event.
  - Provide visual inspection within 48 hours after each qualifying storm event and identify the need for additional site BMP's and repairs/maintenance of existing BMPs.
  - Provide visual inspections during qualifying storms, at least once each 24-hour period during extended storm events, of all site BMPs and discharge locations.
  - Provide quarterly non-stormwater inspections.
  - Monitor the site during inspections for any non-visible pollutant discharges. Where encountered, collect and analyze samples using approved field or laboratory analysis.
- Provide rain event preparation.
- Conduct weather tracking, identify qualifying storm events, and provide rain gauge monitoring during storm events.
- Provide reporting and records of all stormwater monitoring information as outlined in Attachment C.I.9 of the Construction General Permit.
- Provide Annual Report for full duration of construction and supporting documentation, as required by the Construction General Permit.

Plans are available at:

Package 1:

<ftp://wwftp:wwftp@ftp.wwarch.com/outgoing/Santa%20Ana%20College/Package%201/DSA%20Submitted%20NFC/Plans/>

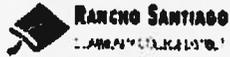
Package 2:

<ftp://wwftp:wwftp@ftp.wwarch.com/outgoing/Santa%20Ana%20College/Package%202/DSA%20Submitted%20NFC/Plans/>

Please submit proposal by Monday October 24, 2011

Sincerely,

**Alex Oviedo** District Construction Supervisor



District Operations Center, 2323 North Broadway, Suite 112, Santa Ana, CA 92706-1640 | 714.480.7517 | 714.796.3910, F  
oviedo\_alex@rscdd.edu

Did Not Respond  
on 10-24-11 as requested

Date: October 12, 2011

To: Mike Sibley

Re: Qualified SWPPP Practitioner (QSP) for Santa Ana College Packaged #1 & #2

Mr. Mike Sibley

The Rancho Santiago Community College District is seeking a Qualified SWPPP Practitioner (QSP) to provide inspections, training, erosion control, and maintain Storm Water Pollution Prevention Plan during the construction of a new Soccer Field and road improvements inside the Santa Ana College Campus.

The selected Consultant will provide the following services for a period of 18 months. Presume QSP duties will be performed in accordance with Risk Level 1.

- Coordinate all activity between Bernards Construction Management and the Contractor selected to perform the site work.
- Coordinate with Project QSD as needed throughout construction to modify project SWPPP and supporting documents.
- Peer review of BKF Consulting (District contracted Civil Engineering firm) SWPPP.
- Provide visual inspections and reporting as outlined in the project SWPPP including but not limited to:
  - Perform weekly visual site inspections of all site BMPs and identify needed maintenance.
  - Perform visual inspections of all BMPs 48 hours before each qualifying storm event.
  - Provide visual inspection within 48 hours after each qualifying storm event and identify the need for additional site BMP's and repairs/maintenance of existing BMPs.
  - Provide visual inspections during qualifying storms, at least once each 24-hour period during extended storm events, of all site BMPs and discharge locations.
  - Provide quarterly non-stormwater inspections.
  - Monitor the site during inspections for any non-visible pollutant discharges. Where encountered, collect and analyze samples using approved field or laboratory analysis.

- Provide rain event preparation.
- Conduct weather tracking, identify qualifying storm events, and provide rain gauge monitoring during storm events.
- Provide reporting and records of all stormwater monitoring information as outlined in Attachment C.I.9 of the Construction General Permit.
- Provide Annual Report for full duration of construction and supporting documentation, as required by the Construction General Permit.

Plans are available at:

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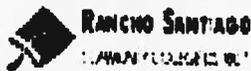
Package 2:

<ftp://wwftp:wwftp@ftp.wwarch.com/outgoing/Santa%20Ana%20College/Package%202/DSA%20Submitted%20NFC/Plans/>

Please submit proposal by Monday October 24, 2011.

Sincerely,

**Alex Oviedo** DISTRICT CONSTRUCTION SUPERVISOR



District Operations Center, 2323 North Broadway, Suite 112, Santa Ana, CA 92706-1640 | 714.480.7517 | 714.796.3900, F  
oviedo\_alex@rscsd.edu

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Adoption of Resolution No. 11-49 – Earthwork for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

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

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 11-49 as well as Exhibit A.

Resolution No. 11-49 and Change Order #4 as outlined, increases the contract by \$10,776.54. The revised contract amount is \$295,341.22.

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 14.919% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 11-49, Southern California Grading, Inc. for Bid #1151, earthwork for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$10,773.54	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	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 ATHLETIC/AQUATIC COMPLEX**

**RESOLUTION NO. 11-49**

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

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

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

**WHEREAS**, the total cost for the Change Order is \$10,773.54 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 6.** 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 14<sup>th</sup> day of November, 2011, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Brian Conley, 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, Mark McLoughlin, 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 24<sup>th</sup> day of November, 2011, 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 14<sup>th</sup> day of November 2011.

\_\_\_\_\_  
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 AND AQUATIC COMPLEX***

<h1 style="margin:0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1151      P.O. # 10-P0014379 D.S.A. No. 04-109232
Contractor: Southern California Grading Inc	Change Order No. 4
Architect: The Austin Company	Date: October 21, 2011

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$257,000.00
Previous Change Orders	\$27,567.68	
This Change Order	\$10,773.54	
Total Change Orders		\$38,341.22
Revised Contract Amount		\$295,341.22
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	10 calendar days	
Total Time Extensions		10 calendar days
Original Completion Date		September 5, 2011
Revised Contract Completion Date		September 15, 2011
RSCCD Board Approval Date		November 14, 2011

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

<h1>CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College		Bid No. 1151	P.O. # 10-P0014379
Contractor: Southern California Grading Inc		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 4	
Date: October 21, 2011			
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Haul off 7 loads of dirt from project site  <u>REASON:</u> Removal of dirt was needed to complete final grading of building pad (Not part of contract) Back Charge to Tidwell's Surety  <u>REQUESTOR:</u> District: <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$2,773.54
2.0	<u>DESCRIPTION:</u> Revise stair landing per request for information #100  <u>REASON:</u> Revisions were required to clear the footing and allow stair to be placed (Unforeseen Condition)  <u>REQUESTOR:</u> Architect/Engineer <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$8,000.00
<b>Sub-Total</b>		<b>\$0.00</b>	<b>\$10,773.54</b>
<b>Total</b>			<b>\$10,773.54</b>

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

<b>To:</b> Board of Trustees	<b>Date:</b> November 14, 2011
<b>Re:</b> Approval of Architect Change Order for the Maintenance & Operations Building at Santiago Canyon College	
<b>Action:</b> Request for Approval	

**BACKGROUND:**

On September 8, 2003, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Maintenance & Operations Facility at Santiago Canyon College.

**ANALYSIS:**

Additional construction administration services have been required of LPA in order to complete the roofing construction of the M & O Building at SCC.

The cost for these administrative services is estimated at \$25,000 with no additional reimbursable expenses.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$25,000 to LPA, Inc., as presented.

<b>Fiscal Impact:</b> \$25,000.00	<b>Board Date:</b> November 14, 2011
<b>Prepared by:</b> Darryl A. Odum, Director, District Construction and Support Services	
<b>Submitted by:</b> Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
<b>Recommended by:</b> Raúl Rodríguez., Ph.D., Chancellor	

## PROFESSIONAL SERVICES ALLOCATION

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
 2323 North Broadway  
 Santa Ana, CA 92706-1640  
 Attn: **Rebb Gumbert**  
 Facilities Planning Specialist  
 Phone: (714) 480-7510 Fax: (714) 796-3910

Project No.: **23116.20** Date: **February 25, 2010**  
 Project: **Santiago Canyon College - Infrastructure - M&O Building**  
 Location: **Orange** PSA No.: **16**  
 Office: **Irvine** Issued By: **Young Min**  
 Client Contract: **PO # 0500291** LPA PIC: **Steve Flanagan**  
 Client Job No.: License #: **C23695**  
 LPA Contracts: **S. Forter Browne** LPA PM: **Young Min**

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

**Santiago Canyon College Infrastructure Contract - Maintenance and Operations Building**

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

To provide District requested Bid Documents for the M & O Building roof to correct improperly installed roof. The scope shall include preparation of the Bid Document, assist the District during bidding by answering RFI and providing clarifications as needed, construction administration and DSA processing of all items deviating from the DSA approved drawings.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the Architectural Services Agreement dated November 16, 2004. The 'Terms and Conditions' are a part of this Agreement.

Fixed Fee **\$25,000.00**  
 Reimbursables: **\$0.00**

The following consultants shall provide services for this project:

Special Conditions:

Original Fee	\$1,295,000.00
Less PSA #1 (Marquee)	-\$8,000.00
Less PSA #2 (Phasing)	-\$10,000.00
Less PSA #3 (Marquee Sign)	-\$26,240.00
Less PSA #4 (Grading/Portables)	-\$471,000.00
Less PSA #5 (M&O Building)	-\$480,240.00
Less PSA #6 (Slopes)	-\$75,000.00
Less PSA #7 (Mass Grading)	-\$32,500.00
Less PSA #8 (Conc Stand/Softball Field)	-\$135,000.00
Less PSA #9 (Construction Survey)	-\$44,832.50
Less PSA #10 (Demo Garden)	-\$7,935.00
Less PSA #11 (Planetarium)	-\$4,000.00
Plus PSA #12 (M & O) Building	\$61,250.00
Less PSA #13 (M & O) Building	-\$36,000.00
Plus PSA #14 (M & O) Building	\$36,000.00
Plus PSA #15 (M & O) Building	Voided
Plus PSA #16 (M & O) Building	\$25,000.00
Total Remaining	\$86,502.50

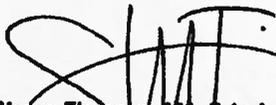
Contract Status:	Services:	Expenses:	Contract Total:
Total of PSA #1:	\$1,295,000.00	\$0.00	\$1,295,000.00
Total of Previous PSA's:	(\$1,233,497.50)	\$0.00	(\$1,233,497.50)
Previous Totals:	\$61,502.50	\$0.00	\$61,502.50
This PSA Amount (Additional Fees):	\$25,000.00	\$0.00	\$25,000.00
Remaining Fee Total:	\$86,502.50	\$0.00	\$86,502.50

Client Authorized Signature

Date

LPA Authorized Signature

Date

  
 Steven Flanagan, AIA, Principal, LEED® AP

8/26/11

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

Tel: 949.261.1001 Fax: 949.260.1190

dm.

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Additional Architectural Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

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

**ANALYSIS:**

The original LPA, Inc. contract amount was based on an estimated construction cost of \$33,000,000.00 or an architectural fee of \$2,112,000.00. To date, the actual construction cost is \$19,425,437.00 or a fee of \$1,938,246.00. This is a reduction of \$173,754.00 to the original contract which expired in December, 2010.

For various reasons, the construction administration phase of the Humanities Building is being extended through March, 2013. LPA, Inc. is requesting an increase of \$367,301.00 for the additional construction administration phase of the Humanities Building project. The specific changes and costs are outlined on the attached proposal dated October 24, 2011. The revised contract amount for LPA, Inc. is \$2,479,301.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the request for additional services provided by LPA, Inc. in the amount of \$367,301.00 as presented.

Fiscal Impact:	\$367,301.00	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Oct 24, 2011

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

Re: Santiago Canyon College Humanities Building  
Construction Administration Contract Extension  
LPA Project No. 27034.10

Dear Mr. Hardash:

We would like to thank you for meeting with us regarding our contract on the Santiago Canyon College Humanities Building project. We believe the discussion we had would ensure the successful completion the Humanities Building. We have discussed two different scenarios for the contract extension, but we have agreed that the contract extension should be based on the original contract between the District and LPA.

Based on the Contract, we have discussed that in the Bidding and Construction Administration phases of the contract, LPA's contract amount would need to be reduced based on the actual Bid amount of \$19,425,437. We are not accounting for the approved Change Orders for the purposes of this contract extension. This reduction in our contract amount would total \$173,754. The original Contract also had an expiration date of December 31, 2010.

The construction administration phase of the SCC Humanities Building is being extended for various field reasons. Based on the current information, the building is expected to be completed in March 2013 and we are asking our Construction Administration phase part of the contract be extended to March 31, 2013. Please see Exhibit A attached to this letter for the actual breakdown of both the contract reduction and extension of both Bidding and Construction Administration phases. After accounting for the required contract reductions and additional of construction administration based on the construction schedule being extended, there would be a net increase to the Contract in the amount of \$367,301, which brings our overall revised contract amount to \$2,479,301 excluding the reimbursable and rendering/model expenses. The costs associated with the reimbursable costs would still be covered by the original reimbursable amount of \$211,200 and no extension of the reimbursable costs is requested as a part of this request. The requirements and the duties of the Architect during the Construction Administration Phase in the original Contract shall still remain in effect during the duration of this extension and all services shall be completed by March 31, 2013.

Again, we would like to sincerely thank you for your consideration and your decision regarding our contract and we look forward to providing continued excellent services to the District.

Should you have any questions, please call.

Sincerely,

LPA, Inc.  
Orange County Office



Young W. Min, LEED® AP  
Project Manager



# TRANSMITTAL

Date: October 25, 2011  
To: Rancho Santiago Community College District  
2323 N. Broadway, Fourth Floor  
Santa Ana, CA 92706

Attention: Mr. Peter Hardash

Project Name: Santiago Canyon College Humanities Building

Project No.: 27034.10

Regarding: Contract Extensions

Description:

One (1) Copy – Contract Extension Letter

Remarks:

- Sent per your Request
- For Your Use/Reference
- For Review and Comment
- Other:
- For Approval
- For Distribution
- For Your Records

Sent Via: National Messenger

By: Adrienne Tabo cc: File 11

**SANTIAGO CANYON COLLEGE**

**HUMANITIES BUILDING - CONSTRUCTION ADMINISTRATION PHASE**

**Fee Extension Based on Contract - The Contract Expired on December 2010**

<b>Bid Amount</b>	<b>\$19,425,437</b>	
<b>Original Bid Phase Fee</b>	<b>\$63,360</b>	<b>Based on Assumed Contract Vale of \$33 million</b>
<b>Revised Bid Phase Fee</b>	<b>\$37,297</b>	<b>Based on Bid Amount of \$19,425,437</b>
<b>Net Bid Phase Reduction</b>	<b>\$26,063</b>	
<b>Original CA Phase Fee</b>	<b>\$359,040</b>	<b>Based on Assumed Contract Vale of \$33 million</b>
<b>Revised CA Phase Fee</b>	<b>\$211,349</b>	<b>Based on Bid Amount of \$19,425,437</b>
<b>Net Bid Phase Reduction</b>	<b>\$147,691</b>	
<b>Total Contract Reduction</b>	<b>\$173,754</b>	
<b>Total Revised Contract Amount</b>	<b>\$248,646</b>	<b>For Bid and Construction Administration Fee due to LPA</b>
<b>Total Original Contract Value</b>	<b>\$2,112,000</b>	
<b>Net Contract Reduction</b>	<b>\$173,754</b>	
<b>Revised Contract Amount</b>	<b>\$1,938,246</b>	

**Time Period for Contract Extensions**

<b>Time Frame - 2011</b>													<b>Total</b>
<b>Amount Invoiced</b>	<b>\$14,361</b>	<b>\$14,361</b>	<b>\$21,542</b>	<b>\$17,952</b>	<b>\$14,361</b>	<b>\$14,361</b>	<b>\$21,542</b>	<b>\$14,361</b>	<b>\$39,494</b>	<b>\$28,720</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$241,055</b>
<b>Time Frame - 2012</b>													
<b>Amount Invoiced</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$240,000</b>
<b>Time Frame - 2013</b>													
<b>Amount Invoiced</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>										<b>\$60,000</b>
<b>Revised Contract Amount</b>	<b>\$1,938,246</b>												<b>\$541,055</b>
<b>Additional CA Fee</b>	<b>\$541,055</b>												
<b>Revised Total Contract</b>	<b>\$2,479,301</b>												
<b>Net Contract Revision</b>	<b>\$367,301</b>												

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Additional DSA Inspection Services for the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 14, 2011, the Board of Trustees approved an agreement with TYR I.O.R in the amount of \$550,000.00 to provide Division of State Architect (DSA) mandated inspection services as the Inspector of Record (IOR) for the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College.

**ANALYSIS:**

The inspector will assist the District in reviewing the mechanical systems, HVAC, exhaust fans, control wires, chilled and hot water and other similar items. All inspections will be based on government approved guidelines, approved plans, submittals and specifications.

Based on an updated construction schedule, estimated duration of this project through completion is 18 months, September, 2011 through March, 2013; the total estimated additional cost is \$225,000.00. The total revised contract amount is \$775,000.00.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the extension of services for TYR I.O.R to provide DSA mandated inspection services for the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College, as presented.

Fiscal Impact:	\$225,000.00	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	



**I.O.R. Services**

DSA & OSHPD Inspection

October 21, 2011

Robb Gumbert  
Facility Planning Specialist  
Rancho Santiago Community College District  
2323 North Broadway, Suite 112  
Santa Ana, C 92706

**REFERENCE: PROPOSAL BREAKDOWN\_ATHLETICS & AQUATICS AND HUMANITIES BUILDING HVAC PROJECTS - SANTIAGO CANYON COLLEGE**

Dear Mr. Gumbert:

TYR, Inc. is honored for the opportunity to submit a cost proposal to Rancho Santiago Community College District for the above referenced projects.

The inspector will assist the District in reviewing installation of mechanical systems, HVAC, VAV, FCU, Exhaust fans, control wires, chilled and hot water, etc. In addition, all required system commissioning includes: testing, air balance, air quality, sound attenuation, etc. All inspections will be based on CMC, SMCNA guidelines, approved plans, submittals and specifications.

Based on the estimated duration of the project, September 2011 thru March 2013 and with an assigned Class 3/MEP Inspector, the total estimated cost is \$225,000.00 (estimate excludes overtime, off hours and legal holidays).

The total estimated costs will be divided as follows:

- Athletics/Aquatics Complex: \$78,750.00
- Humanities Building: \$146,250.00

If you have any questions, please do not hesitate to contact me. Thank you for your time and we look forward to working with your District.

Best regards,

TYR, Inc.  
Youssef Sobhi  
President and Senior Inspector



**I.O.R. Services**  
DSA & OSHPD Inspection

October 21, 2011

Robb Gumbert  
Facility Planning Specialist  
Rancho Santiago Community College District  
2323 North Broadway, Suite 112  
Santa Ana, C 92706

**REFERENCE: PROPOSAL BREAKDOWN\_ATHLETICS & AQUATICS AND HUMANITIES BUILDING HVAC PROJECTS - SANTIAGO CANYON COLLEGE**

Dear Mr. Gumbert:

TYR, Inc. is honored for the opportunity to submit a cost proposal to Rancho Santiago Community College District for the above referenced projects.

The inspector will assist the District in reviewing installation of mechanical systems, HVAC, VAV, FCU, Exhaust fans, control wires, chilled and hot water, etc. In addition, all required system commissioning includes: testing, air balance, air quality, sound attenuation, etc. All inspections will be based on CMC, SMCNA guidelines, approved plans, submittals and specifications.

Based on the estimated duration of the project, September 2011 thru March 2013 and with an assigned Class 3/MEP Inspector, the total estimated cost is \$225,000.00 (estimate excludes overtime, off hours and legal holidays).

The total estimated costs will be divided as follows:

- Athletics/Aquatics Complex: \$78,750.00
- Humanities Building: \$146,250.00

If you have any questions, please do not hesitate to contact me. Thank you for your time and we look forward to working with your District.

Best regards,

TYR, Inc.  
Youssef Sobhi  
President and Senior Inspector



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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval for Additional Testing Services for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

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

**ANALYSIS:**

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

Due to project delays and the updated construction schedule, Reliant Testing Engineers have based their additional fees on their best estimate of required inspection time to complete the project. This estimate requires additional compensation in the amount of \$94,322.00 as noted in the attached proposal, dated October 27, 2011. The new contract total for this project is \$299,878.00.

**RECOMMENDATION:**

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

Fiscal Impact:	\$94,322.00	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

# CHANGE ORDER

OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER



PROJECT: RSCCD Aquatics and Athletic Center      CHANGE ORDER NUMBER: 2

DATE: 10/27/2011

TO OWNER: RSCCD  
 Darryl Odum  
 VIA : ODUM\_DARRYL@RSCCD.ORG

CONTRACT FOR: TESTING AND INSPECTION

**Project duration has surpassed schedule provided for COR 1  
 Reliant's estimate to complete (no schedule from Seville available):**

welding	660	hours	\$74	\$48,840
fireproofing	80	hours	\$74	\$5,920
masonry	240	hours	\$74	\$17,760
batch plant	48	hours	\$74	\$3,552
concrete	114	hours	\$74	\$8,436
shotcrete	72	hours	\$74	\$5,328
fireproofing density	12	tests	\$47	\$564
masonry prisms	3	sets	\$97	\$291
masonry grout	9	sets	\$84	\$756
concrete cylinders	25	sets	\$84	\$2,100
shotcrete panels (included mock up)	5	pnls	\$155	\$775

TOTAL COR REQUEST \$94,322

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$74,924.00
Net change by previously authorized Change Orders	\$130,632.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$205,558.00
The (Contract Sum) (Guaranteed Maximum Price) will be <span style="border: 1px solid black; padding: 2px;">increased</span>	
by this Change Order in the amount of	\$94,322.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$299,878.00

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

RELIANT TESTING ENGINEERS, INC.	RSCCD
3035 S. Harbor Blvd., Santa Ana, CA 92704	ADDRESS
BY	BY
Denise DeGroff	DATE
3/15/2011	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Change Order #8, Bid #1139 – Electricity for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Dynalectric, Inc., for Bid #1139, electricity 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 #8.

