ORDER OF BUSINESS - REGULAR MEETING
Wednesday, January 16, 2013
Public Session 2:00 p.m.
Closed Session
Second Public Session (Immediately Following Closed Session)

Los Angeles Harbor College
Seahawk Center
1111 Figueroa Place
Wilmington, California 90744

I. Roll Call (2:00 p.m.) Location: Seahawk Center

II. Flag Salute

III. Welcoming Remarks by Marvin Martinez, President, Los Angeles Harbor College

IV. Approval of Minutes: Regular Meetings and Closed Sessions: December 5, 2012 and December 19, 2012

V. Reports from Representatives of Employee Organizations at the Resource Table

VI. Public Agenda Requests
   1. Oral Presentations
   2. Proposed Actions

VII. Requests to Address the Board of Trustees – Multiple Agenda Matters

VIII. Reports and Recommendations from the Board
   • Reports of Standing and Special Committees
     BT1. Amend Chapter II, Article I of the Board Rules
     BT2. Amend Chapter II, Article II of the Board Rules
     BT3. Amend Chapter II, Article III of the Board Rules
     BT4. Amend Chapter II, Article IV of the Board Rules
     BT5. Amend Chapter III of the Board Rules
     BT6. Amend Chapter X, Article I of the Board Rules
     BT7. Resolution – District Classified Employees Retirement
     BT8. Conference Attendance Authorization

IX. Reports from the Chancellor
   • Report from the Chancellor regarding activities or pending issues in the District
     o Celebrating 10 Years of Student Success at Harbor Teacher Preparatory Academy
X. Consent Calendar

Matters Requiring a Majority Vote

BF1. Budget Revisions and Appropriation Transfers
BF2. Amend Chapter VII, Article VI of the Board Rules
BF3. Resolution Authorizing the Borrowing of Tax and Revenue Anticipation Notes (TRANS)
BSD1. Ratifications for Business Services
BSD2. Business Services Routine Report
FPD1. Facilities Planning and Development Routine Report
FPD2. Authorize Master Procurement Agreements
FPD3. Adopt Resolution Authorizing Implementation of Design-Build System of Project Delivery at Los Angeles City College
HRD1. Personnel Services Routine Actions
ISD1. Approval of Educational Programs and Courses
PC1. Personnel Commission Actions
Correspondence

Matters Requiring a Super Majority Vote – None

XI. Recommendations from the Chancellor – None

XII. Requests to Address the Board of Trustees – Closed Session Agenda Matters

XIII. Recess to Closed Session in accordance with The Ralph M. Brown Act, Government Code sections 54950 et seq., and the Education Code to discuss the matters on the posted Closed Session agenda pursuant to Government Code section 54954.5 (Refer to Attachment "A" for Closed Session agenda).

Location: Student Services/Administration Building Room 219

XIV. Reconvene Regular Meeting Location: Student Services/Administration Building Room 219

XV. Roll Call

XVI. Report on Actions Taken in Closed Session – January 16, 2013

XVII. Consent Calendar

HRD2. Employment Actions Regarding Classified Employees

XVIII. Notice Reports and Informatives

ISD/A. [Notice] Authorize Revision of Board Rules 1200 and 1201
ISD/B. [Informative] Authorization of Student Travel

XIX. Announcements and Indications of Future Proposed Actions

XX. Adjournment
Next Regularly Scheduled Board Meeting
Wednesday, January 30, 2013
(Public Session scheduled for 2:00 p.m.)
Educational Services Center
Board Room – First Floor
770 Wilshire Blvd.
Los Angeles, CA 90017

In compliance with Government Code section 54957.5(b), documents made available to the Board after the posting of the agenda that relate to an upcoming public session item will be made available by posting on the District's official bulletin board located in the lobby of the Educational Services Center located at 770 Wilshire Boulevard, Los Angeles, California 90017. Members of the public wishing to view the material will need to make their own parking arrangements at another location.

If requested, the agenda shall be made available in appropriate alternate formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, for whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

To make such a request, please contact the Executive Secretary to the Board of Trustees at (213) 891-2044 no later than 12:00 p.m. (noon) on the Tuesday prior to the Board meeting.
ATTACHMENT A

CLOSED SESSION
Wednesday, January 16, 2013

Los Angeles Harbor College
Student Services Administration Building
Room 219
1111 Figueroa Place
Wilmington, CA 90744

I. Public Employee Evaluation
(pursuant to Government Code section 54957)

A. Position: Executive Assistant to the Chancellor
B. Position: CFO/Treasurer
C. Position: Executive Director of Facilities, Planning and Development
D. Position: Inspector General

II. Public Employee Discipline/Dismissal/Release/Charges/Complaints
(pursuant to Government Code section 54957)

III. Conference with Legal Counsel - Existing Litigation
(pursuant to Government Code section 54956.9(a))

A. Mathew Pugliese v. LACCD
B. Saleem Abdul-Myhee v. LACCD
C. Jane Doe v. LACCD
D. Zoily Telles v. LACCD
E. Taisei v. LACCD Pierce Performing Arts Building ADA Improvements
F. Tutor-Perini v. LACCD Los Angeles Valley College RWGL MTA Bus Station Extension & Student Services Center Canopy
G. Charles Pankow Builders, Ltd. Builder’s Risk Claim – Los Angeles Mission College East Campus Complex Project

H. Fu-Gen v. LACCD, et al.

IV. Conference with Legal Counsel - Anticipated Litigation
(pursuant to Government Code section 54956.9(b)

A. Potential claims – 1 matter
Subject: AMEND CHAPTER II, ARTICLE I OF THE BOARD RULES

Amend Chapter II, Article I of the Board Rules as follows:

2100. LEGISLATIVE AUTHORIZATION. The 1967 Legislature authorized a Board of Trustees for the Los Angeles Community College District separate from the board of the city school district, with authority as defined by Education Code sections 70902 and 72000.

2101. ELECTION. The Board of Trustees shall consist of seven members elected by the qualified voters of the school districts composing the Los Angeles Community College District. Primary elections shall be held the first Tuesday in April of every odd-numbered year. General elections shall be held the last Tuesday in May of every odd year. If either Tuesday falls on a holiday, elections shall be the following day. Elections shall be consolidated with the City of Los Angeles unless a resolution calling for a different process is adopted by the Board of Trustees pursuant to Education Code section 72031.

2102. TERM OF OFFICE. Members hold office for four years. Elections shall be held every two years, falling in the odd numbered years beginning in 1969, and alternating between office Nos. 1, 3, 5, and 7 and office Nos. 2, 4, and 6. Newly elected members shall take office on July 1st following their election period. The terms of office of outgoing members shall expire on the day before such newly elected members take office.

2103. VACANCIES BETWEEN ELECTIONS. In the event of a vacancy in office between elections for any reason, the Board of Trustees shall determine whether to appoint a replacement, hold a special election or leave the position vacant as may be allowed or required by law. A. Timeline In the event that the Board determines to make an appointment, in consultation with the Board President, the Chancellor shall develop a timeline for the process that includes the following, at a minimum:
   1. Advertising of the availability of the position to a diverse group of publications;
   2. A deadline for submission of materials with a maximum amount of material;
   3. The means by which a member of the public may access the submitted materials for review;
4. The date for consideration of the applications by the Board, and the date for the appointed applicant to take office at a subsequent Board meeting, in order to allow for an appropriate orientation for the new Trustee.

B. Consideration of Applications
1. The Board's consideration of applications shall occur in public session.
2. Each person who submitted timely and complete materials in accordance with the Board's previous resolution will be given up to five (5) minutes to make a presentation. The Trustees may ask questions of each applicant at the conclusion of each applicant's presentation.
3. The Trustees may ask additional questions of applicants at the conclusion of all applicant presentations.
4. Members of the public who wish to address the Board regarding this matter may address the Board for up to three (3) minutes. Members of the public who wish to address the Board regarding other agenda items later in the meeting will have a total of five (5) minutes for the day, including the time used for this matter.

C. Voting Procedure
1. The Chair will recognize a Trustee, who will make a motion to appoint an applicant as named in the motion. That motion will require a second. The Trustees may then engage in discussion as appropriate regarding the motion.
2. The motion will require four (4) affirmative votes to pass. If the motion fails, the Chair will recognize a Trustee, who may move the appointment of a different applicant. That motion will require a second. The Trustees may then engage in discussion as appropriate regarding the motion. This procedure will be repeated until someone receives four (4) affirmative votes.
3. A motion to appoint an applicant previously voted upon will be treated as a motion for reconsideration. Such a motion may be made only by someone on the prevailing side.

2104. COMPENSATION. Each member of the Board of Trustees of the Los Angeles Community College District shall receive as compensation the sum of two thousand dollars ($2,000) per month if the Board member attends all meetings. Except as provided under Board Rules 2104.11, 2104.12, 2104.13, and 2104.14, a member who does not attend all meetings held in any month may receive, as compensation, an amount not greater than two thousand dollars ($2,000) divided by the number of meetings and multiplied by the number of meetings actually attended.

2104.10 Student Board Member Compensation. The student member of the Board of Trustees of the Los Angeles Community College District shall receive as compensation the sum of five hundred dollars ($500) per month if the student member attends all
meetings. Except as provided under Board Rules 2104.11, 2104.12, 2104.13 and 2104.14, a student member who does not attend all meetings held in any month may receive, as compensation, an amount not greater than five hundred dollars ($500) divided by the number of meetings held and multiplied by the number of meetings actually attended.

2104.11 Absence - District Business. Any member, including the Student Board member, will be paid for any meeting when absent if the Board, by resolution, duly adopted and spread upon its minutes, finds that at the time of the meeting he/she is performing services outside the meeting for the Los Angeles Community College District.

2104.12 Absence - Illness. A member, including the Student Board member, may be paid in any calendar year for the first two meetings from which he or she is absent if the Board, by resolution, duly adopted and included in its minutes, finds that at the time of the meeting from which the member is absent he/she is ill.

2104.13 Absence - Jury Duty Service. A member, including the Student Board member, may be paid for any meeting from which he/she is absent if the Board, by resolution, duly adopted and included in its minutes, finds that at the time of the meeting from which the member is absent he/she was serving on jury duty.

2104.14 Absence - Hardship. A member, including the Student Board member, may be paid for any meeting from which he/she is absent if the Board, by resolution, duly adopted and included in its minutes, finds that the absence was due to a hardship deemed acceptable by the Board.

2105. ORIENTATION. The Chancellor and his or her designee(s) are responsible for ensuring that an appropriate orientation is provided to all new Trustees.

2105.10 The orientation shall include, but is not limited to, an overview of District operations, a review of ethical rules and responsibilities for Trustees, a briefing on compliance with the Ralph M. Brown Act and the Fair Political Practices Act, a review of the roles of auxiliary organizations and employee organizations, and a discussion regarding preparation for and conduct of Board meetings.

2105.11 Within budgetary limits, Trustees shall be encouraged to attend conferences and other educational sessions regarding their responsibilities as Trustees.
2105.12 In consultation with the President of the Board, the Chancellor shall be responsible for ensuring the Board has a retreat at least annually, and the Chancellor or his or her designees shall make appropriate educational presentations to the Board.

Background: The changes to Board Rule 2103 are to document and adopt procedures for appointments consistent with the processes adopted by the Board in its most recent appointments to fill vacancies. Other changes are to amend the Board Rules to reflect standing practices and expectations, as well as changes in law.
Subject: **AMEND CHAPTER II, ARTICLE II OF THE BOARD RULES**

Amend Chapter II, Article II of the Board Rules as follows:

2200. **PRESIDENT.** The Board of Trustees shall elect by voice vote a President and one or two Vice Presidents from among its members at its annual meeting.

A. **Election of President.** The President from the previous term shall call the annual meeting to order. At the time specified in the agenda for the officer election, the President from the previous term shall open nominations for President.

B. **Election of First Vice President.** After the succeeding President has been elected, the succeeding President shall assume the chairing of the meeting and open the nominations for First Vice President.

C. **Election of Second Vice President.** After the election has been completed for First Vice President, the President shall entertain a motion to open nominations for the position of Second Vice President. If such a motion is not made, seconded and passed, or if upon the opening of nominations no one is nominated, or if no one accepts a nomination for the position, then there shall be no position of Second Vice President for the year unless the Board takes an action to establish it. However, the procedure for nominations shall be followed at each annual organizational meeting of the Board.

2200.10 **Duties of the President.** The President of the Board of Trustees is empowered to preside at all meetings, to call special meetings as provided by law, to sign documents approved by the Board of Trustees, and to represent the Board of Trustees in its relations with other boards of trustees, and to confer with the Chancellor and/or his or her designees regarding the preparation of the agendas and conduct of business.

2200.11 **Duties of the Vice President.** In the absence of the President, the First Vice President shall preside at board meetings and perform the duties of the President in his/her absence. In the absence of the First Vice President, if there is a Second Vice President, he or she shall preside at board meetings and perform the duties of the President in his or her absence.
2201. **PRESIDENT PRO TEMPORE.** If the President, the First Vice President and the Second Vice President are absent from a regular or special meeting, the Chancellor shall call the meeting to order, and the Board shall elect a President Pro Tempore who shall possess the powers and perform the duties of the President until the return of the President.

2202. **SECRETARY.** The Chancellor of the District shall be the Secretary of the Board of Trustees.

**Background:** This change is to amend the Board Rules to reflect standing practices and expectations.
Subject: AMEND CHAPTER II, ARTICLE III OF THE BOARD RULES

Amend Chapter II, Article III of the Board Rules as follows:

2300. POWERS AND DUTIES GENERALLY.
The Board of Trustees may execute any powers delegated by law to it or the District of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the District of which it is the governing board. The Board is an independent policy-making body that reflects the public interest in Board activities and decisions.

2300.10 Statement of Ethical Values and Code of Ethical Conduct.

The Board of Trustees of the Los Angeles Community College District consists of seven members elected at large and one Student Representative selected by the associated student organizations. In the performance of their governance responsibilities, individual members of the Board shall adhere to the following principles:

Statement of Ethical Values

The Board of Trustees of the Los Angeles Community College District endorses the following statement of ethical values, and asks each member of the Board to commit to adhering to these values:

Trustworthiness. As a Trustee, I will strive to earn the trust of others. Being trustworthy requires honesty, integrity, reliability, and loyalty.

- Honesty: I will be sincere, truthful, and straightforward.
- Integrity: I will be consistent in decision-making and behavior and base decisions on a core set of values.
- Reliability: I will keep my promises.
- Loyalty: I will promote and protect the interests of the District and its colleges.

Respect. As a Trustee I will treat others with respect, even in disagreement, and do my best to earn the respect of others. Being respectful requires civility and courtesy, as well as tolerance for legitimate differences and a willingness to acknowledge that reasonable people can hold divergent views without becoming adversarial, confrontational or hostile.

Chancellor and Secretary of the Board of Trustees

By ______________________ Date ___________

Candaele ___________ Santiago ___________
Field _______________ Svonkin ___________
Park ________________ Veres ____________
Pearlman ___________ Campos ____________

Student Trustee Advisory Vote
Responsibility. As a Trustee I am willing to make decisions and choices and I will be accountable for them. I will do the best I can by being careful, prepared, and informed. I will finish tasks that I have promised to do. I will lead by example.

Fairness. As a Trustee, I will use open and impartial processes for gathering and evaluating information so that those who disagree with a decision can understand how it was made. I will avoid favoritism or prejudice.

Caring. As a Trustee, I am genuinely concerned about the welfare of others. As public officials, we care about the common good and welfare of the communities and constituencies we serve.

Citizenship. As a Trustee, I will obey the Law, contribute to the community through service and leadership, advocate for the common good and the welfare of the communities we serve, and act in ways that manifest concern for the environment.

Integrity. As a Trustee, in keeping with the provisions of Education Code section 72530, I will not promote the award of contracts or employment on the basis of campaign contributions or in exchange for other things of value.

Code of Ethical Conduct

As a Trustee:

- I recognize that governing authority rests with the entire Board, not with me as an individual. I will give appropriate support to all policies and actions taken by the Board at official meetings.

- I recognize that I do not have the authority as an individual Trustee to direct staff or to seek information privately from staff and that all such requests should go through the Chancellor.

- I will consider all relevant facts and perspectives in making decisions.

- I will participate in the development of policy and the approval of strategy for the District and respect the delegation of authority to the Chancellor and Presidents to administer the institution. I will avoid involvement in day-to-day operations.

- I will maintain confidentiality about issues discussed in Closed Session.

Trustee Sanctions

2300.11 Sanctions

A. Bases for Sanctions – Any Trustee of the Los Angeles Community College District may be sanctioned on the following bases:

1. Violation of District rules and regulations, including but not limited to the Statement of Ethics and the Standards of Conduct on Campus articulated in Chapter 9 of the Board Rules;
2. Violation of state or federal law;
3. Conduct likely to create liability for the District; or,
4. Any other conduct incompatible or inconsistent with the position of Trustee.

B. Forms of Sanction – Sanctions of a Trustee may be imposed in the following forms:
5. Reprimand;
6. Censure;
7. Requirement for the repayment of District funds;
8. Bar from reimbursement for expenses with District funds;
9. Removal from an officer position; or,
10. Withholding of pay.

B. Votes required:
1. Five affirmative votes shall be required for the imposition of a sanction on a Trustee;
2. Notwithstanding any annual confirmation regarding the authority of the Student Trustee, the Student Trustee is not eligible to move, second or vote upon the imposition of a sanction on a Trustee. However the Student Trustee maintains the right to participate in the discussion of a potential sanction;

C. Procedure:
1. Presentation of Initiating Motion
   a. Prior to the consideration of a motion for the imposition of a sanction on a Trustee, a motion must be presented and adopted that articulates the charges upon which the sanction will be based and the proposed sanction, called an Initiating Motion.
   b. The adoption by the Board of an Initiating Motion is not the imposition of a sanction. The adoption is a determination that the charges, if proven to be true, would warrant the imposition of the proposed sanction.
   c. In preparing an Initiating Motion, any regular Trustee shall be entitled to the reasonable assistance of staff for the ministerial function of preparing the motion, and the reasonable assistance of staff for information in support of that motion. Information in support of the motion shall be requested and supplied through the Chancellor.
Board of Trustees
Los Angeles Community College District

Com No. BT3       Division: BOARD OF TRUSTEES       Date: January 16, 2013

2. Presentation of Sanctions Motion

a. If a majority of the Board adopts the Initiating Motion, the moving Trustee may then place a motion on the agenda for consideration of the charges and proposed sanction, called a Sanctions Motion.

b. A Sanctions Motion shall be heard only upon a minimum of ten calendar days' written notice, served by regular first class mail, upon all the Trustees. The responding Trustee shall be entitled to a postponement to the next Board meeting following the Board meeting in which the Sanctions Motion was first posted.

c. In the preparation of the Sanctions Motion, the moving Trustee shall be entitled to the assistance of staff for the ministerial function of preparing the motion, and the reasonable assistance of staff for information in support of that motion. Information in support of the motion shall be requested and supplied through the Chancellor.

d. In the preparation of a response to the Sanctions Motion, the responding Trustee shall be entitled to the reasonable assistance of staff for the ministerial function of preparing any written response to the motion, and the reasonable assistance of staff for information in support of that response. Information in support of the motion shall be requested and supplied through the Chancellor.

e. In keeping with Board Rule 2409.11, any such information will be provided to all Trustees, and it shall be provided no later than the time the Trustees are presented with the posted agenda that includes the proposed motion. Inasmuch as the consideration of a sanction is a matter of public record, such information will also be treated as a public record, except that the materials made available to the public may be redacted to protect the rights of privacy of students or employees, or to protect the privileges for attorney-client communications or attorney work-product.

f. If the moving Trustee or responding Trustee seeks to present witnesses on the hearing of the sanctions motion, the applicable Trustee shall submit a request to the Chancellor no later than four business days' prior to the hearing date of the motion. The Chancellor may direct employees or invite other witnesses as the Chancellor deems reasonable and appropriate.
3. Legal counsel – Any opinions or advice of legal counsel regarding the Initiating Motion or the Sanctions Motion must be provided to all regular Trustees. Therefore, any individual Trustee who seeks advice confidential from other Trustees, or representation before the remainder of the Board regarding the motions, must obtain it at his or her personal expense.

4. Time allocation – A Trustee who is the subject of an Initiating Motion or a Sanctions Motion shall be given a reasonable amount of time to respond to the motion, but in no event less than fifteen (15) minutes. In the event witnesses will be presented by either the moving Trustee or responding Trustee, five minutes will be allocated to each witness. The remaining Trustees will be given an opportunity to ask questions of each witness. The time allocation enumerated for this procedure is a discrete allocation from a public speaker’s exercise of his or her rights to address the Board.

2301. GOVERNANCE. The Board of Trustees shall establish rules and regulations not inconsistent with the regulations of the Board of Governors and the laws of this State for the government and operation of the community colleges in the District and delegate appropriate authority to officers, employees, or committees of the District, the college, or the governing board.

2301.10 Board Self-Evaluation. Each Fall, the Board of Trustees will perform a self-evaluation. The Board’s self-evaluation process may include a formal survey of stakeholders and constituents such as senior District management, College Presidents, the District Academic Senate President, representatives of collective bargaining units, and others. The Board will conduct its annual self-evaluation during a public session during which the Board will review the results of any data collection or survey process, assess its performance during the preceding year, and establish new annual goals.

2302. GROWTH. The Board of Trustees is responsible for growth in both academic and physical areas.

2302.10 Plans for Growth and Development. The Board shall establish policies for and approve current and long-range educational plans and programs and promote orderly growth and development of the community colleges within the District.

2302.11 Master Plans. The Board shall establish policies for and approve academic master plans and long-range master plans for facilities. The Board of Trustees shall submit such master plans to the Board of Governors for review and approval.

2303. EDUCATIONAL PROGRAMS. The Board of Trustees shall establish policies for educational programs.

2303.10 Total Educational Program. The Board shall establish policies for and approve the total educational program of the community college or colleges in the District.

2303.11 Submission to Board of Governors. The Board shall establish policies for and approve all educational programs and submit such programs to the Board of
Governors for approval. For purposes of this subsection, "educational program" is defined as a series of courses leading to a degree, a certificate, a diploma, or transfer to another institution of higher education.

2303.12 Individual Courses. The Board shall establish policies for and approve individual courses without referral to the Board of Governors.

2303.13 Classes for Adults Noncredit Education. The Board shall approve all classes for adults noncredit education and shall submit such classes as are eligible for state apportionments to the Board of Governors for approval.

2303.14 Programs Under Various Acts. The Board shall approve and provide such classes, programs, and facilities under the provisions of the Community Services Act 6321, the Civic Center Act, and the Recreation Act special acts as deemed appropriate.

2303.15 All Other Programs and Services. The Board shall establish policies for and approve all other programs and services of the community college except as provided by the Education Code.

2303.16 Adoption of Instructional Materials. The Board shall establish policies for and approve procedures for the adoption of instructional materials after appropriate consultation with the Academic Senates.

2304. COLLEGE CALENDAR. The Board of Trustees shall determine which holidays it will observe and on what days it will observe them within the framework of providing the necessary number of days of instruction to qualify for state apportionments.

2304.10 School Holidays. Colleges and offices of the Los Angeles Community College District shall be closed on the following holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Veterans Day shall be observed on November 11, unless an action of the Board of Trustees provides for a different day as provided in Education Code Section 79020 (f), (g) and (l).
Lincoln Day shall be observed on the Friday immediately preceding Washington Day, unless an action of the Board of Trustees provides for a different day as provided by Education Code Section 79020 (f) and (j).

If a holiday falls on Saturday, colleges and offices will be closed on the preceding Friday.

If a holiday falls on Sunday, colleges and offices will be closed on the Monday immediately following.

However, as to the Christmas and New Year’s Days consecutive holidays, if Christmas Day and New Year’s Day fall on Saturdays, those holidays will be celebrated on the following Mondays.

If Christmas Eve Day and New Year’s Eve Day fall on Sundays, those holidays will be celebrated on the preceding Fridays.

2304.11 Other Holidays. The Board of Trustees may declare other days school holidays and close the colleges and offices thereon when good reason exists.

Under provisions of this rule, Admission Day is declared a school holiday and all District colleges and offices shall be closed. Admission Day shall be observed the Tuesday after Labor Day or another date so specifically declared by the Board of Trustees.

The afternoon of the Friday of Spring break, as determined by the academic calendar, shall be considered a holiday and all District colleges and offices shall be closed.

2304.12 Closing of Colleges by Chancellor or College President. The Chancellor or College President may direct the closing of any college whenever, in the Chancellor’s or College President’s discretion, such a closure appears necessary to insure the health and safety of the students or when the Governor of the State or the President of the United States declares a legal holiday. Any such action by the Chancellor shall be submitted to the Board for confirmation at its next regular meeting. The reopening of any school so closed shall be authorized when the Chancellor determines that the conditions that necessitated the closing have ceased to exist.

2305. ACADEMIC STANDARDS. The Board of Trustees shall establish academic standards, probation and dismissal and readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the Board of Governors after appropriate consultation with the Academic Senate.

2306. BUDGET. The Board of Trustees shall determine and control the District’s operational and capital outlay budgets and shall submit the budgets to such agencies as required by law present the budgets to county authorities for the purposes of establishing the District tax rates. The Board of Trustees shall determine the need for elections for override tax levies and bond measures and request that such elections are called.
2307. DISTRICT PROPERTY. The Board of Trustees shall manage and control District property. The Board may contract for the procurement of such goods and services as authorized by law.

2308. GIFTS, GRANTS, SCHOLARSHIPS. The Board of Trustees may receive and administer gifts, grants, and scholarships.

2309. FEES. The Board of Trustees may establish such student fees as it is authorized to establish by law.

2309.10 Reduction of Fees for Senior Citizens. All fees, except nonresident fees, associated with any college activities are to be reduced by fifty percent for senior citizens or retired persons who have purchased a senior citizens' discount card from any District College at $5.00 per card. (A senior citizen is defined as a person who is 60 years of age or older and retired.)

2309.20 International Student Application Processing Fee. The Board of Trustees authorizes collection of a Foreign Student Application Processing Fee pursuant to Education Code Section 76142. This section allows the District to charge an application fee not to exceed the lesser of the actual cost of processing application documents or one hundred dollars ($100).

No processing fee shall be charged to an applicant who is eligible for an exemption from non-resident tuition pursuant to California Education Code Section 76140, or who can demonstrate economic hardship. Fees collected will not be refundable and will be used to support the operating budgets of college foreign student offices.

2309.30 International Student Medical Insurance Fee.

Effective for beginning with the Fall 2007 semester, international students attending a college in the Los Angeles Community College District under an F or M visa shall be charged a medical insurance fee equal to the cost of medical insurance purchased by the District on the student's behalf.

In exchange for the International Student Medical Insurance fee, international students will be provided with a medical insurance policy with the following minimum coverage:

1. medical benefits of at least $50,000 per accident or illness;
2. repatriation of remains in the amount of $7,500;
3. expenses associated with the medical evacuation of the student to his or her home country in the amount of $10,000, and;
4. a deductible not to exceed $500 per accident or illness.