Change Order #8 increases the contract by \$19,522.22. The revised contract amount is \$1,270,536.24. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.878% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #8, Bid #1139 for Dynalectric, Inc., electricity for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$19,522.22	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1139	P.O. # 10-BP000226
	D.S.A. No.	04-109232	
Contractor: Dynalectric	Change Order No.	8	
Architect: The Austin Company	Date:	October 10, 2011	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,200,000.00
Previous Change Orders	\$51,014.02	
This Change Order	\$19,522.22	
Total Change Orders		\$70,536.24
Revised Contract Amount		\$1,270,536.24
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		November 14, 2011

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

# CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1139 P.O. # 10-BP000226

D.S.A. No. 04-109232

Contractor: Dynalectric

Change Order No. 8

Architect: The Austin Company

Date: October 10, 2011

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><b>DESCRIPTION:</b> Provide additional conduit and extend seven conduits to new communication vault for athletics and aquatics building</p> <p><b>REASON:</b> Existing communication conduits not installed at correct location per previous contractor for the M&amp;O building. (Backcharge Mepco)</p> <p><b>REQUESTOR:</b> District</p> <p><b>TIME EXTENSION:</b> ADDS 0 calendar days</p>	\$0.00	\$19,522.22
Sub-Total		\$0.00	\$19,522.22
Total			\$19,522.22

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Change Order #3, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board 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 #3.

Change Order #3 increases the contract by \$316.00. The revised contract amount is \$3,720,805.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2.844% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #3, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$316.00	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	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

D.S.A. No. 04-110212

Contractor: Dynalectric

Change Order No. 3

Architect: LPA Inc

Date: October 25, 2011

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$3,617,900.00
Previous Change Orders	\$102,589.00	
This Change Order	\$316.00	
Total Change Orders		\$102,905.00
Revised Contract Amount		\$3,720,805.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		November 14, 2011

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. *3*

Architect: *LPA Inc*

Date: *October 25, 2011*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Added one light fixture in Hallway 135.</p> <p><u>REASON:</u> To light drinking fountain area.</p> <p><u>REQUESTOR:</u> LPA</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$784.00
2.0	<p><u>DESCRIPTION:</u> Deleted two light fixtures on exterior wall.</p> <p><u>REASON:</u> Light fixtures no longer required.</p> <p><u>REQUESTOR:</u> LPA</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$468.00	\$0.00
Sub-Total		\$468.00	\$784.00
Total			\$316.00

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Change Order #2, 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 #2.

Change Order #2 increases the contract by \$16,306.00. The revised contract amount is \$1,229,268.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 3.413% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, Bid #1143 for Glazcon Productions, glass/glazing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$16,306.00	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	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. **2**

Architect: **LPA Inc**

Date: **October 25, 2011**

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,188,700.00
Previous Change Orders	\$24,262.00	
This Change Order	\$16,306.00	
Total Change Orders		\$40,568.00
Revised Contract Amount		\$1,229,268.00
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		November 14, 2011

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: <b>Santiago Canyon College Humanities Building</b>		Bid No. <b>1143</b>	P.O. # <b>10-P0014580</b>
Contractor: <b>Glazcon Productions</b>		D.S.A. No. <b>04-110212</b>	
Architect: <b>LPA Inc</b>		Change Order No. <b>2</b>	
		Date: <b>October 25, 2011</b>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><b>DESCRIPTION:</b></p> <p>Revisions to overhead concealed door closers and hardware modifications</p> <p><b>REASON:</b></p> <p>To accommodate the campus keying system.</p> <p><b>REQUESTOR:</b> District</p> <p><b>TIME EXTENSION:</b> ADDS 0 calendar days</p>	\$0.00	\$16,306.00
Sub-Total		\$0.00	\$16,306.00
Total			\$16,306.00

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Change Order #2, Bid #1151 – Earthwork for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

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

**ANALYSIS:**

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

Change Order #2 decreases the contract by \$12,132.00. The revised contract amount is \$153,400.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are -6.193% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

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

Fiscal Impact:	-\$12,132.00	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension

Bid No. 1151 P.O. # 10-P0014382

D.S.A. No. 04-110594

Contractor: Southern California Grading

Change Order No. 2

Architect: LPA Inc

Date: October 20, 2011

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$163,527.00
Previous Change Orders	\$2,005.00	
This Change Order	-\$12,132.00	
Total Change Orders		-\$10,127.00
Revised Contract Amount		\$153,400.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		November 14, 2011

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: <b>Santiago Canyon College Loop Road Extension</b>	Bid No. <b>1151</b>	P.O. # <b>10-P0014382</b>
	D.S.A. No. <b>04-110594</b>	
Contractor: <b>Southern California Grading</b>	Change Order No. <b>2</b>	
Architect: <b>LPA Inc</b>	Date: <b>October 20, 2011</b>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><b>DESCRIPTION:</b></p> <p>Removal of existing tree roots at retaining wall done by Guy Yocom Construction</p> <p><b>REASON:</b></p> <p>Scope originally included in Earthwork bid package and done by others</p> <p><b>REQUESTOR:</b></p> <p>District</p> <p><b>TIME EXTENSION:</b> ADDS 0 calendar days</p>	\$12,132.00	\$0.00
Sub-Total		\$12,132.00	\$0.00
Total			-\$12,132.00

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Change Order #2, Bid #1181 – Signalization Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On July 25, 2011, the Board awarded a contract to Dynalectric for Bid #1181, signalization project 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 #2.

Change Order #2 increases the contract by \$9,834.34. The revised contract amount is \$794,494.34. 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 3.072% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #2, Bid #1181 for Dynalectric, signalization project at Santiago Canyon College as presented.

Fiscal Impact:	\$9,834.34	Board Date: November 14, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

# CHANGE ORDER

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

Project: Santiago Canyon College SCC Signalization	Bid No. 1181	P.O. # 12-P0020215
	D.S.A. No.	N/A
Contractor: Dynalectric	Change Order No.	2
Architect: LPA Inc	Date:	October 21, 2011

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$772,306.00
Previous Change Orders	\$12,354.00	
This Change Order	\$9,834.34	
Total Change Orders		\$22,188.34
Revised Contract Amount		\$794,494.34
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 10, 2011
Revised Contract Completion Date		March 10, 2011
RSCCD Board Approval Date		November 14, 2011

\_\_\_\_\_  
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 SCC Signalization*

Bid No. *1181*

P.O. # *12-P0020215*

D.S.A. No. *N/A*

Contractor: *Dynalectric*

Change Order No. *2*

Architect: *LPA Inc*

Date: *October 21, 2011*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Excavation to determine location of Metropolitan Water District water main under construction zone.</p> <p><u>REASON:</u> To ensure signal pole foundation does not interfere with Metropolitan Water District water main.</p> <p><u>REQUESTOR:</u> City of Orange/ District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$5,892.66
2.0	<p><u>DESCRIPTION:</u> Existing underground conduit line unusable. New conduit conduit to be installed per current code.</p> <p><u>REASON:</u> Existing line too shallow for new construction and does not meet current code</p> <p><u>REQUESTOR:</u> City of Orange/ District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,596.05
3.0	<p><u>DESCRIPTION:</u> Existing traffic control box to be relocated at intersection of Santiago Canyon Road and Highbrook.</p> <p><u>REASON:</u> Existing traffic control box in conflict with new signal pole.</p> <p><u>REQUESTOR:</u> City of Orange/ District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$345.63
Sub-Total		\$0.00	\$9,834.34
Total			\$9,834.34

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of this Settlement and Release Agreement for Baker Electric Inc. for the Science Center at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On January 28, 2008 the District issued two separate purchase orders (No.08-BP000205 for \$1,406,000.00 and No.08-BP000206 for \$1,720,000.00) with Baker Electric Inc. to perform the electrical work for the construction of the Science Center at Santiago Canyon College. The Bond Funded and State Funded Contract collectively totaled \$3,126,000.00.

**ANALYSIS:**

Baker Electric Inc., was awarded the construction contract for Bid No. 1064 for the electrical work on the Science Center. Baker Electric, Inc., has filed a claim against the District in the amount of \$337,058.24 for delays and extended costs that they claim to have incurred on the project. Baker Electric contends that there were unreasonable delays and disruptions on the project which resulted in additional overhead for them. The District disputes those claims and has reached a settlement with Baker Electric in the amount of \$150,000.00 to close the project, saving the District \$187,058.24.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Settlement and Release Agreement with Baker Electric Inc., as presented

Fiscal Impact:	N/A	Board Date: November 14, 2011
Prepared by:	Darryl Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	



**1.0 PAYMENT AND RELATED PROVISIONS**

**1.1 Payment By the District To Baker**

The District will pay Baker One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00) (the "Settlement Sum"). A single check payable to Baker for the Settlement Sum will be delivered to Baker no later than twenty-one (21) days after the District Board of Trustees' approval of this Agreement.

**2.0 RELEASE**

**2.1 Release Of Claims By Baker**

Except as reserved in section 2.4 below, Baker releases and discharges all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which Baker or any of its agents, shareholders, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against the District, its agents, shareholders, representatives, employees, predecessor, successors and/or assigns, based upon or arising out of the Action or any other matter or event relating to the Project. ("Baker Releases").

**2.2 Release Of Claims By the District**

Except as reserved in section 2.4 below, the District releases and discharges all claims of every kind whatsoever (including without limitation claims for fraud, breach of contract, breach of fiduciary duty, negligence, breach of statutory duties, violation of Contractors State License laws, surety bond claims, compensatory damages, interest, penalties, punitive damages, specific performance, injunctive or declaratory relief, costs, attorneys' fees and/or expert fees) whether known or unknown, which the District or any of its agents, shareholders, representatives, employees, predecessors, successors and/or assigns, asserts or could assert against Baker, its agents, shareholders, representatives, sureties, insurers, employees, predecessors, successors and/or assigns, based upon or arising out of the Action or any other matter or event relating to the Project. ("District Releases").

**2.3 Released Matters**

The Baker Releases and the District Releases are collectively referred to as the "Released Matters."

**2.4 Matters Not Included In The Released Matters**

2.4.1 The Released Matters do not include any liability or obligation created by this

Initials: TM  
Baker District

**Agreement.**

**2.4.2** The Released Matters do not include and the Parties retain all rights and obligations with respect to one another and their respective agents, shareholders, representatives, sureties, insurers, employees, predecessors, successors and/or assigns, for any claims by any third party which are asserted or unasserted, known or unknown, existing or future, for death or bodily injury to persons, for injury or damage to property as required by the Contract. Such claims are not included in the Released Matters. Those rights and obligations shall survive as they would have existed in the absence of this Agreement.

**2.4.3** The Released Matters do not include and the Parties do not discharge, waive or otherwise negate any covenants, duties or warranties, or claims for indemnity and contribution therefor, which may exist in the Contract and survive completion of the Project and final payment, and relate to a latent deficiency as defined in Code of Civil Procedure section 337.15 or any patent deficiency as defined in Code of Civil Procedure section 337.1. The District warrants and represents that as of the Effective Date it is unaware of any defects of Baker's workmanship or materials for the Project. Further, it is not the intent of the Parties that this Agreement discharge, waive or otherwise negate any contractual indemnity or insurance obligation which may survive completion of the Project and final payment. Such obligations and rights remain in full force and effect notwithstanding this Agreement.

**2.4.4** The Released Matters do not include any claims based on any unexpired guarantees or warranties for the Project which are neither expanded nor diminished by this Agreement.

**2.5** Waiver Of Rights Pursuant To Civil Code Section 1542

With respect to the Released Matters, each Party expressly waives any and all rights which it may have under the provisions of section 1542 of the California Civil Code, which section reads as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*

Thus, with knowledge of the provisions of section 1542, and for the purpose of implementing a full and complete release of the Released Matters, each Party acknowledges this Agreement is intended to include in its effect, without limitation, all of the claims that were or could have been raised, even those which a Party did not know of or suspect to exist in its favor at the time of execution of this Agreement and that this Agreement contemplates extinguishment of all such claims that were or could have been raised, even those which would have materially affected the releasing Party's decision to enter into this Agreement.

Initials:  \_\_\_\_\_  
Baker District



**3.6 Entire Agreement**

The provisions of this Agreement constitute the entire agreement between the Parties and supersede all prior negotiations, proposals, agreements and understandings regarding the subject matter of this Agreement.

**3.7 Additional Documents**

The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent or provisions of this Agreement.

**3.8 Assignees**

This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, dba's or any other associated entities.

**3.9 Interpretation Of Agreement**

This Agreement and its provisions shall not be construed or interpreted for or against any Party because that Party drafted or caused the Party's attorney to draft any of its provisions.

**3.10 Execution In Counterparts**

This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

**3.11 No Promise Or Warranty**

No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.

**3.12 Attorneys' Fees**

Should either Party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs and necessary disbursements against the non-prevailing Party, in addition to any other appropriate relief.

Initials:  \_\_\_\_\_  
Baker District

3.13 Modification

No modification of this Agreement shall be valid unless agreed to in writing by the Parties.

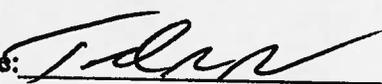
3.14 Choice Of Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California and the Parties agree the court in the Action shall retain jurisdiction for purposes of enforcing this Agreement.

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS A GENERAL RELEASE OF CLAIMS KNOWN AND UNKNOWN.**

The Parties have executed and delivered this Agreement consisting of six (6) pages.

Baker Electric, Inc.

Signature: 

Printed Name: Ted N. Behr

Title: Pres, Gen

Date: 10-20-11

Rancho Santiago Community College District

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Initials:   
Baker District

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of Accuvant Site Survey	
Action:	Request for Approval	

**BACKGROUND**

With the support of the Technology Advisory Group (TAG), the district office is preparing to upgrade the current wireless network to meet the academic and business needs of the entire district. A site survey has been performed at Santa Ana College and is needed at the remaining five locations to determine the placements of the wireless access points to complete this project.

**ANALYSIS**

The Information Technology Department (ITS) intends to upgrade the wireless network at Santiago Canyon College, Orange Education Center, Centennial Education Center, District Office, and the Digital Media center. Using the same design parameters developed by PlanNet for the Santa Ana College campus, it was determined that coverage will include all academic buildings, faculty offices, some administration offices, and common areas. Also, to support the video surveillance project, there will be wireless coverage in the parking lots. Based on the research at Santa Ana College, PlanNet and ITS developed a detailed list of requirements and determined that the Aruba Network solution is the best to meet the district's needs.

The solution from Aruba Networks will include core and remote servers to manage the network traffic, management software, authentication software, and wireless access points for buildings and common areas, and rugged wireless access points for the parking lot. A site survey is needed to determine the placements of the wireless access points in the remaining five locations which include 39 buildings, parking lots, and common areas. Documentation includes access points coverage maps, cabling paths, and network design.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the site survey agreement from Accuvant in the amount of \$51,000 as presented.

Fiscal Impact:	\$51,000	Board Date: November 14, 2011
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

# ACCUVANT

Rancho Santiago Community College District

## WLAN Site Survey and Design Planning

Project Number: LAX-OP62671

**Prepared By: Matt Bossom**

October 17, 2011

Revision: 1.0

**SECURITY STRATEGY.**   
EXPERTLY EXECUTED.

Experts in Information Security Solutions

October 17, 2011

Sylvia LeToumeau  
Vice Chancellor - CIO  
Rancho Santiago Community College District

Ms. LeToumeau:

We are pleased to respond to your request for wireless site survey services. This proposal documents our understanding of the project objectives and scope. It also describes our approach and our responsibilities. This document represents a service order and sets forth the agreement between Accuvant and your organization with respect to the specific services we will provide to you, the pricing for those services, the time estimated to complete the project, and the consulting staff participating.

We look forward to working with you on this important project.

Best Regards,

Scott Bigham  
Named Account Manager - Gov/Ed  
Accuvant, Inc.  
2321 Rosecrans Ave, Ste 2240  
El Segundo, CA 90245  
310.431.6799

Erik Freeland  
Solutions Director  
Accuvant, Inc.  
2321 Rosecrans Ave, Ste 2240  
El Segundo, CA 90245  
661.755.7195

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## Project Overview

### Background

Rancho Santiago Community College District is centered in a growing and dynamic area, the district serves a population of more than 700,000 residents in the communities of Anaheim Hills, Garden Grove, Irvine, Orange, Santa Ana, Tustin and Villa Park.

The District will be deploying a functioning, turnkey WLAN at Santiago Canyon College, the District office, Orange Education Center, 1300 S. Bristol St and Centennial Education Center. The District would like to start with a site survey and design planning phase and has asked Accuvant to assist with this effort. This is Accuvant's response to this request.

### Goals & Objectives

The District has completed an evaluation process to narrow manufacturer platforms and ultimately identified Aruba Networks as the manufacturer able to best meet the required and desired functional attributes of an easy-to-manage, full-featured, extensible, resilient, and cost-effective solution.

The District is proposing ubiquitous wireless coverage inside each of the buildings and at each video surveillance camera location and throughout the entire Santiago Canyon College campus. Accuvant consultants will be responsible for a campus wide site survey and design planning for the Aruba Networks solution.

Accuvant will deliver:

- A comprehensive site survey of 39 buildings and outdoor common areas and parking lots
- A comprehensive site survey of the Santiago Canyon College outdoor campus including 10 acres of parking lots, athletic fields, driveways and common areas
- Comprehensive heat map RF plans for coverage and AP placement with site surveys of 39 buildings, outdoor common areas and parking lots
- Evaluation of cabling pathways and IDF's for new cable drops and access point installation
- Documentation of the wireless site survey and design delivered by Accuvant consultants

## Project Scope

### Project Management

Accuvant will provide dedicated project management to ensure the successful execution and delivery of the project by managing the various roles and documents utilizing accepted project management best practices.

### Project Phases

Accuvant follows a proven methodology for integrating wireless solutions into existing client environments. The scope of the project will be to assist Rancho Santiago Community College District in performing a site survey of the entire campus and providing design documentation to support the installation of a WLAN system. The specific tasks of this project are the following:

#### Site Survey and Design Documentation

**TASK: Planning and Environment Review**

**OBJECTIVE:** Confirm the scope of work has been accurately captured in the project proposal and to identify any significant obstacles to implementing the solution before coming onsite

- TASK STEPS:**
- Accuvant consultants will conduct a pre-project call to gather the detailed information about the Rancho Santiago Community College District environment necessary to perform the rest of the deployment

**TASK: Kick-Off Meeting**

**OBJECTIVE:** Allow the entire project team to meet, review project objectives and strategy, and confirm the project plan and each team member's responsibilities

- TASK STEPS:**
- Introductions of team members and their role in the project
  - A review of the project's success criteria
  - A detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts
  - Confirming that the Accuvant consultants understand their point(s) of contact within Rancho Santiago Community College District and have all of the necessary materials and access to begin their work

**TASK: Site Survey & Cable Drop Planning**

**OBJECTIVE:** Determine Appropriate Access Point placement and cabling requirements

- TASK STEPS:**
- Accuvant perform a comprehensive site survey to determine the best placement of the WAPs
  - Accuvant will develop a cabling plan for all WAP locations

**TASK: Design Documentation (OFF-SITE)**

**OBJECTIVE:** Document the recommended system design and cabling plan with the sections listed below:

**DOCUMENT  
SECTIONS:**

- Results from site survey, showing the placement of the radios and the coverage they provide
- Single-line system diagrams, showing the engineered configuration and system architecture of the WLAN, including all equipment components.
- Database templates or other documentation identifying any information required from the Owner to complete the configuration of the WLAN.
- Connectivity diagrams to demonstrate that all cabling interfaces are adequately defined.
- All proposed equipment modifications.
- Shop drawings for WAP and antenna mounting, including fabrication and installation requirements, structural penetrations, mounting enclosures, antenna systems, brackets, cabling and connectors.
- Final equipment rack elevations for all WLAN equipment that identify all individual equipment components.
- Specification sheets with dimensions and photo / rendering of all equipment
- Manufacturer's specification sheets (cut sheets) for all network and ancillary equipment such as cable, patch panels, antennas, enclosures, optical fiber patch cables, equipment cabinets, etc.
- A logical network diagram, showing the network configuration including basic VLAN configuration, proposed addressing scheme, location of routing services for the network, etc.
- A test plan for cabling, connections, equipment and system functionality and performance.

### **Additional Project Contingencies**

The following components, which are the responsibility of Rancho Santiago Community College District, are required before the project may start:

- Assign a primary point of contact to work with Accuvant during this project. This contact will be responsible for helping Accuvant to identify information owners and will assist with obtaining timely responses to requests for data and information.
- Provide all Accuvant resources with any necessary building access, and machine room access as needed.
- Respond in a timely fashion to questions posed by Accuvant regarding the project.
- Provide Accuvant with documents / diagrams detailing the existing specifications.
- Provide additional documents and/or diagrams, if reasonable, as requested.
- Provide Accuvant resources with a safe working environment including workspace, telephone, and network access, if necessary.
- Access to network support personnel to make necessary changes to accommodate new equipment.
- IP address information: internal addresses, external addresses, DNS entries, default gateway(s) addresses.

## Professional Considerations

The fixed fee for the Services to be performed by Accuvant under this SOW is 51,000.00 U.S. Dollars (\$51,000.00), which shall be paid on the following schedule:

Milestone	Percentage	Amount
Site Survey	60	\$30,600
Deliverable and Documentation Acceptance by Rancho Santiago Community College District	40	\$20,400

## Scheduling

Accuvant estimates this project will take approximately 5 man-weeks and will be completed over a two month period. Of the estimated 5 weeks, 3 weeks are expected to be on-site and the remaining time has been allocated for documenting the solution, and will be conducted off-site.

Estimated On-Site Effort	<b>3 Weeks</b>
Estimated Off-Site Effort	<b>2 Weeks</b>
Total Estimated Effort	<b>5 Weeks</b>

Accuvant proposes using at least one of our Consultants (bios available upon request) on an as needed basis for the appropriate time necessary to perform the work outlined in this proposal. Accuvant and Rancho Santiago Community College District will agree to work together to schedule time in advance when both parties will have resources available for the project. Accuvant requires a signed Service Order Form before it can schedule any consultant to begin a project.

## Travel & Expenses

Travel and expenses are included.