Effective only for the Spring and Summer 2007 terms, international students attending a college in the Los Angeles Community College District under an F or M visa shall be required to demonstrate that they have medical insurance equal to or better than the above coverage, or be required to purchase medical insurance from a vendor selected by the Los Angeles Community College.
Board of Trustees
Los Angeles Community College District

2310. **PERSONNEL.** The Board of Trustees shall employ and assign all personnel consistent with the minimum standards adopted by the Board of Governors. The Board of Trustees shall establish employment practices, salaries and benefits for all employees consistent with the laws of this state.

2311. **AUXILIARY SERVICES.** The Board of Trustees shall provide such auxiliary services as deemed necessary to achieve the purpose of the community college.

2312. **STUDENT CONDUCT.** The Board of Trustees shall establish rules and regulations governing student conduct.

2313. **FEDERAL FUNDS.** The Board of Trustees is authorized to apply directly to federal agencies or state agencies operating federal programs in order to obtain federal funds in accordance with general policies established by the Board of Governors.

2314. **STUDENT EQUITY PLANS**

In order to promote student success for all students, a Student Equity Plan shall be immediately adopted by each of the colleges in the Los Angeles Community College District as required by law. Each plan shall be adopted in consultation with the various college constituencies in keeping with the college’s shared governance policy. Each college’s Student Equity Plan must contain the following information:

1. Campus-based research as to the extent of student equity in goals for access, retention, degree and certificate of completion, English as a Second Language (ESL) and basic skills completion and transfer and the determination of what activities are most likely to be effective;

2. Goals for access, retention, degree and certificate of completion, English as a Second Language (ESL) and basic skills completion and transfer, for the overall student population and for each group of students, as appropriate. Where significant underrepresentation is found to exist as defined by Title 5 of the California Code of Regulations, the college president will be responsible for making an appropriate recommendation to the Chancellor who will make an appropriate recommendation to the Board for addressing the disparity;

3. Implementation activities designed to attain the sources of funds for the activities in the plan;

4. Schedule and process for evaluation;

5. Sources of funds for the activities in the plan;

6. An executive summary that includes, at a minimum, the groups for whom goals have been set, the goals, the initiatives that the college will undertake to achieve these goals, the resources that have been budgeted for that purpose, and the college official to contact for further information.
2314.10 — The college plans should be developed with the active involvement of all groups on campus as required by law, and with the involvement of appropriate people from the community.

2314.20 — The college plans should be submitted to Chancellor or designee for approval. The Chancellor or designee will be responsible for forwarding copies to the State Chancellor's Office.

2314.30 — For purposes of this Board Rule, the following definition applies:

"Each group of students" means American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks, Hispanics, Whites, men, women and persons with disabilities. A person shall be included in the group with which he or she identifies as his or her group.

2315. ASSOCIATE IN ARTS AND ASSOCIATE IN SCIENCE DEGREES.

The Board of Trustees of the Los Angeles Community College District shall confer degrees of associate in arts or associate in science upon one who has satisfactorily completed prescribed courses.

The Board of Trustees may also grant honorary associate in arts and associate in science degrees from a District community college to honor an individual who has made a contribution to society that is generally recognized and esteemed.

Background: This change is to amend the Board Rules to reflect standing practices and expectations, as well as changes in law.
Subject: AMEND CHAPTER II, ARTICLE IV OF THE BOARD RULES

Amend Chapter II, Article IV of the Board Rules as follows:

2400. GENERAL. Meetings of the Board of Trustees of the Los Angeles Community Colleges and of its committees or other bodies created by the Board shall be in compliance with the Ralph M. Brown Act, as required by law.

2400.10 Regular Meetings. Regular meetings are held at 12:30 p.m. on the second and fourth Wednesdays except as otherwise scheduled by action of the Board of Trustees and within District territory at a location designated by the President of the Board of Trustees, unless otherwise allowed by law. Pursuant to Board Rule 2408 (Order of Business) the Board may recess to closed session at that time and reconvene the public session at 3:30 p.m. or at an appropriate time as noticed on the agenda. Board meetings shall adjourn by 10:00 p.m.

2400.11 A notice identifying the location, date and time of a regular meeting shall be posted at each college of the District at least ten (10) days prior to the meeting and shall remain posted up to and including the meeting time.

2400.12 Mailed Notice of Meetings. Notice of meetings must be mailed to any person who has made a written request at the time as the posting of the notice and agenda for the meeting. Failure of any person to receive notice given by the agency does not invalidate the actions taken at the meeting.

2400.13 Anyone who requests written notices as described in Rule 2400.11 shall provide the request, together with the recipient’s name and address in writing to the Chancellor as Secretary of the Board of Trustees or designee, together with payment in the amount of $10 as an annual fee, or $50 as an annual fee in order to receive both the notice and back-up material. Notice by email may be given date it was received, unless renewed. Renewal requests must be received, together with the annual fee, no later than 90 days after January 1 of each year.
2402. **SPECIAL MEETINGS.** A special meeting may be called at any time by the President of the Board, or upon a call issued in writing and signed by a majority of the members of the Board. Notice must be given to each member of the Board and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail or email at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and business to be transacted. No other business shall be considered at such meetings by the Board. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Secretary of the Board a waiver of notice. Such a waiver may be given by telegram or email. Such written notice may also be dispensed with unless the member articulates an objection for the record, which shall be noted in the official minutes. Continued participation after making such an objection shall not constitute a waiver to the objection. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting. Such notice shall be posted at least 24 hours prior to the special meeting in a location freely accessible to members of the public.

2402.10 **Emergency Meetings.** In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of District facilities, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement or both requirements as allowed by law. However, each local newspaper of general circulation and radio or television which has requested a notice of special meetings shall be notified by the President of the Board Chancellor or designee one hour prior to the emergency meeting. The Board shall not meet in closed session at an emergency meeting except as provided allowed by the law. All special meeting requirements shall be applicable to a meeting called pursuant to this section except the 24-hour notice requirement.

2402.11 Minutes of any emergency meeting must be posted as soon as possible after the meeting, along with a list of persons who the Board Chancellor or his or her designee notified or attempted to notify about the emergency meeting.

2403. **CLOSED SESSIONS.** Closed sessions are restricted to consideration of matters as described in the Education Code and Government Code and to other matters in accordance with the law.

A. To the extent required by law, at the conclusion of any closed session, the Board shall announce in open session any action taken and the vote or abstention of each member on each action.
B. Prior to holding any closed session, the Board of Trustees shall post or state the reasons for closed session, and shall cite statutory authority or legal authority under which the closed session is being held. To the extent required by law, agenda descriptions of closed session items shall be made available to the public with the public session agenda.

1. Potential litigation matters must be defined in the agenda by presentation of existing facts and circumstances to the extent required by law.

2. At least 24 hours before the session, if specific complaints or charges will be considered about an employee, that employee shall be given written notice of his or her right to have the complaints or charges heard in an open session rather than a closed session. The employee must notify the Chancellor as the Secretary of the Board or designee by 9:00 a.m. on the day of the Board meeting if he or she seeks to address the Board prior to the Board’s consideration of the item wants to have the complaints or charges heard in an open session. The notice given to the employee shall include the name, address and telephone number of the Chancellor or designee. The notice shall also include a statement advising the employee that he or she must notify the Chancellor or designee by 9:00 a.m. on the day of the Board meeting.

3. The Board may meet in closed session to determine whether there is a basis for considering a non-agenda item which would be considered in closed session. The Board may not meet in closed session to determine whether to consider a non-agenda item which must be considered in open session.

2403.11 Motion for Closed Sessions.

a. To recess to Closed Session to consider matters on the posted closed session agenda, the Chair shall entertain an appropriate motion. Once adopted by a majority of the Board, the Board will recess to closed session.

b. As required by law, on all other matters proposed for discussion in closed session, the proponent of the motion must publicly identify the items proposed for discussion as required by the Brown Act and indicate the basis for considering an item not on the posted agenda. To the extent allowed by law, any discussion and vote on the need to consider the item in closed session may take place in closed session and be reported publicly afterward.
2404. **ANNUAL MEETING.** An organizational meeting of the Board of Trustees will be scheduled and held annually between July 1 and 15, inclusive. The Chancellor as Secretary of the Board shall, within at least 15 days prior to the date of the annual meeting, notify in writing all Trustees and Trustees-elect of the date and time selected for the meeting. During this annual meeting the Board shall elect one of its members to serve as President and one as First Vice President, for a one-year term. The Board may determine on an annual basis whether to elect one of its members to serve as Second Vice President.

2405. **QUORUM.** Four members shall constitute a quorum for transacting business for the seven-member Board. Three members constitute a quorum in the event there are two vacancies contemporaneously.

2406. **MEETINGS AND RECORDS OPEN TO THE PUBLIC - EXCEPTIONS.**

Except as provided in the Government Code and Education Code, all meetings of the Board of Trustees and of its committees shall be open and public, and its records shall be open to public inspection subject to the exemptions of the Public Records Act.

Writings distributed during a public meeting which are not exempted from disclosure by the Public Records Act shall be made available contemporaneously to the public if prepared by a Board member, or by someone acting on behalf of the District. Writings prepared by others shall be available within a reasonable time after the meeting.

2407. **AGENDA.** An agenda for the meetings shall be provided by the Chancellor in cooperation with the President of the Board of Trustees. The agenda shall be posted in a place adjacent to the place of meeting which is freely accessible to the public at least 72 hours prior to the meeting time for regular meetings. The Agenda shall specify the time, date and location of the regular meeting. No action shall be taken on any item not appearing on the posted agenda except: (1) upon a determination by a two-thirds vote of the members, or if less than two-thirds members present, a unanimous vote of those members present and it is shown that the need to take action arose and came to the attention of the Board members subsequent to the posting of the agenda; (2) when a majority of the Board determines there is an “emergency situation” as defined in emergency meetings by law; or (3) when an item appeared on an agenda posted no less than five (5) days before the meeting and was continued from a previous meeting; or (4) as may otherwise be allowed by law. Each item must contain a brief general description sufficient to put the public on reasonable notice regarding the item to be discussed and any proposed course of action.

2407.10 Preparation of Agenda. Whenever a Trustee notices a motion in conformance with procedures specified in Board Rule 2409.10, staff will place the noticed motion on the regular Board agenda.

2407.11 Establishment of Status Reports of Directives to the Chancellor by the Board of Trustees. A status report is to be kept of directives to the Chancellor by action of the Board. This report shall include the
date and nature of action and a summary statement as to the disposition of the matter. This report is to be presented at the last Board meeting of each month.

2407.12 Agenda Items Initiated by the Members of the Public.

a. Summary of Item submitted to the Chancellor as Secretary of the Board. Members of the public may place matters directly related to the business of the Los Angeles Community College District on an agenda of the Board of Trustees of the Los Angeles Community College District by submitting a summary of the item to the Chancellor as Secretary of the Board or designee at least two (2) weeks in advance of a regular meeting. The summary must contain a brief general description of the item.

b. Designation of Item - Discussion or Proposed for Action. At the time the item is submitted to the Chancellor as Secretary of the Board or designee, the member of the public shall designate the item as either for discussion or for proposed action.

c. Deadline for Submitting Agenda Items for Regular Board Meetings.

1) Proposed Action Items. Proposed actions must be submitted to the Chancellor as Secretary of the Board or designee by noon of the Wednesday two weeks before the Board meeting in question in order to permit printing and posting of the item as required by law.

2) Discussion Items. Discussion items must be submitted to the Chancellor as Secretary of the Board or designee by 10:00 a.m. of the day of the Board Meeting.

d. Addressing the Board. A member of the public who has placed an item on the Board’s agenda, and others who may wish to address the Board on such an item may do so pursuant to Article V of this chapter. The Board shall not prohibit public criticism of the policies, procedures, programs or services of the Board.

e. Resubmission of Items--90 Day Rule. Any public agenda item that has been submitted for proposed action to the Board and heard at a public meeting cannot be resubmitted before the expiration of a 90-day period following the initial presentation. This prohibition does not apply to items submitted for discussion only.
f. Closed Session. The Board reserves the right to consider and take action on items in closed session as permitted or required by law.

g. The Chancellor is Secretary of the Board. The Chancellor as Secretary of the Board may from time to time, adopt such other reasonable provisions as may be necessary to accommodate the application of these public agenda rules to special Board meetings or other unique circumstances and to implement Section 72121.5 of the Education Code. If the Chancellor as the Secretary of the Board does adopt any such further provisions, the Chancellor shall report them to the Board at its next regularly scheduled meeting.

2407.13 Discussion of Non-Agenda Items. To the extent allowed by law, non-agenda items may be considered as follows: Board members may respond to public comments; Board members may ask questions for clarification, make a brief announcement, or make a brief report on their own activities, on their own initiative or in response to questions posed by the public; Board members may refer matters to staff, may require staff to report back, and may direct staff to place matter(s) on future agenda(s).

2408. ORDER OF BUSINESS.

A. During the first Board of Trustees meeting, generally held on the second Wednesday of the month, the Order of Business shall be as follows:

- Roll Call
- Requests to Address the Board of Trustees
- Closed Session Agenda Matters

* Roll Call
* Flag Salute
* Minutes
* Reports from Representatives of Employee Organizations at the Resource Table
* Announcements from the College Presidents
* Public Agenda Requests (Category A)
  1. Oral Presentations
  2. Proposed Actions
* Requests to Address the Board of Trustees – Multiple Agenda Matters
* Reports and Recommendations from the Board
  1. Report on Actions Taken in Closed Session
    o 2. Reports of Standing and Special Committees
    o 3. Proposed Actions
* Reports from the Chancellor and College Presidents
B. During the second Board of Trustees meeting each month, generally held on the fourth Wednesday of the month, the Order of Business shall be as follows:

- Call to Order
- Requests to address the Board of Trustees—Closed Session Agenda Matters
- Recess to Closed Session
- Reconvene in Public Session
- Reports from Representatives of Employee Organizations at the Resource Table
- Announcements from the College Presidents
- Public Agenda Requests
- Recess to Capital Construction Committee
  - Reports Regarding the Capital Construction Program
- Reconvene Regular Meeting
- Notice Reports and Informatics
- Announcements and Indications of Future Proposed Actions
- Requests to address the Board of Trustees—Closed Session Agenda Matters
- Recess to Closed Session
- Reconvene in Public Session
- Report of Actions Taken in Closed Session
- Adjournment

C. Adjustments to Order of Business. The Chancellor, in consultation with the President of the Board of Trustees, shall have discretion to adjust the Order of Business as may be appropriate.

D. Study Sessions

1. The Chancellor, in consultation with the President of the Board of Trustees, shall have discretion to schedule a Study Session on a date
prior to the Board Meeting in order to allow Board members to ask questions of staff and obtain further information from staff regarding the posted agenda items for the regular Board meeting.

2. The Study Session shall be posted as an open meeting that members of the public shall be allowed to attend in accordance with the Brown Act.

3. The Study Session shall not be considered a regular Board meeting and attendance shall be optional for purposes of compensation.

4. Members of the public may address the Study Session regarding matters on the agenda.

2409. MOTIONS. A second to all motions shall be required before discussion or vote on the motion.

2409.10 Noticed Motions. Copies of noticed motions by Trustees shall be submitted to the Chancellor and Trustees in writing for review two (2) weeks prior to the Board meeting.

2409.11 Requests from Board Members. All requests from Board Members for information or research, requiring mobilization of staff, staff time, District resources and personnel shall be distributed to all Board Members.

2409.12 Motion Requirements. Noticed motions shall clearly articulate the impact and relationship of the proposed motion to the core mission and concerns of the District.

2410. RECORD OF VOTES. Votes shall be taken by alphabetical roll call, and the results recorded in the minutes of that meeting. No action shall be taken by secret ballot. A single roll call vote will be taken for all items within a designated Consent Calendar. Each Trustee shall have the right to call for any item(s) on a Consent Calendar to be separated out for a separate roll call vote on that/those items.

2411. NUMBER OF VOTERS REQUIRED FOR TRANSACTION OF BUSINESS. Four affirmative votes shall be necessary to pass any motion, resolutions, or orders, except as provided by Sections 2412 or 2413 of these Board Rules.

2412. ACTIONS REQUIRING A TWO-THIRDS VOTE. In compliance with State statutes, approval of the following actions requires an affirmative vote of five members of the Board.

2412.10 Sale or Lease of Real Property. Resolution of intention to sell or lease real property to any legal entity other than those requiring unanimous vote, when a two-thirds vote is required by law.
2412.11 Action to Overrule. Action of the Board declaring a local zoning ordinance inapplicable to classroom facilities.

2412.12 Undistributed Reserve. Appropriation of funds from the undistributed reserve.

2412.13 Condemnation of Real Property. Resolution to condemn real property.

2413. ACTIONS REQUIRING A UNANIMOUS VOTE. In compliance with state statutes, approval of the following actions requires an affirmative, unanimous vote of all members of the Board.

2413.10 Community Lease for Production of Gas. Resolution authorizing leasing of school District property under a community lease for the production of gas.

2413.11 Sales or Lease of District Real Property. Resolution authorizing a sale or lease of school District real property to the state, any county, city and county, city, or to any school district which is not governed by the Community College Board of Trustees when required by law.

2415. MINUTES AND TAPE RECORDINGS OF PUBLIC SESSIONS.

A. The minutes and tape recordings of the open session meetings of the Board of Trustees shall constitute public records and shall be available to the public. Any inspection of a tape recording shall be provided without charge and a tape recorder made available by the District. Minutes shall be produced and retained in perpetuity and tape recordings shall be made of all public sessions of the governing board.

B. Discarding the Recordings of the Meetings of the Board of Trustees. The minutes of the meetings of the Board of Trustees shall be kept in perpetuity. The audio recording of each meeting may be destroyed but not before one year from the date of the taped meeting. At the discretion of the Chancellor as Secretary of the Board of Trustees or designee, destruction of tapes may be done once annually so long as the most recent tape being destroyed is at least one year old.

C. The minutes shall include:

(1) Date, place, time and type of meeting. (2) Notation of members present and absent by name. (3) Time of adjournment. (4) Approval or amendment, and approval of the minutes. (5) Information as to the subject of Board's deliberations and actions, including the makers and seconders of a motion, an alphabetical roll call of the votes and results of a motion; (6) All Board resolutions; and (7) A record of all public speakers.
2415.10 Recordings by Others. Any person may record the public sessions of the Board with an audio or video tape recorder or a still or motion picture camera, unless the Board finds that the recording cannot continue without noise, illumination or obstruction of view which constitutes or would constitute a persistent disruption of the proceedings.

2415.11 Broadcast.

a. Broadcast of public sessions shall be permitted unless, or in the absence of, a finding by the Board that the broadcast cannot be accomplished without noise, illumination or obstruction of view that would constitute a persistent disruption of the proceedings.

b. The Board may direct the termination of broadcasting if it finds that the process is substantially and persistently disrupting the Board proceedings.

2416. PARLIAMENTARY PROCEDURE.

A. Robert’s Rules of Order. The rules contained in Robert’s Rules of Order Newly Revised, shall govern the proceedings and conduct of the meetings of the Board of Trustees and its committees in all cases that are not covered in or by the rules of Standing Orders of the Board of Trustees. However, the President and Vice-President shall vote, and Robert’s Rules shall govern except as superseded by law or regulation, provided that any noncompliance by the Board with Robert’s Rules of Order shall not be deemed to invalidate any otherwise lawful act of the Board.

B. Sponsorship of a Motion by the Chair. The Chair of the applicable meeting may be the maker of a motion only if it is included in the posted agenda for the meeting, and may speak to the motion only if the Chair yields the gavel to another Board member.

C. Order of Debate

1. The maker and seconder of the motion shall be recognized first by the Chair if they wish to speak to the motion.

2. The Chair shall call upon staff for any presentation regarding a motion.

3. The Chair shall then call upon Board members successively who wish to comments or ask questions regarding the motion.

4. The Chair shall then call upon public speakers and representatives from the employee organizations for their comments.

5. The Chair shall then call upon Board members successively for any further debate, comments or questions.
6. In order to ensure the ability to record the meeting accurately and subsequent preparation of the minutes, anyone who wishes to speak, including Board members, must first be recognized by the Chair, and only one person shall be allowed to speak at a time.

2417. SUSPENSION OF BOARD RULES. Any section or sections of Board Rules may be suspended by vote of at least four members of the Board.

2418. AMENDMENT OR REPEAL OF BOARD RULES. An affirmative vote of at least four members of the Board shall be necessary to amend or repeal Board Rules, and such action shall be taken only if notice of such proposed amendment or repeal has been given at a previous regular Board meeting.

2418.10 Changes of Division Location or Job Titles. When changes in division, location or job titles occur, reference to former division, location or job classification titles in the Board Rules shall be deemed to include reference to the newly designated titles. All existing Board Rules may be reprinted to indicate the newly designated titles.

2418.11 Minor Corrections to Board Rules. The Office of General Counsel, the location responsible for maintaining and distributing adopted and amended Board Rules, is authorized to make minor corrections to Board Rules adopted or amended by the Board of Trustees, which do not alter the intended meaning of the Board Rule, prior to distribution. “Minor corrections” includes correcting grammatical errors, punctuation errors and errors in numbering sequences. Any corrections made to Board Rules by the Office of General Counsel are subject to review by the Chancellor.

2418.12 Regular Rule Review. The Chancellor and his or her designee(s) are responsible for periodic review of Board Rules, Administrative Regulations and procedural guides. The Chancellor shall adopt a regulation specifying a schedule and the appropriate positions for conducting these reviews.

2419. SMOKING/NONSMOKING POLICY. The Chancellor shall adopt regulations to control the smoking of tobacco, plant, or processed substance in the District’s buildings, offices, and any other enclosed spaces throughout the District.

Background: This change is to amend the Board Rules to reflect new practices, as well as to clarify rules.
Subject: **AMEND CHAPTER III OF THE BOARD RULES**

Amend Chapter III of the Board Rules as follows:

3001. **LEGISLATIVE INFORMATION.** The Chancellor shall inform the Board of Trustees of state and national legislation that affect the Los Angeles Community College District.

3002. **PARTICIPATION IN LEGISLATION.** It is the policy of the Board of Trustees that the Board, acting through the Chancellor, or designee, shall participate in local, state and national legislation to protect and to promote the interests of the Los Angeles Community College District. The Chancellor shall present to the Board for approval a District legislative program prior to the commencement of each session of the legislature. The Chancellor shall provide **a monthly appropriate reports** in writing to the Board summarizing and analyzing pending legislation affecting the interests of the District and specifying all positions on pending legislation taken at the Chancellor’s direction or by the Board’s Legislative Advocate. The Legislative Advocate shall be present at **Board meetings as directed by the Chancellor** the monthly meeting of the Board at which the report is presented.

3003. **BILL SERVICE.** The Chancellor shall subscribe to the State Bill service for the Los Angeles Community College District.

3003. **DELEGATION OF AUTHORITY.** The Board of Trustees delegates authority to the Chancellor to communicate positions to legislators, other community college district chief executive officers, governmental relations staffers, and other representatives and allies of public higher education. The Chancellor or his or her designee will communicate with leaders of District constituency groups to establish or strengthen shared advocacy efforts. Whenever possible, the Chancellor will seek to work in coalition with other stakeholders for the purpose of furthering the District’s legislative goals.

3003.10 The Chancellor will support legislative positions that protect and enhance the fiscal health of the District and promote its primary mission with respect to basic skills, career technical education, and transfer curricula and training. Additionally, the Chancellor will support legislative positions that
facilitate the growth and stability of the District including, but not limited to, issues related to public bond funds, land acquisition and sale, facilities renovation and capital building programs. All proffered legislative positions will be aligned with the District Strategic Plan.

3003.20 The Chancellor will be authorized to take and communicate bill positions on behalf of the District within the following parameters:

A. The District has adopted a similar legislative position in the past.

B. Time constraints preclude the Chancellor from consulting two members of the Legislative Committee. In this instance, the position taken must protect the District's fiscal health and support its overarching mission or.

C. The bill is consistent with Board policies.

3003.30 Other than the exceptions previously noted, the Chancellor or his designee shall consult two members of the Legislative Committee before legislative positions are registered. In order to comply with the Brown Act, the Chancellor shall not communicate the positions of the respective members of the Legislative Committee to each other, nor shall the two members be authorized to issue a directive regarding legislative positions.

3003.40 Subsequent to communicating District legislative positions, the Chancellor shall report significant positions to the full Board as an agenda item and list other positions in the Board Letter. In both instances, the Chancellor will provide his rationale for adopting each legislative position. The Board retains the right to direct a change or different position.

3003.50 The Board of Trustees shall evaluate this process at the end of each legislative session.

Background: In October 2011, the Board of Trustees authorized general principles for delegated authority regarding legislative positions in an effort to issue legislative positions in a timely manner and to advocate effectively on behalf of the District. These proposed changes document and establish general principles as standing District policy.

As a standing committee of the Board, the Legislative Committee is governed by the Brown Act. Therefore, the Legislative Committee may not develop a consensus outside a publicly-noticed meeting. Government Code section 54952.2 states, in relevant part:
“(a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b)…”
Subject: AMEND CHAPTER X, ARTICLE I OF THE BOARD RULES

Amend Chapter X, Article I of the Board Rules as follows:

10105.12 Performance Evaluation of Non-Faculty Bargaining Unit
Certificated Academic Employees. Certificated Academic employees who are not members of the faculty a bargaining unit are to be evaluated as to their performance in their assigned duties according to uniform procedures determined by the Chancellor and described in Personnel published Human Resources Guides as authorized by the Chancellor distributed to all colleges and offices. The performance of acting, temporary, substitute and probationary employees shall be evaluated annually. Regular employees shall be evaluated as to their performance **annually, with a comprehensive evaluation every three years at least once every two years.**

Background: This Board Rule amendment will correct the Board Rule to conform to current practices and correct terminology.
SUBJECT: RESOLUTION – DISTRICT CLASSIFIED EMPLOYEES RETIREMENT

WHEREAS, The classified employees identified below have been employed with the Los Angeles Community College District for many years; and

WHEREAS, The classified employees have contributed significantly toward providing the highest quality of services to our students and the public on behalf of the Los Angeles Community College District; now, therefore, be it

RESOLVED, That the Personnel Commission and the Board of Trustees of the Los Angeles Community College District do hereby commend the employees for their contributions and extend best wishes in their retirement.