## Project Completion

Accuvant requires Rancho Santiago Community College District to acknowledge completion of the contract in writing. Accuvant will prepare a Certificate of Acceptance, which will be used to signify the successful completion of the consulting engagement. A copy of the Certificate of Acceptance is attached to this Statement of Work.

## Change in Scope of Services

In the event that unforeseen factors change this Services scope of work and/or impact the term and cost of Accuvant-provided Services, Rancho Santiago Community College District and Accuvant may mutually revise the SOW and Accuvant shall provide customer with an estimate of the impact of such revisions on the fees, payment terms, completion schedule and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change ("Change Authorization") shall be prepared, incorporating such changes to the SOW and shall be signed by both parties' authorized signers. The terms of a Change Authorization Form prevail over those of the SOW. A copy of the Change Authorization Form is attached to this Statement of Work.

## Project Assumptions

The ability to complete this engagement in an efficient and timely manner is critical to Accuvant. The assumptions listed below set forth the expectations of the working relationship between Rancho Santiago Community College District and Accuvant.

## Accuvant

- Our consultants consider all Rancho Santiago Community College District information and documentation as sensitive and confidential and will handle appropriately
- Our consultants recognize the value of knowledge transfer and will encourage Rancho Santiago Community College District to participate in all appropriate aspects of the project
- Our consultants and/or project managers will notify Rancho Santiago Community College District of any items that may be delayed as soon as possible in order to determine ways to manage any impact (i.e., cost, timeframes, modifications, etc.)
- All deliverables will, after completion, be reviewed jointly by Rancho Santiago Community College District and Accuvant consultants. Accuvant will include one revision to documents and as-builts based on client input at the review session
- Accuvant is not responsible for providing any services or performing any tasks not specifically set forth in this SOW
- Accuvant shall have no responsibility for other contractors or third parties engaged outside of Fusion Networking & Technology on the project unless expressly agreed to in writing
- Provides a single point of contact within Rancho Santiago Community College District's organization to help Accuvant consultants coordinate access to the required project materials and personnel
- Provides documents / diagrams detailing the existing policies, specifications and/or architecture in a timely manner
- Provides a safe working environment, including a workspace, telephone and network (and Internet) access for the purpose of time entry, email and project-related efforts
- Provides any necessary building, parking and/or machine room Access to Accuvant consultants
- Accuvant consultants will be reliant on Rancho Santiago Community College District staff to complete identified tasks and participate in interviews. Rancho Santiago Community College District's inability to provide this staff may affect the completion of tasks and/or deliverables.

If the Rancho Santiago Community College District assumptions listed above cannot be met; there may be a negative impact on project duration or cost. If there are deviations in scope, effort or duration, a change order will be necessary and an addendum for additional effort will be created. All changes in scope or duration will be negotiated between Accuvant and Rancho Santiago Community College District.

## Project Location

Address: 8045 E. Chapman Ave, Orange, CA 92869  
2900 W Edinger Ave, Santa Ana, CA 92704  
2323 N. Broadway, Santa Ana, CA 92706  
1465 N. Batavia St., Orange, CA 92867  
1300 S Bristol St, Santa Ana, CA 92704

Special Directions:

---

## Rancho Santiago Community College District Contacts

### Project Lead

Name: David Quinn  
Phone Number: (714) 480-7403  
Email: [Quinn\\_David@rsccd.edu](mailto:Quinn_David@rsccd.edu)

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## Appendix A - Wireless Solutions Phases & Methodology

Listed below are the different phases that will make up the deployment project and the activities that will be performed in each phase.

### Planning Phase

#### Project Planning and Environment Review

This phase will begin with a pre-installation call to allow Accuvant consultants to gather the detailed information about the Rancho Santiago Community College District environment necessary to perform the rest of the deployment. Accuvant consultants will drive this discussion by going through a pre-installation checklist with Rancho Santiago Community College District personnel. The primary goals are to confirm the scope of work has been accurately captured in the project proposal and to identify any significant obstacles to implementing the solution before coming onsite. Specific tasks performed in this phase include:

- Reviewing the project proposal
- Obtaining and reviewing network diagrams, with specific emphasis on determining where the solution components will be deployed
- Discussing any relevant security policies, to ensure that the solution to be deployed will be in compliance with and allow enforcement of Rancho Santiago Community College District's security requirements
- Identifying and scheduling network outage scenarios, if necessary
- Confirming basic project logistics
- Walking through a high level project plan that outlines the sequence of tasks to be performed and lists the personnel responsible for executing them

#### Project Kickoff

This phase is simply a meeting at the beginning of the project involving all of the key personnel from both Rancho Santiago Community College District and Accuvant. The goal is to allow the entire project team to meet, review project objectives and strategy, and confirm the project plan and each team member's responsibilities. The agenda will specifically cover:

- Introductions of team members and their role in the project
- A review of the project's success criteria
- A detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts
- Confirming that the Accuvant consultants understand their point(s) of contact within Rancho Santiago Community College District and have all of the necessary materials and access to begin their work

#### Detailed Design and Preparation

To ensure that the deployment goes as smoothly as possible, this phase adds an additional level of detail to the project plan and fleshes out the specific configuration changes and test conditions that will need to be performed over the course of the Project. This is an interactive process driven by the Accuvant consultants, but it is highly dependent on input and feedback from client personnel to ensure that the final design is a match with their requirements. If the pre-Project planning and project kickoff meetings went into sufficient detail, many of the tasks in this phase will already have been completed. Specific tasks in this phase include:

- In depth discussion of any possible impacts to the production environment
- Creation of fallback strategy and criteria for fallback process
- Creation of test conditions to confirm necessary functionality is present after change and that the implementation was successful

- Execution of applicable test conditions prior to any changes being made to ensure environment is functioning as expected
- Final review of network details, including assignment of IP addresses, routing impacts, policy changes etc.
- Final review of security policies to be enforced and configuration changes necessary to support them

## RF Planning

Accuvant will perform the site survey by hosting a thorough discussion about all the areas requiring wireless coverage, analyzing facility blueprints, and entering the information into an RF design and management application.

### *Physical & Predictive Heat-Map Generation*

First, Accuvant will use a wireless survey tool that generates predictive wireless signal heat maps. This tool allows Accuvant to use a predictive design approach that leverages knowledge of the context of the environment, the area to be covered and the intended use of the network. This predictive design software simulates the coverage area and capacity of wireless devices by importing the physical environmental information. These techniques are some of the most effective ways of planning AP placement that guarantees WLAN coverage, signal quality, capacity and overall QoS.

The WLAN design process begins by importing data about your facility into the WLAN planning software. Import formats include CAD files, scanned images, and digital pictures. The environmental context can be updated by tagging each wall in the facility map with material types such as sheetrock or brick from a library of common building materials. Then, APs are placed within the site map to simulate the coverage areas. The software is designed to predict the effects of physical obstructions and visually displays a coverage strength map. The network designer can adjust the design to address identified coverage holes.

Most importantly, this software makes designing for capacity efficient and predictable. To do this, you simply indicate expected client locations and application requirements within your environment. With this information, the tool's simulation engine predicts if the network capacity is sufficient given the current equipment placement and configuration. This allows you to quickly determine whether your existing network design can sustain high data rate applications and meet the needs of your users.

Next, the site survey will entail a thorough walk through of all the buildings, outdoor common areas and parking lots to determine the necessary placement of AP's to provide ubiquitous coverage in all areas requested by Rancho Santiago Community College District. The survey will take into account the building's design, areas that require coverage, and the number of users and types of applications that need to be supported, as well as any obstructions that could affect the wireless signal. The site survey will include mounting AP's in specific locations to determine the best placement of production AP's for desired coverage. The site survey will utilize AP's, additional external antennas and multiple third party survey tools including but, not limited to AirMagnet Laptop, AirMagnet Surveyor, and Ekahau Site Survey utility. Signal to noise ratio will be measured along with interference from outside RF sources. The survey will provide Accuvant and Rancho Santiago Community College District with a map of the best possible placement of AP's for the coverage desired.

During this phase we will also perform a radio frequency analysis of the 2.4 GHz and 5GHz frequencies. This effort is included to identify sources of interference and plan steps to mitigate the issues. All the areas that were mapped in the previous phase are included in this phase as well. The RF analysis process is similar to the heat-map generation in that we will walk the same areas, this time with spectrum analyzers. This effort produces the following information:

- Real-time RF spectrum analysis for identifying signals that could interfere with WLANs
- Detection and identification of specific interfering devices in real time, including Bluetooth, cordless phones, microwave ovens, video cameras and dozens of wireless modulation techniques
- Pinpoint the location of problematic wireless devices
- Graphical display of the Wi-Fi spectrum

## Documentation

A sound approach and exhaustive testing efforts can be wasted if the work performed during the project is not communicated in a clear and usable manner. Accuvant takes great care in ensuring a quality deliverable. To this end all documents are subjected to a peer review process, which looks for both technical as well as written errors. The deliverable will consist of:

- Comprehensive documentation of the deployment effort will contain sections in accordance with the items listed in the Closing Tasks Documentation Table
- The completed documentation will be delivered one week following the conclusion of the project

## Appendix B - Project Management Approach

Accuvant recognizes the importance of our client's awareness of the engagement progress and ongoing open communication throughout the project. In order to assist in this requirement, Accuvant has implemented a number of procedures as part of our engagements to ensure that this awareness and open communication channels are maintained.

### Pre-Engagement

A primary objective of the Accuvant project management services is to make the project as smooth of an experience for the client as possible. To accomplish this goal, the project manager engages the client during the pre-engagement call and pre-engagement validation.

This pre-engagement call allows Accuvant consultants to gather the detailed information about the client's environment necessary to perform the project. Accuvant consultants will drive this discussion by going through a pre-engagement checklist with client personnel. The primary goals are to confirm the scope of work has been accurately captured in the project proposal and to identify any significant obstacles to completion prior to beginning the engagement. Specific tasks performed in this phase include:

- Reviewing the project proposal
- Confirming basic project logistics
- Walking through a high level project plan that outlines the sequence of tasks to be performed and lists the personnel responsible for executing them
- Listing and assigning any action items necessary to complete prior to the project commencing

The project plan, action items and client resource requirements are detailed within a project plan that provides an overview of the timelines, steps to be executed and the relevant resources necessary to complete the particular phase.

Following the pre-engagement call, the project manager engages the client and Accuvant consultants to provide support in meeting project assumptions and action items from the pre-engagement call. Establishing the proper environment for the first day of engagement is paramount in creating a smooth and successful Accuvant experience for the client.

### Dedicated Project Management

During the engagement, the project manager will employ PMI best practices to ensure that your project is executed and monitored according to your expectations. In addition to monitoring the current tasks, Accuvant project managers examine the upcoming tasks to confirm that all pre-requisites have been met. This single proactive measure allows consultants to always be moving the project forward and alleviate issues before the consultant and timeline are affected.

Monitoring the project consists of scope reviews, status and performance reporting and the following:

- Create and maintain the project plan that serves as the guide for the project's flow, task list, dependencies, responsibilities, quality and timeline.
- Help identify action items and risks to the project and, with other project members, coordinate a resolution and monitors their execution and completion
- Facilitate change control to address changes to the timeline, scope and various tasks performed within the project.
- Issue regular project status reports to maintain consistent and accurate content and flow of communication and provide accountability relating to the overall progress of the project.
- Control the project deliverable documents by maintaining a central repository and assigning project document tracking numbers.

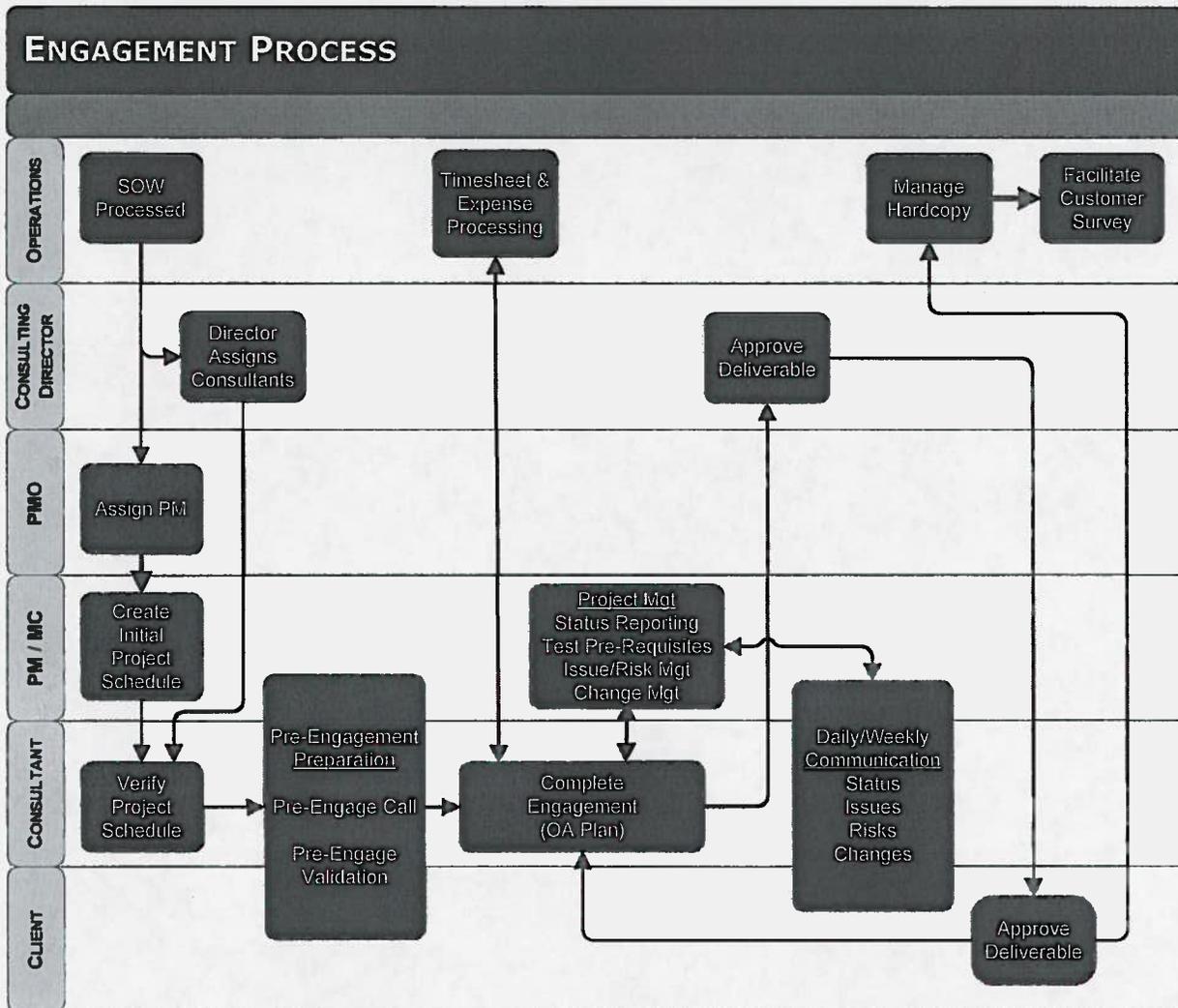
- Serve as single point of contact and management lead of the LVI subcontractor (Fusion Networking & Technology)

## Ongoing Communications

To ensure your project is completed in a timely manner with minimum impact to both system and personnel resources, Accuvant utilizes various communication methods during each phase. The list below details the methods utilized to ensure consistent ongoing communication with our clients throughout the engagement:

- Accuvant delivers daily or weekly status report to our primary client contact detailing activities, what is planned for the following day or week, as well as any issues which have arisen that may delay the on-time completion of the engagement.
- Accuvant also utilizes informal communication including e-mails and phone calls to ensure the client is kept informed during the project.
- All communication is secured utilizing industry accepted encryption software to ensure critical information is not compromised.
- Our engagement model creates an environment in which the client, project manager and consultant are constantly communicating

The image below depicts the process flow for the typical engagement from the Statement of Work through to the completion of the project and delivery of the documentation.



**Engagement Process Flow Utilized by Accuvant**

## Appendix C - Accuvant Overview

### Company Information

Accuvant, Inc.  
D&B Number: 133439088  
SIC Numbers: 7373,7379  
1125 17th Street, Suite 1700  
Denver, CO 80202  
Phone: 303.298.0600  
Toll Free: 800.574.0896  
Fax: 303.298.0868

### Key Contact Information

Scott Bigham  
sbigham@accuvant.com  
Named Account Manager - Gov/Ed  
Accuvant, Inc.  
2321 Rosecrans Ave, Ste 2240  
El Segundo, CA 90245  
Phone: 310.431.6799  
Fax: 310.356.3250

### **Person(s) authorized to contractually bind the organization for pertinent contract agreements**

Dan Burns  
dburns@accuvant.com  
Vice President – Sales  
Accuvant Inc.  
1125 17th Street, Suite 1700  
Denver, CO 80202  
Phone: 303.298.0600  
FAX: 303.298.0868

Ed Wittman  
ewittman@accuvant.com  
CFO  
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1125 17th Street, Suite 1700  
Denver, CO 80202  
Phone: 303.298.0600  
FAX: 303.298.0868

## About Accuvant

Accuvant is the nation's premier information security and compliance management consulting firm. Our security advisors use industry expertise and proven methodologies to help large enterprises assess their environments, improve their compliance postures and secure their infrastructures.

## History

Accuvant was founded by a group of security veterans who saw the need for comprehensive solutions in an industry that had become too specialized and fragmented. The founders' vision was to create a company that would bridge the gap between vendors and end users by combining best-of-class technology with expert consulting services.

Since its inception, Accuvant has become one of the largest and most respected security solution providers in the country. From 2002 to 2008 Accuvant experienced an impressive growth rate of 7,789%, as validated by its recognition on the Deloitte Technology Fast 500 in 2005, 2006 and 2007, the 2007 Inc. 500 and the 2008 Inc. 5000.

To date, Accuvant has helped more than 1,000 customers—including 25% of the Fortune 1000—address their information security challenges. We serve as strategic advisors for these companies, helping them develop comprehensive security strategies that protect their valuable information assets. We help them demonstrate ongoing security compliance to customers, partners, regulators, employees and shareholders. And offer them a unique blend of services and products that help address policy, compliance and security architecture—ultimately helping them use information technology to better gain and maintain compliance.

## Accuvant's Practice Areas - Combining Experience with Innovation

To assist our clients in understanding and navigating the increasingly complex security landscape, Accuvant has developed three specialized security practices - Assessment, Risk and Compliance Management and Technology Solutions - to reflect key areas of concern in the information security space. This approach enables Accuvant to provide assistance in very specialized fields with highly experienced and extensively trained resources. The following is a summary of offerings that fall within each practice area:

## Assessment Services

Without an accurate measurement of an organization's security posture, it is impossible to know its strengths and weaknesses. Accuvant's security assessments take that measurement, determine the gap between the current and desired security posture and develop a plan to close it.

### Testing Environments Not to Only Find Problems, But to Develop Solutions

Enterprise Security Assessment

Application Security Assessment

Application & Environment Threat Modeling

Penetration Testing

Binary Analysis & Reverse Engineering

Security Training

## Risk & Compliance Management

Risk and Compliance are inextricably linked and must be addressed together. Accuvant's strength lies in helping our clients develop comprehensive risk and compliance programs aligned with security standards that adapt to ongoing changes and do so through a cost-effective, scalable process.

### Enabling the Effective and Efficient Management of Risk & Compliance

Risk Management Services

Third Party / Vendor Risk

PCI Services

ISO 27001/27002 Services

Security Policy Review and Development

GRC Automation

## Technology Solutions

New products are appearing almost as quickly as the threats they are intended to address. Accuvant can help differentiate between competing solutions and prioritize new investments that complement existing infrastructure. And once a solution has been chosen, our consultants can ensure it is implemented successfully.

### Sourcing, Design, Deployment, and Training on These Technologies

Network Perimeter Security

Strong Authentication

Wireless Security & Networking

Virus, spam, spyware, and malware control

Data Encryption and Loss Prevention

Security Event Management

Secure network infrastructure

## Appendix D - Terms and Conditions

The following General Terms and Conditions govern this Service Order between Accuvant and Client. Express provisions of the variable portions (above) of this Service Order control any conflicting standard provisions of these General Terms and Conditions, and any conflicting provisions of any Proposal. During the term of this Service Order, a purchase order, acknowledgment form, or similar routine document may be used. Therefore, the parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of this Service Order or these General Terms and Conditions shall be deemed deleted and have no force or effect on either party's rights or obligations.

1. **Services and Deliverables.** The services to be performed by Accuvant (the "Services") and any deliverables to be provided by Accuvant (the "Deliverables") are those set forth in the DESCRIPTION OF SERVICES statement (above) in this Service Order.
2. **Fees/Expenses/Taxes.** Client agrees to pay Accuvant for Services pursuant to this Service Order at Accuvant's hourly billing rates or fee stated in this Service Order, plus materials stated on any bill of materials that is part of this Service Order. If any rates, fees or materials prices are not expressly stated, then Accuvant's general hourly billing rates in effect at the time plus list price for materials will apply. Client further agrees to reimburse Accuvant for reasonable travel and living expenses incurred by Accuvant in connection with the performance of Services. Expenses are subject to Accuvant Travel Policy, available upon request. Client will pay or reimburse to Accuvant if invoiced by Accuvant all sales, service and value added taxes, and any other tax of any kind whatsoever (other than tax imposed upon the income or profits of Accuvant or any franchise tax imposed on Accuvant).
3. **Payment.** Unless otherwise expressly stated in this Service Order, Accuvant's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Invoices not paid within thirty (30) days from the invoice date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.
4. **Warranties and Covenants.**
  - 4.1. **Non-infringement.** Accuvant covenants that it will, and it will cause its employees, consultants and subcontractors ("Accuvant Personnel") to perform their responsibilities and provide Services and Deliverables in a manner that does not infringe or misappropriate any patent, trademark, copyright or trade secret right of any third party. Accuvant covenants that it will either own or otherwise have sufficient rights to license to Client all of the Deliverables furnished by Accuvant in connection with the Services. If any Service or Deliverable does not conform to the covenant set forth in this Section 4(a), Accuvant may procure the right for Client to continue to use the results of the Service or Deliverable, or may re-perform the Service or replace the Deliverable so that it is non-infringing and meets the original specifications. If the preceding remedies are not reasonably available, upon request by Client, Accuvant will refund the price paid for the infringing portion of the Services and refund the price paid for infringing Deliverables that are returned to Accuvant. Client covenants that it owns or otherwise has sufficient rights to furnish Accuvant all data and other information and materials furnished by Client to Accuvant in connection with the Services or Deliverables.
  - 4.2. **Work Standards.** Accuvant covenants that (i) it and the Accuvant Personnel performing Services have the necessary knowledge, skills, experience, qualifications, and resources to perform the Services in accordance with this Service Order, and (ii) the Services will be performed for and Deliverables provided to Client in a good, diligent and workmanlike manner in accordance with industry standards and applicable laws and governmental regulations. If any material portion of the Services or Deliverables do not conform to the foregoing covenants, and Client notifies Accuvant within thirty (30) days of completion of the Services and delivery of Deliverables, then Accuvant will work diligently to re-perform the nonconforming portion of the Services so that they conform and redeliver the nonconforming portion of the Deliverables so that they conform. If the preceding remedies are not fulfilled within a reasonable time, upon request by Client, Accuvant will refund the price paid for the nonconforming portion of the Services and refund the price paid for nonconforming Deliverables that are returned to Accuvant. Accuvant will not be responsible for nonconformities arising from inaccurate or incomplete data or information provided by Client, or for failures or delays caused by Client's failure to perform its obligations under this Agreement.
  - 4.3. **Client Cooperation.** Client agrees to reasonably cooperate with Accuvant's performance of Services. Client further agrees to take any and all actions reasonably necessary to enable Accuvant to perform the Services contemplated herein in an effective and efficient manner.
  - 4.4. **Security and Safety.** Accuvant covenants that it and Accuvant Personnel performing the Services, while present at the facilities of Client, will comply with the security and safety policies of Client that are provided to Accuvant.
5. **Limitation of Liability.** In no event will either party, or its suppliers, be liable to the other, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss of data, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with the performance or non-performance of this Service Order, even if advised of the possibility of such damages. In no event will Accuvant's liability under any claim made by Client exceed an amount equal to the total amount of fees actually paid by Client to Accuvant under this Service Order. Notwithstanding the above, however, in no event shall a party's liability be limited in amount of damages arising from (a) gross negligence or willful misconduct, or (b) breach of its confidentiality obligations under this Service Order. No action regarding the Services or Deliverables, regardless of form, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under this Service Order, or (b) such party's knowledge of the event giving rise to such cause of action. This limitation on actions does not apply to confidentiality obligations or the limited license of Section 7 regarding Deliverables.
6. **Place of Performance.** The Services to be performed pursuant to this Service Order may be rendered at Client's, Accuvant's, or subcontractor's facilities or at other suitable locations mutually agreed by Accuvant and Client.
7. **Ownership of Deliverables.** The parties agree that all Deliverables are the property of Accuvant. Accuvant grants an unlimited, perpetual license to Client to use, copy or modify Deliverables for any internal purpose. Accuvant may freely use its ideas, concepts, know-how, and techniques that it develops during the course of providing Services and Deliverables under this Service Order, subject to Accuvant's confidentiality obligations set forth in this Service Order and provided that such ideas, concepts, know-how, or techniques do not violate any patent, trademark, copyright or trade secret right of Client.

8. **Cancellation Policy.** Except as otherwise expressly provided in this Service Order, Client agrees to provide Accuvant with ten (10) business days' prior notice of its intention to delay, extend or release a scheduled Accuvant staffing assignment. If Client provides less than ten (10) business days' notice for delaying, extending or releasing assigned consultants, Accuvant may invoice and Client will pay for up to forty (40) hours of consulting services for each consultant delayed, extended or released.
9. **Use of Name and Publicity.** Each party agrees that it will not, without prior written consent of the other party in each instance, use in advertising, publicity or otherwise the name of such party or any of its affiliates, or any partner or employee of such party or its affiliates, nor any trade name, trademark, service mark, logo or slogan of such party or its affiliates.
10. **Confidential Information.**
- 10.1. **Defined.** "Confidential Information", as used in this Service Order, means all information proprietary to a party or any of its customers or suppliers that is marked as confidential or that due to its nature is known or in good faith should be known to be confidential. Confidential information of Client will be deemed to include, without limitation, all data to which Accuvant obtains access by performing the Services and any Deliverable containing such data. Confidential information of Accuvant will be deemed to include, without limitation, its methodologies, templates, report, policy and plan formats, Deliverables (except Client data), scripts and tools. The obligations of the party ("Receiving Party") which receives Confidential Information of the other party ("Disclosing Party") with respect to any particular portion of the Disclosing Party's Confidential Information shall not attach or shall terminate, as the case may be, when any of the following occurs (i) it was generally available to the public at the time of disclosure to the Receiving Party, (ii) it entered the public domain or became generally available to the public through no fault of the Receiving Party subsequent to the time of disclosure to the Receiving Party, (iii) it was or is furnished to the Receiving Party by a third party having the right to furnish it with no obligation of confidentiality to the Disclosing Party, or (iv) it was independently developed by the Receiving Party by individuals not having access to the Confidential Information of the Disclosing Party.
- 10.2. **Obligations.** The Receiving Party agrees not to disclose or use any Confidential Information of the Disclosing Party in violation of this Service Order and to use Confidential Information of the Disclosing Party solely for the purposes of this Service Order. Upon demand by the Disclosing Party, the Receiving Party shall return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control and destroy all derivatives and other vestiges of the Disclosing Party's Confidential Information; provided that the Receiving Party may retain one archival copy solely for the purpose of administering its obligations under this Service Order, and provided further that Client may retain any Deliverables subject to the license of Section 7 and this Section 10.
- 10.3. **Need to Know.** The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, officers, directors and representatives who have a reasonable need to know such Confidential Information for purposes of this Service Order. Disclosure of Confidential Information required by court or government order shall not constitute a violation of this provision provided the Disclosing Party has been given notice, if legally permitted, of such order by the Receiving Party.
- 10.4. **Systems.** If a party is given access, whether on-site or through remote facilities, to any computer or electronic data storage system of the other, such access and use shall be limited solely to performance within the scope of this Service Order and the party provided access shall not knowingly access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to fulfill its obligations under this Service Order. All user identification numbers and passwords shall be deemed to be Confidential Information.
- 10.5. **Ownership.** All Confidential Information of the Disclosing Party shall remain the exclusive property of the Disclosing Party.
- 10.6. **Injunction.** Both parties agree that violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the Disclosing Party will be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
11. **Non-solicitation and Contracting.** Client agrees that it and its employees will not, either during or for a period of 12 months after conclusion of the Services, solicit to hire as an employee or contractor any Accuvant Personnel involved in the sale or delivery of this project. Publication of open positions in media of general circulation will not constitute solicitation of Accuvant Personnel. If Client hires Accuvant Personnel prior to expiration of the 12-month period, Client agrees to pay to Accuvant, within 30 days of the hiring date, an amount equal to one half of the person's annual compensation at Accuvant at the time of their departure.
12. **Penetration Study and Assessment Services.**
- 12.1. **Scope.** If the Services include an ethical penetration study and assessment services, Accuvant will use various proprietary intrusion testing methods to evaluate the security of the network and devices residing on the network. If a part of the Services, Accuvant is hereby authorized to perform a penetration study and network vulnerability assessment on the network computer systems with the IP Addresses identified by Client (the "Systems"). Client represents that Client owns the Systems or has exclusive right to and use of the Systems through a hosting service identified by Client ("Host"). Client represents that the IP Addresses do not contain any broadcast address, router address or switch address, that all components of the Systems are current, state-of-the-art releases, and that no other IP Addresses have been assigned to the Systems. Accuvant is not responsible for adverse consequences resulting from inaccurate information regarding the IP Addresses furnished by Client or any Host.
- 12.2. **Authorization Window.** Client agrees to give Accuvant reasonable access to the facilities containing the Systems to perform the ethical penetration study of the Systems during a timeframe ("Authorization Window") mutually agreed upon between Client and Accuvant. Accuvant will coordinate with Client and any Host regarding scripts and auditing tools and so that Client or Host can coordinate security access permissions.
- 12.3. **Assumption of Risk.** Client assumes all risk for adverse consequences to the Systems resulting from the requested study and assessment. Accuvant and any Host will bear no responsibility for any adverse consequences to the Systems resulting from the requested study or assessment. Client releases and holds Accuvant, Accuvant Personnel and any Host harmless from any and all damages, losses and liabilities relating to the Systems arising as a consequence of the study and assessment. Adverse consequences to the Systems could include, among others (i) Systems down time, (ii) loss of business, (iii) connectivity loss, (iv) degradation of bandwidth, (v) Systems loss and crashes, and (vi) information and access loss. Client does not release Accuvant or Accuvant Personnel from any damage, loss or liability of any kind arising

from or related to their respective actions or omissions that are or are found to be (i) knowingly outside the scope of this Service Order, or (ii) reckless, wanton, malicious, illegal or otherwise involving gross negligence.

- 12.4. **Precautions.** Accuvant represents that it will take reasonable precautions to avoid negative impact to Client and any Host systems and networks. Accuvant will report all activities to the designated contact (referee) assigned by Client. Accuvant's point of contact on this engagement will be the referee. Client can halt the test on demand at any time through the referee. In the event that Accuvant causes damage or service degradation, it will report it immediately to the referee. In the event Client or any Host experiences network problems as a result of the study or assessment, Accuvant will use reasonable efforts to assist Client, subject to the terms of this Service Order, and any Host restore the Systems.
13. **Notices.** All notices and other communications under this Service Order will be in writing and deemed delivered one (1) day after being sent by a nationally recognized overnight courier service or three (3) days after being sent certified U.S. mail, return receipt requested, postage prepaid. All notices and other communications under this Service Order will be given to the party at the address indicated in this Service Order.
14. **Governing Law.** This Service Order will be governed by, and construed and enforced in accordance with, the laws of the State of Colorado applicable to contracts entered into and performed entirely within Colorado, and excluding conflicts of law principles.
15. **Waiver.** No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise preclude any other or future exercise, or the exercise of any other right, power or privilege. No waiver of any provision shall be effective unless made in a writing signed by both Accuvant and Client.
16. **Severability.** In the event that a court of competent jurisdiction holds any provision of this Service Order invalid or unenforceable in any circumstances, the remainder of this Service Order, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.
17. **Entire Agreement.** This Service Order constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior proposals, agreements, negotiations, correspondence and other communications, whether written or oral, between Accuvant and Client.
18. **Force Majeure.** Neither party is liable for non-performance under this Service Order to the extent to which the non-performance is caused by events or conditions beyond that party's control, and the party makes all reasonable efforts to perform; provided, however, this paragraph shall not apply to either party's obligations with respect to payments of money pursuant to the terms of this Service Order.
19. **Execution in Counterparts.** This Service Order may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Service Order by facsimile or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Service Order in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

## Appendix E - Certificate of Acceptance

CUSTOMER NAME: Rancho Santiago Community College District  
 PROJECT NUMBER: LAX-OP62671  
 PROJECT DESCRIPTION: WLAN Site Survey and Design Planning  
 ACCUVANT ACCOUNT MGR: Scott Bigham  
 ACCUVANT CONSULTANT(S): \_\_\_\_\_

### Acceptance Criteria and Deliverables

All applicable deliverables will be presented to Rancho Santiago Community College District within two weeks of the date on this acceptance form. The following tasks have been completed:

Criteria	CLIENT Initials
• Site Survey Completed	<input type="text"/>
• Planning Phase and Design Deliverables Completed	<input type="text"/>

# Appendix F - Project Change Order

**WORK SHALL NOT COMMENCE, NOR SHALL WORK BE AUTHORIZED UNTIL SUCH TIME AS THE NOTICE TO PROCEED IS APPROVED BY Accuvant, Inc. AND Rancho Santiago Community College District.**

PO/Order #: \_\_\_\_\_  
 Project #: \_\_\_\_\_  
 Date Originated: \_\_\_\_\_  
 Originator Name: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Initiated By: \_\_\_\_\_  
 Est. Start Date: \_\_\_\_\_  
 Est. Complete: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

## Change Detail

Area of Change:      Scope [ ]      Budget [ ]      Schedule [ ]      Quality [ ]

Describe the Change:

Reason for Change:

Impact of Not Implementing Proposed Change:

Schedule Impact:

Total Change in Service Order Amount: \$ \_\_\_\_\_

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

To:	Board of Trustees	Date: November 14, 2011
Re:	Approval of CMAS Contract #3-07-70-2428D to Accuvant, Inc.	
Action:	Request for Approval	

**BACKGROUND**

Currently, Rancho Santiago Community College District has a wireless network system with low coverage around the campuses that is not meeting the requirements of an educational facility's increasing dependence on a robust, modern, controller-based platform. The District's current wireless product is not able to keep up with the newer wireless protocols, plus the breadth and depth of the coverage is lacking not covering common areas and academic locations. ITS intends to replace the wireless network at Santa Ana College with the other district locations to follow.

Aruba Network equipment, provided by Accuvant, Inc., was selected to provide the new wireless network system at Santa Ana College and the other district locations to follow. The equipment can be purchased under a California Multiple Award Schedule (CMAS) contract. To utilize this contract, Board approval is required.

**ANALYSIS**

The ITS Department engaged the services of PlanNet Consulting, Inc., to develop a scope of work document based on feedback from the Santa Ana College community, stating the District's requirements to select which wireless network product would best meet the needs of the entire District. It was determined that coverage will include all academic buildings, faculty offices, some administration offices and common areas. Also, to support the video surveillance project, there will be wireless coverage in the parking lots.

PlanNet and The District researched vendor capabilities, hosted vendor presentations, and conducted several site visits. Using a scoring matrix designed by PlanNet, ITS recommends the purchase of Aruba Networks products from Accuvant for the District's wireless network system. While other vendors have comparable features and system architect, Aruba, demonstrated the best ability to manage the increasing demands of an educational campus environment. This recommendation was shared with the District's Technology Advisory Group and all members agreed with the recommendations.

Procurement of the wireless network system is available through one of the District's long-standing procurement mechanisms, the California Multiple Award Schedule (CMAS). This contract will allow the District to purchase Aruba equipment including technical and trouble shooting support, software/hardware support and management solution support in accordance with the terms and conditions negotiated by the State of California. Also, this contract will be used on an as needed basis for future purchases as well. For this particular procurement, CMAS offers a wide-range of discounts from 10% to 73% from the manufacturer list price plus Accuvant is offering an additional educational discount beyond the CMAS pricing.

Attached are excerpts related to CMAS contract #3-07-70-2428D and quote #QT-96284. This contract meets all the state legal requirements for California community colleges to utilize and is good through January 31, 2013. The complete contract is available in the Purchasing Department for review.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the use of the California Multiple Awards Schedule Contract #3-07-70-2428D and all future contract extensions, supplements and modifications offered by Accuvant, Inc., as presented.

<b>Fiscal Impact:</b>	<b>\$ 576,440.14</b>	<b>Board Date: November 14, 2011</b>
<b>Prepared by:</b>	<b>Tracey Conner-Crabbe, Director of Purchasing Services Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services</b>	
<b>Submitted by:</b>	<b>Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services</b>	
<b>Recommended by:</b>	<b>Raúl Rodríguez, Ph.D., Chancellor</b>	



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**MULTIPLE AWARD SCHEDULE  
SUPPLEMENT NO. 2  
Accuvant, Inc.**

3-07-70-2428D - Brand-Aruba Networks  
Data Commun-Network Mgmt  
IT Security-Hardware  
Software-Network

*(Above descriptions for marketing purposes only. Review contract for products/services available.)*

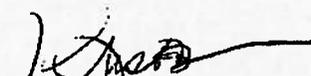
<b>CONTRACT NUMBER:</b>	3-07-70-2428D
<b>CMAS TERM DATES:</b>	1/30/2008 through 1/31/2013
<b>DISTRIBUTION:</b>	STATEWIDE

**NOTICE:** Products and/or services on this CMAS contract may be available on a mandatory Strategically Sourced (CSSI) Contract. If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the CSSI Contract User Instructions. Information regarding CSSI contracts can be obtained at the website: [www.pd.dgs.ca.gov/stratsourcing](http://www.pd.dgs.ca.gov/stratsourcing). This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 1-31-13. In addition, this supplement replaces in its entirety Accuvant, Inc.'s existing California Multiple Award Schedule (CMAS) that expired on 12-31-07. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated July 2006, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

  
KRISTI F. JOHNSON, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **1/30/2008**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ACCUVANT, INC.  
CMAS NO. 3-07-70-2428D, SUPPLEMENT NO. 2**

**AVAILABLE PRODUCTS AND/OR SERVICES**

This contract provides for the purchase and warranty of hardware.

Only products from the manufacturer listed below are available within the scope of this contract:

**Aruba Networks**

**EXCLUDED PRODUCTS AND/OR SERVICES**

PERSONAL SERVICES and public works services with a requirement for state contractor licensing are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-35F-4803G (LTI DATACOMM, INC.) with a GSA term of 10/30/2007 through 10/30/2012 including modifications PA-0081. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "LTI DataComm, Inc." with "Accuvant, Inc." where "LTI DataComm, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO:**

Agency purchase orders must be mailed to the following address, or faxed to 303/298-0868:

**Accuvant, Inc.  
621 17<sup>TH</sup> Street, Suite 2425  
Denver, CO 80293  
Attn: Steve Geiger**

Agencies with questions regarding products and/or services may contact the contractor as follows:

**Contact Person: Scott Bigham  
Phone: 951/817-1420  
Fax: 310/356-3250  
E-mail: sbigham@accuvant.com**

**CALIFORNIA SELLER'S PERMIT**

Accuvant, Inc. California Seller's Permit No. is 100325182. Agencies can verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

When issuing an order to an authorized reseller on a CMAS contract, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

15 - 60 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**MAXIMUM ORDER LIMITS (Local Governments are Exempt)**

The order limits for orders placed against CMAS contracts are as follows:

Information Technology Goods & Services: **\$500,000**  
Non-Information Technology Services: **\$250,000**  
(DGS-PD prior approval required if over \$50,000. See further below.)  
Non-Information Technology Goods: **\$100,000**

These transactions are subject to the following requirements:

- State agencies must solicit a minimum of 3 contractors including 1 small business and/or DVBE (if available) and document responses. This is not a bid transaction so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.
- If less than 3 offers received, state agencies must document their files with the reasons why the other suppliers solicited did not respond with an offer.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ACCUVANT, INC.  
CMAS NO. 3-07-70-2428D, SUPPLEMENT NO. 2**

- If only one source is known (competing offers cannot be obtained), the non-competitive bid (NCB) contract process must be followed. See the latest Management Memo (currently MM 03-10 including supplements), or whichever Management Memo is in effect at the time a purchase order is issued, for NCB guidelines. Exceptions to NCB process are also addressed in MM 03-10.
- Evaluation and award may be based on best value, as applicable, and not restricted to lowest cost.
- For CMAS transactions under \$5,000 only one offer is required if the state agency can establish and document that the price is fair and reasonable.
- Orders for Information Technology Goods and Services exceeding \$250,000 require additional documentation. See the latest Management Memo (currently MM 03-10) for specific information on these additional requirements.
- Exemptions to the CMAS order limits are not allowed.
- Local governments set their own order limits, and are not bound by the above order limits and requirements.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

**ORDERING PROCEDURES**

**1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms).

The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:  
<http://www.osp.dgs.ca.gov/pdf/std065.pdf>

**2. Purchase Orders**

The agency is required to forward a copy of each purchase order to the Department of General Services (DGS), Procurement Division, Data Management, 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95805-2811 (IMS# Z-1).

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals. See the CMAS Services Guide at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) (click on CMAS) for guidelines pertaining to all orders for services.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

Also, purchase order amendments cannot be issued to add products or services if the CMAS contract end term has expired.

**4. Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the Purchasing Authority Manual, Chapter 6.B4.1.

**5. Amendments to Department's Purchase Orders**

Management Memo 03-10 provides the following direction regarding amendments to department purchase orders:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ACCUVANT, INC.  
CMAS NO. 3-07-70-2428D, SUPPLEMENT NO. 2**

**Orders for IT Goods & Services or Non-IT Goods:**

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment.

**Orders for Non-IT Services:**

Original orders, which do not include options for changes (e.g., quantity or time), may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$250,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed.

Also see the Purchasing Authority Manual, Chapter 8, Topic 7, for more information on amending purchase orders.

**CONTRACT PRICES**

Contract prices for products and/or services are maximums. The ordering agency is encouraged to negotiate lower prices.

**CONTRACTOR OWNERSHIP INFORMATION**

Accuvant, Inc. is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, state agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:

[www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov)  
(click on CMAS      click on State Agencies)

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:  
<http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ACCUVANT, INC.  
CMAS NO. 3-07-70-2428D, SUPPLEMENT NO. 2**

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**ELECTRONIC WASTE RECYCLING**

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

<http://www.ciwmb.ca.gov/Electronics/Act2003/>

<http://www.boe.ca.gov/sptaxprog/ewaste.htm>

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the State Contracting Manual (SCM) Sections 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at 916/378-1748 if you have questions about these types of transactions.

Agency CMAS orders may allow for a public works component only when the service is incidental to the overall project requirements. Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

*Note:* In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774.

**Bonds:** For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements. Also, see the CMAS Services Guide, Section 2, Bond Requirements provision.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SAM Section 5203.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor). To substantiate compliance with the Productive Use Requirements, the contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

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**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

**SERVICES EXCLUDED ON THE CMAS PROGRAM**

The following services are not available on the CMAS Program:

**1. Architectural, Construction, Engineering and Environmental Services**

Services are not allowed on CMAS that are required by law to be performed by a licensed architect, licensed registered engineer, licensed landscape architect, construction project manager, licensed land surveyor, or environmental services as defined in Government Code 4525. If you have questions about these types of transactions, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at 916/376-1752.