__________________________  __________________________
Steve Veres, President        David Iwata, Chair
Board of Trustees             Personnel Commission
## SUMMARY OF RETIRED CLASSIFIED EMPLOYEES

December 1, 2012 – December 31, 2012

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>JOB CLASSIFICATION</th>
<th>YEARS OF SERVICE</th>
<th>LOCATION</th>
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<tr>
<td>*Brooks</td>
<td>Randy</td>
<td>Operations Manager</td>
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<td>Pierce</td>
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<td>Holley</td>
<td>James</td>
<td>Instructional Assistant, Industrial Tech</td>
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<td>Weston</td>
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<td>Trade-Tech</td>
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<tr>
<td>Richmond</td>
<td>Willie</td>
<td>Administrator of Maintenance &amp; Operations Standards</td>
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*Due to late processing, the following employees were not listed on previous report:
Randy Brooks - Effective date of November 29, 2012
Charles Gibbons - Effective date of November 30, 2012
Subject: CONFERENCE ATTENDANCE AUTHORIZATION

Authorize payment of necessary expenses for Keily Candaele, member of this Board of Trustees, to meet with legislators on Monday, January 28, 2013 in Sacramento, California.
Subject: BUDGET REVISIONS AND APPROPRIATION TRANSFERS

Ratify acceptance of $4,724,945 in income as recommended by the Chief Financial Officer/Treasurer. In accordance with Title 5 of the California Code of Regulations, Section 58307, authorize all the appropriation transfers between major expenditure categories (EXHIBIT I).
EXHIBIT I

BUDGET REVISIONS AND APPROPRIATION TRANSFERS
ALL FUNDS, EXCLUDING BUILDING BOND FUND
January 16, 2013

NEW INCOME (Attachment 1)

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<tr>
<td>Interfund Transfer In</td>
<td>891000-892999</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>893000-897999</td>
</tr>
<tr>
<td>Contribution to Restricted Program</td>
<td>898000-899999</td>
</tr>
<tr>
<td><strong>Total New Income</strong></td>
<td><strong>4,724,945</strong></td>
</tr>
</tbody>
</table>

EXPENDITURES

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>Approved Budget</th>
<th>Budget Revisions</th>
<th>Appropriation Transfers</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>100000-199999</td>
<td>248,396,641</td>
<td>796,760</td>
<td>(149,358)</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>200000-299999</td>
<td>142,766,061</td>
<td>1,193,519</td>
<td>579,954</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>300000-399999</td>
<td>138,647,427</td>
<td>360,665</td>
<td>107,383</td>
</tr>
<tr>
<td>Books/Supplies</td>
<td>400000-499999</td>
<td>28,581,133</td>
<td>251,687</td>
<td>472,646</td>
</tr>
<tr>
<td>Contract Services</td>
<td>500000-599999</td>
<td>89,295,738</td>
<td>586,864</td>
<td>2,810,778</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>600000-699999</td>
<td>29,839,462</td>
<td>494,281</td>
<td>(109,545)</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>700000-709999</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Debt Services</td>
<td>710000-719999</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Tuition Transfers</td>
<td>720000-729999</td>
<td>5,049</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interfunds Transfers</td>
<td>730000-739999</td>
<td>8,017,064</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Direct Support/Indirect Costs</td>
<td>740000-749999</td>
<td>230</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Loan/Grants</td>
<td>750000-759999</td>
<td>344,167,536</td>
<td>30,404</td>
<td>3,300</td>
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<tr>
<td>Other Financing Sources (Except 7902)</td>
<td>760000-799999</td>
<td>25,707,812</td>
<td>1,001,566</td>
<td>(3,715,188)</td>
</tr>
<tr>
<td>Reserve for Contingency*</td>
<td>790200</td>
<td>34,370,462</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,091,794,635</strong></td>
<td><strong>4,724,945</strong></td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

* Reserve for Contingency balance is $34.37 million, which is 7.3% of the Unrestricted General Fund revenue (excluding General Reserve)

All budget revisions and transfers herein are submitted for the Board of Trustees approval in accordance with Title 5 of California Regulations, Sections 58307 and 58308. Appropriation transfers between major expenditure categories are within funds/grants that have been previously received and approved by the Board of Trustees. These transfers have been reviewed by the college administrators and approved by the college Vice Presidents of Administration and College Presidents.

Reviewed by:

Jeanette L Gordon
Chief Financial Officer/Treasurer
### NEW INCOME AND GRANTS

<table>
<thead>
<tr>
<th>BTA NUMBER</th>
<th>FUND/GRANT NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-0136</td>
<td><strong>Passage Project</strong></td>
<td>$593,144</td>
</tr>
<tr>
<td>T-0164</td>
<td><strong>Title V Strengthening Institutions</strong></td>
<td>574,998</td>
</tr>
<tr>
<td>W-0229, W-0278</td>
<td><strong>TRIO/Upward Bound Program</strong></td>
<td>540,430</td>
</tr>
<tr>
<td>D-0406</td>
<td><strong>Temporary Assistance for Needy Families (TANF)</strong></td>
<td>186,683</td>
</tr>
</tbody>
</table>

#### Federal

**Passage Project**

To establish funding for a comprehensive, culturally responsive student support services project designed to address the following weaknesses: (1) low performance levels in core measures of institutional effectiveness among African American males; (2) lack of course alignment and prerequisite enforcement; (3) low levels of student engagement. The Project will target 200 full-time, incoming and current African American male students who are placed in basic skills English courses. Funding is from the United States Department of Education.

**Title V Strengthening Institutions**

To establish funding for a grant to increase the technological infrastructure and capabilities of the college, faculty, students, and staff. The program will support five major activities to include: (1) strengthening the technology infrastructure capacity and creation of a Multi-Media Technology and Training Center; (2) implementation of a faculty professional development technology initiative; (3) development of Student Learning Objectives for Technology Engagement; (4) employing best practices in teaching and learning through the development of Reusable Learning Objectives and hybrid courses; (5) piloting a Summer Technology Academy for first-time students, including E-Portfolios. Funding is from the United States Department of Education.

**TRIO/Upward Bound Program**

To provide funding for college preparatory services to low-income youth from four high schools (Los Angeles, Crenshaw, Dorsey, and Hamilton). Services include tutoring, academic advisement, study skills development and career guidance workshops, exposure to college campuses, and assistance with college and financial aid applications. The program is funded to serve 120 students. Funding is from the United States Department of Education.

**Temporary Assistance for Needy Families (TANF)**

To accept additional funds to provide coordination of specific student services designed to assist welfare recipient students to obtain the educational level they need to transition off of welfare and ultimately achieve long-term self-sufficiency. The TANF program, in conjunction with the CalWORKs program, serves approximately 6,000 students. These additional funds bring the total program funding to $1,025,995. Funding is from the United States Department of Health and Human Services.
Career Technical Education (CTE) Transitions Grant

To provide funding for enhanced student services to transition students from secondary to postsecondary education and on to the world of work. The program will assist participants in Outreach/Career Exploration through application assistance, proctor assessment and interest examinations, and workshops in researching career information, work-based learning, and internship placements. Funding is from the United States Department of Education.

Family Child Care Homes Education Network

To provide funding to develop a network of licensed and accredited family child care homes, which will be monitored and supported in their endeavor, to provide professional child care services of the highest quality for infants, toddlers, preschoolers and school-age children and provide funding to eligible parents/students to cover the costs of such services. The Network consists of family child care providers who are licensed through the State of California Department of Social Services. Funding is from the United States Department of Human and Health Services.

Gear Up 4 Los Angeles (LA)

To provide funding to significantly increase student success at the middle school level by providing services to 200 students a year on college persistence and preparation for life-long learning. Components of the program include strong academic program for students, early college readiness tests, concurrent enrollment programs and college visits for students. Funding is from the United States Department of Education.

Consortium for Bioscience Credentials

To establish funding for a program to provide Bio Tech training to over 300 individuals. The training will cover a variety of topics in the Bio Tech field and ultimately lead to gainful employment with local Bio Tech employers. Funding is from the United States Department of Labor.

TOTAL FEDERAL $2,837,946
State

D-0405  
**CalWORKs**  
$432,128

To accept additional funds to provide coordination of specific student services designed to assist welfare recipient students to obtain the educational level they need to transition off of welfare and ultimately achieve long-term self-sufficiency. The CalWORKs program, in conjunction with the TANF program, serves approximately 6,000 students. These additional funds bring the total program funding to $2,319,323. Funding is from the United States Department of Health and Human Services. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

D-0407  
**CalWORKs Child Care Program**  
192,575

To accept additional funds to provide coordination of specific student services designed to assist welfare recipient students to obtain the educational level they need to transition off of welfare and ultimately achieve long-term self-sufficiency. The CalWORKs program, in conjunction with the TANF program, serves approximately 6,000 students. These additional funds bring the total program funding to $1,083,705. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

D-0448  
**Credit Matriculation Program**  
158,932

To adjust funding for the Credit Matriculation Program at all nine college locations based on the 2012-2013 First Principal (P1) Allocations for Matriculation released by the State Chancellor’s office. The District received an adjustment of $158,932. These additional funds bring the district total to $3,519,622. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

D-0449  
**Non-Credit Matriculation Program**  
26,372

To adjust funding for the Non-Credit Matriculation Program at all nine college locations based on the 2012-2013 First Principal (P1) Allocations for Matriculation released by the State Chancellor’s office. The District received an adjustment of $26,372. These additional funds bring the district total to $527,450. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

E-0183  
**California Early Childhood Mentor Program**  
3,750

To establish funding for 10 experienced classroom teachers to mentor 30 student teachers from community colleges. Student teachers are placed in the mentor’s classroom in an effort to create new career opportunities for experienced teachers, decrease teacher turnover, and improve the quality of child care. Funding is from the California State Department of Education.
**Child Development Training Consortium Program**

To establish funding to address the critical shortage of qualified early childhood teachers in the state of California. The program will assist child development program students in meeting the educational requirements for any of the Child Development Permits. An estimated 30 to 50 students will be enrolled in the program. Funding is from the California Department of Education.


**Interactive Digital Center**

To establish funding for a program to provide professional development for Harbor faculty to train faculty to teach digital design students with Computer Assisted Design (CAD) skills how to translate content into virtual reality programming that can run on PC and notepad computers, including iPads. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).


**Building Healthy Communities Initiative Grant**

To establish funding for a consortium to address three of the Student Mental Health Strategic Plan priorities that include faculty and staff training, peer-to-peer support, and suicide prevention. Funding is from the Foundation for California Community Colleges.


**E-Transcripts**

To establish funding to participating colleges and universities throughout the state who commit to sending and receiving official transcripts electronically from other participating California colleges and universities. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).


**County Learning Academy**

To establish funding to provide workshops to upgrade the skills of 1,290 County of Los Angeles incumbent workers. These workshops will cover communication, math, and business writing to create advancement options for employees and open avenues for new positions within the county system. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).


**Baxter Bioscience Training**

To establish funding to provide workshops to upgrade the skills of 150 Baxter BioScience incumbent workers. These workshops will cover a variety of technical topics in order to create advancement options and open avenues for new positions within the company. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

**TOTAL STATE**

$1,832,420
Local

**Community Services**

D-0444
$4,525

To establish the budget for the Community Services program administered through the Economics and Workforce Development Office for actual receipts from classes provided.

**Rental Income – College Site**

E-0241
7,060

To augment the Contracts-Personal Services account in the General Fund at East Los Angeles College from income collected from Rentals-College Site.

**Financial Aid - Private Loan Program**

D-0410, D-0454
13,404

This funding is from private banks or companies who provide a loan for students to attend college. The loan request is initiated by the student through the financial aid office which refers the student to a bank or lending institution of the student’s choice. The District will act as an intermediary to receive the funds from the lender and distribute them to the student. The student will have a private agreement with the lender and is responsible to pay back the loan. These two loans are originated at Pierce College.

**Technical & Career Education**

T-0152, T-0153, T-0177, T-0182, T-0186, T-0196, T-0197, T-0198, T-0199
17,515

To provide funding at Los Angeles Trade-Technical College to conduct non-credit instruction and vocational/extension training workshops and to purchase instructional equipment. Funding is from PSI trainings, ACT Center fees, OSHA Certificate fees, the Southern California Regional Transit Training Consortium, Cosmetology Department fees, the Foundation for California Community Colleges, and the Peralta Colleges Foundation.

**Donation**

P-0055
6,000

To accept a donation to fund a Summer Veterinary Clinic at Pierce College. Funding is from the Pierce College Foundation.

**Donation**

V-0218
100

To accept a donation to the Chemistry department at Los Angeles Valley College to be used for purchasing equipment for the Chemistry department laboratories. Funding is from Mr. Ted Fickel.

**Dedicated Revenue – Other Income**

V-0219, V-0220
2,276

To accept income collected from the Los Angeles Valley College’s Spirit Club to be used for purchasing supplies for various sports in the Athletics department at Los Angeles Valley College.

**Labor Cost Reimbursement**

D-0447
2,499

To augment the Office Supplies account in the General Fund at the District Office from income collected from Bank of America to reimburse the Accounting Office for work performed.
Journalism Program

To augment the Travel and Other Expense accounts in the General Fund at Los Angeles City College and Los Angeles Valley College from income generated by the Journalism Program.

<table>
<thead>
<tr>
<th>TOTAL LOCAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$54,579</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,724,945</td>
</tr>
</tbody>
</table>

Organizational Membership

In accordance with Education Code 72670, the following organizations are submitted for Board approval:

Amend the List of Organizational Memberships to include Mountain Measurement, Inc. with annual dues of $563. This request originated from Los Angeles Valley College.

**Background:** Membership in this organization assists the college in analyzing examination results for candidates applying for Registered Nursing Licensure in California and is used in the Education Master Plan for the college’s accreditation.
Subject: AMEND CHAPTER VII, ARTICLE VI OF THE BOARD RULES

Amend Chapter VII, Article VI of the Board Rules as follows:

7600. BUDGET POLICY. The annual Budget is the official document through which the District expresses its educational plan in terms of planned expenditures. The budget is a tool for obtaining the most efficient and effective utilization of the District's fiscal resources. This is accomplished by compiling a complete listing of the District's priorities to determine where funds may be used most advantageously. It should be realized that budgeting is, by necessity, a continuing process of monitoring, reviewing, evaluating, and adjusting.

7601. BUDGET CALENDAR. Annually there should be presented to the Board a Budget Calendar establishing the dates for the completion of various phases of budget preparation and a schedule of meetings to comply with provisions of law governing District budgets. Specifically, dates must be established for the following: Chancellor's Budget, Tentative Budget, Publication Budget, and Final Budget.

7602. CHANCELLOR'S BUDGET. The Chancellor shall submit to the Board of Trustees a budget reflecting his recommendations for the District's educational plan in terms of the planned expenditure of fiscal resources.

7603. TENTATIVE BUDGET. The Tentative Budget shall be prepared in accordance with the approved Budget Calendar, presented for adoption at a regular meeting of the Board, and filed with the County Office of Education Superintendent of Schools on or before July 1. The Tentative Budget provides budgetary authorization at the start of the fiscal year. Following adoption of the Tentative Budget, but no earlier than May 15, up to 50 percent of any appropriation in the Tentative Budget, and up to 100 percent of designated appropriations may be encumbered or expended. Upon adoption of the Final Budget, all appropriations may be encumbered or expended as authorized.

7604. PUBLICATION BUDGET. On or before the 15th day of July the County Superintendent of Schools will return the Tentative Budget indicating his changes thereon. The Board shall make such changes in the Tentative Budget as it deems desirable. The Publication Budget shall be sent to the County Superintendent of Schools not later than the 20th of July.

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor
7605. FINAL BUDGET. On or before the 10th 15th of August September, the Board shall adopt and file such Budget with the County Superintendent of Schools on the appropriate State forms.

A Public hearing will be held during or prior to the adoption of the Final Budget and at which any taxpayer in the District may appear and object to the proposed Budget or any item in the Budget.

7606. BUDGET CHANGES. Changes between major objects of expenditures shall be submitted to the Board for approval. Requests for such changes are expected to be few in number and to be based on circumstances that could not reasonably have been anticipated at the time of Budget preparation. A statement of purpose of the proposed change shall accompany the request. Under no circumstances shall work be done or commitments be made before approval of the change.

However, the Chancellor or his authorized representative may make and change such appropriations and allotments as he deems necessary.

7608. INTERIM FINANCIAL REPORTS. Financial reports showing the current status of the income and expenditures of the District in relation to the Budget shall be prepared by the Business Services Division Chief Financial Officer/Treasurer and submitted to the Board of Trustees by the Chancellor as of the last day of each month, October through June, inclusive. The Chancellor shall provide the district's quarterly financial status report to the Board of Trustees.

7609. MAJOR OBJECTS OF EXPENDITURE. A major object of expenditure is the amount of money authorized by the Board for the particular use indicated by the designated classification established in accordance with Education Code Section 85200. The classifications are: 1000 Certificated Salaries; 2000 Non-Certificated Salaries; 3000 Employee Benefits; 4000 Books, Supplies, and Equipment Replacements; 5000 Contract Services and Other Expense; 6000 Sites, Buildings, and Equipment; 7000 Other Outgo.

7610. WITHHOLDING WARRANT SIGNATURE. The Chief Fiscal Officer is authorized to withhold signature from District warrants when:

A. Disbursement of the funds will result in the total amounts expended in any major account classification to exceed the amount budgeted.

B. Established procedures have not been followed to permit verification of authenticity of the expenditure.

7620. DEFINITION. "Chief Fiscal Officer," as used in this chapter is synonymous with "Chief Accounting Officer," as used in the Education Code.

7650. EXPENDITURE AUTHORIZATION OF CHIEF FISCAL OFFICER.

Sections 7650.10 through 7695 indicate Board authorization of the Chief Fiscal Officer to make payments and issue warrants in specific circumstances.
7650.10 UTILITIES. The Chief Fiscal Officer is authorized to make payments for utility services, including electricity, gas, telephone and telegrams, U.S. Postage, and water, the rates for which are regulated by public regulatory bodies, after review and approval by appropriate administrator of the amounts to be paid, without further reference to the Board.

7650.11 ANNUAL SUPPLY CONTRACTS. The Chief Fiscal Officer is authorized to pay for invoices for supplies, materials and/or services ordered and received under annual supply and services contracts, without further reference to the Board, in accordance with the terms of these contracts and subject to approval of the invoices by an appropriate administrator.

7650.12 PERISHABLE MATERIALS. The Chief Fiscal Officer is authorized to pay for direct purchases 1) standard perishable materials required for use by the cafeteria, home economics, or science materials, which cannot be readily obtained through the regular ordering procedures, provided, that such direct purchases do not exceed maximum amounts therefore established by the Chancellor through the Business Manager, pursuant to the provisions of the Education Code, and determined by average daily attendance, or the needs of each particular class, or both directly to the seller, or if the purchaser pays the seller therefore, such payment shall be refunded to said purchaser; provided, that itemized bills therefore, properly certified and approved by an appropriate administrator, shall be submitted by the claimant.

7650.13 TAXES. The Chief Fiscal Officer is authorized to issue warrants to transfer the amounts to an approved depository, in accordance with the procedure established by the U.S. Treasury Department.

7650.14 FEES. The Chief Fiscal Officer is authorized to deposit with the County Treasurer in the usual manner, amounts received from the Veterans Administration as enrollment fees. Also he is authorized to refund any overpayment of enrollment fees remitted to the District.

7650.15 COMPENSATION REFUNDS. The Chief Fiscal Officer is authorized to issue warrants refunding overpayments of wage loss benefits, upon written request from the State Compensation Insurance Fund. The Chief Fiscal Officer is also authorized to issue warrants to reimburse employees for excess payments of wage loss benefits which have been remitted to the District by the State Compensation Insurance Fund.

7650.16 FEE REFUNDS. The Chief Fiscal Officer is authorized to make refunds of fees from employees participating in in-service training point projects based upon requests certified by the Division of Human Resources.

7650.17 REFUNDS. The Chief Fiscal Officer is authorized to issue warrants for payments necessary to correct deposit errors, refund deposits, or refund overpayments received by the District. It is understood that:

A. Each case will be investigated, and a recommendation made by the Chief Accountant or his/her respective principal assistant.
The recommendations will be reviewed by the Chief Fiscal Officer.

A file will be maintained of all such transactions which will be available for review by the contract auditors or any other authorized persons.

SALES AND USE TAX. The Chief Fiscal Officer is authorized to remit directly to the State Board of Equalization all sales and/or use taxes, which are payable under California law and which are not collected by the vendor at time of purchase.

EFFECTIVE DATE OF EMPLOYMENT. The effective date of employment for a new employee will be the date that the Request for Personnel Action is approved by the Chancellor or his designee. Employment will not commence before such approval has been granted. Payment for time worked prior to the approval of a Request for Personnel Action will not be made unless approved by an action of the Board of Trustees.

PAYROLL INPUT. The Chief Fiscal Officer is responsible for procedures and systems to determine the accuracy of employee time reporting for payroll purposes.

RECOVERING OVERPAYMENTS TO EMPLOYEES. Upon discovering that an overpayment was inadvertently made to an employee, the Chancellor or his/her designee shall promptly notify said employee in writing of the overpayment and seek immediate reimbursement of the District funds. Reimbursement methods may include a personal check from the employee payable to the District for the entire amount of the overpayment or the establishment of a payment plan whereby the employee reimburses the District for an agreed upon amount each pay period.

If after the third request, an employee refuses to either reimburse the District entirely or to set up an agreeable payment, the Chancellor or his/her designee is authorized to initiate legal action against the employee in the appropriate court of law.

PAYROLL SAVINGS BONDS. The Business Services Division Chief Financial Officer/Treasurer is authorized to establish a Voluntary Payroll Savings Plan for the purchase of U.S. Savings Bonds, Series E, in accordance with U.S. Treasury Department regulations, by payroll deductions authorized by employees, and that the Chief Accountant be directed to act on behalf of the District as Issuing Agent and other matters related to the administration of the Plan.

REVOLVING CASH FUND. A Revolving Cash Fund, in the sum of twelve thousand five hundred dollars ($12,500) for each college and the District Office, is hereby authorized. The Chief Fiscal Officer shall use these funds for services or material, the securing or purchasing of which is a legal charge against the District.

WARRANT SIGNATURE. The Controller Chief Financial Officer/Treasurer shall be designated as the Chief Fiscal Officer and the Chancellor as alternate, shall be certified in accordance with the provisions of Education Code Sections 85232 and 85233, to sign "A" and "B" warrants on behalf of the District and the Board of Trustees.
Subject: RESOLUTION AUTHORIZING THE BORROWING OF TAX AND REVENUE ANTICIPATION NOTES (TRANS)

Adopt the attached Resolution Approving the Borrowing of Funds for Fiscal Year 2012-13 and Authorizing the Issuance and sale of 2012-13 Tax and Revenue Anticipation Notes for Los Angeles Community College District and Authorizing the Execution and Delivery of Documents related thereto in an amount not to exceed $80,000,000.

Background: Due to the uncertainty associated with the State Budget and its cash flow situation, as a precautionary measure we are requesting approval to initiate the issuance of Tax and Revenue Anticipation Notes (TRANS) if and when necessary during 2012-13 fiscal year.
LOS ANGELES COMMUNITY COLLEGE DISTRICT RESOLUTION

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013; THE ISSUANCE AND SALE OF A 2012-2013 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the “Legislative Body”) of the community college district specified in Section 23 hereof (the “District”) has determined that a sum (the “Principal Amount”), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2013 (“Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize by resolution the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected Unrestricted Revenues (defined herein) available for the payment of the principal of the Note and the interest thereon;
WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of such Unrestricted Revenues;

WHEREAS, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the “Program”), whereby participating local agencies (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, the underwriter or placement agent appointed in Section 21 hereof (the “Underwriter”), will structure one or more pools of notes or series of note participations (referred to herein as the “Note Participations”, the “Series” and/or the “Series of Note Participations”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee pursuant to a trust agreement (the “Trust Agreement”) among such Issuers, the District, the California Community College Financing Authority (the “Authority”) and Wilmington Trust, N.A., as trustee (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or
other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Reimbursement Obligations, if any (as defined herein);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter or placement agent pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the “Purchase Agreement”) or sold on a competitive bid basis;

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.
Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 et seq. of the Act, designated the District’s “2012-2013 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed the rate authorized by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”).

If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the “Secured Percentage”) shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.
Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a “Taxable Note”). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the “Pricing Confirmation”), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the “Authorized Representatives”), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the Note Rate shall not exceed that authorized by law, and that the District's pro rata share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent
proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement, defined herein, if any, and will also be set forth in the Final Official Statement, defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

To the extent necessary, the Legislative Body hereby approves the preparation of a preliminary official statement (the “Preliminary Official Statement”) and a final official statement (the “Final Official Statement”) in connection with the offering and sale of the Note Participations. The Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”), is hereby deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations.
Participations, for and in the name and on behalf of the District, to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District’s Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District’s Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an “Event of Default” hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, “Reimbursement Obligations” shall mean any obligations of the District to the Credit Provider under the Credit Instrument and/or the Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the
Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, to the extent permitted by law, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund, or applicable subaccount thereof, held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and
invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are apportionments which otherwise would be received between July 1, 2012 through June 30, 2013, but which, due to the deferral of such apportionments by the State will not be received until after June 30, 2013 ("Deferred Revenues"). The Deferred Revenues shall be accrued to the Repayment Fiscal Year and are hereby determined to be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") received in the Repayment Months (as such term is defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys thereof lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District’s general fund to be designated the “2012-13 Tax and Revenue Anticipation Note Payment Account” (the “Payment Account”), and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, a subaccount of the Payment Account (the “Payment Subaccount”) may be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation (each individual month a “Repayment Month” and collectively “Repayment Months”) (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District’s other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.
Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

To the extent the District’s Note is payable from Deferred Revenues, the Pricing Confirmation may specify that the deposits into the Payment Account from such Deferred Revenues may be made during a month subsequent to the respective Repayment Month, but in no event later than one month prior to the Maturity Date of the District’s Note.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such
payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the “District Certificate”), exceed fifteen million dollars ($15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars ($5,000,000), the following paragraph will apply, and in such case, the District shall be deemed a “Safe Harbor Issuer” with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.
Section 9. **Execution of Note; Registration and Transfer.** Any one of the Treasurer of the County or comparable officer, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Officers or the Secretary or Clerk of the Legislative Body of the District, or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for
cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.
(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) Reserved.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District’s most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District’s financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or
contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors’ rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District’s Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2012-2013 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in
Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2012-2013 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid
hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts
due hereunder, and upon notice to the District the same shall become immediately
due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for
acceleration of payment on the Note) which may appear necessary or desirable to
collect the amounts then due and thereafter to become due hereunder or to enforce
any other of its rights hereunder.

Notwithstanding the foregoing, if the District’s Note is secured in whole or in part
by a Credit Instrument or if the Credit Provider is subrogated to rights under the District’s Note,
as long as the Credit Provider has not failed to comply with its payment obligations under the
Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event
of Default hereunder, and the Credit Provider’s prior consent shall be required to any remedial
action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not
reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and
interest on the Note due to a default in payment on the Note by the District, or if any principal of
or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted
Note, the unpaid portion (including the interest component, if applicable) thereof or the portion
(including the interest component, if applicable) to which a Credit Instrument applies for which
reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and
shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District’s
obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to
Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar
and authenticating agent for the Note. The District hereby directs and authorizes the payment by
the Trustee of the interest on and principal of the Note when such become due and payable, from
the Payment Account held by the Trustee in the name of the District in the manner set forth
herein. The District hereby covenants to deposit funds in such account at the time and in the
amount specified herein to provide sufficient moneys to pay the principal of and interest on the
Note on the date on which it matures. Payment of the Note shall be in accordance with the terms
of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and
authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized
Representatives of the District are hereby authorized and directed to execute the Note and cause
the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions
of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and
agents of the District or this Legislative Body with respect to the sale and issuance of the Note
and participation in the Program are hereby approved, confirmed and ratified and the Authorized
Representatives and agents of the District are hereby authorized and directed, for and in the name
and on behalf of the District, to do any and all things and take any and all actions and execute
any and all certificates, agreements and other documents which they, or any of them, may deem
necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(A) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(B) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(D) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(E) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.
Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Note Participations may be modified by the Purchase Agreement.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. (A) The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Legislative Body, signed copies of this resolution shall be transmitted by the secretary or clerk of the Legislative Body to the treasurer of the county (the “County”) in which the District is located, to the County’s board of supervisors (the “County Board”), and to the County’s superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued as part of the Program, in conjunction with the note or notes of one or more community college districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other community college districts, transmittal of this
Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, and notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

Section 20. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets, LLC, Los Angeles, California, or such other underwriter as may be identified in the Purchase Agreement, is hereby appointed as lead Underwriter for the Program. The one or the several underwriters as may be identified in the Purchase Agreement are hereby appointed as Underwriter for the Program.
Section 22. Form 8038-G; Continuing Disclosure. (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers; (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB); (vi) unscheduled draws on debt service reserves reflecting financing difficulties; (vii) unscheduled draws on the credit enhancement reflecting financial difficulties; (viii) substitution of credit or liquidity providers, or their failure to perform; and (ix) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner through the Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District’s outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) optional, contingent or unscheduled bond calls; (iv) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (v) release, substitution or sale of property securing repayment of the Note; (vi) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (vii) appointment of a successor or additional Trustee or the change of name of such Trustee.
Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositaries or other intermediaries).