**2. Legal Services**

Contracting for legal services by state agencies is controlled by statutes (GC 11040) that require Attorney General approval prior to entering into contracts with outside counsel. Additionally, Article VII of the California Constitution requires that state legal work be performed by state employees, absent limited exceptions (Government Code 19130). There are also policy-based approval requirements for all Executive Branch agencies that control the use of private counsel.

**3. Other Excluded Services**

Also, services involving financial audits, facility planning, registered nursing, and security guards are not available on the CMAS Program.

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges, that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require Prison Industry Authority (PIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

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**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the Federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's Federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique state processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the Purchasing Authority Manual, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements of SAM Section 5203
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.

- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 state agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires state agencies to prepare post evaluations on form STD 4 for all completed consulting services contracts of more than \$5,000. Copies of negative evaluations must be sent to the DGS Office of Legal Services. The Bureau of State Audits requires state agencies annually to certify compliance with these requirements.

**ETHNICITY/RACE/GENDER REPORTING REQUIREMENT**

Effective July 1, 2002, in accordance with Public Contract Code 10116, state agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this contract are net 45 days.

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Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Std. 204)**

Each state accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

**3. DGS Administrative Fee**

The Department of General Services (DGS) will bill each state and local agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This fee is waived for purchase orders to California certified small businesses.

See the current fees in the DGS Price Book at:  
<http://www.pfs.dgs.ca.gov/Price+Book/P/Purchasing.htm>

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 - 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

Accuvant, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) then click on GS \$Mart™. Buyers without Internet access may contact the GS \$Mart™ Administrator, Pat Mullen by phone at 916/375-4617 or via e-mail at [pat.mullen@dgs.ca.gov](mailto:pat.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

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Generally, the State has two options:

1. For contracts that provide for only maintenance services (i.e. the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for both maintenance services and consumable supply items (i.e. toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, state agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the consumables being taxed for state accounting purposes.

**CONTRACTOR QUARTERLY REPORTS**

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, CMAS Unit, 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605-2811, Attention: Quarterly Report Processing. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

To facilitate collection of administrative fees, copies of local government agency purchase orders must accompany the CMAS quarterly report. This new requirement is effective beginning the second quarter of 2005, for reports due in the CMAS office within two weeks after the end of June 2005.

New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the CMAS Unit all quarterly reports due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at, or below, contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
ACCUVANT, INC.  
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This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues.

For guidelines, see the CMAS Services Guide, Attachment B.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and state laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment B for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

Phone # 916/375-4363

Calnet # 8/480-4363

Fax # 916/375-4663



Date	10/16/2011
Quote #	QT-96284

For ordering: please fax/email purchase order directly to Account Manager listed below.  
 For payment: please send payment to: Accuvant Inc PO Box 677530 Dallas, TX  
 75267-7530

<b>Bill To</b>	<b>Ship To</b>	<b>Expires</b>	11/30/2011
Sylvia LeTourneau Rancho Santiago Community College Di... 2323 N. Broadway Santa Ana CA 92706 United States	Sylvia LeTourneau Rancho Santiago Community College Di... 2323 N. Broadway Santa Ana CA 92706 United States	<b>Terms</b>	Net 30
		<b>Account Manager</b>	Scott Blgham
		<b>Acct Mgr Phone</b>	(951) 817-1240
		<b>Acct Mgr Fax</b>	(310) 356-3250
		<b>Acct Mgr Email</b>	sblgham@accuvant.com

Item	Qty.	Description	Client Price	Ext. Price	Tax
		<b>MESH LINKS - Access points, antennas, &amp; support components</b>			
AP-80M-1	38	Aruba 80 Outdoor Access Point	1,388.61	52,767.18	Yes
ANT-2X2-D805	1	Dual Band, 120 Degree Sector, 5 dBi, ±45 Polarization, 2 Element MIMO, 2x 3ft pigtails, N-type connectors.	252.49	252.49	Yes
ant-2x2-5010	4	Pair (H/V Polarization) 5GHz, Omni-directional, 10dBi, Direct-mount, N-type connector. Pole mount, I-beam, and ceiling tile mount hardware included. Requires N-male to N-female extension cable if not used in direct mount. Omni-DM 360 10dBi / 10dBi4.9 / 5-all	273.25	1,093.00	Yes
ANT-2x2-5614	33	5GHz Outdoor 60 Degree 14dBi Directional Antenna 5.1~5.8GHz, 14dBi, 60°, ±45° polarized outdoor antenna with DC-grounded lightning protection, N-F connector, for all outdoor 802.11n platforms	263.25	8,687.25	Yes
AP-LAR-1	76	Aruba Outdoor Antenna Lightning Arrestor - N-Type Connector(Support Not Included)	66.72	5,070.72	Yes
AP-CBL-1	12	Aruba Outdoor Antenna Cable Extension - 10' Long low-loss LMR 400 antenna extension cable for use with Outdoor Access Points, interfaces AP N-Type Female Interface to N-Type Male on antenna.	24.58	294.96	Yes
AFC7DL01-00	40	7D antenna cable with 2 N type Male connectors, 1 meter	20.75	830.00	Yes
AFC7DL02-00	24	7D antenna cable with 2 N type Male connectors, 2 meters	24.90	597.60	Yes
AP-ANT-MNT-1	1	AZ/EL MOUNT KIT AP-ANT-17, AP-ANT-92	256.32	256.32	Yes
PD-9001G-AC	38	1 Port 802.3at PoE Midspan 10/100/1000 30W	100.31	3,811.78	Yes
		<b>OUTDOOR CLIENT ACCESS - Access points, antennas, &amp; support components</b>			
AP-80M-1	27	Aruba 80 Outdoor Access Point	1,388.61	37,492.47	Yes
ANT-2X2-D607	4	Dual Band, 60 Degree Sector, 7 dBi, ±45 Polarization, 2 Element MIMO, 2x 3ft pigtails, N-type connectors	252.49	1,009.96	Yes
ANT-2X2-D805	68	Dual Band, 120 Degree Sector, 5 dBi, ±45 Polarization, 2 Element MIMO, 2x 3ft pigtails, N-type connectors.	252.49	17,169.32	Yes
ANT-2x2-2005	10	PAIR 2.4G, 5.0DB, OMNI, N-TYPE, DM	204.07	2,040.70	Yes
ANT-2x2-5005	5	PAIR 5G, 5.0DB, OMNI, N-TYPE, DM	204.07	1,020.35	Yes



Date	10/16/2011
Quote #	QT-96284

Item	Qty.	Description	Client Price	Ext. Price	Tax
AP-LAR-1	174	Aruba Outdoor Antenna Lightning Arrestor - N-Type Connector(Support Not Included)	66.72	11,609.28	Yes
AP-CBL-1	128	Aruba Outdoor Antenna Cable Extension - 10' Long low-loss LMR 400 antenna extension cable for use with Outdoor Access Points, interfaces AP N-Type Female interface to N-Type Male on antenna.	24.58	3,146.24	Yes
AP-ANT-MNT-1	72	AZ/EL MOUNT KIT AP-ANT-17, AP-ANT-92	66.52	4,789.44	Yes
PD-9001G-AC	26	1 Port 802.3at PoE Midspan 10/100/1000 30W	100.31	2,608.06	Yes
		Indoor Access points & mounts			
AP-105-1	242	Aruba 105 Wireless Access Point, TAA Compliant + one spare	540.96	130,912.32	Yes
AP-105-1	82	Aruba 105 Wireless Access Point, TAA Compliant (for air monitors)	540.96	44,358.72	Yes
AP-105-MNT	150	Aruba 105 Series Wireless Access Point Wall / Ceiling Mounting Kit	32.29	4,843.50	Yes
		Controllers, Licenses, & AirWave Mgmt Platform			
3400-USF1	9	Aruba 3400 Controller - 4x 10/100/1000BASE-T (RJ-45) or 1000BASE-X (SFP) dual personality ports, 0 AP Support, Restricted Regulatory Domain - US, FIPS & TAA Compliant *** Attn Sales *** Please include on quotes and orders the corresponding PEF firewall license to the customer IT IS REQUIRED	6,478.05	58,302.45	Yes
LIC-64-AP	9	Access Point License (64 Access Point License)	3,033.62	27,302.58	
LIC-RFP-64	9	RFP License (WIP+Spectrum) (64 APs)	2,096.07	18,864.63	
LIC-PEFNG-64	9	Policy Enforcement Firewall (64 AP License)	2,668.47	24,016.23	
3600-USF1	2	Aruba 3600 Controller - 4x 10/100/1000BASE-T (RJ-45) or 1000BASE-X (SFP) dual personality ports , 0 AP Support, Restricted Regulatory Domain - US, FIPS & TAA Compliant *** Attn Sales *** Please include on quotes and orders the corresponding PEF firewall license to the customer IT IS REQUIRED	10,529.90	21,059.80	Yes
LIC-1-AP	2	Access Point License (1 Access Point License)	51.88	103.76	
LIC-SEC-1	2	Aruba Security Bundle (1 AP)	110.59	221.18	
AWMS-500	1	Airwave Wireless Management Suite Software for a single server managin up to 500 devices (controllers, wireless access points, switches, etc.). Includes Airwave	21,307.74	21,307.74	
		Aruba 1 year Next-Day Support & Maintenance			
SN1-3400-USF1	9	NEXT-DAY SUPPORT FOR 3400-USF1 (1 YEAR)	1,264.20	11,377.80	



# Quote

Date	10/16/2011
Quote #	QT-96284

Item	Qty.	Description	Client Price	Ext. Price	Tax
SN1-LIC-64-AP	9	SUPPORT FOR LIC-64-AP (1 YEAR)	489.83	4,408.47	
SN1-LIC-RFP-64	9	ARUBACARE SUPPORT FOR LIC-RFP-64 (1 YEAR)	334.82	3,013.38	
SN1-LIC-PEFNG-64	9	SUPPORT FOR LIC-PEFNG-64 (1 YEAR)	413.82	3,724.38	
SN1-3600-USF1	2	NEXT-DAY SUPPORT FOR 3600-USF1 (1 YEAR)	1,700.22	3,400.44	
SN1-LIC-1-AP	2	ARUBACARE SUPPORT FOR LIC-1-AP (1 YEAR)	8.08	16.16	
SN1-LIC-SEC-1	2	ARUBACARE NEXT DAY SUPPORT FOR LIC-SEC-1 (1 YEAR)	16.18	32.36	
SA1-AWMS-500	1	Support For AWMS-500 (1 Year)	4,108.08	4,108.08	
		AmigoPod Guest Mgmt			
AMG-SW-100	1	SW virtual appliance (Starter bundle) for 100 concurrent guest users. Hardware not included. Includes the following SW features/integration plugins - SMS, Cisco VoIP, Palo Alto, Infoblox and MDAC (Up to 500 provisioned devices)	7,313.66	7,313.66	
SA1-AMG-SW-100	1	SUPPORT FOR AMG-SW-100 (1 YEAR)	1,118.53	1,118.53	
		Based on CMSA Contract # 3-07-70-2428D, expires 01/13/2013			

**Subtotal** 544,353.29  
**Tax Total (CA\_ORANGE CO\_AHXL 3 7.75%)** 32,086.85  
**Total** \$576,440.14

- This quote is confidential and for the sole use of the intended recipient(s). Any unauthorized use, disclosure, or distribution is prohibited.  
 - Accuvant invoices for product sales upon receipt of an approved purchase order or signed agreement. All invoices are due net 30 days from date of invoice. Any invoice over 30 days will be subject to a 1.5% late charge per month.  
 - Unless specifically referenced by line items above, this quote does not include tax, shipping charges, or travel & expenses associated with consulting services. All shipping will be FOB destination.  
 - All sales are final. Manufacturer's warranty applies. Accuvant shall have no liability or responsibility for any loss or damage connected with the sale or use of the product.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020699	80.81	SOCCER CENTRAL	Instructional Supplies			10/10/2011
12-P0020700	1,374.36	SOCCER CENTRAL	Instructional Supplies	SP		10/10/2011
12-P0020701	176.33	SODEXHO	Food and Food Service Supplies	SP		10/10/2011
12-P0020702	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/10/2011
12-P0020703	90.51	MICROTECH SCIENTIFIC	Instructional Supplies	SP		10/10/2011
12-P0020704	1,380.37	MICROTECH SCIENTIFIC	Instructional Supplies	SP		10/10/2011
12-P0020705	13,813.00	STUDICA INC	Software License and Fees	SP		10/10/2011
* 12-P0020706	12,962.33	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		10/10/2011
* 12-P0020707	1,080.00	DEMPSEY BLUEVAR INC	Software Support Service	SP		10/10/2011
12-P0020708	3,600.00	CALIF GEOLOGICAL SURVEY	Buildings - Licenses, Taxes	SP		10/10/2011
12-P0020709	2,068.45	CITY OF SANTA ANA	Sites - Contracted Services	SP		10/10/2011
12-P0020710	375.00	CASFAA	Conference Expenses	SP		10/11/2011
12-P0020711	615.00	JACQUELINE F. MYERS	Conference Expenses	SP		10/11/2011
12-P0020712	375.00	CASFAA	Conference Expenses	SP		10/11/2011
12-P0020713	615.00	LINDA A. GUNDERSON	Conference Expenses	SP		10/11/2011
12-P0020714	450.00	FRESNO CITY COLLEGE	Conference Expenses	SP		10/11/2011
12-P0020715	500.00	SMART & FINAL	Food and Food Service Supplies	SP		10/11/2011
12-P0020716	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			10/11/2011
12-P0020717	4,817.19	PITSCO, INC	Instructional Supplies	SP		10/11/2011
12-P0020718	985.09	HENDERSON JOHN D	Repair & Replacement Parts			10/11/2011
12-P0020719	15,990.00	AACC AMERICAN ASSOC OF COMMUNITY COLLEGES	Inst Dues & Memberships			10/11/2011
12-P0020720	1,000.00	RP GROUP	Contracted Services	SP		10/11/2011
12-P0020721	39.83	TROPICAL PLAZA NURSERY	Landscaping			10/11/2011
12-P0020722	180.96	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			10/11/2011
12-P0020723	29.63	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			10/11/2011
12-P0020725	13,000.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	10/11/2011
12-P0020726	1,961.52	XPEDX PAPER CO	Non-Instructional Supplies			10/11/2011
12-P0020727	12,640.00	KOURY ENGINEERING & TESTING INC	Buildings - Engineering Costs	SP	BOND	10/11/2011
12-P0020728	2,700.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	10/11/2011
12-P0020729	89,000.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP	BOND	10/11/2011
12-P0020730	13,500.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	10/11/2011
12-P0020731	374,000.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP	BOND	10/11/2011
12-P0020732	7,700.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP	BOND	10/11/2011
12-P0020733	800.00	DATATEL INC	Contracted Services			10/11/2011
12-P0020734	487.50	SANDY BOYD INC	Contracted Repair Services			10/11/2011

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020735	575.00	NATEF NATIONAL AUTOMOTIVE TECHNICIAN	Other Licenses & Fees	SP		10/11/2011
12-P0020736	158.70	XEROX CORP	Non-Instructional Supplies			10/11/2011
12-P0020737	53.86	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/12/2011
12-P0020738	37.71	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		10/12/2011
12-P0020739	300.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		10/12/2011
12-P0020740	2,250.00	DON BOOKSTORE	Other Exp Paid for Students	SP		10/12/2011
12-P0020741	2,844.60	UNISOURCE PAPER CO	Non-Instructional Supplies			10/12/2011
12-P0020742	57.80	RAINBOW RESOURCE DIRECTORY	Books, Mags & Ref Mat, Non-Lib			10/12/2011
12-P0020743	52,420.71	CAMERON WELDING	Equipment - All Other > \$1,000	SP		10/12/2011
12-P0020744	14,433.78	APCO GRAPHICS INC	Equipment - Federal Progs >200	SP		10/12/2011
12-P0020745	750.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	10/13/2011
12-P0020746	2,400.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	10/13/2011
12-P0020747	977.75	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			10/13/2011
12-P0020748	749.47	SIMS ORANGE WELDING SUPPLY	Equip/Software - >\$200 <\$1,000	SP		10/13/2011
12-P0020749	110.44	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		10/13/2011
12-P0020750	507.17	MIDWEST LIBRARY SVC	Library Books			10/13/2011
12-P0020751	50.00	ALBERTSON'S	Food and Food Service Supplies	SP		10/13/2011
12-P0020752	44.47	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		10/13/2011
12-P0020753	600.00	DEBRA D. FAST	Conference Expenses	SP		10/13/2011
12-P0020754	295.00	CCCSFAAA	Conference Expenses	SP		10/13/2011
12-P0020755	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/13/2011
12-P0020756	368.00	ORANGE COUNTY REGISTER	Legal Expenses			10/13/2011
12-P0020757	754.25	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		10/13/2011
12-P0020758	1,265.16	WELLS FARGO BANK	Conference Expenses			10/13/2011
12-P0020759	67.50	WELLS FARGO BANK	Non-Instructional Supplies			10/13/2011
12-P0020760	1,525.00	ABC SCHOOL EQUIPMENT INC	Equipment - Federal Progs >200	SP		10/13/2011
12-P0020762	48,112.00	BERNARDS BROS INC	Building Improvements	SP		10/13/2011
12-P0020763	4,219.96	NAT'L CONSTRUCTION RENTAL	Buildings - Contracted Svcs	SP	BOND	10/13/2011
12-P0020764	1,950.00	KOURY ENGINEERING & TESTING INC	Buildings - Engineering Costs	SP	BOND	10/13/2011
12-P0020765	493,000.00	HMC ARCHITECTS	Buildings - Architects Fee	SP	BOND	10/13/2011
12-P0020766	1,000.00	SAPA EXTRUSIONS INC	Buildings - Engineering Costs	SP	BOND	10/13/2011
12-P0020767	748.87	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		10/13/2011
12-P0020768	500.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		10/13/2011
12-P0020769	105.57	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/14/2011
12-P0020770	440.00	KUALI FOUNDATION	Conference Expenses			10/14/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020771	4,500.00	OLMOS DEVELOPMENT INC	Contracted Services	SP		10/14/2011
12-P0020772	598.60	FRANKLIN AIR CONDITIONING	Contracted Repair Services			10/14/2011
12-P0020773	689.61	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			10/14/2011
12-P0020774	420.00	WESTERN POWER SYSTEMS	Contracted Services			10/14/2011
12-P0020775	532.43	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			10/14/2011
12-P0020777	13,636.00	BEN'S ASPHALT INC	Contracted Services	SP		10/17/2011
12-P0020779	84.45	WARD'S NATURAL SCIENCE	Instructional Supplies			10/17/2011
12-P0020780	358.40	AMERICAN EXPRESS	Conference Expenses	SP		10/18/2011
12-P0020781	503.99	SCAQMD	Public Agencies' Assess & Fees	SP		10/18/2011
12-P0020782	2,596.00	PATON GROUP	Software License and Fees			10/18/2011
12-P0020783	199.00	NETOP	Software License and Fees			10/18/2011
12-P0020785	90.00	HONORS TRANSFER COUNCIL OF CALIF	Inst Dues & Memberships			10/18/2011
12-P0020786	64.65	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/18/2011
12-P0020787	500.00	GARDEN GROVE CHAMBER	Inst Dues & Memberships			10/18/2011
12-P0020788	108.32	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/18/2011
12-P0020789	34.00	ACT	Non-Instructional Supplies	SP		10/18/2011
12-P0020790	55,256.00	DEPT OF REHABILITATION	Special Project Match Contrib	SP		10/18/2011
12-P0020791	266.29	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/18/2011
12-P0020792	398.98	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/18/2011
12-P0020793	70.00	THE SALVATION ARMY SO CALIF	Rental - Facility (Short-term)	SP		10/18/2011
12-P0020794	935.55	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		10/18/2011
12-P0020795	1,097.60	AMERICAN EXPRESS	Transportation - Student	SP		10/18/2011
* 12-P0020796	7,017.76	ADVANCED WEB OFFSET INC	Class Schedules/Printing	SP		10/18/2011
12-P0020797	519.71	WEATHERITE CORP	Contracted Repair Services			10/18/2011
12-P0020798	1,837.50	CORVEL ENTERPRISE COMP INC	Contracted Services			10/19/2011
12-P0020799	198.00	RAMCO REFRIGERATION & AIR	Contracted Repair Services	SP		10/19/2011
12-P0020801	215.50	PAPER DEPOT DOCUMENT	Contracted Services	SP		10/19/2011
12-P0020802	47.42	APOTHECARY PRODUCTS INC	Instructional Supplies	SP		10/19/2011
12-P0020803	101.93	BULB DIRECT	Instructional Supplies			10/19/2011
12-P0020804	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/19/2011
12-P0020805	1,500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		10/19/2011
12-P0020807	1,000.00	HOME DEPOT	Instructional Supplies	SP		10/19/2011
12-P0020808	244.00	NABERS CLEANERS	Laundry & Dry Cleaning Service			10/19/2011
12-P0020809	160.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		10/19/2011
12-P0020810	800.00	A 1 FOAM & FABRIC	Instructional Supplies	SP		10/19/2011