(F) The District’s obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:
(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District’s share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.
Section 23. Resolution Parameters.

(a) Name of District: LOS ANGELES COMMUNITY COLLEGE DISTRICT

(b) Maximum Amount of Borrowing: $80,000,000

(c) Authorized Representatives:

TITLE

(1) Chancellor

(2) Chief Financial Officer

(3) Budget Director

[REMAINDER OF PAGE LEFT BLANK]
Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 16th day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

By: __________________________
    President, Board of Trustees

Attest:

____________________________
    Secretary, Board of Trustees
EXHIBIT A
FORM OF NOTE
LOS ANGELES COMMUNITY COLLEGE DISTRICT
2012-2013 TAX AND REVENUE ANTICIPATION NOTE, SERIES __/3/

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Date of Original Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Repayment Date</td>
<td>Second Repayment Date</td>
<td>Third Repayment Date</td>
</tr>
<tr>
<td>% (Total of principal and interest due on Note at maturity)</td>
<td>% (Total of principal and interest due on Note at maturity)</td>
<td>% (Total of principal and interest due on Note at maturity)</td>
</tr>
</tbody>
</table>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the “District”) acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A. in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided,

If more than one Series is issued under the Program in the Repayment Fiscal Year.

Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).
however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District, and which are available for payment thereof (collectively, the "Unrestricted Revenues"). As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received during the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together
with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

LOS ANGELES COMMUNITY COLLEGE
DISTRICT

By: [no signature/form only] ____________________________
    President, Board of Trustees

Countersigned

By: [no signature/form only] ____________________________
    Secretary, Board of the Trustees
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WILMINGTON TRUST, N.A., as Trustee

By: [no signature/form only] Authorized Officer
To be used only if Credit Instrument is a policy of municipal bond insurance.
Subject: **RATIFICATIONS FOR BUSINESS SERVICES**

In accordance with the California Education Code and Los Angeles Community College District Board Rules, the following routine transactions are reported for ratifications:

A. **PURCHASE ORDERS** 722 issued from November 1, 2012 to November 30, 2012 which totaled $1,384,435.

B. **FACILITIES ORDER FORMS** 52 issued from November 1, 2012 to November 30, 2012 which totaled $112,082.

C. **AGREEMENTS FOR ART MODELING SERVICES** 11 issued which totaled $2,396.

D. **AGREEMENTS FOR ATHLETIC OFFICIATING SERVICES** 92 issued which totaled $10,300.

E. **CONTRACT EDUCATION AGREEMENT**

   Agreement No.: 4500181080

   (Total Income: $48,000)

F. **LEASE OF EQUIPMENT AGREEMENTS**

   Agreement Nos.: 4500181124; 4500181126

   (Total Cost: $41,165)

G. **LEASES, USE PERMITS AND CIVIC CENTER PERMITS OF DISTRICT FACILITIES**

   Agreement No.: 4500181199; 4500181378

   (Total Income: $6,200)

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By: _____________________________ Date _____________________________

[Student Trustee Advisory Vote]
H. LICENSE AGREEMENTS

Agreement Nos.: 4500124654(renew); 4500181256

(Total Cost: $19,251)

I. MAINTENANCE AGREEMENTS

Agreement Nos.: 4500131912(amend); 4500180960; 4500181069; 4500148353(extend); 4500181081; 4500136064(renew)

(Total Cost: $53,608)

J. STUDENT INTERNSHIP AGREEMENTS

Agreement Nos.: 4500180822; 4500179618; 4500179619; 4500119812(amend); 4500132984; 4500181024; 4500181034; 4500179212

(Total Cost: $0)

K. SERVICE AGREEMENTS

Agreement Nos.: 4500137200(renew); 4500154670(renew); 4500166116(amend); 4500168703(amend); 4500180756; 4500180819; 4500180869; 4500181242; 4500181358; 4500181066; 4500181130; 4500181146(renew); 4500131288(amend); 4500133934(amend); 4500131942(renew); 4500134761(amend); 4500134764(amend); 4500147423(renew); 4500163456(extend); 4500180871; 4500181250; 4500155120(renew); 4500181157; 4500181210; 4500174215(amend); 4500180963; 4500180965; 4500180966; 4500180967; 4500181082; 4500165456(renew); 4500180905; 4500181158; 4500179013(correct); 4500153317(renew); 4500180842; 4500181140; 4500180873; 4500180874; 4500180875; 4500180876; 4500180877; 4500180878; 4500181049; 4500181143

(Total Cost: $3,662,139)

L. SPECIAL GRANT FUNDED AGREEMENTS

Agreement Nos.: 4500139750(amend); 4500154648(amend); 4500157257(amend); 4500168712(amend); 4500180861; 4500181244; 4500136411(renew); 4500120395(renew); 4500153658(amend); 4500181084; 4500181247; 4500174221(amend); 4500180962; 4500181020; 4500181075; 4500181083; 4500180906; 4500180994;
M. SHORT TERM AGREEMENTS PREPARED AT SITE LOCATIONS FOR SERVICES, RENTAL & MAINTENANCE OF EQUIPMENT, AND LICENSE & MAINTENANCE OF SOFTWARE $5,000 OR LESS PER YEAR

Agreement Nos.: 4500180913; 4500179948; 4500180343; 4500180348; 4500180601; 4500180224; 4500180295; 4500180525; 4500180553; 4500180554; 4500180934; 4500179710; 4500180205; 4500180660; 4500180904; 4500180213; 4500180221; 4500180223; 4500180289; 4500180292; 4500180293; 4500180837; 4500181051; 4500178891; 4500180573; 4500180957

(Total Cost: $45,732)

N. SETTLEMENT OF CLAIM

Claim No.: 12K07882

(Total Cost: $4,999)
Subject: BUSINESS SERVICES ROUTINE REPORT

I. AUTHORIZE SERVICE AGREEMENT

Authorize agreement with SAP Public Services, Inc. for maintenance of mySAP, Payroll Tax, Employee Self Service (ESS), Mercury QC software, NetWeaver, Public Budget formulation, Adobe enabled Interactive Forms, Manufacturing Integration and Intelligence (MII), Multi-Resource Scheduling (MRS) and dashboard reporting features modules of the SAP Enterprise System software, from January 1, 2013 to December 31, 2013, inclusive, at a total cost not to exceed $689,813.

Background: Funding is through District Office Information Technology funds.

II. AUTHORIZE LEASE AGREEMENT

Pursuant to Public Contract Code 20652, (a) find that it is in the best interest of the District to procure under the authority of the County of Los Angeles Contract No. MA-IS-1140174-4, and (b) authorize an agreement with Xerox Corporation for lease and maintenance of a Xerox D215 printer and 770 digital color press production unit for the District Office Reprographics Department for a 72-month period beginning approximately on February 1, 2013, at a monthly lease cost of $7,081.

Background: The lease on the current production printer expires in August 2013. Xerox Corporation will allow for the early termination of this lease to provide for a new digital printer and production color unit with superior performance capabilities. Funding is through the General Fund.

III. AUTHORIZE DESTRUCTION OF RECORDS

Authorize the destruction of the following Los Angeles Mission College Financial Aid Class 3 Disposable records.

A. Seven boxes containing approximately 35,000 student financial aid documents from the Academic Year 2011-2012.
B. Five boxes containing approximately 25,000 student financial aid documents from the Academic Year 2010-2011.

C. One box containing approximately 2,500 student scholarship documents from the Academic Year 2006-2007.

D. One box containing approximately 812 student BOGG documents from the Academic Year 2009-2009.

E. One box containing approximately 3,000 student scholarship documents from the Academic Year 2011-2012.

Background: In accordance with Title V of the California Code of Regulations and the Board’s Records Policy (Board Rule 7706 et seq.), the Vice President of Administration has determined that the listed Class 3 Disposable Records are no longer needed in paper format since they have been preserved and maintained beyond their required retention, and that no records included in this Action conflict with the Board’s Records Retention Policy.

IV. RATIFY SERVICE AGREEMENT

Ratify agreement with WestEd to provide assessment and evaluation of the Trade Adjustment Assistance Community College Career Training Program (TAACCCT) at East Los Angeles College, during the period December 1, 2012 to September 30, 2016, inclusive, at a total cost of $300,000.

Year 1 (12/01/2012-09/30/2013) $100,000.00
Year 2 (10/01/2013-09/30/2014) $100,000.00
Year 3 (10/01/2014-09/30/2015) $100,000.00
Year 4 (10/01/2015-09/30/2016) $ 0.00

Term of this contract is from 12/01/2012-09/30/2016.

Background: This agreement is the result of a request for proposals (RFP) issued and conducted by the WestEd works on multitudes of evaluation and research-based projects across the country, in partnerships with schools, agencies, policymakers, and corporations involved in education and human development, with the primary goal of success for every learner. WestEd helps its clients assess students' knowledge of science, develop mentoring programs, create fair and effective standardized assessments to inform instruction, and improve programs for English learners and students with disabilities. WestEd develops and shares knowledge with educators and community leaders about youth resiliency and health, school climate, mathematics and literacy, and technology to enhance learning, culture, and early childhood. The roots of WestEd go back to 1966, when Congress funded regional laboratories across the country to find practical ways to improve the education of our nation's children. Charged with "bridging the gap between research and practice," a number of the original 20 Regional Educational Laboratories grew beyond their initial charge and developed into
successful organizations. Two in particular — the Southwest Regional Educational Laboratory (SWRL) and the Far West Laboratory for Educational Research and Development (FWL) — evolved beyond their laboratory roots, eventually merging in 1995 to form WestEd.

V. RATIFY AGREEMENTS TO LICENSE TELECOURSES

A. Ratify agreement with Coast Community College District, for the period from July 1, 2012 through June 30, 2015, to license telecourses as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>License Fee</th>
<th>Additional fee per student enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultural Anthropology: Diverse World</td>
<td>$1,200 for the first year, with no additional charge for the next two years</td>
<td>$20</td>
</tr>
<tr>
<td>Physical Anthropology: The Evolving Human</td>
<td>$500 per semester</td>
<td>$20</td>
</tr>
<tr>
<td>Psychology: The Human Experience</td>
<td>$1,200 for the first year, with no additional charge for the next two years</td>
<td>$20</td>
</tr>
<tr>
<td>Statistics: Statistically Speaking</td>
<td>$500 per semester</td>
<td>$20</td>
</tr>
</tbody>
</table>

B. Ratify agreement with Dallas Community College District for the period from July 1, 2012 through June 30, 2013, as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>License Fee</th>
<th>Additional fee per student enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Writer’s Circle (English 101) and Writer’s Odyssey (English 103)</td>
<td>$1500 per semester</td>
<td>$22</td>
</tr>
<tr>
<td>Choices and Change: Microeconomics (Economics 1)</td>
<td>$1000</td>
<td>$22</td>
</tr>
</tbody>
</table>

C. Ratify agreement with Intelecom for the period from July 1, 2010 through June 30, 2011, for use and broadcast rights of courses offered in 2010-2011, for a total of $69,867.51.

Background: These licensing fees provide courses for the District’s Instructional Television program (“ITV”) and were submitted by the College in the spring of 2012. Intelecom is a nonprofit organization that serves as the managing and fiscal agent for a consortium of Southern California community colleges to provide distance learning services, which bills two years in arrears for budget planning by its members.
Education Code section 81651 allows for the purchase of supplementary textbooks, library books, and educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the schools of the district without taking estimates or advertising for bids. Funding is through the Mission College Instructional Television Operations.

VI. RATIFY JOINT POWERS AGREEMENT

Ratify joint powers agreement effective April 14, 2009 through April 13, 2014, to continue the District’s membership in the Southern California Consortium for Community College Television (“Consortium”).

Background: The Consortium was established more than thirty years ago to provide cooperative distance education services, and the District has been a member since its inception. Continued membership allows the District to obtain licensed courses for broadcast at discounted membership rates. The Consortium includes 31 Southern California community colleges from 16 partner districts.

VII. RATIFY ACCEPTANCE OF DONATIONS

Ratify the following donations and express appreciation to the donor for their contributions to the District’s educational program.

Los Angeles Mission College

A. Twelve rolls of 4x25 feet lighting diffusion gels, from Mr. Adam Erhler, valued at $1,500 by the donor, to be used by the Multimedia Department.

B. Cash donation of $2,500, from Los Angeles Mission College Foundation, to be used to pay for half of the membership due for the Valley Economic Alliance.
Subject: FACILITIES PLANNING AND DEVELOPMENT ROUTINE REPORT

The following items are recommended for approval by Facilities Planning and Development as part of the Consent Calendar for the Board of Trustees Meeting Agenda for the date shown.

The Consent Calendar may be approved with a single vote. Any member of the Board of Trustees has the authority to remove any item listed and have it included on the Action Calendar for a separate vote.

Information regarding each item on the Consent Calendar can be found in FPD1 – Resource Document.

I. AUTHORIZE NAME CHANGE

A. Authorize the use of a change of name to Agreements 50054, 50200, and 50248 with Sigma Engineering, a Division of EORM to now use the formal and legal business name Environmental & Occupational Risk Management, Inc.

B. Authorize the use of a change of name to Agreement No. 40207 with NetSecure to now use the formal and legal business name SecureNet Solutions, Inc.

II. AUTHORIZE PROFESSIONAL SERVICE AGREEMENTS

A. Authorize an agreement with DLR Group, Inc. of California to provide design services for the Cesar Chavez – Administration Building Modernization project at Los Angeles City College.

B. Authorize an agreement with DLR Group, Inc. of California to provide continued design services for the Library Learning Resource Center project at Los Angeles Harbor College.

C. Authorize an agreement with Global Edge to provide independent monitoring services utilizing conflict management software for management of the Bond program at Los Angeles Mission College.

D. Authorize actions for an agreement with Arup North America Ltd. to provide continued commissioning services for the Learning Assistance Center/Library Renovation project at Los Angeles Trade Technical College.

E. Authorize an agreement with Oracle America, Inc. to provide training for the Student Information System (SIS) Peoplesoft proprietary software on a Task Order basis District-wide to be issued incrementally at the direction of the District’s Chief Information Officer.

Recommended by: Adrienne D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By: ___________________________ Date ___________________________
III. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICE AGREEMENTS

A. Authorize Amendment No. 2 to Agreement No. 33205 with Gonzalez Goodale Architects to provide additional design services for the South Gym Modernization project at Los Angeles City College.

B. Authorize Amendment No. 3 to Agreement No. 32796 with Steinberg Architects to provide additional Design-Build criteria and programming services for the Student Union, Astronomy, Infrastructure, Landscaping & Security - SAILS Project at Los Angeles Harbor College.

C. Authorize Amendment No. 2 to Agreement No. 33242 with Richard Berliner Architects Inc. d/b/a Berliner and Associates Architecture, Inc. to provide additional design services for the Student Learning Environments (SLE) - South of Mall - Americans with Disabilities Act (ADA)/Landscaping/Technologies/Low Voltage project at Pierce College.

D. Authorize Amendment No. 1 to Agreement No. 33219 with American Commissioning Group, LLC to provide additional whole building commissioning services for the Expanded Auto and New Technical Facilities Building project at Pierce College.

E. Authorize Amendment No. 5 to Agreement No. 50220 with Peter M. Mitsakos & Associates Architects, Inc. d/b/a. West Edge Architects, Inc. to provide additional design services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at West Los Angeles College.

F. Authorize Amendment No. 4 for Agreement No. 32346 with Sirius Environmental to provide traffic assessments and noise monitoring services in support of the Environmental Mitigation, Monitoring, and Reporting Program at West Los Angeles College.

G. Authorize Amendment No. 4 to Agreement No. 50131 with Southwest Inspection & Testing, Inc. for continued Laboratory of Record (LOR) services on a Task Order basis District-wide.

H. Authorize actions for Amendment No. 3 to Agreement No. 50246 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants to provide additional environmental review services on a Task Order basis District-wide.

I. Authorize Amendment No. 4 to Agreement No. 50247 with Parsons Environmental & Infrastructure Group, Inc. for the provision of Environmental Review Services on a Task Order basis District-wide.

J. Authorize Amendment No. 2 to Agreement No. 33291 with Alliant Insurance Services, Inc. to provide continued Owner Controlled Insurance Program and Administrator services for the Bond program District-wide.

K. Authorize Amendment No. 1 to Agreement No. 33586 with Ron Rakich Consulting, Inc. to provide continued risk management consulting services for the Bond program District-wide.

L. Authorize Amendment No. 3 to Agreement No. 4500176403 with URS Corporation to provide an extension of time for continued program management services.

M. Authorize Amendments to certain Agreements issued on a Task Order basis to provide continued environmental review services for specific Bond funded and non-Bond funded projects.

N. Authorize Amendment No. 4 to Agreement No. 50252-1 with Moran Technology Consulting to provide additional information technology consulting services on a Task Order basis to be issued incrementally at the direction of the Chief Information Officer of the District.
IV. RATIFY AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Ratify Amendment No. 1 to Agreement No. 33535 with G&M Compliance, Inc. to pay for the extended use of equipment used for infrared electrical imaging services for the District Educational Services Center Renovation and Modernization project.

V. AUTHORIZE CONSTRUCTION CONTRACTS

A. Authorize a contract with Next Venture Inc. d/b/a Sierra Group to provide general construction – exterior camera installation services for the Academic Network Integrated Backbone project at East Los Angeles College.
B. Authorize a contract with Pro Mechanical Corporation to provide general construction – seismic brace installation services for the Technology Instruction & Classroom Building project at Los Angeles Harbor College.
C. Authorize a contract with Rafael 26 Construction, Inc. to provide general construction – partition wall installation services for the Campus Center - Title V Computer Lab and Classroom project at Los Angeles Mission College.
D. Authorize a contract with RAMCO General Engineering & Building Contractor to provide general construction – low voltage services for the Blue Light Phone Installation - Parking Lot D project at Los Angeles Valley College.
E. Authorize a contract with Gilman Builders, Inc. to provide general construction services for the Science and Math Building - Energy Infrastructure Improvements project at West Los Angeles College.

VI. RATIFY CONSTRUCTION CONTRACT

Ratify a construction contract with H & A Contractors, Inc. for the chilled water line connection between the Campus Central Plant and the School of Behavioral and Social Sciences Building at Los Angeles Southwest College.

VII. RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY

Ratify the following: Change Order Nos. 3R1 and 4 to Contract No. 33149 with Woodcliff Corporation; and Change Order No. 5 to Contract No. 33357 with Summit Builders.

VIII. RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS LESS THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY

Ratify Change Order No. 1 for Contract No. 33463 with Ranbay Construction Corporation.

IX. RATIFY SUBSTITUTION OF CONSTRUCTION SUBCONTRACTOR

A. Ratify substitution regarding Contract No. 33596 with Two Brothers Construction Company for the Science Career & Mathematics Building Demolition Phase project at East Los Angeles College.
B. Ratify substitution regarding Contract No. 33604 with Innovative Construction Solutions, Inc. (ICS) for the removal of discovered underground storage tanks at the Firestone Educational Services Center project at East Los Angeles College (South
X. **AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS**

A. Authorize Acceptance of Completion of Contract No. 33498 with Rafael 26 Construction, Inc. to provide general construction – demolition services for a modular structure within the development area of the Science Complex project at Los Angeles Harbor College.

B. Authorize Acceptance of Completion of Contract No. 32234 with McCarthy Building Companies, Inc. to provide general construction services for the West Parking Structure project at Los Angeles Harbor College.

C. Authorize Acceptance of Completion of Contract No. 33523 with GMZ Engineering, Inc. to provide general construction services for the Measure J Animal Science Facilities (Phase II) project at Pierce College.

D. Authorize Acceptance of Completion of Contract No. 33569 with Advance Cable Solutions, Inc. to provide general construction services for the Family Resource Center project at Los Angeles Valley College.

E. Authorize Acceptance of Completion of Contract No. 33382 with ZK Construction to provide general construction services for the Child Development Center Phase II project at Los Angeles Valley College.

XI. **AUTHORIZE TERMINATION FOR CONVENIENCE OF CONSTRUCTION CONTRACT**

Authorize termination for convenience of Contract No. 33435 with Sinanian Development, Inc. to provide general construction services for the New Student Services Building and Holmes Hall Modernization project at Los Angeles City College.

XII. **AUTHORIZE DESIGN-BUILD AGREEMENT**

Authorize a Design-Build agreement with Pankow Special Projects, L.P. to provide design and construction for the Physical Plant (M&O Bldg) and Tennis Courts project at Los Angeles City College.

XIII. **AUTHORIZE DESIGN-BUILD HONORARIUM**

Authorize payment of an Honorarium to responsive Proposers of Design and Construction Services regarding the Physical Plant (M&O Bldg) and Tennis Courts project at Los Angeles City College.

XIV. **AUTHORIZE AMENDMENT TO DESIGN-BUILD AGREEMENT**

Authorize Amendment No. 4 to Agreement No. 33074 with Pankow Special Projects L.P for additional Design-Build services for the Theater Drama Speech project at Los Angeles Harbor College.

XV. **AUTHORIZE PURCHASE ORDER**

Pursuant to Education Code 81651, authorize the purchase of educational films and videos from Simbio for use in teaching classes at the Science Complex project at Los Angeles Harbor College.
XVI. ADOPT FINDING OF BIDDING IMPRACTICABILITY AND AUTHORIZE AN AWARD OF CONTRACT TO FUND HVAC AND EMS CONTROLS EQUIPMENT BY SCHNEIDER ELECTRIC BUILDING AMERICAS, INC. AT LOS ANGELES COMMUNITY COLLEGE DISTRICT HEADQUARTERS BUILDING

Authorize actions to provide an exception to the public bidding requirements under California Uniform Public Construction Cost Accounting Act (CUPCCAA) due to impracticability, and authorize a contract with Schneider Electric Building Americas, Inc. to install new HVAC Controls and provide additional EMS Engineering and Programming on the 2nd, 6th, 7th, 8th and 9th floors at the District Educational Services Center, 770 Wilshire Boulevard, Los Angeles, CA 90017.

XVII. RATIFY THE APPLICABILITY OF MEASURE J FUNDING FOR AN ENERGY CONSERVATION SERVICES AGREEMENT

Authorize actions for the Applicability of Measure J Funding for Energy Conservation Service (ESCO) Agreement No. 32256 with Siemens Industry, Inc. to provide continued Demand Side Energy Management Services.

XVIII. RATIFY SETTLEMENT OF CLAIM

In accordance with Board Rule 7313, ratify Settlement of Claim No. 2013-M01.

XIX. AUTHORIZE ASSIGNMENT AGREEMENT

Authorize the execution of an assignment agreement from Edge Development, Inc. to EDGE Construction, LLC for the Campus Student Center and Bookstore project at East Los Angeles College.
Subject: AUTHORIZE MASTER PROCUREMENT AGREEMENTS

1. Authorize Master Procurement Agreements

A. PAY FOR PRINT EQUIPMENT

Authorize a Master Procurement Agreement for the entire catalog, with GoPrint Systems, Inc., for pay for print equipment for use District-wide and for other public entities, for a period of five (5) years, from start date of January 17, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Print Management Software, Site License for Unlimited Users</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Add Value Station</td>
<td>$9,450.00</td>
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<td>3</td>
<td>Print Release/Card Reader Station</td>
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<tr>
<td>9</td>
<td>Reusable Encoded Cards, Blank</td>
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</tr>
</tbody>
</table>

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel J. La Vista, Chancellor
Board of Trustees
Los Angeles Community College District

Item No | Bid Item Description                                      | Unit Price |
--------|-----------------------------------------------------------|------------|
10      | Reusable Encoded Cards with College Logo                  | $330.00    |

Contract Minimum: $5,000.00  Contract Maximum: $5,000,000.00

Background: This proposed Agreement is identified for award at the amount of $5,000.00 to one (1) vendor because it is a Catalogue Agreement.

Catalogue Agreements are the result of formal competitive bidding and are priced at the responsive bids received using the price for benchmark items, freight costs, discount from the bidders' catalogue and warranty coverage. Participants in the bidding process are advised in advance of this selection process and they must agree to abide by it in order to participate. Catalogue Agreements may be awarded to more than one bidder.

There were five (5) bidders and the awardee is:

- Go-Print Systems, Inc.,

This proposed catalog agreement is supported by the District Technology Council (College IT Managers) and District’s Information Technology Department and are intended to be accessible by other public agencies.

The minimum agreement value is determined by the minimum requirement for the benchmark items by the sponsoring college. The amount awarded is for $5,000.00 for ten (10) items. Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for Los Angeles Harbor College and is available for use district-wide. District-wide Pay for Print Equipment, 40J.5J55.05. (Bid # 133). All Phases.
B. SCIENCE LAB EQUIPMENT

Authorize a Master Procurement Agreement for the entire catalog, with VWR International, LLC, d/b/a Sargent Welch, for science lab equipment for use District-wide and for other public entities, for a period of five (5) years, from start date of January 17, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Microscope</td>
<td>$1,015.05</td>
</tr>
<tr>
<td>2</td>
<td>Steam Pressure Sterilizer w/Stainless Steel Tray, Variable Temperature</td>
<td>$8,293.07</td>
</tr>
<tr>
<td>3</td>
<td>Incubator, Standard Lab, 5.0 Cubic Feet Capacity</td>
<td>$1,487.47</td>
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<tr>
<td>4</td>
<td>Benchtop Incubating Shaker</td>
<td>$8,698.00</td>
</tr>
<tr>
<td>5</td>
<td>Benchtop Centrifuge</td>
<td>$691.16</td>
</tr>
<tr>
<td>6</td>
<td>Benchtop Refractometer, 115V, 60 Hz</td>
<td>$3,623.30</td>
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<tr>
<td>7</td>
<td>L/S Digital Process Pump, 600 RPM, 115/230 VAC</td>
<td>$2,464.71</td>
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<td>8</td>
<td>Digital Waterbath, 20L</td>
<td>$1,041.98</td>
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<tr>
<td>9</td>
<td>Waterbath Shaker</td>
<td>$8,359.00</td>
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<tr>
<td>10</td>
<td>Top Loading Balance</td>
<td>$821.50</td>
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<tr>
<td>11</td>
<td>Electronic Balance, 410g</td>
<td>$559.86</td>
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<tr>
<td>12</td>
<td>Digital Stirring Hotplates</td>
<td>$332.80</td>
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<tr>
<td>13</td>
<td>Electrophoresis Apparatus, Single Cell</td>
<td>$152.56</td>
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<tr>
<td>14</td>
<td>Vortex Mixer, Pulsing, 120V</td>
<td>$378.34</td>
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<tr>
<td>15</td>
<td>Nutating Mixer</td>
<td>$287.87</td>
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<tr>
<td>16</td>
<td>Gas Chromatograph II</td>
<td>$5,149.00</td>
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<tr>
<td>17</td>
<td>Compact Scale, 2,000g x 1g</td>
<td>$64.96</td>
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<tr>
<td>18</td>
<td>Skeleton, Male, Rod Mount</td>
<td>$1,325.25</td>
</tr>
<tr>
<td>Item No</td>
<td>Bid Item Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>19</td>
<td>Skeleton, Female, Rod Mount</td>
<td>$1,349.36</td>
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<tr>
<td>20</td>
<td>Muscular Skeleton, Rod Mount</td>
<td>$2,514.60</td>
</tr>
<tr>
<td>21</td>
<td>Disarticulated Half Skeleton</td>
<td>$211.40</td>
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<tr>
<td>22</td>
<td>Skulls, Male</td>
<td>$226.27</td>
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<tr>
<td>23</td>
<td>Skulls, Female</td>
<td>$198.15</td>
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<td>24</td>
<td>Disarticulated Skull</td>
<td>$930.34</td>
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<tr>
<td>25</td>
<td>½ Scale Muscular Figure without Organs</td>
<td>$2,002.70</td>
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<td>26</td>
<td>½ Scale Muscular Figure with Organs</td>
<td>$2,285.50</td>
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<tr>
<td>27</td>
<td>Animal Mitosis Model</td>
<td>$561.00</td>
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<tr>
<td>28</td>
<td>Plant Mitosis Set Model</td>
<td>$436.10</td>
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<tr>
<td>29</td>
<td>Land Cover Continent and Regions, Set of 7 Maps</td>
<td>$611.15</td>
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<tr>
<td>30</td>
<td>Wall Map, State of California Physical-Political</td>
<td>$149.60</td>
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<tr>
<td>31</td>
<td>World Atlas, Set of 30</td>
<td>$248.62</td>
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<tr>
<td>32</td>
<td>Desk Atlas, Set of 30</td>
<td>$565.00</td>
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<tr>
<td>33</td>
<td>Intermediate Physical Class Pack, California</td>
<td>$508.30</td>
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<tr>
<td>34</td>
<td>Geo Chart</td>
<td>$199.00</td>
</tr>
<tr>
<td>35</td>
<td>Volumetric Flask, 100mL, Heavy Duty</td>
<td>$133.95</td>
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<tr>
<td>36</td>
<td>Volumetric Pipet, 50mL, Class A, Reusable</td>
<td>$15.29</td>
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<tr>
<td>37</td>
<td>Erlenmeyer Flask, 1,000mL, with #9 Rubber Stopper</td>
<td>$31.96</td>
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<tr>
<td>38</td>
<td>Erlenmeyer Flask, 50mL, with #1 Rubber Stopper</td>
<td>$34.30</td>
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<tr>
<td>39</td>
<td>Dropping Bottles, Amber, 12 Pack</td>
<td>$8.37</td>
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<tr>
<td>40</td>
<td>Dropper Vials, Glass, Screw-Cap, 12 Pack</td>
<td>$25.09</td>
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<tr>
<td>41</td>
<td>Graduated Cylinder, 50mL, with Single White-Enamel Metric Graduations</td>
<td>$13.55</td>
</tr>
<tr>
<td>42</td>
<td>Graduated Cylinder, 500mL, with Single Metric Scale, Protective Coating</td>
<td>$48.06</td>
</tr>
</tbody>
</table>

Contract Minimum: $1,000.00  Contract Maximum: $5,000,000.00
Background: This proposed Agreement is identified for award at the amount of $1,000.00 to one (1) vendor because it is a Catalogue Agreement.

Catalogue Agreements are the result of formal competitive bidding and are priced at the responsive bids received using the price for benchmark items, freight costs, discount from the bidders’ catalogue and warranty coverage. Participants in the bidding process are advised in advance of this selection process and they must agree to abide by it in order to participate. Catalogue Agreements may be awarded to more than one bidder.

There were three (3) bidders and the awardee is:

- VWR International, LOLC, dba Sargent Welch

The minimum agreement value is determined by the minimum requirement for the sponsoring college. The amount awarded is for $1,000.00 for forty-two (42) items. Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for Los Angeles Southwest College and is available for use district-wide. District-wide Science Lab Equipment, 40J.5J55.05. (Bid# 134). All Phases.

C. JANITORIAL SUPPLIES AND EQUIPMENT

Authorize a Master Procurement Agreement for the entire catalog, with All Star Sales Events, LLC, WAXIE's Enterprises, Inc. d/b/a WAXIE Sanitary Supply, Unisource Worldwide, Inc., Interline Brands, Inc., d/b/a Cleansource, and Empire Chemical Co., Inc., d/b/a Empire Cleaning Supply for janitorial supplies and equipment for use District-wide and for other public entities, for a period of three (3) years, from start date of January 17, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated.
**Board of Trustees**
Los Angeles Community College District

**Com. No.** FPD2  **Division** FACILITIES PLANNING AND DEVELOPMENT  **Date**: January 16, 2013

### AGREEMENT WITH: All Star Sales Events, LLC

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toilet Seat Covers, ½ Fold, Green Seal Certified, 250 Pack, Case of 20</td>
<td>$25.25</td>
</tr>
<tr>
<td>2</td>
<td>Toilet Tissue, Two (2) Ply, Jumbo Rolls of 1,000 Feet Per Roll, Case of 12 Rolls</td>
<td>$18.95</td>
</tr>
<tr>
<td>3</td>
<td>Paper Towels, Multi-fold, 250 Pack, Case of 4,000 Sheets</td>
<td>$14.90</td>
</tr>
</tbody>
</table>

Contract Minimum: $100.00  Contract Maximum: $3,000,000.00

### AGREEMENT WITH: WAXIE’s Enterprises, Inc., d/b/a WAXIE Sanitary Supply

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning Cart, Multi-stream Recycling, Triple Capacity, with Three (3) Bags included</td>
<td>$224.00</td>
</tr>
<tr>
<td>2</td>
<td>Press Wring Mop Bucket, for Microfiber Mops</td>
<td>$53.00</td>
</tr>
<tr>
<td>3</td>
<td>Blower, Three Speed, with Handle, Wheel Assembly</td>
<td>$137.00</td>
</tr>
<tr>
<td>4</td>
<td>Smart Color Floor Cleaning Kit Color Red Master Restroom Cleaning System, 23 Components</td>
<td>$150.00</td>
</tr>
<tr>
<td>5</td>
<td>Window Cleaning System, with Fifty (50) Foot Hose, Thirty-five (35) Foot Telescopic Pole, and Four (4) Stage Water Filtration</td>
<td>$1725.00</td>
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<tr>
<td>6</td>
<td>Deleted</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Trash Receptacle, Hinged Canopy Top, Custom Color and Logo</td>
<td>$602.00</td>
</tr>
<tr>
<td>8</td>
<td>Mini-Edger, with Mal Grit and Base Board Brushes</td>
<td>$246.00</td>
</tr>
<tr>
<td>9</td>
<td>Gum Remover, Freezing Spray/Aerosol, Case of Twelve (12) Cans</td>
<td>$24.00</td>
</tr>
<tr>
<td>10</td>
<td>Glass Cleaner, Low Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$29.00</td>
</tr>
<tr>
<td>11</td>
<td>Cleaner/Degreaser, High Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$46.00</td>
</tr>
<tr>
<td>12</td>
<td>Floor Cleaner, Neutral, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$32.00</td>
</tr>
<tr>
<td>13</td>
<td>Restroom Cleaner, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$72.00</td>
</tr>
<tr>
<td>14</td>
<td>Enzyme Restroom Cleaner, Case of Four (4) Bottles</td>
<td>$33.00</td>
</tr>
<tr>
<td>15</td>
<td>Warm Air Hand Dryer, ADA Compliant, Surface Mounted</td>
<td>$295.00</td>
</tr>
<tr>
<td>16</td>
<td>Toilet Tissue Dispenser, Twin Jumbo Roll, Surface Mounted</td>
<td>$109.00</td>
</tr>
<tr>
<td>Item No</td>
<td>Bid Item Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>17</td>
<td>Recessed Convertible Paper Towel Dispenser and Waste Receptacle, Surface Mounted</td>
<td>$429.00</td>
</tr>
<tr>
<td>18</td>
<td>Toilet Seat Covers, ½ Fold, Green Seal Certified, 250 Pack, Case of 20</td>
<td>$39.00</td>
</tr>
<tr>
<td>19</td>
<td>Toilet Tissue, Two (2) Ply, Jumbo Rolls of 1,000 Feet Per Roll, Case of 12 Rolls</td>
<td>$19.00</td>
</tr>
<tr>
<td>20</td>
<td>Paper Towels, Multi-fold, 250 Pack, Case of 4,000 Sheets</td>
<td>$16.00</td>
</tr>
<tr>
<td>21</td>
<td>Mat, Raised Rubber Edge, Six (6) Feet by Four (4) Feet</td>
<td>$98.00</td>
</tr>
<tr>
<td>22</td>
<td>Mat, Diamond Pattern, Thirty-Six (36) Ounce Face, Six (6) Feet by Four (4) Feet</td>
<td>$98.00</td>
</tr>
<tr>
<td>23</td>
<td>Mat, Rolled &quot;Wiper&quot;, Three (3) Feet by Sixty (60) Feet</td>
<td>$475.00</td>
</tr>
</tbody>
</table>

Contract Minimum: $100.00  
Contract Maximum: $3,000,000.00

**AGREEMENT WITH:** Unisource Worldwide, Inc.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning Cart, Multi-stream Recycling, Triple Capacity, with Three (3) Bags included</td>
<td>$269.61</td>
</tr>
<tr>
<td>2</td>
<td>Press Wring Mop Bucket, for Microfiber Mops</td>
<td>$62.51</td>
</tr>
<tr>
<td>3</td>
<td>Blower, Three Speed, with Handle, Wheel Assembly</td>
<td>$216.50</td>
</tr>
<tr>
<td>4</td>
<td>Smart Color Floor Cleaning Kit Color Red Master Restroom Cleaning System, 23 Components</td>
<td>$159.22</td>
</tr>
<tr>
<td>5</td>
<td>Window Cleaning System, with Fifty (50) Foot Hose, Thirty-five (35) Foot Telescopic Pole, and Four (4) Stage Water Filtration</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>6</td>
<td>Deleted</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Trash Receptacle, Hinged Canopy Top, Custom Color and Logo</td>
<td>$735.29</td>
</tr>
<tr>
<td>8</td>
<td>Mini-Edger, with Mat Grit and Base Board Brushes</td>
<td>$268.39</td>
</tr>
<tr>
<td>9</td>
<td>Gum Remover, Freezing Spray/Aerosol, Case of Twelve (12) Cans</td>
<td>$37.13</td>
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<tr>
<td>10</td>
<td>Glass Cleaner, Low Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$32.14</td>
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<tr>
<td>11</td>
<td>Cleaner/Degreaser, High Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$57.27</td>
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<tr>
<td>12</td>
<td>Floor Cleaner, Neutral, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$57.27</td>
</tr>
<tr>
<td>13</td>
<td>Restroom Cleaner, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$56.53</td>
</tr>
</tbody>
</table>
## Board of Trustees
Los Angeles Community College District

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Enzyme Restroom Cleaner, Case of Four (4) Bottles</td>
<td>$57.27</td>
</tr>
<tr>
<td>15</td>
<td>Warm Air Hand Dryer, ADA Compliant, Surface Mounted</td>
<td>$359.74</td>
</tr>
<tr>
<td>16</td>
<td>Toilet Tissue Dispenser, Twin Jumbo Roll, Surface Mounted</td>
<td>$130.38</td>
</tr>
<tr>
<td>17</td>
<td>Recessed Convertible Paper Towel Dispenser and Waste Receptacle, Surface Mounted</td>
<td>$520.49</td>
</tr>
<tr>
<td>18</td>
<td>Toilet Seat Covers, ½ Fold, Green Seal Certified, 250 Pack, Case of 20</td>
<td>$49.12</td>
</tr>
<tr>
<td>19</td>
<td>Toilet Tissue, Two (2) Ply, Jumbo Rolls of 1,000 Feet Per Roll, Case of 12 Rolls</td>
<td>$19.27</td>
</tr>
<tr>
<td>20</td>
<td>Paper Towels, Multi-fold, 250 Pack, Case of 4,000 Sheets</td>
<td>$16.36</td>
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<tr>
<td>21</td>
<td>Mat, Raised Rubber Edge, Six (6) Feet by Four (4) Feet</td>
<td>$76.71</td>
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<tr>
<td>22</td>
<td>Mat, Diamond Pattern, Thirty-Six (36) Ounce Face, Six (6) Feet by Four (4) Feet</td>
<td>$76.71</td>
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<tr>
<td>23</td>
<td>Mat, Rolled “Wiper”, Three (3) Feet by Sixty (60) Feet</td>
<td>$864.42</td>
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</table>

**Contract Minimum:** $100.00  
**Contract Maximum:** $3,000,000.00

## AGREEMENT WITH: Interline Brands, Inc., d/b/a Cleansource

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning Cart, Multi-stream Recycling, Triple Capacity, with Three (3) Bags included</td>
<td>$258.72</td>
</tr>
<tr>
<td>2</td>
<td>Press Wring Mop Bucket, for Microfiber Mops</td>
<td>$178.75</td>
</tr>
<tr>
<td>3</td>
<td>Blower, Three Speed, with Handle, Wheel Assembly</td>
<td>$193.51</td>
</tr>
<tr>
<td>4</td>
<td>Smart Color Floor Cleaning Kit Color Red Master Restroom Cleaning System, 23 Components</td>
<td>$168.08</td>
</tr>
<tr>
<td>5</td>
<td>Window Cleaning System, with Fifty (50) Foot Hose, Thirty-five (35) Foot Telescopic Pole, and Four (4) Stage Water Filtration</td>
<td>$1,188.93</td>
</tr>
<tr>
<td>6</td>
<td>Deleted</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Trash Receptacle, Hinged Canopy Top, Custom Color and Logo</td>
<td>$705.60</td>
</tr>
<tr>
<td>8</td>
<td>Mini-Edger, with Mal Grit and Base Board Brushes</td>
<td>$285.45</td>
</tr>
<tr>
<td>9</td>
<td>Gum Remover, Freezing Spray/Aerosol, Case of Twelve (12) Cans</td>
<td>$27.16</td>
</tr>
<tr>
<td>10</td>
<td>Glass Cleaner, Low Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$32.13</td>
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</tbody>
</table>
### Board of Trustees
Los Angeles Community College District

**Com. No. FPD2**  **Division** FACILITIES PLANNING AND DEVELOPMENT  **Date:** January 16, 2013

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Cleaner/Degreaser, High Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$35.25</td>
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<tr>
<td>12</td>
<td>Floor Cleaner, Neutral, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$55.58</td>
</tr>
<tr>
<td>13</td>
<td>Restroom Cleaner, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$55.58</td>
</tr>
<tr>
<td>14</td>
<td>Enzyme Restroom Cleaner, Case of Four (4) Bottles</td>
<td>$39.10</td>
</tr>
<tr>
<td>15</td>
<td>Warm Air Hand Dryer, ADA Compliant, Surface Mounted</td>
<td>$326.92</td>
</tr>
<tr>
<td>16</td>
<td>Toilet Tissue Dispenser, Twin Jumbo Roll, Surface Mounted</td>
<td>$119.24</td>
</tr>
<tr>
<td>17</td>
<td>Recessed Convertible Paper Towel Dispenser and Waste Receptacle, Surface Mounted</td>
<td>$513.33</td>
</tr>
<tr>
<td>18</td>
<td>Toilet Seat Covers, ½ Fold, Green Seal Certified, 250 Pack, Case of 20</td>
<td>$39.98</td>
</tr>
<tr>
<td>19</td>
<td>Toilet Tissue, Two (2) Ply, Jumbo Rolls of 1,000 Feet Per Roll, Case of 12 Rolls</td>
<td>$24.69</td>
</tr>
<tr>
<td>20</td>
<td>Paper Towels, Multi-fold, 250 Pack, Case of 4,000 Sheets</td>
<td>$14.99</td>
</tr>
<tr>
<td>21</td>
<td>Mat, Raised Rubber Edge, Six (6) Feet by Four (4) Feet</td>
<td>$104.87</td>
</tr>
<tr>
<td>22</td>
<td>Mat, Diamond Pattern, Thirty-Six (36) Ounce Face, Six (6) Feet by Four (4) Feet</td>
<td>$102.11</td>
</tr>
<tr>
<td>23</td>
<td>Mat, Rolled “Wiper”, Three (3) Feet by Sixty (60) Feet</td>
<td>$838.22</td>
</tr>
</tbody>
</table>

**Contract Minimum:** $100.00  **Contract Maximum:** $3,000,000.00

---

**AGREEMENT WITH: Empire Chemical Co., Inc., d/b/a Empire Cleaning Supply**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning Cart, Multi-stream Recycling, Triple Capacity, with Three (3) Bags included</td>
<td>$314.09</td>
</tr>
<tr>
<td>2</td>
<td>Press Wring Mop Bucket, for Microfiber Mops</td>
<td>$70.29</td>
</tr>
<tr>
<td>3</td>
<td>Blower, Three Speed, with Handle, Wheel Assembly</td>
<td>$198.49</td>
</tr>
<tr>
<td>4</td>
<td>Smart Color Floor Cleaning Kit Color Red Master Restroom Cleaning System, 23 Components</td>
<td>$178.65</td>
</tr>
<tr>
<td>5</td>
<td>Window Cleaning System, with Fifty (50) Foot Hose, Thirty-five (35) Foot Telescopic Pole, and Four (4) Stage Water Filtration</td>
<td>$3,245.00</td>
</tr>
<tr>
<td>6</td>
<td>Deleted</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Trash Receptacle, Hinged Canopy Top, Custom Color and Logo</td>
<td>$855.00</td>
</tr>
</tbody>
</table>
### Board of Trustees
Los Angeles Community College District

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Mini-Edger, with Mal Grit and Base Board Brushes</td>
<td>$269.00</td>
</tr>
<tr>
<td>9</td>
<td>Gum Remoyer, Freezing Spray/Aerosol, Case of Twelve (12) Cans</td>
<td>$37.80</td>
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<tr>
<td>10</td>
<td>Glass Cleaner, Low Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$34.60</td>
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<tr>
<td>11</td>
<td>Cleaner/Degreaser, High Flow, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$39.00</td>
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<tr>
<td>12</td>
<td>Floor Cleaner, Neutral, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$38.20</td>
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<tr>
<td>13</td>
<td>Restroom Cleaner, Sixty-four (64) Ounce Bottles, Case of Six (6) Bottles</td>
<td>$59.96</td>
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<tr>
<td>14</td>
<td>Enzyme Restroom Cleaner, Case of Four (4) Bottles</td>
<td>$42.20</td>
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<tr>
<td>15</td>
<td>Warm Air Hand Dryer, ADA Compliant, Surface Mounted</td>
<td>$386.95</td>
</tr>
<tr>
<td>16</td>
<td>Toilet Tissue Dispenser, Twin Jumbo Roll, Surface Mounted</td>
<td>$133.79</td>
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<tr>
<td>17</td>
<td>Recessed Convertible Paper Towel Dispenser and Waste Receptacle, Surface Mounted</td>
<td>$534.25</td>
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<tr>
<td>18</td>
<td>Toilet Seat Covers, 1/2 Fold, Green Seal Certified, 250 Pack, Case of 20</td>
<td>$42.50</td>
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<tr>
<td>19</td>
<td>Toilet Tissue, Two (2) Ply, Jumbo Rolls of 1,000 Feet Per Roll, Case of 12 Rolls</td>
<td>$25.30</td>
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<tr>
<td>20</td>
<td>Paper Towels, Multi-fold, 250 Pack, Case of 4,000 Sheets</td>
<td>$19.95</td>
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<tr>
<td>21</td>
<td>Mat, Raised Rubber Edge, Six (6) Feet by Four (4) Feet</td>
<td>$98.75</td>
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<tr>
<td>22</td>
<td>Mat, Diamond Pattern, Thirty-Six (36) Ounce Face, Six (6) Feet by Four (4) Feet</td>
<td>$98.75</td>
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<tr>
<td>23</td>
<td>Mat, Rolled &quot;Wiper&quot;, Three (3) Feet by Sixty (60) Feet</td>
<td>$930.69</td>
</tr>
</tbody>
</table>

**Contract Minimum:** $100.00  
**Contract Maximum:** $3,000,000.00

**Background:** This proposed Agreement is identified for award at the amount of $100.00 to five (5) vendors because it is a Catalogue Agreement.

Catalogue Agreements are the result of formal competitive bidding and are priced at the responsive bids received using the price for benchmark items, freight costs, discount from the bidders’ catalogue and warranty coverage. Participants in the bidding process are advised in advance of this selection process and they must agree to abide by it in order to participate. Catalogue Agreements may be awarded to more than one bidder.
There were five (5) bidders and the awardees are:

- All Star Sales Events, LLC
- WAXIE's Enterprises, Inc., d/b/a WAXIE Sanitary Supply
- Unisource Worldwide, Inc.
- Interline Brands, Inc., d/b/a Cleansource
- Empire Chemical Co., Inc., d/b/a Empire Cleaning Supply

The minimum agreement value is determined by the minimum requirement for the sponsoring college. The amount awarded is for $100 for twenty-three (23) items. Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for Los Angeles Southwest College and Los Angeles Trade-Technical College and is available for use district-wide. District-wide Janitorial Supplies and Equipment, 40J.5J55.05. (Bid# 136). All Phases.

**D. FLOOR CLEANING EQUIPMENT**

Authorize a Master Procurement Agreement for the entire catalog, with WAXIE's Enterprises, Inc., d/b/a WAXIE's Sanitary Supply, Unisource Worldwide, Inc., and Tennant Sales and Service Company, for floor cleaning equipment for use District-wide and for other public entities, for a period of five (5) years, from start date of January 17, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Burnisher with Dust Control, Battery Powered, Self-Propelled</td>
<td>$6,820.00</td>
</tr>
<tr>
<td>2</td>
<td>Burnisher with Dust Control, Electric, High Speed</td>
<td>$990.00</td>
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<tr>
<td>3</td>
<td>Floor Scrubber/Dryer, with Converted Water Scrubbing</td>
<td>$7,981.00</td>
</tr>
<tr>
<td>4</td>
<td>Floor Scrubber/Dryer, Ride-On, Disc</td>
<td>$12,650.00</td>
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<tr>
<td>5</td>
<td>Multi-Surface Cleaner</td>
<td>$2,350.00</td>
</tr>
<tr>
<td>6</td>
<td>Power Sweeper, Battery Powered</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>Item No</td>
<td>Bid Item Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>7</td>
<td>Orbital Autoscrubber</td>
<td>$5,825.00</td>
</tr>
<tr>
<td>8</td>
<td>Hopper Dump Assist Kit for Power Sweeper</td>
<td>$230.00</td>
</tr>
<tr>
<td>9</td>
<td>Carpet Cleaner, Compact</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>10</td>
<td>Dual Cleaner/Extractor</td>
<td>$8,070.00</td>
</tr>
<tr>
<td>11</td>
<td>Multi-Surface Cleaner</td>
<td>$1,789.00</td>
</tr>
<tr>
<td>12</td>
<td>Replacement Rollers for Dual Cleaner/Extractor</td>
<td>$121.50</td>
</tr>
<tr>
<td>13</td>
<td>Extractor Brushes for Dual Cleaner/Extractor</td>
<td>$121.50</td>
</tr>
<tr>
<td>14</td>
<td>Pump-Up Sprayer for Dual Cleaner/Extractor</td>
<td>$38.00</td>
</tr>
</tbody>
</table>

Contract Minimum: $1,000.00  Contract Maximum: $3,000,000.00

AGREEMENT WITH: Unisource Worldwide, Inc.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Burnisher with Dust Control, Battery Powered, Self-Propelled</td>
<td>$8,072.92</td>
</tr>
<tr>
<td>2</td>
<td>Burnisher with Dust Control, Electric, High Speed</td>
<td>$1,171.88</td>
</tr>
<tr>
<td>3</td>
<td>Floor Scrubber/Dryer, with Converted Water Scrubbing</td>
<td>$9,447.20</td>
</tr>
<tr>
<td>4</td>
<td>Floor Scrubber/Dryer, Ride-On, Disc</td>
<td>$14,973.95</td>
</tr>
<tr>
<td>5</td>
<td>Multi-Surface Cleaner</td>
<td>$2,829.00</td>
</tr>
<tr>
<td>6</td>
<td>Power Sweeper, Battery Powered</td>
<td>$2,371.57</td>
</tr>
<tr>
<td>7</td>
<td>Orbital Autoscrubber</td>
<td>$6,695.13</td>
</tr>
<tr>
<td>8</td>
<td>Hopper Dump Assist Kit for Power Sweeper</td>
<td>$198.86</td>
</tr>
<tr>
<td>9</td>
<td>Carpet Cleaner, Compact</td>
<td>$2,117.66</td>
</tr>
<tr>
<td>10</td>
<td>Dual Cleaner/Extractor</td>
<td>$9,552.56</td>
</tr>
<tr>
<td>11</td>
<td>Multi-Surface Cleaner</td>
<td>$2,829.00</td>
</tr>
</tbody>
</table>
## Board of Trustees
Los Angeles Community College District

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Replacement Rollers for Dual Cleaner/Extractor</td>
<td>$107.13</td>
</tr>
<tr>
<td>13</td>
<td>Extractor Brushes for Dual Cleaner/Extractor</td>
<td>$96.48</td>
</tr>
<tr>
<td>14</td>
<td>Pump-Up Sprayer for Dual Cleaner/Extractor</td>
<td>$42.41</td>
</tr>
<tr>
<td>15</td>
<td>Lightweight Backpack Vacuum</td>
<td>$403.65</td>
</tr>
<tr>
<td>16</td>
<td>Upright Vacuum, Commercial</td>
<td>$488.88</td>
</tr>
<tr>
<td>17</td>
<td>Wide Area Vacuum</td>
<td>$2,278.65</td>
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<tr>
<td>18</td>
<td>Wet-Dry Vacuum, Battery Powered</td>
<td>$2,809.81</td>
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<tr>
<td>19</td>
<td>Wet-Dry Vacuum, Standard Unit</td>
<td>$688.92</td>
</tr>
</tbody>
</table>

Contract Minimum: $1,000.00  
Contract Maximum: $3,000,000.00

---

## AGREEMENT WITH: Tennant Sales and Service Company

<table>
<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Burnisher with Dust Control, Battery Powered, Self-Propelled</td>
<td>$6,465.45</td>
</tr>
<tr>
<td>2</td>
<td>Burnisher with Dust Control, Electric, High Speed</td>
<td>$1,506.66</td>
</tr>
<tr>
<td>3</td>
<td>Floor Scrubber/Dryer, with Converted Water Scrubbing</td>
<td>$11,735.42</td>
</tr>
<tr>
<td>4</td>
<td>Floor Scrubber/Dryer, Ride-On, Disc</td>
<td>$14,759.56</td>
</tr>
<tr>
<td>5</td>
<td>Multi-Surface Cleaner</td>
<td>$3,257.95</td>
</tr>
<tr>
<td>6</td>
<td>Power Sweeper, Battery Powered</td>
<td>$11,073.69</td>
</tr>
<tr>
<td>7</td>
<td>Orbital Autoscrubber</td>
<td>$7,623.51</td>
</tr>
<tr>
<td>8</td>
<td>Hopper Dump Assist Kit for Power Sweeper</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>Carpet Cleaner, Compact</td>
<td>$2,765.79</td>
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<tr>
<td>10</td>
<td>Dual Cleaner/Extractor</td>
<td>$11,078.34</td>
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<tr>
<td>11</td>
<td>Multi-Surface Cleaner</td>
<td>$2,191.11</td>
</tr>
<tr>
<td>12</td>
<td>Replacement Rollers for Dual Cleaner/Extractor</td>
<td>$129.00</td>
</tr>
<tr>
<td>Item No</td>
<td>Bid Item Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>13</td>
<td>Extractor Brushes for Dual Cleaner/Extractor</td>
<td>$166.00</td>
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<tr>
<td>14</td>
<td>Pump-Up Sprayer for Dual Cleaner/Extractor</td>
<td>$144.85</td>
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<tr>
<td>15</td>
<td>Lightweight Backpack Vacuum</td>
<td>$361.37</td>
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<tr>
<td>16</td>
<td>Upright Vacuum, Commercial</td>
<td>$313.74</td>
</tr>
<tr>
<td>17</td>
<td>Wide Area Vacuum</td>
<td>$2,067.82</td>
</tr>
<tr>
<td>18</td>
<td>Wet-Dry Vacuum, Battery Powered</td>
<td>$1,591.58</td>
</tr>
<tr>
<td>19</td>
<td>Wet-Dry Vacuum, Standard Unit</td>
<td>$731.25</td>
</tr>
</tbody>
</table>

Contract Minimum: $1,000.00  
Contract Maximum: $3,000,000.00

Background: This proposed Agreement is identified for award at the amount of $1,000.00 to three (3) vendors because it is a Catalogue Agreement.