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5.22 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020811	200.00	HOME DEPOT	Instructional Supplies			10/19/2011
12-P0020812	2,000.00	TROXELL COMM INC	Instructional Supplies	SP		10/19/2011
12-P0020813	245.00	SHAREPOINT EXPERTS, INC.	District In-Service Activities			10/19/2011
12-P0020814	323.29	SOS SURVIVAL PRODUCTS	Non-Instructional Supplies	SP		10/19/2011
12-P0020815	132.00	ELIZABETH A. THOMAS	Conference Expenses	SP		10/19/2011
12-P0020816	1,633.00	CONTROL AIR CONDITIONING CORP	Building Improvements	SP		10/19/2011
12-P0020817	4,663.46	MICROTECH SCIENTIFIC	Instructional Supplies			10/19/2011
12-P0020818	266.40	AMERICAN EXPRESS	Conference Expenses			10/19/2011
12-P0020819	1,802.05	MICROTECH SCIENTIFIC	Instructional Supplies	SP		10/19/2011
* 12-P0020820	3,163.09	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib	SP		10/19/2011
12-P0020821	300.00	EASY ENGLISH TIMES	Books, Mags & Ref Mat, Non-Lib	SP		10/19/2011
12-P0020822	414.65	PYRO-COMM SYSTEMS INC	Contracted Repair Services			10/19/2011
12-P0020823	995.00	SHAREPOINT EXPERTS, INC.	District In-Service Activities			10/20/2011
12-P0020824	60.00	ROBERT W. OLMOS	Conference Expenses	SP		10/20/2011
12-P0020825	574.96	DOUBLETREE SAN JOSE	Conference Expenses	SP		10/20/2011
12-P0020826	685.00	BOARD OF GOVERNORS	Conference Expenses	SP		10/20/2011
12-P0020827	85.00	ASSOCIATED GENERAL CONTRACTORS OF AMERICA	Legal Expenses			10/20/2011
12-P0020828	54.00	REED ELSEVIER/LEXIS NEXIS/REED ELSEVIER	Legal Expenses			10/20/2011
12-P0020829	300.00	NELSON MELINDA E	Contracted Repair Services			10/20/2011
12-P0020830	192.87	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/20/2011
12-P0020831	429.92	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		10/20/2011
12-P0020832	169.00	MIDWEST LIBRARY SVC	Library Books	SP		10/20/2011
12-P0020833	968.67	WORLD BOOK INC	Library Books	SP		10/20/2011
12-P0020834	500.00	CARQUEST AUTO PARTS	Instructional Supplies	SP		10/20/2011
* 12-P0020835	566.66	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/20/2011
12-P0020836	405.62	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			10/20/2011
12-P0020837	4,000.00	AMAZON COM	Library Books	SP		10/20/2011
12-P0020838	69,141.00	ORANGE COUNTY SANITATION DISTRICT	Public Agencies' Assess & Fees			10/20/2011
12-P0020839	34,837.54	JM FARNAN CO INC	Buildings - Contracted Svcs	SP	BOND	10/20/2011
12-P0020840	494.10	AMERICAN EXPRESS	Conference Expenses	SP		10/20/2011
12-P0020841	998.00	APEX AUDIO INC	Repair & Replacement Parts			10/20/2011
12-P0020842	379.81	PINNACLE RADIO INC	Non-Instructional Supplies			10/20/2011
12-P0020843	29.95	PLIMUS INC	Software License and Fees	SP		10/20/2011
12-P0020844	287.72	FISHER SCIENTIFIC	Instructional Supplies	SP		10/20/2011
12-P0020845	117.21	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		10/20/2011

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5.22 (4)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020846	3,422.00	BRIDGES TRANSITIONS CO	Software License and Fees	SP		10/20/2011
12-P0020847	95.90	NCS PEARSON INC	Software License and Fees	SP		10/20/2011
* 12-P0020848	82.53	TAB PRODUCTS CO	Contracted Services	SP		10/20/2011
12-P0020849	1,812.78	MICROTECH SCIENTIFIC	Instructional Supplies			10/20/2011
12-P0020850	1,232.55	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/21/2011
12-P0020851	819.63	OFFICE DEPOT BUSINESS SVCS	Equipment - Federal Progs >200	SP		10/21/2011
12-P0020852	931.17	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		10/21/2011
12-P0020853	1,848.83	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/21/2011
12-P0020854	1,024.71	TOMARK SPORTS INC	Instructional Supplies	SP		10/21/2011
12-P0020855	2,218.80	FRANKLIN AIR CONDITIONING	Contracted Repair Services			10/21/2011
12-P0020856	395.00	WEATHERITE CORP	Contracted Repair Services			10/21/2011
12-P0020857	151.03	FITNESS REPAIR SHOP	Contracted Repair Services			10/21/2011
12-P0020858	350.00	ACADEMIC SENATE FOR	Conference Expenses	SP		10/21/2011
12-P0020859	4,365.00	SANTA ANA CHAMBER OF COMMERCE	Inst Dues & Memberships			10/21/2011
12-P0020860	436.39	AMERICAN METAL ENGINEERING LLC	Repair & Replacement Parts			10/21/2011
12-P0020861	3,410.00	RIZUTO JOHN	Contracted Repair Services	SP		10/21/2011
12-P0020862	2,562.00	TRANE CO	Contracted Repair Services			10/21/2011
12-P0020863	1,000.00	ALVARADOSMITH	Legal Expenses			10/21/2011
12-P0020864	653.40	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		10/24/2011
12-P0020865	85.00	ACERO	Contracted Services	SP		10/24/2011
12-P0020866	2,464.27	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		10/24/2011
12-P0020867	419.27	DELL COMPUTER	Equipment - Federal Progs >200	SP		10/24/2011
12-P0020868	231.18	TEQUIPMENT.NET/TOUCHBOARDS.COM/	Instructional Supplies	SP		10/24/2011
12-P0020869	718.00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		10/24/2011
12-P0020870	70.00	KUTTING EDGE DESIGN LLC	Instructional Supplies			10/24/2011
12-P0020871	130.00	KUTTING EDGE DESIGN LLC	Instructional Supplies	SP		10/24/2011
12-P0020872	91.89	ARBOR SCIENTIFIC	Instructional Supplies	SP		10/24/2011
12-P0020873	175.52	BIO EXPRESS CORP.	Instructional Supplies			10/24/2011
12-P0020876	6,580.15	XPEDX PAPER CO	Instructional Supplies			10/25/2011
12-P0020878	40,000.00	DRAA CHRISTINE	Contracted Services	SP		10/25/2011
12-P0020879	282.02	PESTAL PETER A.	Contracted Repair Services			10/25/2011
12-P0020880	14,540.00	JOHNSON CONTROLS	Building Improvements	SP		10/25/2011
12-P0020881	400.00	CSU FULLERTON	Fees Paid for Students	SP		10/25/2011
12-P0020882	9,000.00	CRUZ PATRICIA M	Contracted Services	SP		10/25/2011
12-P0020883	498.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			10/25/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020884	282.82	MARRIOTT WARDMAN PARK HOTEL	Conference Expenses			10/25/2011
12-P0020885	12,250.00	BROWN SUE	Contracted Services	SP		10/25/2011
12-P0020886	681.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			10/25/2011
12-P0020887	498.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			10/25/2011
12-P0020888	243.09	FISHER SCIENTIFIC	Instructional Supplies			10/25/2011
12-P0020889	498.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			10/25/2011
12-P0020890	681.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			10/25/2011
12-P0020891	5,374.81	PASCO SCIENTIFIC	Instructional Supplies	SP		10/25/2011
12-P0020892	137.00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		10/25/2011
12-P0020893	36,272.47	WACOM TECHNOLOGY CORP	Equipment - Federal Progs >200	SP		10/25/2011
12-P0020894	350.85	ALPHA DTV INC	Contracted Repair Services			10/25/2011
12-P0020895	1,154.44	SOUTH COAST WATER CO	Contracted Repair Services			10/25/2011
12-P0020896	88.25	XEROX CORP	Non-Instructional Supplies			10/25/2011
12-P0020897	382.72	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			10/26/2011
12-P0020898	13,559.27	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		10/26/2011
12-P0020899	1,000.00	EL PRADO GOLF COURSE	Rental - Facility (Short-term)			10/26/2011
12-P0020900	1,010.00	LOS SERRANOS GOLF AND COUNTRY	Rental - Facility (Short-term)			10/26/2011
12-P0020901	633.36	DESERT MOUNTAIN SPORTS	Instructional Supplies	SP		10/26/2011
12-P0020902	44.61	MASTER RECORDING SUPPLY	Non-Instructional Supplies	SP		10/26/2011
12-P0020903	159.40	RIZVI SYED AIJAZ MUSTAFA	Conference Expenses	SP		10/26/2011
12-P0020904	150.92	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/26/2011
12-P0020905	5,000.00	CHEVRON	Gasoline			10/26/2011
12-P0020906	183.74	CALIF TAPE PRODUCTS	Non-Instructional Supplies	SP		10/26/2011
12-P0020907	6,135.00	C BELOW INC	Buildings - Engineering Costs	SP		10/26/2011
12-P0020908	4,245.02	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		10/26/2011
12-P0020909	6,384.94	COUNTY OF ORANGE	Public Agencies' Assess & Fees			10/26/2011
* 12-P0020910	754.25	CAMPUZANO ERIC	Instructional Supplies	SP		10/26/2011
12-P0020911	3,500.00	GOLD COAST TOURS	Transportation - Student	SP		10/26/2011
12-P0020912	2,500.00	TRISTAR	Software License and Fees	SP		10/26/2011
12-P0020913	123.89	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		10/26/2011
12-P0020914	34,734.29	DRC ACQUISITION INC	Equipment - All Other > \$1,000	SP		10/26/2011
12-P0020915	2,626.55	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		10/26/2011
12-P0020916	1,697.76	AMERICAN RED CROSS	Non-Instructional Supplies	SP		10/26/2011
12-P0020917	13,129.03	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		10/26/2011
12-P0020918	950.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/26/2011

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

5.22 (6)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020919	225.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			10/26/2011
12-P0020920	300.00	CCCCSSAA CALIF COMMUNITY COLL	Inst Dues & Memberships	SP		10/26/2011
12-P0020921	14,900.00	SC FUELS	Gasoline			10/26/2011
12-P0020922	300.00	DON BOOKSTORE	Non-Instructional Supplies	SP		10/26/2011
12-P0020923	7,754.78	CVR COMPUTER SUPPLIES, INC	Instructional Supplies	SP		10/26/2011
12-P0020924	226.92	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		10/26/2011
12-P0020925	808.13	RYDIN DECAL	Non-Instructional Supplies	SP		10/26/2011
12-P0020926	550.00	RIZVI SYED AIJAZ MUSTAFA	Conference Expenses	SP		10/26/2011
12-P0020927	295.00	CCCSFAAA	Conference Expenses	SP		10/26/2011
12-P0020928	282.82	MARRIOTT WARDMAN PARK HOTEL	Conference Expenses			10/26/2011
12-P0020929	9,854.00	ACADEMY ELECTRIC INC	Contracted Repair Services	SP		10/26/2011
12-P0020930	8,486.83	MAC HOLLYWOOD	Equipment - Federal Progs >200	SP		10/26/2011
12-P0020931	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/27/2011
12-P0020932	1,005.60	AMERICAN EXPRESS	Conference Expenses	SP		10/27/2011
12-P0020933	4,779.50	ATHENA ENGINEERING INC	Buildings - Contracted Svcs	SP	BOND	10/27/2011
12-P0020934	4,656.58	ATHENA ENGINEERING INC	Buildings - Contracted Svcs	SP	BOND	10/27/2011
12-P0020935	2,440.00	REVO ROOFING INC	Contracted Repair Services			10/27/2011
12-P0129284	9,900.00	TROPICAL PLAZA NURSERY	Landscaping			10/11/2011
* 12-P0129285	2,978.26	XEROX CORP	Excess/Copies Usage			10/11/2011
12-P0129286	123.91	XEROX CORP	Excess/Copies Usage			10/11/2011
12-P0129287	5,000.00	SADDLEBACK COLLEGE	Contracted Services	SP		10/13/2011
12-P0129288	15,000.00	CHABOT COLLEGE	Contracted Services	SP		10/13/2011
12-P0129289	15,000.00	EVERGREEN VALLEY COLLEGE	Contracted Services	SP		10/19/2011
12-P0129290	24,972.00	ORANGE UNIFIED SCHOOL DISTRICT	Lease Agreement - Facility	SP		10/24/2011
12-P0129291	12,319.00	IRVINE VALLEY COLLEGE	Contracted Services	SP		10/24/2011
12-P0129292	798.00	SCANTRON CORP	Maint Contract - Office Equip	SP		10/25/2011
<b>Grand Total:</b>		<b>\$1,851,127.14</b>				

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

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM OCTOBER 9, 2011 THROUGH OCTOBER 27, 2011  
BOARD MEETING OF NOVEMBER 14, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0020719	\$15,990.00	Institutional membership dues and President's Academy Fee for calendar year 2012	SAC-President's Office	
12-P0020729	\$89,000.00	Architectural services related to "streetscapes" and the redesign of main entrance at Santa Ana College	DO-Facility Planning	Board approved: August 22, 2011
12-P0020731	\$374,000.00	Architectural services related to various infrastructure projects at Santa Ana College	DO-Facility Planning	Board approved: August 22, 2011
12-P0020743	\$52,420.71	Robotic arm including software and related components	SAC-Career Academy Scholars Program	Received Quotations: 1) *Cameron Welding 2) The Lincoln Electric Company *Successful Bidder
12-P0020762	\$48,112.00	Extension of services for completion of filing and archiving construction documents located at the District Office - Plan Room	DO-Facility Planning	Board approved: October 10, 2011
12-P0020765	\$493,000.00	Architectural services related to DSA required safety and access improvements for Dunlap Hall at Santa Ana College	DO-Facility Planning	Board approved: September 12, 2011
12-P0020790	\$55,256.00	Job development training and placement program for the disabled - Workability III for Santa Ana College	DO-Educational Services	Board approved: May 26, 2009
12-P0020838	\$69,141.00	Sewer user fees for 2011-2012 fiscal year	DO-Facility Planning	

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM OCTOBER 9, 2011 THROUGH OCTOBER 27, 2011  
BOARD MEETING OF NOVEMBER 14, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0020839	\$34,837.54	Settlement agreement related to Santiago Canyon College - Science Building plumbing project	DO-Facility Planning	Board approved: September 12, 2011
12-P0020878	\$40,000.00	Consulting services to provide oversight and coordination for the Youth Entrepreneurship Program (YEP)	DO-Educational Services	Board approved: October 24, 2011
12-P0020893	\$36,272.47	Interactive display systems	SAC-Fine & Performing Arts	Received Quotations: 1) *Wacom Technology Corp 2) Sehi Computer Products, Inc. 3) Academic Superstore *Successful Bidder
12-P0020914	\$34,734.29	Floor crane and related components	SAC-Transportation	Received Quotations: 1) *The David Round Co. 2) Ruger Industries, Inc. 3) Grainger 4) Industrial Power Source *Successful Bidder
12-P0129288	\$15,000.00	Grant sub-agreement with Chabot College for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129289	\$15,000.00	Grant sub-agreement with Evergreen Valley College for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129290	\$24,972.00	Lease of classroom facilities at various OUSD sites	OEC	Board approved: August 22, 2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: November 14, 2011
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. <b>Basic Skills Initiative (SAC &amp; SCC)</b> 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. (11/12)  SAC \$510,464    SCC \$183,289	9/14/2011	\$693,753
2. <b>SBA/CSUF – SBDC (District) – <i>Augmentation</i></b> Augmentation to the annual allocation from the Small Business Administration, through California State University, Fullerton, to fund the continuous performance of the district's Small Business Development Center. (11/12)	10/21/2011	\$30,000

**RECOMMENDATION**

It is recommended that these items be approved 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: \$723,753	Board Date: November 14, 2011
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 #2074, 2075, 2076, 2077, 2078, 2079, 2080**  
**NAME: BASIC SKILLS INITIATIVE 11/12 - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2011/12**

CONTRACT PERIOD: 07/01/11 - 06/30/14  
 CONTRACT INCOME: \$204,186

PRJ. ADMIN. Linda Rose  
 PRJ. DIR.

Date: 11/04/2011

GL ACCOUNT					Description	New Budget	
Fd	Prj	Tops	Dept	Code		Debit	Credit
12	2074	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		8,000
12	2074	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	8,000	
					<b>2074 Total - BSI 12-Prog/Curr Plan &amp; Dev</b>	<b>8,000</b>	<b>8,000</b>
12	2075	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		3,586
12	2075	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	3,586	
					<b>2075 Total - BSI 12-Student Assessment</b>	<b>3,586</b>	<b>3,586</b>
12	2076	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		5,600
12	2076	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	5,600	
					<b>2076 Total - BSI 12-Advisement/Counseling</b>	<b>5,600</b>	<b>5,600</b>
12	2077	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		72,000
12	2077	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	72,000	
					<b>2077 Total - BSI 12-Suppl Instr &amp; Tutoring</b>	<b>72,000</b>	<b>72,000</b>
12	2078	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		0
12	2078	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	0	
					<b>2078 Total - BSI 12-Articulation</b>	<b>0</b>	<b>0</b>
12	2079	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		4,000
12	2079	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	4,000	
					<b>2079 Total - BSI 12-Instr Materials/Equip</b>	<b>4,000</b>	<b>4,000</b>
12	2080	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		111,000
12	2080	499900	15051	5999	Special Project Holding Acct : Academic Affairs Off	111,000	
					<b>2080 Total - BSI 12-Coord/Research/Staff Dvlp</b>	<b>111,000</b>	<b>111,000</b>
					<b>Grand Total - Basic Skills Initiative 11/12</b>	<b>204,186</b>	<b>204,186</b>

**SPECIAL PROJECT DETAILED BUDGET #2074, 2075, 2076, 2077, 2078, 2079, 2080**  
**NAME: BASIC SKILLS INITIATIVE 11/12 - CENTENNIAL EDUCATION CENTER**  
**FISCAL YEAR: 2011/12**

CONTRACT PERIOD: 07/01/11 - 06/30/14  
 CONTRACT INCOME: \$306,278

PRJ. ADMIN. James Kennedy  
 PRJ. DIR. Christine Kosko

Date: 11/04/2011

GL ACCOUNT					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2074	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		62215
12	2074	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	62215	
					<b>2074 Total - BSI 12-Prog/Curr Plan &amp; Dev</b>	<b>62215</b>	<b>62215</b>
12	2075	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		2,160
12	2075	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	2,160	
					<b>2075 Total - BSI 12-Student Assessment</b>	<b>2,160</b>	<b>2,160</b>
12	2076	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		76,414
12	2076	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	76,414	
					<b>2076 Total - BSI 12-Advisement/Counseling</b>	<b>76,414</b>	<b>76,414</b>
12	2077	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		47,056
12	2077	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	47,056	
					<b>2077 Total - BSI 12-Suppl Instr &amp; Tutoring</b>	<b>47,056</b>	<b>47,056</b>
12	2078	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		45,000
12	2078	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	45,000	
					<b>2078 Total - BSI 12-Articulation</b>	<b>45,000</b>	<b>45,000</b>
12	2079	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		23,778
12	2079	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	23,778	
					<b>2079 Total - BSI 12-Instr Materials/Equip</b>	<b>23,778</b>	<b>23,778</b>
12	2080	000000	10000	8629	Other Gen Categorical Apport : Santa Ana College		49,655
12	2080	499900	18200	5999	Special Project Holding Acct : SAC Continuing Ed-In	49,655	
					<b>2080 Total - BSI 12-Coord/Research/Staff Dvlp</b>	<b>49,655</b>	<b>49,655</b>
					<b>Grand Total - Basic Skills Initiative 11/12</b>	<b>306,278</b>	<b>306,278</b>

**SPECIAL PROJECT DETAILED BUDGET #2074, 2075, 2076, 2077, 2078, 2079, 2080**  
**NAME: BASIC SKILLS INITIATIVE 11/12 - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2011/12**

CONTRACT PERIOD: 07/01/11 - 06/30/14  
 CONTRACT INCOME: \$183,289

PRJ. ADMIN. Aracely Mora  
 PRJ. DIR. Mary McMullin

Date: 11/04/2011

GL ACCOUNT					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	2074	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		109,289
12	2074	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	109,289	
					<b>2074 Total - BSI 12-Prog/Curr Plan &amp; Dev</b>	<b>109,289</b>	<b>109,289</b>
12	2075	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		4,000
12	2075	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	4,000	
					<b>2075 Total - BSI 12-Student Assessment</b>	<b>4,000</b>	<b>4,000</b>
12	2076	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		20,000
12	2076	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	20,000	
					<b>2076 Total - BSI 12-Advisement/Counseling</b>	<b>20,000</b>	<b>20,000</b>
12	2077	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		45,000
12	2077	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	45,000	
					<b>2077 Total - BSI 12-Suppl Instr &amp; Tutoring</b>	<b>45,000</b>	<b>45,000</b>
12	2078	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		0
12	2078	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	0	
					<b>2078 Total - BSI 12-Articulation</b>	<b>0</b>	<b>0</b>
12	2079	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		5,000
12	2079	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	5,000	
					<b>2079 Total - BSI 12-Instr Materials/Equip</b>	<b>5,000</b>	<b>5,000</b>
12	2080	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyon Coll		0
12	2080	499900	25051	5999	Special Project Holding Acct : Academic Affairs Off	0	
					<b>2080 Total - BSI 12-Coord/Research/Staff Dvlp</b>	<b>0</b>	<b>0</b>
					<b>Grand Total - Basic Skills Initiative 11/12</b>	<b>183,289</b>	<b>183,289</b>

**SPECIAL PROJECT DETAILED BUDGET #1315**  
**NAME: SBA/CSUF 2011 - SMALL BUSINESS DEVELOPMENT CENTER**  
**FISCAL YEAR 2011/2012**

CONTRACT PERIOD: 01/01/11 - 12/31/11  
 CONTRACT INCOME: 602,365  
 Expenses (10/11): (150,474)  
 Carryover (11/12): 451,891  
 Augmentation 30,000  
 Balance (11/12) **481,891**  
 CFDA No.: 59.037

PROJ ADM: Enrique Perez  
 PROJ DIR: Leila Mozaffari  
 Revised Date: 11/4/2011  
 Date: 08/4/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
11	0000	000004	50000	2130	Classified Employee : District Operations (Fixed)		55,800		55,800	0	
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations (Fixed)		19,685		19,685	0	
11	1315	684000	53410	2110	Classified Management : Small Business Dev Ct Leila Mozaffari @ 100%	55,800		55,800		0	
11	1315	684000	53410	3215	PERS - Non-Instructional : Small Business Dev	6,361		6,361		0	
11	1315	684000	53410	3315	OASDHI - Non-Instructional : Small Business D	3,532		3,532		0	
11	1315	684000	53410	3325	Medicare - Non-Instructional : Small Business	826		826		0	
11	1315	684000	53410	3415	H & W - Non-Instructional : Small Business De	4,937		4,937		0	
11	1315	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Busines	570		570		0	
11	1315	684000	53410	3515	SUI - Non-Instructional : Small Business Dev	917		917		0	
11	1315	684000	53410	3615	WCI - Non-Instructional : Small Business Dev	1,367		1,367		0	
11	1315	684000	53410	3915	Other Benefits - Non-Instruct : Small Busines	1,175		1,175		0	
					<b>1315 Total - SBA/CSUF 2011 SBDC (Match)</b>	<b>75,485</b>	<b>75,485</b>	<b>75,485</b>	<b>75,485</b>	<b>0</b>	<b>0</b>

6.1 (5)

**SPECIAL PROJECT DETAILED BUDGET #1315**  
**NAME: SBA/CSUF 2011 - SMALL BUSINESS DEVELOPMENT CENTER**  
**FISCAL YEAR 2011/2012**

CONTRACT PERIOD: 01/01/11 - 12/31/11  
 CONTRACT INCOME: 602,365  
 Expenses (10/11): (150,474)  
**Carryover (11/12):** 451,891  
 Augmentation 30,000  
**Balance (11/12)** **481,891**  
 CFDA No.: 59.037

PROJ ADM: Enrique Perez  
 PROJ DIR: Leila Mozaffari  
 Revised Date: 11/4/2011  
 Date: 08/4/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	1315	000000	50000	8199	Other Federal Revenues : District Operations		451,891		481,891		30,000
12	1315	672000	50000	5865	Indirect Costs : District Operations	17,381		18,534		1,153	
12	1315	675000	53410	5210	Conference Expenses : Small Business Dev Ctr	17,550		18,452		902	
12	1315	684000	53410	2110	Classified Management : Small Business Dev Ct Elizabeth Arteaga @ 100%	32,302		32,202			100
12	1315	684000	53410	2130	Classified Employees : Small Business Dev Ctr Claudia Figueroa @ 100% Luis Kings @ 100%	47,556		47,568		12	
12	1315	684000	53410	2320	Classified Employees - Hourly : Small Business Business Experts @ \$45/hr	165,910		249,975		84,065	
12	1315	684000	53410	3215	PERS - Non-Instructional : Small Business Dev	37,342		18,118			19,224
12	1315	684000	53410	3315	OASDHI - Non-Instructional : Small Business D	20,542		10,028			10,514
12	1315	684000	53410	3325	Medicare - Non-Instructional : Small Business	4,804		4,819		15	
12	1315	684000	53410	3335	PARS - Non-Instructional : Small Business Dev	0		2,218		2,218	
12	1315	684000	53410	3415	H & W - Non-Instructional : Small Business De	29,076		23,669			5,407
12	1315	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Busines	3,313		3,324		11	
12	1315	684000	53410	3515	SUI - Non-Instructional : Small Business Dev	5,334		5,351		17	
12	1315	684000	53410	3615	WCI - Non-Instructional : Small Business Dev	7,952		7,976		24	
12	1315	684000	53410	3915	Other Benefits - Non-Instruct : Small Busines	3,762		2,587			1,175
12	1315	684000	53410	4210	Books, Mags & Ref Mat, Non-Lib : Small Busine	226		58			168
12	1315	684000	53410	4610	Non-Instructional Supplies : Small Business D	3,850		2,000			1,850
12	1315	684000	53410	4710	Food and Food Service Supplies : Small Busine	2,604		534			2,070
12	1315	684000	53410	5100	Contracted Services : Small Business Dev Ctr	8,990		8,990		0	
12	1315	684000	53410	5220	Mileage/Parking Expenses : Small Business Dev	2,000		1,006			994

6.1 (6)

**SPECIAL PROJECT DETAILED BUDGET #1315**  
**NAME: SBA/CSUF 2011 - SMALL BUSINESS DEVELOPMENT CENTER**  
**FISCAL YEAR 2011/2012**

CONTRACT PERIOD: 01/01/11 - 12/31/11  
 CONTRACT INCOME: 602,365  
 Expenses (10/11): (150,474)  
**Carryover (11/12):** 451,891  
 Augmentation 30,000  
**Balance (11/12)** **481,891**  
 CFDA No.: 59.037

PROJ ADM: Enrique Perez  
 PROJ DIR: Leila Mozaffari  
 Revised Date: 11/4/2011  
 Date: 08/4/2011

GL ACCOUNT					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	1315	684000	53410	5235	District Business/Sponsorships : Small Busine	13,500		13,500		0	
12	1315	684000	53410	5300	Inst Dues & Memberships : Small Business Dev	4,250		2,755			1,495
12	1315	684000	53410	5560	Telephone & Pager Services : Small Business D	800		963		163	
12	1315	684000	53410	5610	Lease Agreement - Equipment : Small Business	3,600		1,456			2,144
12	1315	684000	53410	5650	Rental - Facility (Short-term) : Small Busine	200		0			200
12	1315	684000	53410	5660	Software Support Service : Small Business Dev	1,000		0			1,000
12	1315	684000	53410	5800	Advertising : Small Business Dev Ctr Office	1,000		889			111
12	1315	684000	53410	5845	Excess/Copies Useage : Small Business Dev Ctr	500		499			1
12	1315	684000	53410	5940	Reproduction/Printing Expenses : Small Busine	3,147		2,858			289
12	1315	684000	53410	5950	Software License and Fees : Small Business De	600		595			5
12	1315	684000	53410	6411	Equipment - Federal Progs >200 : Small Busine	12,800		967			11,833
<b>1315 Total - SBA/CSUF 2011 SBDC</b>						<b>451,891</b>	<b>451,891</b>	<b>481,891</b>	<b>481,891</b>	<b>88,580</b>	<b>88,580</b>

6.1 (7)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Human Resources and Educational Services**

To:	Board of Trustees	Date: November 14, 2011
Re:	First Reading of New and Revised Board Policies	
Action:	Information	

**BACKGROUND**

The Board Policy Committee met on October 31, 2011 and reviewed 13 board policies. The committee is recommending the adoption of five new policies and revisions to eight other policies.

**ANALYSIS**

The policies reviewed and the subsequent recommendations are:

- BP1340 (new) - Campus Security and Access
- BP1370 (new) - Service Animals
- BP3212 (revise) - Alcoholic Beverages
- BP3228 (eliminate) - RSC Foundation Advertising Agent
- BP3405 (revise) - Disposal of Property
- BP3520 (revise) - Local Law Enforcement
- BP3540 (revise) - Sexual and Other Assaults on Campus
- BP5006 (revise) - Residence Determination
- BP5007 (revise) - Non-Resident Tuition
- BP5012 (new) - Prevention of Identity Theft in Student Financial Transactions
- BP5130 (new) - Financial Aid
- BP5410 (new) - Off-Campus Student Organizations
- BP7400 (revise) - Emergency Response Plan

**RECOMMENDATION**

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: November 14, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

## **Campus Security and Access - BP 1340**

### **Adopted:**

The Chancellor shall establish procedures for security and access to District facilities.

### **Reference:**

34 Code of Federal Regulations Part 668.46(b)(3)

## **Service Animals - BP 1370**

### **Adopted:**

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a trained service dog or miniature horse in District facilities and on District campuses in compliance with state and federal law.

### **References:**

The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.;  
28 Code of Federal Regulations Part 35;  
28 Code of Federal Regulations Part 36;  
34 Code of Federal Regulations Part 104.44(b)

# **Alcoholic Beverages - ~~Tax Free~~ - BP3212**

**Revised 11/14/94**

**Revised March 28, 2011; Revised**

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit non-profit corporations. Alcoholic beverages shall not be served on campus except in accordance with these procedures.

The chancellor and vice chancellor of Business Operations and Fiscal Services, are authorized to sign on behalf of the Rancho Santiago Community College District all reports, applications, and other papers in connection with the use of tax-free alcohol in the district. The vice chancellor's designee is authorized to sign withdrawal and inventory forms in relationship to the use of tax-free alcohol. The tax-free alcohol is strictly for instructional purposes and not for consumption.

## **Legal Reference:**

U.S. Department of the Treasury

Bureau of Alcohol, Tobacco and Firearms

Business and Professions Code Section 25608

34 Code of Federal Regulations Part 668.46(b)

## ~~RSC Foundation Advertising Agent - BP3228~~

~~Adopted 03/27/97~~

~~The Governing Board directs the Rancho Santiago College Foundation to serve as an agent of the District to seek, negotiate, direct and manage advertising contracts for the District.~~

~~Contracts shall be reviewed through district counsel and may represent advertising in a variety of district publications, electronic communications, and media venues.~~

~~Income generated through these advertising efforts shall be held in the Foundation accounts for support of district operations and program needs.~~

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## **Disposal of Property - BP3405**

**Revised 05/14/08;**

The Board of Trustees authorizes the Vice Chancellor of Business and Fiscal Services or designee to sell, donate, or dispose of obsolete equipment and material in accordance with state laws. Any item valued under \$5,000, prior to it being declared surplus, will be offered first as a donation to public schools and qualified non-profit charitable organizations preferably located within the Rancho Santiago Community College District service area. All sales of surplus personal property shall be reported to the Board on a periodic basis. This policy shall not be construed as authorizing any representative of the District to dispose of surplus real property at any time.

### **Legal Reference:**

Education Code 60500, 60510, 60521, 7092 (b) (6) and 81450 - 81455

# Local Law Enforcement – BP3520

**Adopted February 7, 2005; Revised**

Rancho Santiago Community College District, on behalf of each campus or center, shall enter into a written agreement with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

The Rancho Santiago Community College District and each campus or center encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Chancellor shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

See administrative regulation AR3520.

## **Legal Reference:**

Education Code Section 67381;

34 Code of Federal Regulations Section 668.46(b)(4)

# Sexual and Other Assaults on Campus– BP3540

**Adopted February 7, 2005; Revised**

Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on district property, is a violation of district policies and procedures, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The Chancellor shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment and that educational information about preventing sexual violence is provided and publicized as required by law.

The procedures ~~for sexual assaults~~ shall meet the criteria contained in EC 67385, 67385.7 and 34 C.F.R. § 668.46.

See Administrative Regulation AR3540.

## **Legal Reference:**

Education Code Section 67832, 67385;

20 U.S.C. § 1092(f)

~~the Jeanne Clery Disclosure of Campus Security Policy and Campus Criminal Statistics Act~~; 34 C.F.R. § 668.46(b)(11)

# **Residency Residence Determination - BP5006**

**Revised July 21, 2003;**

- 1- Students shall be classified at the time of each application for admission or registration as a resident or non-resident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend.

~~Residence determination will be made for students according to the regulations and requirements outlined in Title 5, Section 54045 et. seq. Residency regulations and requirements are published in the California Community College Residency Regulations and Requirements Manual.~~

- 2- ~~Residency determination~~ classification shall be made for each student at the time application for admission is accepted or registration occurs, and whenever a student has not been in attendance for more than one semester. A student previously classified as a non-resident may be reclassified as of the residency determination date.

The Chancellor shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 Regulations.

For additional information, reference Administrative Regulations, AR5006

## **Legal Reference:**

Title 5, Section ~~54045~~ 54000 et. seq.

Education Code ~~68040 et. seq.~~ and 76140 ~~76143~~

# Non-Resident Tuition - BP5007

Revised ~~July 21, 2003~~

Nonresident students shall be charged nonresident tuition for all units enrolled.

Not later than February 15 of each year, the Chancellor shall bring to the Board for approval an action to establish nonresident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Chancellor shall establish procedures regarding collection, waiver, and refunds of nonresident tuition.

The Chancellor is authorized to implement a fee to be charged only to persons who are both citizens and residents of foreign countries. The Board finds and declares that this fee does not exceed the amount expended by the district for capital outlay in the preceding year divided by the total FTES in the preceding fiscal year.

Students who would otherwise be charged this fee shall be exempt if they demonstrate that they are a victim of persecution or discrimination in the country of which they are a citizen and resident, or if they demonstrate economic hardship.

Students shall be deemed victims of persecution or discrimination if they present evidence that they are citizens and residents of a foreign country and that they have been admitted to the United States under federal regulations permitting such persons to remain in the United States. Students shall be deemed to have demonstrated economic hardship if they present evidence that they are citizens and residents of a foreign country and that they are receiving Temporary Assistance for Needy Families Program, Supplemental Income/State Supplementary benefits, or general assistance.

## Legal Reference:

Education Code Sections 68050, 68051, ~~68052~~, 68130, 68130.5, 76141

Title 5 Section 54045.5

See Administrative Regulation AR5007

## **Prevention of Identity Theft in Student Financial Transactions - BP 5012**

### **Adopted:**

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students when the District serves as a creditor in relation to its students. When applicable, the Chancellor is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

### **Legal Reference:**

15 U.S. Code Section 1681m(e), Fair and Accurate Credit Transactions Act (FACT Act or FACTA)

## **Financial Aid - BP 5130**

### **Adopted:**

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The Chancellor shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

### **Misrepresentation**

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in "substantial misrepresentation" of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The Chancellor shall establish procedures for regularly reviewing the District's website and other informational materials for accuracy and completeness and for training District employees and vendors providing covered services concerning the District's educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The Chancellor shall establish procedures wherein the District shall periodically monitor employees' and vendors' communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its governing board do not waive any defenses or governmental immunities by enacting this policy.

### **Legal References:**

Education Code Section 76300:

20 U.S. Code Sections 1070 et seq.:

34 Code of Federal Regulations Section 668:

U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.

## **Off-Campus Student Organizations - BP5410**

### **Adopted:**

The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District.

### **Reference:**

34 Code of Federal Regulations Section 668.46(b)(7)

# Emergency Response Plan – BP7400

Adopted March 28, 2011; Revised

The District shall have emergency response and evacuation procedures for notifying the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus.

All employees of the district are responsible for the safety of students while on district property and at district functions during times of emergency.

The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing disaster preparedness procedures or a plan; and
- Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines
- Training requirements vary based on job titles or assigned roles within the emergency plan.

College personnel must be informed that as public employees, they are also disaster service workers during national, state, and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and state.

The plan should contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its plan is updated regularly. Colleges must comply with NIMS and SEMS to receive federal or state funding.

## Legal Reference:

Education Code Sections 32280 et seq. and 71095;  
Government Code Sections 3100 and 8607(a);  
Homeland Security Act of 2002;  
National Fire Protection Association 1600;  
Homeland Security Presidential Directive-5;  
Executive Order S-2-05;  
19California Code of Regulations Sections 2400-2450;  
34 Code of Federal Regulations 668.46(g)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To: Board of Trustees	Date: November 14, 2011
Re: Adoption of Revised Board Policies	
Action: Request for Approval	

**BACKGROUND**

The Board Policy Committee met on August 15, 2011 and approved revisions to the policies listed below. These policies were presented for first reading at the August 22, 2011 board meeting and second reading on September 12, 2011. At that meeting, the Board postponed consideration of these policies until the October 24, 2011 meeting. Due to the Chancellor's absence on October 24<sup>th</sup>, consideration of this item was rescheduled for November 14, 2011. The policies are now presented for second reading and adoption.

**ANALYSIS**

The policies are:

BP 9003 (revised) – Membership

BP 9004 (revised) – Trustee Areas

**RECOMMENDATION**

It is recommended that the Board adopt the revisions to these policies.

Fiscal Impact: None	Board Date: November 14, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

## Membership - BP9003

**Adopted 08/1/77; Revised**

The Board of Trustees of the Rancho Santiago Community College District shall consist of seven members who shall each serve four-year terms. Trustees will reside in certain specified trustee areas, but be elected at large by the voters. Three trustees shall represent Area 1, one trustee Area 2, and three trustees Area 3 (see Board Policy 9004 for a description of trustee area boundaries).

It is the intent of the Board that beginning with the November 2012 election, each trustee will reside in one of seven specified trustee areas, and be elected by the voters residing in that area.

The Board of Trustees may change the methodology utilized for electing Board members in any manner consistent with law.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee.

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

Reference:

Education Code Sections 5000 et seq., 72023, 72103, 72104

## Trustee Areas - BP9004

Revised 12/10/01; Revised

### TRUSTEE AREA ONE - THREE BOARD MEMBERS

Essentially this area includes the largest and western portion of Santa Ana, extending westerly to Euclid Street in Fountain Valley, and generally bounded by Westminster Avenue/17th Street to the north, Halladay to the east, and Sunflower Avenue on the South.

### TRUSTEE AREA TWO - ONE BOARD MEMBER

Essentially this area includes the eastern portion of Santa Ana, and takes in small northerly sections of Irvine, Costa Mesa and Newport Beach in the John Wayne Airport area, extending past Jamboree Road to the southeast and south to the San Joaquin (73) Freeway, and is generally bounded to the north by LaVeta Avenue in Orange, Halladay Street and Rouselle Street to the west (north of Warner Avenue), south Bristol Street to the west (south of Warner Avenue), and Lyon Street to the east.

### TRUSTEE AREA THREE - THREE BOARD MEMBERS

Essentially this area includes the northern portion of the Rancho Santiago Community College District, Orange, Villa Park, and Anaheim Hills, extending southerly to LaVeta Avenue in Orange and Westminster Avenue in Garden Grove, and westerly to Euclid Street. The eastern area extends along Santiago Canyon Road southerly to the Modjeska Canyon area, easterly to the county line, and to the Santa Ana River which forms the northern district boundary. ([Click here to view map](#))

It is the intent of the Board that the current configuration of three trustee areas will be replaced by a seven trustee area configuration prior to the November 2012 election.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

To: Board of Trustees	Date: November 14, 2011
Re: Approval of RSCCD 2011 – 2013 Strategic Plan	
Action: Request for Approval	

**BACKGROUND**

The District began a strategic planning process in the Spring of 2011. Thirty-seven representatives from the colleges and district office participated in two planning events, which led to the development of a draft strategic plan.

**ANALYSIS**

The draft strategic plan was circulated to the individuals who participated in the planning events as well as the leadership at both colleges and the district office. A revised draft was presented to the Budget Allocation and Planning Review Committee on October 19, 2011 and was unanimously approved and submitted to the Chancellor. The plan is now presented to the Board of Trustees for adoption.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the Rancho Santiago Community College District 2011 – 2013 Strategic Plan.

Fiscal Impact: None	Board Date: November 14, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	



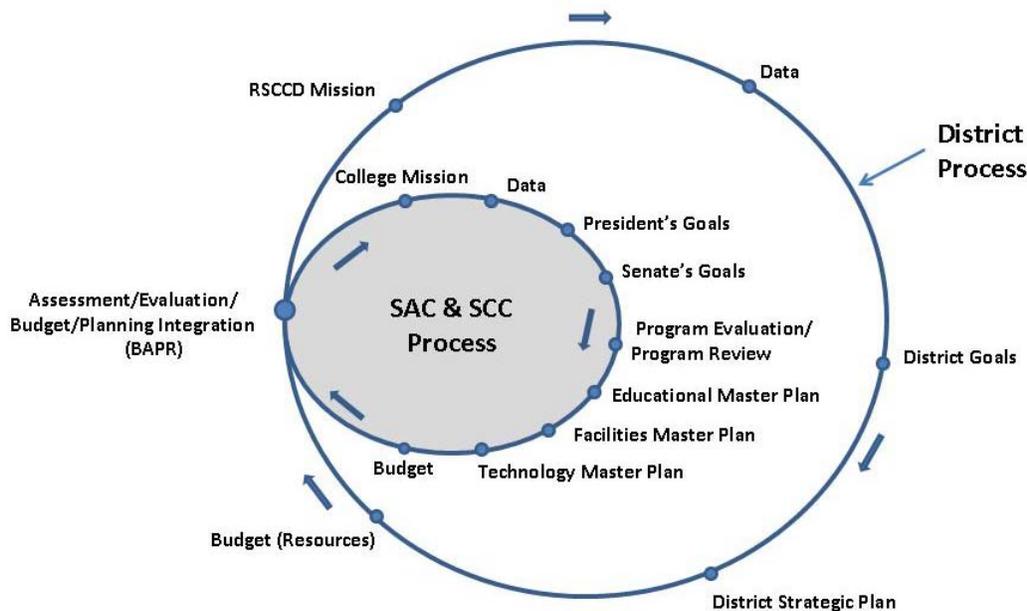
**2011-2013**

Since the time that the District transitioned from a single college to multi-college district in 1997, its planning process has centered around the Board of Trustees' annual planning meeting, which focused on the development of the District's Vision Statement and Goals. That planning meeting was typically held during the summer each year, but in order to provide greater coordination with the District's budget development process, that meeting is now held in February of each year.

Shortly after his appointment in August 2010, the Chancellor initiated discussions with the Board of Trustees and constituent groups regarding the need for a district strategic plan. Two consultants, Darroch "Rocky" Young, retired Chancellor of the Los Angeles Community College District, and Eva Conrad, retired President of Moorpark College, were selected to assist the District in this planning effort.

## THE PLANNING DESIGN

Because each of us shares in the responsibility of planning and evaluation, these activities are conducted continuously throughout the District. The colleges (Santa Ana College and Santiago Canyon College) have their own internal processes for planning and evaluation, which are coordinated and simultaneously integrated into the district-wide planning and resource allocation processes.



## THE PROCESS

The consultants conducted two days of interviews at the colleges and district office during the Spring 2011 semester in order to identify significant issues impacting the District's planning process. Based upon the information gleaned from those interviews, the consultants established an agenda for an initial planning meeting which was focused on:

- developing a streamlined planning process for the district, and
- developing strategic objectives centered around the District's goals

On April 8, 2011, thirty-seven representatives from both colleges and the district office met with the consultants to initiate the strategic planning process. Following a presentation by the consultants on effective planning models, the participants broke into four small groups and developed recommendations for a new district planning model. Those four drafts were subsequently assimilated into a single draft that was reviewed and approved by the participants at the next planning meeting.

Utilizing a matrix based upon the District's eight goals, the participants once again broke into four smaller groups and drafted strategic objectives for each goal. The consultants reviewed these drafts, eliminated duplicates, and developed draft objectives for the group's consideration at the next planning meeting.