Catalogue Agreements are the result of formal competitive bidding and are priced at the responsive bids received using the price for benchmark items, freight costs, discount from the bidders' catalogue and warranty coverage. Participants in the bidding process are advised in advance of this selection process and they must agree to abide by it in order to participate. Catalogue Agreements may be awarded to more than one bidder.

There were three (3) bidders and the awardees are:

- WAXIE's Enterprises, Inc., d/b/a WAXIE Sanitary Supply
- Unisource Worldwide, Inc.
- Tennant Sales and Service Company

The minimum agreement value is determined by the minimum requirement for the sponsoring college. The amount awarded is for $1,000.00 for nineteen (19) items. Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for Los Angeles City College and is available for use district-wide. District-wide Floor Cleaning Equipment, 40J.5J55.05. (Bid# 137). All Phases.
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF DESIGN-BUILD SYSTEM OF PROJECT DELIVERY AT LOS ANGELES CITY COLLEGE

Action

Adopt a resolution (Attachment 1) authorizing the implementation of the Design-Build system of project delivery for the following project and authorizing the issuance of a Request for Proposals (RFP):

- The Holmes Hall and Student Services project at Los Angeles City College.

Holmes Hall entails renovation and modernization; Student Services entails all new construction. Both components of the project are identified in the approved Campus Facilities Master Plan for Los Angeles City College.

Background

This proposed project includes two separate and adjacent buildings which will have individual and concurrent construction schedules:

1. Renovations and modifications to the existing Holmes Hall classroom building originally constructed in 1938 and approximately 30,565 square feet. The scope of work includes, but is not limited to, the following: 1) abatement of potentially hazardous materials such as asbestos and lead; 2) interior renovations; 3) new mechanical and electrical systems; 4) a new elevator; 5) a new roofing system; and 6) Information Technology enhancements; and

2. New construction of the Student Services building, which is approximately 73,000 square feet. The scope of work includes, but is not limited to, the following: 1) demolition of the existing Learning Resource Center (old MLK library) with all old foundations and landscape planters; and 2) new construction of the Student Services building with all new structure and systems.

This project was orginally procured via the design-bid-build method with the award of the construction contract to the apparent lowest responsive bidder, Sinanian Development, Inc. Prior to the issuance of the Notice to Proceed, the project was paused when it was included in the District-wide Moratorium. Upon release of the project from the Moratorium, the College Project Management team and the College determined it would be in the best interest of the College and the District to alternatively procure the project via the Design-Build project delivery method. This decision was considered through the participatory governance processes including review by the Bond Steering Committee.

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel S. Levine, Chancellor

Chancellor and Secretary of the Board of Trustees

By: ___________________________ Date: ___________________________
### Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. Holmes Hall and Student Services 11C.7134.05, 31C.5134.02, 31C.5134.05, 01C.6110.03, 11C.7110.03, 31C.5110.03, B1C.5134.05, B1C.5134.02, B1C.5110.03. **All Phases.**
RESOLUTION – AUTHORIZE IMPLEMENTATION OF DESIGN-BUILD SYSTEM OF PROJECT DELIVERY AT LOS ANGELES CITY COLLEGE

WHEREAS, The Los Angeles Community College District, under Education Code Section 81703, may utilize a design-build project delivery method on capital projects; and

WHEREAS, Los Angeles Mission College's Parking Structure A was conducted as a traditional design-bid-build project, cost approximately $58.99 per square foot and required 50 months from the beginning of design to occupancy; and,

WHEREAS, By comparison and adjusted to account for project size difference, the Olive Street Parking Structure for Los Angeles Trade-Technical College, was conducted as a design-build project, cost approximately $51.39 per square foot and required 36 months from the beginning of design to occupancy, demonstrating a savings of approximately 15% in overall cost and 38% in design and construction time by utilization of design-build as a project delivery system; and

WHEREAS, Pierce College's Student Services Building was conducted as a traditional design-bid-build project, cost approximately $413.03 per square foot and required 25 months from the beginning of construction to occupancy; and

WHEREAS, By comparison, the Los Angeles Southwest College Student Services Activity Center, was conducted as a design-build project, cost approximately $367.96 per square foot and required 15 months from the beginning of construction to occupancy, demonstrating a savings of approximately 12% in overall cost and 67% in construction time by utilization of design-build as the project delivery system; and

WHEREAS, Based on the sample comparisons described above, which are based on total final project (design and construction) costs at project completion, the use of the design-build project delivery method is generally expected to save 13.5% in overall cost and 52.5% in construction time, in lieu of the design-bid-build project delivery method; and

WHEREAS, The results achieved are consistent with, or exceed the experience of the industry with regard to cost and schedule savings achieved by using design-build methodology versus design-bid-build methodology; now, therefore, be it

RESOLVED, That the Board of Trustees of the Los Angeles Community College District hereby finds that it is in the best interests of the District to utilize design-build project delivery for the Holmes Hall and Student Services project at Los Angeles City College and; be it further

RESOLVED, That the Board of Trustees authorizes issuance of an honorarium to non-selected Design-Build Teams which submit a responsive proposal consistent with guidelines set forth in the Education Code Section 81703.
IN WITNESS, of the passage of the foregoing resolution, as prescribed by law, we, the Members of said Board of Trustees, present and voting thereon, have hereunto set our hands this 16th day of January 2013.

______________________________  ______________________________
Member, Board of Trustees        Member, Board of Trustees

______________________________  ______________________________
Member, Board of Trustees        Member, Board of Trustees

______________________________  ______________________________
Member, Board of Trustees        Member, Board of Trustees

______________________________
President, Board of Trustees
SUBJECT: PERSONNEL SERVICES ROUTINE ACTIONS

I. ROUTINE REPORT

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Total (This Report)</th>
<th>Total (07-01-12 to Date)</th>
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</thead>
<tbody>
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<td>1. Academic Service:</td>
<td>128</td>
<td>1713</td>
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<tr>
<td>Faculty, Academic Administration,</td>
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<td></td>
</tr>
<tr>
<td>Academic Supervisors</td>
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</tr>
<tr>
<td>2. Classified Service:</td>
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<td>666</td>
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<tr>
<td>Clerical, technical, supervisors,</td>
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<td></td>
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<tr>
<td>maintenance &amp; operations, trades,</td>
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<td>classified managers, confidential</td>
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<td>3. Unclassified Service:</td>
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<td>Student workers, professional experts,</td>
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<td>community services staff, community</td>
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<tr>
<td>recreation</td>
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<td>9388</td>
</tr>
</tbody>
</table>

DATE RANGE: November 17, 2012 – December 17, 2012

All personnel actions reported herein are in accordance with the Board of Trustees Rules and are within the approved budget. Personnel actions include retirements, employment, leaves, separations/resignations and assignment changes.

The classified assignments noted above have not been certified by the Personnel Commission and are subject to further audit by the Personnel Commission due to SAP transition issues and may be subject to change.

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By ________________________________ Date ________________
Subject: **APPROVAL OF EDUCATIONAL PROGRAMS AND COURSES**

### I. APPROVE NEW COURSES

<table>
<thead>
<tr>
<th>Code</th>
<th>Course Description</th>
<th>Transferability</th>
</tr>
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<tbody>
<tr>
<td>ADM JUS 460</td>
<td>Fundamentals of Prosecution (7.5 Units) EAST</td>
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<tr>
<td>ADM JUS 461</td>
<td>Mobile Data Computer System (0.5 Unit) EAST</td>
<td>NT</td>
</tr>
<tr>
<td>ADM JUS 462</td>
<td>Active Shooter Strategies (0.5 Unit) EAST</td>
<td>NT</td>
</tr>
<tr>
<td>CH DEV 084-2</td>
<td>Child Development Lab I: Technology for the Early Childhood Educator (0.5 Unit) CITY</td>
<td>NT</td>
</tr>
<tr>
<td>CSMTLGY 218</td>
<td>Long Hair, Period Hair Design and Hair Piece Construction (3 Units) TRADE</td>
<td>NT</td>
</tr>
<tr>
<td>CSMTLGY 228</td>
<td>Intermediate &amp; Advance Special Effects Makeup Techniques (3 Units) TRADE</td>
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<td>DANCETQ 121</td>
<td>Jazz Dance Techniques I (1 Unit) CITY</td>
<td>CSU</td>
</tr>
<tr>
<td>DANCETQ 124</td>
<td>Jazz Dance Techniques II (1 Unit) CITY</td>
<td>CSU</td>
</tr>
</tbody>
</table>

---

Recommended by:  
Donald Gauthier, President, DAS  
Yasmin Delahoussaye, Vice Chancellor  
Adriana D. Barrera, Deputy Chancellor  
Daniel J. Lavinta, Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ___________________________
### APPROVE NEW COURSES - continued

<table>
<thead>
<tr>
<th>Code</th>
<th>Course Title</th>
<th>Units</th>
<th>Transferability</th>
</tr>
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<td>DANCETQ</td>
<td>Modern Dance Techniques I (1 Unit) CITY</td>
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<tr>
<td>DANCETQ</td>
<td>Yoga II (1 Unit) CITY</td>
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<tr>
<td>ENG SUP</td>
<td>Plane Surveying I (3 Units) EAST</td>
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<td>Self-Defense Skills (1 Unit) CITY</td>
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<td>Cardio Kickboxing Fitness (1 Unit) CITY</td>
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<tr>
<td>KIN</td>
<td>Body Sculpting (1 Unit) CITY</td>
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<td>Swimming Skills Activity-1 (1 Unit) All Colleges</td>
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APPROVE NEW COURSES - continued

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<td>KIN 301-3</td>
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## APPROVE NEW COURSES - continued

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<td>Current Musical Events I</td>
<td>1 Unit</td>
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<td>Current Musical Events II</td>
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<td>Applied Music Laboratory I</td>
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<td>Applied Music Laboratory II</td>
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<td>Applied Music Laboratory III</td>
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<td>MUSIC 180-4</td>
<td>Applied Music Laboratory IV</td>
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<td>Music Performance Workshop II</td>
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<td>MUSIC 251-1</td>
<td>Jazz Improvisation Workshop I</td>
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<td>Jazz Improvisation Workshop II</td>
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<td>MUSIC 251-3</td>
<td>Jazz Improvisation Workshop III</td>
<td>1 Unit</td>
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<td>MUSIC 251-4</td>
<td>Jazz Improvisation Workshop IV</td>
<td>1 Unit</td>
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<td>MUSIC 261-2</td>
<td>Electronic Music Workshop II</td>
<td>3 Units CITY</td>
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<td>Electronic Music Workshop III</td>
<td>3 Units CITY</td>
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<tr>
<td>MUSIC 341-1</td>
<td>Intermediate Piano I</td>
<td>2 Units CITY</td>
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<td>MUSIC 341-2</td>
<td>Intermediate Piano II</td>
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<td>MUSIC 341-3</td>
<td>Intermediate Piano III</td>
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</tr>
<tr>
<td>MUSIC 341-4</td>
<td>Intermediate Piano IV</td>
<td>2 Units CITY</td>
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### APPROVE NEW COURSES - continued

<table>
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<td>MUSIC 404</td>
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<td>MUSIC 434</td>
<td>Commercial Voice IV</td>
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<td>MUSIC 655</td>
<td>Classical Guitar V</td>
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<td>TECHTR 315</td>
<td>Introduction to Design for Theatre</td>
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<td>THEATER 105-1</td>
<td>Theater Survey, Literature-Level 1</td>
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<td>Theater Survey, Performance-Level 2</td>
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<td>Theater Survey, Audience Experience-Level 4</td>
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<td>THEATER 212</td>
<td>Introduction to Oral Interpretation of Shakespearean Literature</td>
<td>3 Units</td>
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<tr>
<td>THEATER 242-1</td>
<td>Vocal and Physical Development Level 1</td>
<td>3 Units</td>
<td>CITY</td>
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<td>3 Units</td>
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<td>THEATER 246-1</td>
<td>Vocal Performance Workshop-Level 1</td>
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### APPROVE NEW COURSES - continued

<table>
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<td>246-2</td>
<td>Vocal Performance Workshop-Level 2 (2 Units) CITY</td>
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<td></td>
<td>246-4</td>
<td>Vocal Performance Workshop-Level 4 (2 Units) CITY</td>
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<td></td>
<td>274-1</td>
<td>Advanced Applied Acting-Level 1 (3 Units) CITY</td>
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<td></td>
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<td>276-1</td>
<td>Actors Workshop–Level 1 (4 Units) CITY</td>
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<tr>
<td></td>
<td>276-2</td>
<td>Actors Workshop–Level 2 (4 Units) CITY</td>
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### II. RATIFY ADDITIONS TO EXISTING CREDIT COURSES

The following are college additions of individual courses which have been previously adopted by the Board of Trustees.

<table>
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<tr>
<th>COURSE</th>
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<tbody>
<tr>
<td>ANATOMY</td>
<td>001 Introduction to Human Anatomy (4 Units) TRADE</td>
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<td>ART</td>
<td>092 Introduction to Museum Studies (3 Units) MISSION</td>
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<td>DANCETQ</td>
<td>111 Ballet 1 (1 Unit) VALLEY</td>
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<td>112 Ballet 2 (1 Unit) VALLEY</td>
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<td>114 Ballet 4 (1 Unit) VALLEY</td>
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<td>ENGLISH</td>
<td>215 Shakespeare I (3 Units) SOUTHWEST</td>
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<td>ENV SCI 002</td>
<td>The Human Environment: Biological Processes</td>
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<td>HISTORY 023</td>
<td>Latin American Civilization</td>
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<td>MATH 110</td>
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<tr>
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<td>MULTIMD 350</td>
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<td>MULTIMD 400</td>
<td>Introduction to Experimental Animation</td>
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<td>Motion Graphics and Composition for Film and Television</td>
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<td>READING 101</td>
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Board of Trustees
Los Angeles Community College District

<table>
<thead>
<tr>
<th>Comm. No.</th>
<th>ISD1</th>
<th>Division: EDUCATIONAL SUPPORT SERVICES</th>
<th>Date: January 16, 2013</th>
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III. APPROVAL OF NEW EDUCATIONAL PROGRAMS

Los Angeles Mission College
A. Associate of Arts in Music for Transfer-AA-T (60 Units)

Los Angeles Valley College
A. Certificate of Achievement in Cinema Styles (12 Units)
Subject: PERSONNEL COMMISSION ACTIONS

I. Classification Studies:

A. Concur with the action of the Personnel Commission to reclassify EN 767806, from Administrative Secretary (C) to Assistant Secretary to Board of Trustees, effective November 27, 2012.

Administrative Secretary (C)

<table>
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<th>Monthly</th>
<th>Annually</th>
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<tr>
<td>$3,535</td>
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<tr>
<td>$3,729</td>
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<td>$4,151</td>
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Assistant Secretary to Board of Trustees

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<tr>
<td>$4,262</td>
<td>$4,744</td>
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<tr>
<td>$4,496</td>
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<td>$5,280</td>
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<td>$5,004</td>
<td>$5,636</td>
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BACKGROUND: In accordance with provisions of the Education Code, Personnel Commission staff conducted an audit. The audit determined that the duties and responsibilities of the incumbent fall within the classification of Assistant Secretary to Board of Trustees. The position is located in Board of Trustees Office at the District Office. The 2012-2013 fiscal year cost of this action is approximately $2,555.

B. Concur with the action of the Personnel Commission to reclassify EN 789651, from Administrative Intern to Community Services Manager, effective October 24, 2012.

Administrative Intern

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<td>$3,904</td>
<td>$4,585</td>
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<td>$4,346</td>
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<td>$4,585</td>
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Community Services Manager

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<td>$5,425</td>
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<td>$5,723</td>
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<td>$7,647</td>
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<tr>
<td>$6,370</td>
<td>$8,065</td>
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BACKGROUND: In accordance with provisions of the AFT Contract and Education Code, Personnel Commission staff conducted an audit. The audit determined that the duties and responsibilities of the incumbent fall within the classification of Community Services Manager. The position is located in the Westside Extension, West Los Angeles College. The 2012-2013 fiscal year cost of this action is approximately $4,851.

Recommended by: Karen J. Martin, Personnel Director

Chancellor and Secretary of the Board of Trustees

By __________________________ Date __________________________
II. Establishment of a New Classification:

Concur with the action of the Personnel Commission to establish the new classification of Custodian (Sub and Relief) and allocate the new class to an hourly flat rate of $13.84, effective January 8, 2013.

BACKGROUND: The establishment of this new class is in response to a request by the Vice Presidents of Administrative Services and the Directors of College Facilities for assistance in addressing the need to provide custodial services for the colleges and students during anticipated and unanticipated short-term absences of regular custodial staff and during high volume work periods, or for special projects.

The absenteeism rate of custodial personnel is high. This combined with lower than desirable staffing levels due to financial constraints, the building program which has added additional square feet, the need to maintain acceptable levels of cleanliness and sanitation at all times, and efforts to maintain the appearance of the colleges as an element of accreditation requires that the colleges have the ability to hire substitutes and relief custodial staff on short notice i.e. within hours of a reported absence. The current process, which focuses on hiring regular personnel, takes too long and is not responsive to this unique situation.

The establishment of this new classification will facilitate the creation of a “custodial pool” which will enable the colleges to hire custodians on a day-to-day basis on short notice. This approach is commonly used in other public jurisdictions and will operate in a manner consistent with all Education Code, Board Rules, Personnel Commission Rules, and contractual provisions. It will not impact the ongoing efforts by the colleges to increase custodial staffing levels, the hiring of replacements as vacancies occur, or in any way impact the duties or status of current custodial personnel. A collateral benefit to implementing a custodial pool will be to relieve current staff from having to cover multiple assignments on a shift due to the absences of their colleagues which has been an ongoing concern of both the employees and their union.
SUBJECT: EMPLOYMENT ACTIONS REGARDING CLASSIFIED EMPLOYEES

I. SUSPENSION OF CLASSIFIED PERMANENT EMPLOYEE

The five (5) days suspension of employee (EN1017849) assigned to Los Angeles Trade-Technical College as a permanent Admissions & Records Assistant is based on the following causes:

- Abuse of Leave Privileges by Habitual Use of Leave for Trivial Indispositions or by Absences so Frequent that the Efficiency of the Service is Impaired
- Inefficiency
- Frequent Unexcused Absence or Tardiness
- Inattention to or Dereliction of Duty

Background: The above recommendation is in accordance with procedures listed in Education Code Section 88123 and Personnel Commission Rule 735. Evidence is on file in the Employer-Employee Relations Unit of the Human Resources Division to support the above recommendation.

Due process rights guaranteed by Skelly v. State Personnel Board, 15 Cal. 3d 194 (1975) have been afforded the above listed permanent employee.

Recommended by:
Michael Shanahan
Sr. Associate Vice Chancellor
Human Resources

Recommended by:
Adriana D. Barrera, Deputy Chancellor

Approved by:
Daniel J. Lavista, Chancellor

Chancellor and Secretary of the Board of Trustees

By ________________________ Date __________

Page 1 of 2 Pages Com. No. HRD2 Div. Human Resources Date: 1-16-13
II. DISMISSAL OF CLASSIFIED PERMANENT EMPLOYEE

The dismissal of employee (EN810229) assigned to Los Angeles Harbor College as a permanent Custodian is based on the following causes:

- Conviction of Any Controlled Substance Offence As Defined in Education Code Section 87011
- One or More Criminal Conviction Which Indicate that the Person is a Poor Employment Risk in the Job Classification He/She Holds

Background: The above recommendation is in accordance with procedures listed in Education Code Section 88123 and Personnel Commission Rule 735. Evidence is on file in the Employer-Employee Relations Unit of the Human Resources Division to support the above recommendation.

Due process rights guaranteed by Skelly v. State Personnel Board, 15 Cal. 3d 194 (1975) have been afforded the above listed permanent employee.
Subject: AUTHORIZE REVISION OF BOARD RULES 1200 AND 1201

1200. MISSION. "Changing Lives in a Changing Los Angeles"

In an era of civic renewal, economic change, and cultural revitalization that is unprecedented in the history of Los Angeles, we, the faculty, staff, and administrators of the nine Los Angeles community colleges, dedicate ourselves to the goal of expanding access to educational opportunity across the many, diverse communities that contribute to the greater Los Angeles area.

We serve all Angelinos by providing an unparalleled array of educational offerings, including programs that prepare students for successful careers, for transfer to four-year colleges and universities, for the improvement of essential life and workplace skills, and for civic engagement and lifelong learning.

To achieve this mission, we strive to create supportive instructional environments that challenge students to meet rigorous academic standards, to become active, self-directed learners, to develop critical and creative habits of mind, and to develop an abiding appreciation for other peoples and other cultures.

The mission of the Los Angeles Community College District is to provide our students an excellent education that prepares them to transfer to four-year institutions, successfully complete workforce development programs designed to meet local and statewide needs, and pursue opportunities for lifelong learning and civic engagement.

Recommended by: Jasmin Delahoussaye

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LaVista, Chancellor

Chancellor and
Secretary of the Board of Trustees

By: ____________________ Date: ____________________

Page 1 of 3 Pages 1-30-13 Notice: 1-16-13
1201. **GUIDING PRINCIPLES.** This District mission is informed by the following eight guiding principles.

**Access & Opportunity.** We are committed to expanding educational opportunity and access to everyone who has the desire to learn, and we actively welcome all students, including those from communities that have traditionally been underserved by higher education or who require special accommodation or support.

**Excellence & Innovation.** In all of our services and institutional activities, we strive to create a culture of excellence and innovation, and we challenge our students to meet the highest educational standards.

**Student Learning & Success.** All of our institutional efforts and resources are dedicated to one central purpose—the support of our students as they work toward the achievement of their academic and professional goals.

**Free Inquiry.** We value the vigorous, critical and free exchange of ideas and opinions, and we work actively to create communities of mutual respect and shared concern that support and sustain open debate and constructive, democratic discourse.

**The Power of Diversity.** We embrace diversity as a central part of our civic and institutional identity and as a powerful element in the education and development of every individual.

**Community Connection.** Our colleges must be rooted in the communities they serve, and we are determined to build and maintain strong, durable, and responsive collaborations with our educational partners across Los Angeles, and with business, labor, and other organizations that contribute to the fabric of our larger community.

**The Promise of Technology.** Technology plays a critical role in all of our institutional operations and educational programs, and we are committed to keeping both our District systems and classrooms on the forefront of technological innovation and efficiency.

**Public Accountability.** We are accountable to the public for all aspects of our mission, and we owe the students we serve, the people of Los Angeles, and the State of California regular and timely assessments of all of our efforts in support of student learning and student success.
CORE VALUES. This District mission is informed by the following core values that will guide us in reaching our goals:

Access & Opportunity. We are committed to maximizing educational opportunity and access to everyone who has the desire to learn, and we actively engage all students, especially those from communities that have traditionally been underserved by higher education or who require special accommodation or support.

Excellence & Innovation. In all of our services and institutional activities, we strive to create a culture of excellence and continuous improvement through the use of innovative pedagogy and technologies that challenge our students, faculty, staff and administrators to meet the highest educational and professional standards.

Student Learning & Success. All of our institutional efforts and resources are dedicated to one central purpose—the support of all students as they work toward the achievement of their academic and career goals.

Free Inquiry. We value the vigorous, critical and free exchange of ideas and opinions, and we work actively to create communities of mutual respect and shared concern that support and sustain open debate and constructive, democratic discourse.

The Power of Diversity. As a group of nine urban and suburban colleges situated in the midst of different communities, we draw upon and embrace diversity as an integral aspect of our civic and institutional identity and as a powerful element in the education and development of every individual.

Equity. We are committed to eliminating achievement gaps by identifying and removing barriers to student success.

Community Connection. Our colleges must be rooted in the communities they serve, and we are determined to build and maintain strong, durable, and responsive collaborations with our educational partners across Los Angeles, and with business, labor, and other organizations that contribute to the fabric of our larger community.

Public Accountability and Transparency. We are accountable to the public for all aspects of our mission, and we owe the students we serve, the people of Los Angeles, and the State of California regular and timely assessments of all of our efforts through shared governance processes that are open and transparent.
Subject: AUTHORIZATION OF STUDENT TRAVEL

A. Los Angeles City College

Authorize sixteen students and two faculty members to participate in the Study Abroad Program in Madrid, Spain, during the period of July 2 to July 29, 2013.

Background: The Foreign Languages/Humanities Department at Los Angeles City College is the sponsor of this event.

FISCAL IMPLICATION: Students will pay directly for the cost of this trip. No District funds will be used. The total estimated cost is $70,560.

B. East Los Angeles College

Increase by $936 the authorized travel cost for six students and one faculty member who attended the Society for the Advancement of Chicanos and Native Americans in Science conference in Seattle, Washington, from October 11 to October 15, 2012. The original authorization submitted to the Board on October 3, 2012, was for $6,602; however, the actual cost of the trip was $7,538.

Background: No District funds were used for this trip. The increase was due to higher airfare at the time of purchase. Original funding came from the National Science Foundation (NSF) and the Academic and Student Support to Improve STEM Transfer (ASSIST). Additional funds will come from the same source.
A. Purchase Orders issued as indicated. These are orders issued on campus for purchase not to exceed $81,000 each.

B. Facilities Order Forms.

C. Agreements for Art Modeling Services.

D. Agreements for Athletic Officiating Services.

E. CONTRACT EDUCATION AGREEMENT

   4500181080 Southwest. Agreement with the Inglewood Unified School District to work collaboratively to provide instruction for 12 college preparatory courses at City Honors College Preparatory Charter School during the period August 27, 2012 to June 30, 2013, inclusive. Total income: $48,000.

F. LEASE OF EQUIPMENT AGREEMENTS


   4500181126 East. Agreement with Xerox Corporation for lease, including maintenance, of a Xerox WC5740PT copier system for a 36-month period beginning January 13, 2013 or the actual date of delivery, whichever is later. Total cost: $4,925.

G. LEASES, USE PERMITS AND CIVIC CENTER PERMITS OF DISTRICT FACILITIES

   4500181199 Van de Kamp. Permit for Use with California State University, Los Angeles for their use of one classroom to provide their Business Course MKT341 on 5 Saturdays from 9:00 am to 5:00 pm from February 16, 2013 to March 16, 2013. Total income: $3,000.

   4500181378 West. Agreement with First Class Vending for lease of 16 3’ x 3’ vending machine footprints for the purpose of providing food and non-alcoholic beverage vending services, vending machines and equipment maintenance at a lease income of $50 per footprint per month during the period December 1, 2012 to March 6, 2013, inclusive. This contract is required to continue vending services to the College while the District conducts a competitively solicited Invitation for Bids (IFB) to replace, as the College’s contract vending services provider, A Matter of Taste, which terminated its vending operations effective
November 30, 2012. The identification of the property locations of the vending machines as 3’ x 3’ footprints is simply a point of reference to incorporate the space a machine occupies plus the access to it, as with swinging doors that open in front. Total income: $3,200.

H. LICENSE AGREEMENTS

4500124654 City. Amendment No. 4 to renew agreement with Broadcast Music, Inc. to license non-dramatic public performances of copyrighted musical compositions, increasing the total contract amount from $12,124 to $15,375 from July 1, 2012 to June 30, 2013, inclusive, for the fifth year of the agreement. Total additional cost: $3,251.

4500181256 City. Agreement with American Society of Composers, Authors and Publishers to license non-dramatic public performances of copyrighted musical compositions during the period July 1, 2012 to June 30, 2017, inclusive. Total cost: $16,000.

I. MAINTENANCE AGREEMENTS

4500131912 City. Amendment No. 4 to agreement with Data2Info to provide maintenance of ActionPlan IT student education planning software for the EOPS Program, increasing the total contract amount from $76,000 to $95,000 from July 1, 2012 to June 30, 2013, inclusive, for the fifth year of the agreement. Total additional cost: $19,000.

4500180960 City. Agreement with CAE Healthcare, Inc. to provide warranty services for a patient simulator during the period August 1, 2012 to July 31, 2014, inclusive. Total cost: $9,282.

4500181069 City, District Office, Valley, and West. Agreement with Biometrics4All, Inc., for maintenance of four Guardian LS200 desktop fingerprint and license scanner-computer systems installed at the Colleges’ Sheriff Departments and at the District’s Human Resources Division (HRD), under the auspices and funding of the HRD during the period April 29, 2011 to June 30, 2013, inclusive. Total cost: $3,822.

4500148353 Harbor. Amendment No. 1 to extend agreement with Steve Carrillo dba Document Management Solutions to provide license usage, data base storage, software maintenance, support and software updates for PaperFlow single seat license, increasing the total contract amount from $2,625 to $4,455 from December 9, 2012 to December 8, 2014, inclusive for the fourth and fifth years of the agreement. Total additional cost: $1,830.
Southwest. Agreement with Gettinger Castle, Inc. to provide preventive maintenance services for an autoclave and a boiler located in AV 121 during the period August 1, 2012 to July 31, 2013, inclusive. Total cost: $5,322.

Valley. Amendment No. 3 to renew agreement with Canon Business Solutions, Inc., for maintenance of two Canon IR5075 copiers in the Reprographics Department, increasing the total contract amount from $43,056 to $57,408 from November 1, 2012 to October 31, 2013, inclusive, for the fourth year of the agreement, with a 30 day termination clause. Total additional cost: $14,352.

J. STUDENT INTERNSHIP AGREEMENTS

City. No-cost agreement with Silver Lake Medical Center for clinical training of students enrolled in the Nursing Program during the period September 1, 2011 to December 31, 2014, inclusive.

East. No-cost agreement with MSLA, A Medical Corporation to provide clinical training for students enrolled in the Health Information Technology Program from October 15, 2012 to October 14, 2015, inclusive.

East. No-cost agreement with Kedren Community Mental Health Center to provide clinical training for students enrolled in the Health Information Technology Program from October 15, 2012 to October 14, 2015, inclusive.

East. Amendment No. 1 to No-cost agreement with White Memorial Medical Center to include clinical training for students enrolled in the Emergency Medical Technician Program from September 1, 2012 to August 30, 2013, inclusive.

East. No-cost agreement with Torrance Memorial Medical Center to provide clinical training for students enrolled in the Respiratory Therapy Program from July 1, 2012 to June 30, 2014, inclusive.

Southwest. No-cost agreement with Lighthouse Healthcare Center, LLC for clinical training of students enrolled in the Nursing Assistant Program during the period August 1, 2012 to December 31, 2015, inclusive.

Southwest. No-cost agreement with Centinela Hospital Medical Center for clinical training of students enrolled in the Nursing Program during the period August 30, 2012 to August 29, 2017, inclusive.
West. No-cost agreement with AIDS Healthcare Foundation to provide clinical training for students enrolled in the Pharmacy Training Program from September 1, 2012 to August 31, 2015, inclusive.

K. SERVICE AGREEMENTS

4500137200 City. Amendment No. 5 to renew agreement with SARS Software Products, Inc. to provide technical support for SARS-CALL Support for the Counseling Department, increasing the total contract amount from $28,620 to $30,240 from July 1, 2012 to June 30, 2013, inclusive, for the fourth year of the agreement. Amendment No. 4 to renew the agreement for the EOPS Department for the period from July 1, 2012 to June 30, 2013 was ratified by the Board on November 7, 2012 (Com. No. BSD1). Total additional cost: $1,620.

4500154670 City. Amendment No. 2 to renew agreement with Ramona Munsell & Associates Consulting, Inc. to provide technical assistance and grant writing services for Student Support Services Programs, increasing the total contract amount from $17,161 to $25,183 from September 1, 2012 to August 31, 2013, inclusive, for the second year of the agreement. Total additional cost: $8,022.

4500166116 City. Amendment No. 1 to agreement with Goodwill Disposal Company to provide pickup, hauling and disposal services for a 40 yard bin of separated college construction related waste materials such as concrete, metal or wood to drop off at recycling center on an as needed basis. These services are not included in the Districtwide waste hauling agreement with a different contractor. This amendment will increase the total contract amount from $3,000 to $6,000 from July 1, 2012 to June 30, 2013, inclusive, for the second year of the agreement. Total additional cost: $3,000.

4500168703 City. Amendment No. 1 to agreement with Western Exterminator to provide for integrated pest management services rendered during transitional phase to new vendor, increasing the total contract amount from $4614 to $7,472 from June 1, 2012 to July 21, 2012, inclusive. Total additional cost: $2,858.

4500180756 City. Agreement with eLumen Collaborative, LLC to provide Achievement software for managing data on individual students achievements during the period July 1, 2012 to June 30, 2013, inclusive. Total cost: $11,979.

4500180819 City. Agreement with Jason Sanchez to provide Community Services classes on makeup artistry during the period October 1, 2012 to December 12, 2012, inclusive. Total cost: $8,700.
4500180869  City. Agreement with Admiral Pest Control to provide integrated pest management services during the period December 1, 2012 to June 30, 2015, inclusive. **Total cost:** $50,050.

4500181242  City. Agreement with Augusoft, Inc. to provide online registration software for the Community Services Department during the period November 1, 2012 to June 30, 2013, inclusive. **Total cost:** $30,000.

4500181358  District Office. Agreement with DS Waters of America, Inc. dba Sparkletts to install equipment to provide hot and cold temperature Reverse Osmosis filtered water units on the nine floors of the District Office. Monthly rental rate is $23.99 per unit per month, with filter changes provided at a minimum of once per year or as needed for a contract period of February 1, 2013 to January 31, 2018, inclusive. **Total annual cost:** $2,591.

4500181066  District Office. No-cost agreement with the California Department of Motor Vehicles to obtain confidential information on delinquent and defaulted student loan borrowers, in order to reduce the quantity of outstanding student loans, and the quantity and frequency of student loan defaults, for the Central Financial Aid Unit from January 1, 2013 to December 31, 2013, inclusive.

4500181130  District Office. Agreement with Golden Star Technology, Inc. to provide support of the HP wireless controller system for the Van De Kamp Innovation Center during the period March 1, 2013 to February 28, 2018, inclusive. **Total cost:** $1,337.

4500168146  East. Amendment No. 1 to renew agreement with Pyramid Technology Services to provide Ace Dell Storage Area Network program for the Information Technology Department, increasing the total contract amount from $21,000 to $34,000 from November 30, 2012 to November 29, 2013, inclusive, for the second year of a five year agreement. **Total additional cost:** $13,000.

4500131288  Harbor. Amendment No. 3 to agreement with Steve Carrillo dba Document Management Solutions to provide license, technical support and software updates for a system that scans and saves documents electronically for the Financial Aid Department, increasing the total contract amount from $9,757 to $13,092 from June 25, 2012 to June 24, 2013, inclusive, for the fourth year of the agreement. **Total additional cost:** $3,335.

4500133934  Harbor. Amendment No. 2 to agreement with Card Integrators Corp. to provide license usage and maintenance services for the I.D. card system (CI Badge
7.55), increasing the total contract amount from $4,985 to $7,420 from July 1, 2011 to June 30, 2012, inclusive, for the third year of the agreement. Total additional cost: $2,435.

4500131942 Harbor. Amendment No. 1 to renew agreement with IBE Digital to provide maintenance services for a Konica Minolta Bizhub 421 copy/scanner located in the Communication Department, increasing the total contract amount from $1,897 to $5,163 from July 1, 2012 to June 3, 2014, inclusive, for the fourth and fifth years of the agreement, with a 30 day termination clause. Total additional cost: $3,266.

4500134761 Harbor. Amendment No. 2 to agreement with Steve Carrillo dba Document Management Solutions to provide 2 PaperFlow Single Seat licenses, technical support and software updates, increasing the total contract amount from $2,610 to $4,010 from March 1, 2012 to February 28, 2014, inclusive, for the fourth and fifth years of the agreement. Total additional cost: $1,400.

4500134764 Harbor. Amendment No. 1 to agreement with Steve Carrillo dba Document Management Solutions to provide 2 PaperFlow Single Seat licenses, technical support and software updates, increasing the total contract amount from $2,000 to $4,300 from March 1, 2012 to February 28, 2014, inclusive, for the fourth and fifth years of the agreement. Total additional cost: $2,300.

4500147423 Harbor. Amendment No. 1 to renew agreement with IBE Digital to provide maintenance services for a Konica Minolta Bizhub 200 copy/scanner located in the Assessment Center, increasing the total contract amount from $651 to $992 from July 1, 2012 to June 3, 2013, inclusive, for the second year of the agreement, with a 30 day termination clause. Total additional cost: $341.

4500163456 Harbor. Amendment No. 1 to extend agreement with Engineerica Systems, Inc. to provide an ACCuSQL Platinum Plus annual subscription including software upgrades, priority support, training and the ability to request software changes on the Platinum Web Support Forum, increasing the total contract amount from $5,160 to $7,740 from September 26, 2012 to September 25, 2013, inclusive, for the second year of the agreement. Total additional cost: $2,580.

4500180871 Harbor. Agreement with Iron Mountain to provide storage services for student and employee records at an offsite location during the period July 1, 2012 to June 30, 2013, inclusive. Total cost: $2,500.
**Harbor.** Agreement with Steve Carrillo dba Document Management Solutions to provide PaperFlow Lite Single Seat license, PaperVision Enterprise Single Seat license, annual maintenance including phone technical support and software updates during the period August 10, 2011 to August 9, 2013, inclusive. **Total cost:** $1,080.

**Mission.** Amendment No. 2 to renew agreement with SARS (Scheduling and Recording Software) Software Products, Inc. for license, maintenance and support of SARS-GRID software for the Information Technology Department, increasing the total contract amount from $7,020 to $9,720 from January 15, 2013 to January 14, 2014, inclusive, for the third year of the agreement. **Total additional cost:** $2,700.

**Mission.** Agreement with Broadcast Music, Inc. to license non-dramatic public performance of copyrighted musical compositions during the period July 1, 2012 to June 30, 2017, inclusive. **Total cost:** $10,000.

**Pierce.** Agreement with Education To Go to provide various on-line computer classes for the Community Services Department during the period July 1, 2012 to June 30, 2013, inclusive. **Total cost:** $10,000.

**Southwest.** Amendment No. 1 to agreement with Blackboard Connection, Inc. to provide a mass notification service for emergency communication, increasing the total contract amount from $27,150 to $45,800 from July 1, 2012 to June 30, 2013, inclusive for the third year of the agreement. **Total additional cost:** $18,650.

**Southwest.** Agreement with PotentialUnleashed, LLC. to provide, as part of the Achieving the Dream Program, a workshop entitled “Culture Alignment” which focuses on improving the campus culture and climate during the period August 20, 2012 to August 21, 2012, inclusive. **Total cost:** $8,600.

**Southwest.** Agreement with American Transportation Systems to provide transportation services for the Young Scholars Summer Program for various field trips during the period June 22, 2012 to September 30, 2012, inclusive. **Total cost:** $11,685.

**Southwest.** Agreement with Achieving The Dream, Inc. to provide leadership and data coaching services, data tools and analysis for the Achieving the Dream Program during the period July 1, 2012 to June 30, 2013, inclusive. **Total cost:** $25,000.
4500180967  **Southwest.** Agreement with California Excursion & Transportation to provide transportation services for the Upward Bound Program’s students and staff – Northern California College Tour during the period August 9, 2012 to August 12, 2012, inclusive. **Total cost: $5,150.**

4500181082  **Southwest.** Agreement with California State University – Dominguez Hills to provide consulting services, as required by the Homeland Security Award grant, for a research preparation workshop on various topics including mentorships during the period July 1, 2012 to August 31, 2013, inclusive. **Total cost: $17,000.**

4500165456  **Trade-Technical.** Amendment No. 1 to renew agreement with Viatron Systems, Inc., to provide Viatron VTX Content Scanning Management System for the campus, increasing the total contract amount from $11,000 to $21,000 from July 1, 2012 to June 30, 2013, inclusive, for the second year of the agreement. **Total additional cost: $10,000.**

4500180905  **Trade-Technical.** Agreement with Tee and Associates, LLC to provide the Real Time Scheduling and Student Graduation Tracking Program for the Information Technology Department during the period April 1, 2013 to March 31, 2014, inclusive. This is a proprietary software program developed specifically for Trade-Technical College which is web based to allow their students to directly access the schedule and catalog and which must be updated periodically. **Total cost: $12,700.**

4500181158  **Trade-Technical.** Agreement with Inkgraf to provide marketing and advertising services for the Public Relations Department during the period July 1, 2012 to June 30, 2013, inclusive. **Total cost: $20,000.**

4500179013  **Valley.** Correct period of services with Career America, LLC from November 1, 2012 to October 31, 2013; to the period January 7, 2013 to January 6, 2014, as ratified by the Board of Trustees on November 7, 2012 (Com. No. BSD1); for license to use its custom version of Financial Aid TV services including updates, support and maintenance for the Financial Aid Office.

4500153317  **West.** Amendment No. 3 to renew agreement with Thompson West to provide online analytical and paralegal library for students, increasing the total contract amount from $12,000 to $24,000 from September 1, 2012 to August 31, 2013, inclusive, for the fourth year of the agreement. **Total additional cost: $12,000.**

4500180842  **West.** Agreement with Live Scan Solutions to provide fingerprint and background checks for nursing students during the period July 1, 2012 to June 30, 2013, inclusive. **Total cost: $5,200.**
4500181140  **West.** Agreement with Ramona Munsell and Associates to provide grant consulting services for the Upward Bound program during the period September 1, 2012 to August 31, 2014, inclusive. **Total cost:** $66,500.

4500180873  **West.** Agreement with South Bay Workforce Investment Board to participate in a consortium of employers in Los Angeles County for the purpose of training incumbent and long-term unemployed workers in technical skills that allow the trainee to be placed or retained in an industry job that prepares them for advancement along a technical career pathway, as specified by the U.S. Department of Labor H1B Technical Skills Training Grant during the period April 2, 2012 to April 1, 2016, inclusive. **Total cost:** $440,000.

4500180874  **West.** Agreement with AT&T to participate in a consortium of employers in Los Angeles County for the purpose of training AT&T's incumbent and long-term unemployed workers in technical skills that allow the trainee to be placed or retained in an industry job that prepares them for advancement along a technical career pathway, as specified by the U.S. Department of Labor H1B Technical Skills Training Grant awarded to the college during the period April 2, 2012 to April 1, 2016, inclusive. **Total cost:** $840,160.

4500180875  **West.** Agreement with P V Jobs to participate in a consortium of employers in Los Angeles County for the purpose of training incumbent and long-term unemployed workers in technical skills that allow the trainee to be placed or retained in an industry job that prepares them for advancement along a technical career pathway, as specified by the U.S. Department of Labor H1B Technical Skills Training Grant during the period April 2, 2012 to April 1, 2016, inclusive. **Total cost:** $240,000.

4500180876  **West.** Agreement with Northrop Grumman to participate in a consortium of employers in Los Angeles County for the purpose of training Northrop Grumman's incumbent and long-term unemployed workers in technical skills that allow the trainee to be placed or retained in an industry job that prepares them for advancement along a technical career pathway, as specified by the U.S. Department of Labor H1B Technical Skills Training Grant during the period April 2, 2012 to April 1, 2016, inclusive. **Total cost:** $956,804.

4500180877  **West.** Agreement with Lockheed Martin to participate in a consortium of employers in Los Angeles County for the purpose of training Lockheed Martin's incumbent and long-term unemployed workers in technical skills that allow the trainee to be placed or retained in an industry job that prepares them for advancement along a technical career pathway, as specified by the U.S. Department of Labor
H1B Technical Skills Training Grant during the period April 2, 2012 to April 1, 2016, inclusive. Total cost: $500,000.

West. Agreement with Well Point to participate in a consortium of employers in Los Angeles County for the purpose of training Lockheed Martin's incumbent and long-term unemployed workers in technical skills that allow the trainee to be placed or retained in an industry job that prepares them for advancement along a technical career pathway, as specified by the U.S. Department of Labor. H1B Technical Skills Training Grant during the period April 2, 2012 to April 1, 2016, inclusive. Total cost: $242,496.

West. Agreement with Kentico Software to provide their certified software developer program for the Information Technology Department during the period January 16, 2012 to January 15, 2015, inclusive. Total cost: $25,500.

West. Agreement with Steven Lee to provide grant consulting services, including providing guidance and monitoring to the new Active Minds chapter, coordinating Student Health 101 activities, providing guidance in the use of social media as a tool for mental health awareness among students, faculty and staff, and attending project meetings and workshops, as specified in the Student Mental Health Grant proposal and award document from the Foundation for California Community Colleges during the period July 1, 2012 to May 31, 2014, inclusive. Total cost: $29,600.

L. SPECIAL GRANT FUNDED AGREEMENTS

City. Amendment No. 4 to agreement with the U.S. Department of Education for that agency to fund the Student Support Services Program, increasing the total contract amount from $854,081 to $1,135,591 from September 1, 2012 to August 31, 2013, inclusive, for the fourth year of the agreement. Total additional expense: $281,510.

City. Amendment No. 2 to agreement with the U.S. Department of Education for that agency to fund the Anytime, Anywhere Pathways to Success Program providing development of online instructional programs and student services, increasing the total contract amount from $1,219,021 to $1,993,759 from September 1, 2012 to August 31, 2013, inclusive, for the fourth year of the agreement. Total additional expense: $774,738.

City. Amendment No. 3 to agreement with the California Community Colleges Chancellor’s Office for that agency to fund the Foster and Kinship Care Education Program, to increase the total contract amount from $213,329 to $326,117 from July 1, 2012 to June 30, 2013, inclusive, for
the third year of the agreement. **Total additional expense: $112,788.**

4500168712 *City.* Amendment No. 1 to agreement with the California Community Colleges Chancellor’s Office for that agency to fund the Career and Technical Education Transitions Funds Grant, increasing the total contract amount from $46,970 to $96,359 from July 1, 2012 to June 30, 2013, inclusive, for the second year of the agreement. **Total additional expense: $49,389.**

4500180861 *City.* Agreement with Yosemite Community College for that agency to fund the Career and Technical Education Transitions Funds Grant, increasing the total contract amount from $46,970 to $96,359 from July 1, 2012 to June 30, 2013, inclusive. **Total expense: $49,389.**

4500181244 *City.* **No-cost** agreement with San Francisco Community College District for that agency to fund the Early Childhood Mentor Program during the period August 1, 2012 to July 31, 2013, inclusive.

4500136411 *Districtwide.* Amendment No. 3 to renew agreement with the California Department of Education, Nutrition Services Division, for that agency to provide funding for healthy meals to all children enrolled at the colleges’ Child Development Centers, increasing awareness in healthy choices for the enrolled children and their families, and decreasing the effects of childhood obesity, through the State’s Child and Adult Care Food Program, increasing the total contract amount from $2,510,433 to $3,338,124 during the period of October 1, 2012 to September 30, 2013, inclusive, for the fourth year of the agreement. **Total additional expense: $827,691.**

4500120395 *East.* Amendment No. 3 to renew agreement with Yosemite Community College District for that agency to fund the Child Development Program for up to 50 participants, increasing the total contract amount from $30,000 to $40,000 from September 1, 2012 to August 31, 2013, inclusive, for the fourth year of the agreement. **Total additional expense: $10,000.**

4500153658 *Harbor.* Amendment No. 2 to agreement with Yosemite Community College for that agency to fund the Child Development Training Consortium, increasing the total contract amount from $20,000 to $30,000 from July 1, 2012 to June 30, 2013, inclusive, for the third year of the agreement. **Total additional expense: $10,000.**

4500181084 *Harbor.* Agreement with San Francisco Community College District for that agency to fund the Early Childhood Mentor Program during the period August 1, 2012 to July 31, 2013, inclusive. **Total expense: $150.**
4500181247 Harbor. Agreement with the California Community Colleges Chancellor's Office for that agency to fund the Virtual Reality Training Center which trains faculty to teach digital design students with Computer Aided Design skills how to translate that content into virtual reality programming during the period November 15, 2012 to January 31, 2014, inclusive. Total expense: $339,992.

4500174221 Southwest. Amendment No. 1 to agreement with California Community Colleges Chancellor's Office for that agency to fund the Career Technical Education Transitions Program, increasing the total contract amount from $46,970 to $96,359 from July 1, 2012 to June 30, 2013, inclusive, for the second year of the agreement. Total additional expense: $49,389.

4500180962 Southwest. Agreement with the U. S. Department of Education for that agency to fund the Talent Search grant that identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education during the period September 1, 2012 to August 31, 2013, inclusive. Total expense: $230,000.

4500181020 Southwest. Agreement with the California Community Colleges Chancellor's Office for that agency to fund the Enrollment Growth for Associate Degree Nursing Grant which provides pre-enrollment assessment, preparation, retention and National Council Licensure Exam support for students during the period July 1, 2012 to June 30, 2013, inclusive. Total expense: $118,187.

4500181075 Southwest. Agreement with the U. S. Department of Education for that agency to fund the Science, Technology, Engineering and Mathematics Scholars Program which provides opportunities for academic development, assists students with basic college requirements and serves to motivate students towards successful completion of their postsecondary education during the period September 1, 2012 to August 31, 2013, inclusive. Total expense: $213,180.

4500181083 Southwest. Agreement with the Para Los Ninos for that agency to fund Community Services which provides life skills training classes for foster and probation youth between the ages of 16 and 20 during the period July 1, 2012 to December 31, 2012, inclusive. Total expense: $14,000.

4500180906 Trade-Technical. Agreement with Butte Glenn Community College for that agency to fund the Electronic Transcript Mini Grant for up to 1,000 participants, during the period July 1, 2012 to June 30, 2013, inclusive. Total expense: $10,000.
Valley. Agreement with California Community Colleges Chancellor's Office for that agency to fund the Economic and Workforce Development Responsive Training Program, to train and conduct various workshops for approximately 150 Baxter BioScience incumbent workers to upgrade their skills and to create advancement options for employees and to open avenues for new positions within their company during the period November 15, 2012 to January 31, 2014, inclusive. **Total expense:** $308,324.

Valley. Agreement with California Community Colleges Chancellor's Office for that agency to fund the Economic and Workforce Development Responsive Training Program, to train and conduct various workshops for approximately 1,290 County of Los Angeles incumbent workers to upgrade their skills and to create advancement options for employees and to open avenues for new positions within the county system during the period November 15, 2012 to January 31, 2014, inclusive. **Total expense:** $223,466.

Valley. Agreement with Forsyth Technical Community College for that agency to fund the Consortium for Bioscience Credentials Program funded through the U.S. Department of Labor Employment & Training Administration, to provide Bio Tech training to approximately 300 participants; training will cover a variety of topics in the Bio Tech field and ultimately lead to gainful employment with local Bio Tech employers during the period October 1, 2012 to September 30, 2016, inclusive. **Total expense:** $1,704,637.

West. Agreement with Foundation for California Community Colleges for that agency to fund the Pathways to Wellness Program for three participants during the period July 1, 2012 to June 30, 2014, inclusive. **Total expense:** $88,738.

West. Agreement with U.S. Department of Education for that agency to fund the Upward Bound Program-Los Angeles High School for up to 60 students during the period October 1, 2012 to September 30, 2017, inclusive. **Total expense:** $250,000.

West. Agreement with U.S. Department of Education for that agency to fund the Upward Bound Program Crenshaw and Dorsey High Schools for up to 60 students during the period September 1, 2012 to August 30, 2013, inclusive. **Total expense:** $290,430.
M. SHORT TERM AGREEMENTS PREPARED AT SITE LOCATIONS FOR SERVICES, RENTAL & MAINTENANCE OF EQUIPMENT, AND LICENSE & MAINTENANCE OF SOFTWARE $5,000 OR LESS PER YEAR

4500180913  Districtwide. Agreement with Silver Service Events to provide dinner, as allowed by the grant, for the Project MATCH Award Ceremony held on Friday, December 7, 2012 at East Los Angeles College, under the auspices of the District’s Office of Diversity Programs. Total cost: $1,720.

4500179948  East. Agreement with PC & MAC Exchange to provide maintenance for the Deep Freeze software system used in the campus computer labs to allow the computers to be restored to an original image each time they are reset, during the period January 19, 2013 to January 18, 2014, inclusive. Total cost: $2,560.

4500180343  East. Agreement with Ameripride Uniform Service to provide shop towels and fender covers for the Auto Tech Department during the period July 1, 2012 to June 30, 2013, inclusive. Total cost: $2,230.

4500180348  East. Agreement with Canon Business Solutions, Inc., to provide maintenance for a Canon IRC3235i located in the Non-Credit Department during the period July 1, 2012 to June 30, 2013, inclusive, with a 30 day termination clause. Total cost: $800.

4500180601  East. Agreement with Toshiba Business Solutions to provide maintenance for an E Studio copier located in the Disabled Students Office during the period October 1, 2012 to September 30, 2013, inclusive, with a 30 day termination clause. Total cost: $900.