The participants reconvened on May 6, 2011 and approved the draft planning cycle that was developed during the first planning session. Breaking into four smaller groups, each group was assigned two of the eight District goals. Each group was provided the draft planning matrix produced by the consultants after the first planning session and a potential list of metrics for each district goal that was developed by an ad hoc planning team. Each group was asked to identify its top two or three objectives for each goal, assign responsibility for the completion of each objective, and a timeline for its completion.

Responsibility for editing the strategic objectives was assigned to a writing committee, which prepared a draft of the strategic plan and circulated it to all participants. A second draft was prepared that included the participants' suggested revisions and corrections. The second draft was presented to the District's Budget and Allocation Planning Review Committee, which approved it and submitted it to the Chancellor on October 20, 2011.

## THE VISION

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

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

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

## THE PARTICIPANTS

The following individuals participated in one or both planning meetings as well as the review of the strategic plan draft:

### Santa Ana College

Steve Eastmond  
Paul Foster  
Norm Fujimoto  
Janet Grunbaum  
Marti Guerra  
Ray Hicks  
Bonnie Jaros  
Sara Lundquist  
Erlinda Martinez  
Monica Porter  
Ed Ripley  
Christina Romero  
Evelyn Sanchez  
Sean Small  
John Zarske

### Santiago Canyon College

Morrie Barembaum  
Michael DeCarbo  
Caroline Durdella  
Corinna Evett  
John Hernandez  
Steve Kawa  
Aracely Mora  
Esther Odegard  
Jose Vargas  
Juan Vázquez  
Joyce Wagner  
Robert Waldren  
John Weispfenning  
Lana Wong

### District Office

Tammy Cottrell  
John Didion  
Becky Fraser  
Peter Hardash  
Sylvia LeTourneau  
Linda Melendez  
Enrique Perez  
Nga Pham  
Marti Reiter  
Raúl Rodríguez  
Laurie Weidner

# THE PLAN

District Goal	Objective	Responsible Party	Timeline
<p>1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.</p> <p>2. Provide access and retention for completion of programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.</p>	1.1 Identify learning innovation & projected number of students impacted (follow-up assessment needed)	Vice Presidents of Academic Affairs and Continuing Education	Once per semester
	1.2 Continue to monitor student satisfaction and student centeredness (both credit and non-credit)	Director of Research	Spring semesters
	1.3 Identify events and ceremonies where students can be recognized	College Presidents	Annually (June)
	2.1 Prioritize class offering to match change of CCC's (i.e., transfer, CTE, BS)	Vice Presidents of Academic Affairs & Continuing Education	Each semester
	2.2 Manage our current enrollment challenges with limited funds received from state for FTES	Vice Presidents of Academic Affairs & Continuing Education	Annually
	2.3 Examine programs we will focus on and what/who we plan on serving (e.g. distance education)	Vice Presidents of Academic Affairs & Continuing Educations	Each semester, including intersession and summer
	2.4 Increase number of transfers, degrees and certificates earned	Vice Presidents of Academic Affairs, Student Services, and Continuing Education	Annually
	2.5 Examine course success rates by population served	Vice Presidents of Academic Affairs, Student Services, and Continuing Education	Annually

# THE PLAN (CONT.)

District Goal	Objective	Responsible Party	Timeline
<p>3. Update and implement facilities master plans, maximize college and community use of facilities, and incorporate “green” efforts into facilities development and other efforts when cost-effective.</p> <p>4. Promote flexible, cost-effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.</p>	3.1 Support the completion and Board approval of the Colleges’ Facilities Master Plan	Chancellor	Fall 2012
	3.2 Assess unmet facilities needs in order to maximize the utilization of existing facilities	Chancellor and College Presidents	Fall 2011
	3.3 Create district-wide “green team” taskforce to look at unified district effort to go “green”	Chancellor	Fall 2011
	4.1 Convene a district-wide group to review the distance education program at both colleges to identify efficiencies through collaboration and shared resources	Vice Presidents of Academic Affairs & Assistant Vice Chancellor of Information Technology Services	Fall 2011
	4.2 Form a sub-committee of Technology Advisory Group charged with brainstorming strategies to maximize the use of existing technology (i.e. implementing the degree audit program)	Vice Presidents of Academic Affairs & Associate Deans of Admissions & Records	Fall 2011
	4.3 Identify minimum standards of service to support distance education courses for both faculty and students	Vice Presidents of Academic Affairs and Students Services	Fall 2011
	4.4 Identify allocation of technical specialists to the colleges	Vice Presidents of Administrative Services and Assistant Vice Chancellor of Information Technology Services	Fall 2011

# THE PLAN (CONT.)

District Goal	Objective	Responsible Party	Timeline
<p>5. Pursue alternative public and private funding sources to increase the district’s fiscal sustainability and to implement the district’s vision and goals, and encourage the foundations and district to create plans for capital and program campaigns and alumni association development.</p> <p>6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity, and enhancing staff development opportunities that address innovation and technology.</p>	5.1 Explore and make public grant opportunities	Director of Grants	Ongoing
	5.2 Explore the creation of an emeritus program	Foundation Directors	June 2012
	6.1 Monitor employee satisfaction	Director of Research	Annually
	6.2 Conduct town hall meetings at each college to review budget issues and decisions	Chancellor	As needed, minimum of 2 meetings per semester
	6.3 College Presidents send “what’s new” email	College Presidents	Ongoing, with minimum of 1 per month
	<p>6.4 Convene brainstorming sessions in Chancellor’s Cabinet to identify:</p> <ul style="list-style-type: none"> <li>• the role of DO as a service center instead of perceived control center</li> <li>• strategies to maximize the benefits and efficiencies of being a two-college district</li> <li>• specific areas of District/ College tensions</li> <li>• what could be centralized, what should be centralized, what should not be centralized</li> </ul>	Chancellor	As needed (at least four sessions)
	6.5 The district shall provide for staff development	Assistant Vice Chancellor, Human Resources	Annually
	6.6 Create district-wide chat room/ListServe/BLOG/ Forum	Assistant Vice Chancellor, Information Technology Services	June 2012/Ongoing

# THE PLAN (CONT.)

District Goal	Objective	Responsible Party	Timeline
<p>7. Expand partnerships with business, labor, community groups, universities, schools, and other public and private agencies in order to enhance the district’s resource development, ensure student access and success, ensure robust economic development programs, and be responsive to workforce development needs and high demand career fields.</p>	<p>7.1 Create an RSCCD/ SAC/SCC inventory of current partnerships and evaluate the depth and quality of the relationship</p>	<p>Chancellor &amp; College Presidents</p>	<p>Fall 2011</p>
	<p>7.2 Determine which partnerships need to be maintained, further developed, or added</p>	<p>Chancellor &amp; College Presidents</p>	<p>Spring 2012</p>
<p>8. Assess the educational needs of the communities we serve, and enhance awareness of the colleges and community involvement through outreach and advocacy among community constituencies and leaders.</p>	<p>8.1 Convene a district group charged with developing an aggressive student recruitment campaign that builds from a fresh update on the educational needs of our community in the areas of:</p> <ul style="list-style-type: none"> <li>• high school students (including continuing education students)</li> <li>• working adults</li> <li>• non-working adults</li> <li>• high demand industries</li> <li>• demographic imperatives</li> </ul>	<p>Vice Presidents of Student Services</p>	<p>Spring 2012</p>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To: Board of Trustees	Date: November 14, 2011
Re: Board of Trustees Express Interest in Board Officer Positions	
Action: Information	

**BACKGROUND**

At the July 26, 2010, board meeting the board approved changes to BP 9007 –Officers of the Board and BP 9013 - Annual Organization Meeting to include the following:

*At the board meeting immediately prior to the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President, or Clerk of the Board, as well as any committee assignments.*

**RECOMMENDATION**

The board president shall solicit expressions of interest from board members regarding service as president, vice president, and clerk for 2011-2012.

Fiscal Impact: None	Board Date: November 14, 2011
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodriguez, Ph.D., Chancellor	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

To: Board of Trustees	Date: November 14, 2011
Re: Review of RSCCD Board of Trustees Self-Evaluation	
Action: Receive and Review	

**BACKGROUND**

Board Policy 9022 provides for the Board of Trustees to conduct an annual self-evaluation by November of each year.

**ANALYSIS**

An evaluation survey was approved by the Board on October 10, 2011 and was distributed to 90 individuals identified in Board Policy 9022. The survey responses were reviewed by the Board at the October 24, 2011 meeting. Subsequent to that meeting, the individual Board members completed the self-evaluation instrument. Those responses are now provided to the Board for review and discussion.

**RECOMMENDATION**

It is recommended that the Board of Trustees review the evaluation responses and complete the self-evaluation process for 2011.

Fiscal Impact: None	Board Date: November 14, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	



**Rancho Santiago Community College District (RSCCD)  
Board of Trustees Self-Evaluation of  
Internal Operations and Goals, 2011**

**November 2011**

**Background**

The RSCCD Board of Trustees recognizes that it can better perform its policy-making and broad oversight roles if it annually reviews the District's goals in addition to its own internal board operation and performance goals. After reviewing feedback obtained from an online questionnaire (disseminated to various individuals associated with RSCCD, both on-staff and otherwise) in October 2011, Board members (n=8) assessed their own activities using the same survey instrument; those data are included in this report, along with two years' prior data for comparison purposes.

**Summary of Findings**

Overall, members look favorably upon Board operations—respondents assign ratings of 1 (“strongly agree”) or 2 (“agree”) to most of the 44 categories assessed. Board members unanimously agree that they appropriately focus on policy issues, are knowledgeable about the mission and purpose of the institution, are in compliance with federal and state laws, and understand its role and those of the Chancellor, presidents, faculty, and staff.

The Board continues to rate itself lowest in the following four areas:

- awareness of the community and district employees of who their elected trustees are and their role in district governance;
- regularly seeking the opinion of the student trustee;
- completing the chancellor evaluation process and using the results to strengthen the chancellor's performance and relationships;
- regularly developing and reviewing goals for continuous improvement.

There were 17 categories (over one-third of the 44 assessed) to which some board members chose the “not applicable/don't know” response category; those may be areas in which Board members might welcome additional information and focus in the future.

Detailed responses, as well as comparisons with responses from the prior two years' surveys, and respondent comments, follow.

**Detail of Findings**

**RSCCD 2011 Board of Trustees Self-Evaluation Results**

	<b>Strongly Agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>Not Applicable</b>
<b>Board Organization and Operation</b>					
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	5	3			
Board members respect each others' opinions.	2	6			
The board conducts its meetings in compliance with state laws, including The Brown Act.	3	4	1		
Board members understand that they have no legal authority beyond board meetings.	3	5			
Board members regularly seek the opinion of the student trustee.	3	2		2	1
<b>Policy Role</b>					
Board meetings focus on policy issues that relate to board responsibilities.	6	2			
The board focuses on policy in board discussion, not administrative matters.	3	4			1
The board is knowledgeable about the mission and purpose of the institution.	6	2			
The board clearly delegates the administration of the colleges to the chancellor.	5	3			
The board ensures compliance with federal and state laws and measures for emergency response.	5	3			
<b>Strategic Planning</b>					
The board understands the budget process.	4	3	1		
The board gives adequate attention to the mission, goals, and future planning of the district.	3	4	1		
The board regularly develops and reviews goals for continuous improvement.	2	3	1	1	1
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	2	4	2		
The board understands the colleges' educational programs and services.	4	3	1		
The board is appropriately involved in defining the vision and goals of the district.	4	3			1
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	4	3			1
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	6	2			
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	1	6			1

## RSCCD 2011 Board of Trustees Self-Evaluation Results

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
<b>Board Relations with the Chancellor, Presidents, Faculty, and Staff</b>					
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	3	4	1		
The board keeps the chancellor informed of community contacts.	1	5			2
The board follows a procedure for annual evaluations of the chancellor.	3	3	1		1
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	4	4			
The board and chancellor have a positive, cooperative relationship.	7	1			
The board understands its role and that of the chancellor, presidents, faculty, and staff.	5	3			
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	5	3			
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	3	2	2		1
The board follows communication procedures with staff.	3	3	1		1
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	5	3			
<b>Community Relations/Advocacy</b>					
Board members are knowledgeable about community college and state-related issues.	3	5			
The board acts as an advocate for community colleges.	6	2			
Board members participate actively in community activities.	4	2	1		1
Board agendas include legislative and state policy issues that will impact the district.	5	3			
Board members act on behalf of the entire community.	3	4	1		
The board recognizes and celebrates positive accomplishments of the district and colleges.	2	5	1		
The board works to build a positive image of the district in the community.	5	3			
Board members adhere to policies for dealing with college, community citizens, and the media.	2	4	1		1
The community and district employees are aware of who the elected trustees are and their role in district governance.	1	2	3	2	
<b>Board Leadership, Ethics, and Standards of Conduct</b>					
The board understands collective bargaining and its role in the process.	3	4			1
The board practices appropriate collegial consultation (participatory governance).	2	5			1
The board maintains confidentiality of privileged information.	3	4			1
The board makes decisions in the best interest of students and the colleges.	2	6			
The board operates ethically without conflict of interest following established board policies.	3	4			1
Board members participate in trustee development activities.	2	5	1		

## RSCCD Board of Trustees Self-Evaluation Results, 2009-2011

	# "strongly agree" or "agree"		
	2011 Survey	2010 Survey	2009 Survey
<b>Board Organization and Operation</b>			
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	8	7	8
Board members respect each others' opinions.	8	7	8
The board conducts its meetings in compliance with state laws, including The Brown Act.	7	6	7
Board members understand that they have no legal authority beyond board meetings.	8	7	7
Board members regularly seek the opinion of the student trustee.	5	5	7
<b>Policy Role</b>			
Board meetings focus on policy issues that relate to board responsibilities.	8	7	7
The board focuses on policy in board discussion, not administrative matters.	7	7	7
The board is knowledgeable about the mission and purpose of the institution.	8	6	8
The board clearly delegates the administration of the colleges to the chancellor.	8	7	7
The board ensures compliance with federal and state laws and measures for emergency response.	8	7	8
<b>Strategic Planning</b>			
The board understands the budget process.	7	6	7
The board gives adequate attention to the mission, goals, and future planning of the district.	7	6	6
The board regularly develops and reviews goals for continuous improvement.	5	6	6
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	6	6	6
The board understands the colleges' educational programs and services.	7	5	6
The board is appropriately involved in defining the vision and goals of the district.	7	7	7
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	7	6	8
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	8	7	8
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	7	7	7

## RSCCD Board of Trustees Self-Evaluation Results, 2009-2011

	# "strongly agree" or "agree"		
	2011 Survey	2010 Survey	2009 Survey
<b>Board Relations with the Chancellor, Presidents, Faculty, and Staff</b>			
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	7	7	7
The board keeps the chancellor informed of community contacts.	6	6	7
The board follows a procedure for annual evaluations of the chancellor.	6	6	6
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	8	7	7
The board and chancellor have a positive, cooperative relationship.	8	7	4
The board understands its role and that of the chancellor, presidents, faculty, and staff.	8	7	7
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	8	7	5
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	5	6	6
The board follows communication procedures with staff.	6	5	7
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	8	6	7
<b>Community Relations/Advocacy</b>			
Board members are knowledgeable about community college and state-related issues.	8	6	8
The board acts as an advocate for community colleges.	8	7	8
Board members participate actively in community activities.	6	6	7
Board agendas include legislative and state policy issues that will impact the district.	8	6	8
Board members act on behalf of the entire community.	7	7	8
The board recognizes and celebrates positive accomplishments of the district and colleges.	7	6	7
The board works to build a positive image of the district in the community.	8	7	8
Board members adhere to policies for dealing with college, community citizens, and the media.	6	6	7
The community and district employees are aware of who the elected trustees are and their role in district governance.	3	6	3
<b>Board Leadership, Ethics, and Standards of Conduct</b>			
The board understands collective bargaining and its role in the process.	7	6	7
The board practices appropriate collegial consultation (participatory governance).	7	7	7
The board maintains confidentiality of privileged information.	7	7	8
The board makes decisions in the best interest of students and the colleges.	8	7	8
The board operates ethically without conflict of interest following established board policies.	7	7	7
Board members participate in trustee development activities.	7	6	7

## 2011 Respondents' Comments

### **Board's greatest strengths:**

- Commitment to student success, advocacy for colleges with state and federal legislators and elsewhere in the community, willingness to be a leader in making board policies and setting goals, support for the Chancellor, willingness to continually improve as a Board.
- Trustees work together. Trustees are concerned about success of the district and the students.
- Respect between colleagues and staff regardless of political philosophy.
- Cooperation.
- The Board has diversity that helps to bring a variety of approaches to solutions that has led to better outcomes than may have been achieved otherwise.

### **Major accomplishments of the Board in the past year:**

- Maintaining fiscal stability.
- Working with and supporting a new chancellor, setting policies which resulted in a sound financial position in a precarious financial year, advocacy with state and federal legislators that shored up support for community colleges, worked with staff to effectively respond to accreditation issues.
- Maintaining fiscal solvency under extreme budgetary pressure - maintaining strong relationships with employee groups affected by the budget constraints.
- Providing leadership during budget crisis.
- We hired a new Chancellor, established new policies that can help define better transparency for the Board and we have begun to examine alternatives that can help grow the community college district during these challenging times and budget constraints.

### **Areas in which the Board could improve:**

- Have a meeting every quarter at which we would discuss progress towards meeting the Board's goals for the District. Obtain more information on college programs and classified employees activity.
- Move closed session to the end of the meetings so student leaders and other students can be present for other agenda items not in closed session, without waiting for the unknown time it takes for closed sessions. Find new methods to publicize meetings and the existence of the board. If possible, host more meetings at the campuses. Let the population you serve know who you are and what you do. Inform the community and the students about what the board is and what the board does. Many people have no idea, especially students.
- Seek innovative opportunities that prepare us for the end of the current budgetary crisis and/or opportunities built upon the new budget realities.
- Encourage more community involvement.
- The Board needs to truly exhibit collegiality, there are a few that believe they speak for all and are the only ones who define the Board. Several board members need to participate more in community activities, as well as district activities. We are here for the students, we need to show it.



**Rancho Santiago Community College District (RSCCD)  
 Board of Trustees' Unit Goals for 2011**

**December 2010**

To be an effective policy-making and broad oversight body for the Rancho Santiago Community College District, members of the Board of Trustees implemented a process to seek input from individuals (such as the associated student government presidents, presidents of the academic senates, the college presidents, the chancellor, vice chancellors, representatives of the District's employee unions, and community members who serve on the District bond oversight committees or foundations) who work closely with the board. After reviewing the results of the community's input, members of the Board then evaluate their own activities.

The next step is to implement a process by which we regularly assess our internal unit. To this end, all members of the Board:

- review input from community and staff,
- self-assess effectiveness of the Board as a unit,
- develop annual unit goals,
- implement activities/processes necessary to achieve these goals,
- assess at mid-cycle and make adjustments, if needed, to promote accomplishment of goals by the end of the year, and
- re-assess progress towards goals at the end of the cycle, re-evaluate, renew, revise, and/or update goals to continue process.

The cycle of assessment encourages each member to regularly assess its work as a unit and the manner in which the needs of their community/staff are addressed in order to maximize the Board's strengths and implement improvements, if needed. This process mirrors the program review that each unit at the district and colleges conducts on a regular cycle. Below are three goals which we have adopted to work on in 2011.

<b>Goal</b>	<b>Responsible Person(s)</b>	<b>Process(es)</b>	<b>Timeline</b>
Regularly seek opinions of student trustees.	All members	Proactively seek opinions of student trustees on issues brought forth by staff at our meetings.	Board meetings
	Student trustee	Will read and understand issues presented and seek opportunities to participate in and contribute to discussion brought forth by staff.	Board meetings
Understand our role in the collective bargaining process	All members	Executive Vice-Chancellor of Human Resources and Educational Services will review collective bargaining processes for members.	February 22, 2011 Board meeting
Follow proper communication procedures with staff	All members	Members will follow procedures outlined by Chancellor in September 2010, which was also agreed upon by all members.	2011

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****EDUCATIONAL SERVICES**

To: Board of Trustees	Date: November 14, 2011
Re: Adoption of Resolution No. 11-50 regarding Emergency Closure of SAC East and SCC Child Development Centers	
Action: Approval	

**BACKGROUND**

The SAC East Child Development Center was closed for one day on October 21, 2011 due to loss of gas to the entire campus. Consequently, attendance reimbursement income from the California Department of Education was lost. The daily attendance for the week prior to the date operation was 441.298 CDE for certified children.

The SCC Child Development Center was closed for one day on October 19, 2011 due to loss of power to the college campus. Consequently, attendance reimbursement income from the California Department of Education was lost. The daily attendance for the week prior to the date operation was 179.7 CDE for certified and 77.60 CDE for non-certified children.

**ANALYSIS**

Education Code 8271 provides for dispensations in the case of a closure due to a major health or safety hazard and enables the District to recover the lost income. The Board of Trustees must approve a resolution certifying these facts surrounding the facility closure.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the resolution certifying that the SAC East and SCC Child Development Centers were closed due to emergencies.

Fiscal Impact:	Board Date: November 14, 2011
Item Prepared by:	Dee Tucker, Executive Director, Child Development Services
Item Submitted by:	Enrique Perez, Assistant Vice Chancellor, Educational Services
Item Recommended by:	Dr. Raúl Rodríguez, Chancellor

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Adoption of Resolution for Emergency Closure**

Resolution No. 11-50

This resolution must be adopted in order to certify the approval of the Board of Trustees for reduced days of operation or attendance due to emergency conditions as referenced on MA 10-09 (October 2010) to the California Department of Education.

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BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes that SAC E Child Development Center was closed on October 21, 2011, due to emergency conditions and SCC Child Development Center was closed on October 19, 2011 due to emergency conditions.

PASSED AND ADOPTED THIS 14th day of November 2011, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

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

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(Clerk's Signature)

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14 November 2011  
(Date)