4500180224  Mission. Agreement with Harland Technology Services Division of Scantron to provide onsite maintenance for one Scanmark ES2260 Scantron machine in the Citizenship Center during the period July 1, 2012 to June 30, 2013, inclusive. Total cost: $846.

4500180295  Mission. Agreement with David Ramirez to conduct a series of workshops for the EOPS and CARE Program participants on November 16, 2012. Total cost: $3,000.

4500180525  Mission. Agreement with Xerox Corporation for maintenance of a Xerox WC123 copier in the WorkSource Center during the period July 1, 2012 to June 30, 2013, inclusive, with a 30 day termination clause. Total cost: $1,300.

4500180553  Mission. Agreement with DeWayne Johnson to conduct workshops on the topics of working with the system, the needs of foster children, school issues and discipline for

4500180554 Mission. Agreement with Alicia Ames-Trelles to conduct workshops on the topics of working with the system, the needs of foster children, school issues and discipline for Permanence and Safety – Model Approach to Partnerships in Parenting Program participants during the period November 19, 2012 to June 30, 2013, inclusive. Total cost: $3,000.

4500180934 Mission. Agreement with Carlos Oscar to provide entertainment for the Staff Development Winter Luncheon during the period December 4, 2012 to June 30, 2013, inclusive. Total cost: $500.

4500179710 Pierce. Agreement with Kyoko Kassarjian to conduct “ikebana” classes for Community Services Department during the period November 3, 2012 to December 1, 2012, inclusive. Total cost: $1,405.

4500180205 Pierce. Agreement with Dr. Charles Sophy to conduct a workshop on the topic of special medication issues for children for the Foster and Kinship Care Education Program participants on November 27, 2012. Total cost: $300.


4500180904 Trade-Technical. Agreement with Sagecom, Inc. to provide maintenance for the Xmedius Fax Server located in the Information Technology Department during the period October 17, 2012 to October 16, 2013, inclusive. Total cost: $4,968.

4500180213 Valley. Agreement with Tereso Gonzalez Galvan dba Tatis Diamond Tours to provide bus transportation services for Upward Bound Program participants on October 27, 2012. Total cost: $600.

4500180221 Valley. Agreement with First Student to provide bus transportation services for Career Technical Transition Program participants on November 27, 2012. Total cost: $450.

4500180223 Valley. Agreement with Carrol E. Gray to serve as parking citation hearing appeals officer during the period December 31, 2012 to December 30, 2013, inclusive. Total cost: $2,500.
Valley. Agreement with Kellie Nicholson dba Grandma Gillie’s Greetings to conduct professional bartending classes for the Community Services Department during the period October 1, 2012 to September 30, 2013, inclusive. Total cost: $1,431.

Valley. Agreement with Mind Body and Swim to conduct swimming classes for Community Services Department during the period January 1, 2013 to June 30, 2013, inclusive. Total cost: $2,820.

Valley. Agreement with Tereso Gonzalez Galvan dba Tatis Diamond Tours to provide bus transportation services for the Student Support Services Program participants during the period November 1, 2012 to August 31, 2013, inclusive. Total cost: $1,200.

Valley. Agreement with Canon Business Solutions, Inc. for maintenance of a Canon IR3235 copier in the Music Department during the period September 30, 2012 to September 29, 2013, inclusive, with a 30 day termination clause. Total cost: $420.

Valley. Agreement with Canon Business Solutions Inc. for maintenance of a Canon IR2025i copier in the Child Development Center during the period September 21, 2012 to September 20, 2013, inclusive, with a 30 day termination clause. Total cost: $463.

West. Agreement with ABM Business Machines to provide maintenance for the Ideal Paper Cutter located in the Bookstore during the period October 17, 2012 to October 16, 2013, inclusive. Total cost: $944.

West. Agreement with Mario Escobar to provide seminar on career choices for college students during the period November 13, 2012 to November 16, 2013, inclusive. Total cost: $500.

West. Agreement with Fulcrum Learning System, Inc. to provide Leadership and Team Development field trip for Upward Bound participants held on June 22, 2012. Total cost: $4,500.

N. SETTLEMENT OF CLAIM

Southwest: Settlement of claim in the amount of $4,999.
I. **AUTHORIZE NAME CHANGE**

A. Authorize the use of a change of name to the following agreements with Sigma Engineering, a Division of EORM to now use the formal and legal business name Environmental & Occupational Risk Management, Inc.:

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Date of Com. No.</th>
<th>FPD1</th>
</tr>
</thead>
<tbody>
<tr>
<td>50054</td>
<td>April 23, 2008</td>
<td></td>
</tr>
<tr>
<td>50200</td>
<td>April 28, 2010</td>
<td></td>
</tr>
<tr>
<td>50248</td>
<td>February 23, 2011</td>
<td></td>
</tr>
</tbody>
</table>

There are no other changes.

**Background**

The above table identifies the agreement numbers and the dates when authorized by the Board of Trustees. Pursuant to notification from the company previously known as Sigma Engineering, a Division of EORM this item authorizes staff to revise the legal business name to name Environmental & Occupational Risk Management, Inc. There are no other changes made.

B. **Action**

Authorize the use of a change of name to Agreement No. 40207 with NetSecure to now use the formal and legal business name SecureNet Solutions, Inc. There are no other changes.

**Background**

This agreement was authorized by the Board of Trustees on September 7, 2011 (Com. No. FPD2). Pursuant to notification from the company previously known as NetSecure this item authorizes staff to revise the legal business name to name SecureNet Solutions, Inc.. There are no other changes made.

II. **AUTHORIZE PROFESSIONAL SERVICE AGREEMENTS**

A. **Action**

Authorize an agreement with DLR Group, Inc. of California to provide Design Services for the Cesar Chavez – Administration Building Modernization project at Los Angeles City College from January 17, 2013 through January 16, 2018 at a cost not to exceed $1,471,380 inclusive of eligible reimbursable expenses.

**Background**

DLR Group, Inc. of California has been selected through a competitive Request for Proposal process that was advertised from July 31, 2012 to August 21, 2012. The purpose of this Agreement is to obtain architectural and engineering services for the Cesar Chavez – Administration Building Modernization project at Los Angeles City College.

Of the 16 proposals received, six were determined to be responsive and were then evaluated by the Cesar Chavez – Administration Building Modernization Selection Committee. This Committee is composed of Vice President of Student Services, Vice President of Academic Affairs, Director of Facilities, Chair of Business Administration
Department, and the College Project Management Team's Design Manager. As a result of this comprehensive review and selection process, DLR Group, Inc. of California is recommended for award of this Agreement. This agreement has been considered through the participatory governance process.

Award History

This agreement represents the 34th awarded to this company through the Bond Program and a cumulative award total of $29,045,618. Other projects include the Campus-Wide Infrastructure planning services project at West Los Angeles City College and the E3 & E5 (Multi-Media) Replacement Building project at East Los Angeles College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Cesar Chavez – Administration Building Modernization 31C.5106.03. Design Phase.

B. Action

Authorize an agreement with DLR Group, Inc. of California to provide continued design services for the Library Learning Resource Center project at Los Angeles Harbor College from March 31, 2013 through December 31, 2013 at a cost not to exceed $84,750 inclusive of eligible reimbursable expenses.

Background

On April 23, 2008 (Com. No. FPD1), the Board of Trustees authorized Agreement No. 70498 with DLR Group, Inc. of California to serve as Architect of Record for the above project which will expire on March 31, 2013 prior to the completion of construction administration and Division of the State Architect process services. This proposed Agreement will allow DLR Group to continue the provision of their services through the completion of the DSA process. This agreement has been considered through the participatory governance process.

Award History

This agreement represents the 34th awarded to this company through the Bond Program and a cumulative award total of $29,045,618. Other projects include the Campus-Wide Infrastructure planning services project at West Los Angeles City College and the E3 & E5 (Multi-Media) Replacement Building project at East Los Angeles College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Proposition AA and Measure J Bond Proceeds. Library Learning Resource Center 13H.7348.02. Construction Phase.

C. Action

Authorize an agreement with Global Edge to provide independent monitoring services utilizing conflict management software for management of the Bond program at Los Angeles Mission College from January 17, 2013 through January 16, 2014 at a cost not to exceed $25,000 inclusive of eligible reimbursable expenses.
Background

Global Edge was selected as part of a conflict management software pilot project pursuant to an agreement the District entered into with Gateway Science and Engineering ("GSE") regarding the continuation of their College Project Management services at Los Angeles Mission College. GSE is reimbursing the District for the cost of this service. Should the District determine through this pilot project that these services are beneficial, a competitive procurement process for similar services District-wide will be undertaken.

Award History

This agreement represents the first awarded to this company through the Bond Program. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Specialty Consulting Services 40J.5J95.05. All Phases.

D. Action

Authorize the following actions for an agreement with Arup North America Ltd. to provide continued commissioning services for the Learning Assistance Center/Library Renovation project at Los Angeles Trade Technical College from May 1, 2012 through January 16, 2015 at a cost not to exceed $160,767 inclusive of eligible reimbursable expenses.

1. Ratify this agreement to provide these services from May 1, 2012 to January 16, 2013 at a cost not to exceed $18,600.

2. Authorize this agreement to provide these services from January 17, 2013 to January 16, 2015 at a cost not to exceed $142,167.

Background

On April 25, 2007 (Com FPD1), the Board of Trustees approved Agreement No. 70294 with Arup North America Ltd. to provide commissioning services for this project which expired on April 24, 2012 prior to the completion of services. A new agreement is proposed to allow a continuation of commissioning services. The unexpended funds from the previous expired Agreement No. 70294 would be used to fund this proposed new agreement. This agreement has been considered through the participatory governance process.

Award History

This agreement represents the 35th awarded to this company through the Bond Program and a cumulative original award total of $11,389,418. Other projects include the Library and Academic Resource Center project at Los Angeles Valley College and the Old Administration Building Modernization project at Los Angeles Harbor College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through the State Capital Outlay Program contingent upon approval by the State of California, Department of Finance. Learning Assistance Center/Library Renovation 17T.7702.03.01. Construction Phase.
E. Action

Authorize an agreement with Oracle America, Inc. to provide training for the Student Information System (SIS) Peoplesoft proprietary software on a Task Order basis District-wide to be issued incrementally at the direction of the District’s Chief Information Officer (CIO) beginning on January 17, 2013 or as soon thereafter as possible and ending on January 16, 2015 at a not to exceed cost of $250,000 inclusive of eligible reimbursable expenses.

Background

On July 11, 2012 (Com. No. FPD1), the Board of Trustees authorized the procurement of the Student Information System (SIS) product from Oracle America, Inc. On December 5, 2012 (Com. No. FPD1), the Board of Trustees authorized implementation of the Oracle SIS product by CIBER, Inc. Operation of the SIS includes use of Peoplesoft software which is a proprietary product of Oracle America, Inc. Oracle America, Inc. offers training for its clients in the operation and use of the Peoplesoft software through Oracle University. The purpose of this proposed Agreement is to allow Oracle University to make available training for the use of Peoplesoft as a manufacturer’s representative concurrently with implementation of the software by CIBER, Inc. Task Orders for training will be issued on an as-needed basis by the CIO.

The training to be provided is highly specialized in nature and training personnel must be certified by the software provider. LACCD staff is not able to deliver the training because training materials are the intellectual property of the manufacturer and they are made available only to certified training partners. LACCD is not a certified training partner; Oracle University is a certified training partner.

Award History

This agreement represents the third awarded to this firm through the Bond Program and a cumulative original award total of $12,291,021. A previous award was for the purchase of the District’s Primavera P6 software program.

Funding and Development Phase

Funding is through Measure J Bond proceeds. SIS Training 40J-J05.12. All Phases.

III. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICE AGREEMENTS

A. Action

Authorize Amendment No. 2 to Agreement No. 33205 with Gonzalez Goodale Architects to provide additional design services for the South Gym Modernization project at Los Angeles City College from January 17, 2013 through August 31, 2013 at a cost not to exceed $3,800 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $787,800.

Background

This agreement was authorized by the Board of Trustees on January 12, 2011 (Com. No. FPD1). Gonzalez Goodale Architects was retained originally to provide architectural and engineering design services for the South Gym Modernization project and has been selected from the list of pre-qualified consultants to provide additional design services to
upgrade the site underground water lines in accordance with the new occupant load. All
design services through DSA submittal have been completed and the remaining design
services include DSA back check and approval, construction bid and award, construction
administration and DSA closeout. This agreement has been considered through the
participatory governance process.

Funding and Development Phase

Funding is through Measure J Bond proceeds. South Gym Modernization 31C.5148.03
Design Phase.

B. Action

Authorize Amendment No. 3 to Agreement No. 32796 with Steinberg Architects to provide
additional Design-Build criteria and programming services for the Student Union,
Astronomy, Infrastructure, Landscaping & Security - SAILS Project at Los Angeles Harbor
College from January 17, 2013 through January 28, 2014 at a cost not to exceed $53,140
inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by
the Board of Trustees is $1,477,520.

Background

This agreement was authorized by the Board of Trustees on January 27, 2010 (Com. No.
FPD1). Steinberg Architects was retained originally to provide Design-Build criteria and
programming services for the Student Union Building projects. The college requests the
firm provide additional design services to program a smaller Student Union building. This
agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Measure J Bond Proceeds. Student Union 33H.5350.02.01. Design
Phase.

C. Action

Authorize Amendment No. 2 to Agreement No. 33242 with Richard Beriiner Architects Inc.
d/b/a Berliner and Associates Architecture, Inc. to provide additional design services for
the Student Learning Environments (SLE) - South of Mall - Americans with Disabilities Act
(ADA)/Landscaping/Technologies/Low Voltage project at Pierce College from January 26,
2013 through January 25, 2016 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by
the Board of Trustees remains at $377,175.

Background

This agreement was authorized by the Board of Trustees on January 26, 2011 (Com. No.
FPD1). Richard Beriiner Architects Inc., d/b/a Berliner and Associates Architecture, Inc.
was retained originally to provide programming and criteria design services for the above
project. An extension of time is requested at no additional cost to provide contract
administration services for the duration of the project. This agreement has been
considered through the participatory governance process.
Funding and Development Phase

Funding is through Measure J Bond proceeds. SLE - South of Mall - ADA/Landscaping/Technologies/Low Voltage Project 35P.5535.03.03. Construction Phase.

D. Action

Authorize Amendment No. 1 to Agreement No. 33219 with American Commissioning Group, LLC to provide additional whole building commissioning services for the Expanded Auto and New Technical Facilities Building project at Pierce College from January 17, 2013 through January 12, 2016 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $173,189.

Background

This agreement was authorized by the Board of Trustees on January 12, 2011 (Com. No. FPD1). American Commissioning Group, LLC was retained originally to provide whole building commissioning for the Expanded Auto and New Technical Facilities Building project and has been selected from the list of pre-qualified consultants. An extension of time is requested at no additional cost to complete the provision of services. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Expanded Auto and New Technical Facilities Building 35P.5536.02. All Phases.

E. Action

Authorize Amendment No. 5 to Agreement No. 50220 with Peter M. Mitsakos & Associates Architects, Inc. d/b/a West Edge Architects, Inc. to provide additional design services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at West Los Angeles College from January 17, 2013 through November 16, 2015 at a cost not to exceed $140,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $528,550.

Background

This agreement was authorized by the Board of Trustees on November 17, 2010 (Com. No. FPD1). Peter M. Mitsakos & Associates Architects, Inc. d/b/a West Edge Architects, Inc. was retained to provide peer review services campus-wide on a Task Order basis. The current need is to provide needs assessment and space planning services in support of the re-programming of campus facilities as a result of budget constraints. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Projects to be determined on an as-needed basis. Design Phase.
F. **Action**

Authorize Amendment No. 4 for Agreement No. 32346 with Sirius Environmental to provide traffic assessments and noise monitoring services in support of the Environmental Mitigation, Monitoring, and Reporting Program at West Los Angeles College from January 17, 2013 through February 24, 2014 at a cost not to exceed $193,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $837,800.

**Background**

This agreement was authorized by the Board of Trustees on February 25, 2009 (Com. No. FPD1) with Sirius Environmental to provide environmental consulting services in association with the Second Access Road project. This proposed amendment expands the scope of work under this Agreement to include traffic assessments and noise monitoring services required by mitigation measures of the Environmental Impact Report for the approved Campus Facilities Master Plan as well as the Memorandum of Understanding with the City of Culver City. This agreement has been considered through the participatory governance process.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Master Planning 39W.5970.01. Planning Phase.

G. **Action**

Authorize Amendment No. 4 to Agreement No. 50131 with Southwest Inspection & Testing, Inc. for continued Laboratory of Record (LOR) services on a Task Order basis District-wide within the existing term that expires on February 11, 2014 at a not to exceed cost of $500,000.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $1,550,000.

**Background**

This agreement was authorized by the Board of Trustees on February 11, 2009 (Com. No. FPD1). This firm is currently working with projects that include, but are not limited to: Science Careers and Mathematics Building (32E.5222.02.03) at East Los Angeles College; Cox Building Upgrade (36S.5607.03.10) and School of Math & Sciences (36S.5618.03.01) at Southwest College; Campus Restroom Building (33H.5366.02.09) at Los Angeles Harbor College, and Campus-wide Improvements (37T.5779.03.13) at Los Angeles Trade Technical College. In order to provide Continuity of LOR assignments and due to project delays, approved schedule extensions and scope changes – this proposed amendment adds funding. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds along with non-Bond funding sources. Specific assignments will be determined on an as-needed basis. Construction Phase.
H. Action

Authorize the following actions for Amendment No. 3 to Agreement No. 50246 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants to provide additional environmental review services on a Task Order basis District-wide to be issued incrementally at the request of any College Project Manager from December 7, 2012 through the existing end date of August 24, 2013 at a not to exceed cost of $50,000 inclusive of eligible reimbursable expenses:

1. Ratify Amendment No. 3 to Agreement No. 50246 to provide these services from December 7, 2012 to January 16, 2013 requested by East Los Angeles College at a cost not to exceed $10,000.

2. Authorize Amendment No. 3 to Agreement No. 50246 to provide these services from January 17, 2013 to August 24, 2013 at a cost not to exceed $40,000.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $100,000.

Background

This agreement was authorized by the Board of Trustees on February 23, 2011 (Com. No. FPD1). Under this agreement, Ninyo & Moore Geotechnical & Environmental Sciences Consultants has provided environmental review services primarily to East Los Angeles College through individual Task Orders issued by the College Project Manager on an as needed basis. This agreement is set to expire on February 23, 2013. The proposed amendment is requested to provide additional capacity to this agreement to allow the continuation of these services at East Los Angeles College for the Science Career & Mathematics, Firestone, and the Accessibility projects as needed. A Request for Proposals process is underway for the establishment of new agreements. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds as applicable. Projects to be determined on an as-needed basis. Construction Phase.

I. Action

Authorize Amendment No. 4 to Agreement No. 50247 with Parsons Environmental & Infrastructure Group, Inc. for the provision of Environmental Review Services District-wide on a Task Order basis from February 24, 2013 through August 23, 2013 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $300,000.

Background

This agreement was authorized by the Board of Trustees on February 23, 2011 (Com. No. FPD1). Parsons Environmental & Infrastructure Group, Inc. was retained originally to provide environmental review services District-wide. This agreement is set to expire on February 23, 2013. An extension of time is proposed at no additional cost to complete work underway at East Los Angeles College, South Gate Firestone Site. A Request for Proposals process is
underway for the establishment of new agreements. This agreement has been considered through the participatory governance process.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds along with non-Bond funds. Specific assignments to be determined on an as-needed basis. **Construction Phase.**

**J. Action**

Authorize Amendment No. 2 to Agreement No. 33291 with Alliant Insurance Services, Inc. to provide continued Owner Controlled Insurance Program and Administrator services for the Bond program District-wide from March 24, 2013 through June 30, 2013 at a cost not to exceed $44,625 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $469,975.

**Background**

This agreement was authorized by the Board of Trustees on March 23, 2011 (Com. No. CH2). Alliant Insurance Services, Inc. was retained originally to provide Owner Controlled Insurance Program and Administrator Services for the Bond program Districtwide. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed Amendment provides continuity of these services during the interim period.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. OCIP Specialty Consulting Services 40J.5J87.05. **All Phases.**

**K. Action**

Authorize Amendment No. 1 to Agreement No. 33586 with Ron Rakich Consulting, Inc. to provide continued risk management consulting services for the Bond program District-wide from February 9, 2013 through May 9, 2013 at a cost not to exceed $79,500 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $2,745,300.

**Background**

This agreement was authorized by the Board of Trustees on July 11, 2012 (Com. No. FPD1). Ron Rakich Consulting, Inc. was retained originally to provide risk management services including coordination and oversight of the Owner Controlled Insurance Program (OCIP) and insurance-related review and management for the Bond program. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed Amendment provides continuity of services during the interim period.
Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP Specialty Consulting Services 40J.5J87.05. Construction Phase.

L. Action

Authorize Amendment No. 3 to Agreement No. 4500176403 with URS Corporation to provide an extension of time for continued program management services from February 1, 2012 to April 30, 2013. Authorize additional fees of $4,566,323 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement for the full contract term is not to exceed $21,664,801.

Background

This agreement was amended by the Board of Trustees on August 8, 2012 through November 30, 2012 with the allowance that the agreement be extended as needed. On October 3, 2012, the Request for Proposals (RFP) for Program Management Services was released to identify potential awardees to be considered for a new long term program management agreement with the finalist anticipated to be announced to the Board first quarter of 2013. This scope of work for this proposed amendment is to continue the scope of services identified in the existing program management agreement and additional services requested by the District.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Program Management 40J.5J90.05. All Phases.

M. Action

Authorize the following Amendments for the following Agreements issued on a Task Order basis with each of the firms listed below to provide continued environmental review services for specific Bond funded and non-Bond funded projects with specific assignments made when requested of the Program Manager from February 24, 2013 through August 23, 2013 at a cost not to exceed $50,000 per firm inclusive of eligible reimbursable expenses:

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>Agreement No.</th>
<th>Amendment No.</th>
<th>Amount</th>
<th>Cumulative Award Amount Inclusive of Proposed Amendment</th>
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</thead>
<tbody>
<tr>
<td>Arcadis, US, Inc.</td>
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<td>ATC Associates, Inc.</td>
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<tr>
<td>Converse Consultants</td>
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<td>1</td>
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<td>Ellis Environmental Management, Inc.</td>
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<td>Gale / Jordan Associates, Inc.</td>
<td>50245</td>
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<tr>
<td>Sigma Engineering, a Division of EORM</td>
<td>50248</td>
<td>2</td>
<td>$50,000</td>
<td>$100,000</td>
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<tr>
<td>Tetra Tech, Inc.</td>
<td>50249</td>
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<td>GHD, Inc. (fka Winzler &amp; Kelly)</td>
<td>50226</td>
<td>2</td>
<td>$50,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>
Background:

On February 23, 2011 (Com. No. FPD1), the Board of Trustees authorized the above listed Agreements for the provision of environmental review services on a Task Order basis with specific assignments to be made by request to the Program Manager. Each agreement is set to expire on February 23, 2013. A Request for Proposals process is underway for the establishment of new agreements. The proposed amendments are requested to provide continuity of services in the interim period.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds along with non-Bond funds. Specific assignment to be determined on an as-needed basis. Construction Phase.

N. Action

Authorize Amendment No. 4 to Agreement No. 50252-1 with Moran Technology Consulting to provide additional information technology consulting services on a Task Order basis to be issued incrementally at the direction of the Chief Information Officer of the District from January 31, 2013 through April 30, 2013 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $160,000.

Background

This agreement was authorized by the Board of Trustees on March 7, 2012 (Com. No. FPD1). Moran Technology Consulting was retained originally to provide information technology consulting services on a Task Order basis which included an assignment to provide a detailed review and evaluation of pricing and clarifications provided by the proposers for software and implementation services from responders to assist the District wide Evaluation Team for the Student Information System (SIS) RFP. An extension of time at no additional cost is requested to allow issuance of a Task Order currently needed to complete the procurement of the 3rd party payment processing vendor, which will be linked to the new PeopleSoft SIS system. This request is supported at the District by both the Vice Chancellor for Institutional Effectiveness and the Chief Information Officer.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Projects to be determined on an as-needed basis. SIS Consulting Services 40J.5J05.01. All Phases.

IV. RATIFY AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Action

Ratify Amendment No. 1 to Agreement No. 33535 with G&M Compliance, Inc. to pay for the extended use of equipment used for infrared electrical imaging services for the District Educational Services Center Renovation and Modernization project from July 12, 2012 through August 6, 2012 at a cost not to exceed $1,200 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total amount of this agreement is $16,100.
Background

This agreement was authorized by the Board of Trustees on May 9, 2012 (Com. No. FPD1). G & M Compliance, Inc. was retained originally to provide field testing and infrared electrical imaging services for the above project. This Amendment is requested to pay for the extended use of the equipment used for this project in association with a revised schedule to accommodate staff working in the facility.

Funding and Development Phase

Funding is through Measure J Bond proceeds. District Educational Services Center 30D.5078.03. Construction Phase.

V. AUTHORIZE CONSTRUCTION CONTRACTS

A. Action

Authorize a contract with Next Venture Inc. d/b/a Sierra Group to provide general construction – exterior camera installation services for the Academic Network Integrated Backbone project at East Los Angeles College at a cost of $16,694.

Background

Sierra Group provided the low quote from among three written quotes ranging from $16,694 to $27,577 to provide and install exterior campus cameras.

Award History

This agreement represents the first awarded to this company through the Bond Program and a cumulative original award total of $16,694.

Funding and Development Phase

Funding is through Proposition A Bond proceeds. Academic Network Integrated Backbone 02E.6218.03. Construction Phase.

B. Action

Authorize a contract with Pro Mechanical Corporation to provide general construction services – seismic brace installation for the Technology Instruction & Classroom Building project at Los Angeles Harbor College at a cost of $19,800.

Background

Pro Mechanical Corporation provided the only quote from among three written quotes requested to provide supplemental seismic support installations for the piping in the Technology Building's pump room.

Award History

This agreement represents the first awarded to this company through the Bond Program and a cumulative original award total of $19,800.
Funding and Development Phase

Funding is through Proposition AA Bond Proceeds and shall be reimbursed as a back charge to the General Contractor. Technology Instruction & Classroom Building 13H.7314.02 Construction Phase.

C. Action

Authorize a contract with Rafael 26 Construction, Inc. to provide general construction - partition wall installation services for the Campus Center - Title V Computer Lab and Classroom project at Los Angeles Mission College at a cost of $5,200.

Background

Raphael 26 Construction, Inc. provided the only written quote from among three quotes requested to replace shot pins in partition wall with new bolts and screws per the Division of the State Architect (DSA) requirements.

Award History

This agreement represents the 10th awarded to this company through the Bond Program and a cumulative original award total of $273,263. Previous awards have been given to this company for the Gym Complex Bleachers and Canopies project at Los Angeles Valley College and the Interim Child Development Center project at Los Angeles Harbor College.

Funding and Development Phase

Funding is through Proposition A Bond Proceeds. Campus Center - Title V Computer Lab and Classroom 04M.6408.03.03. Construction Phase.

D. Action

Authorize a contract with RAMCO General Engineering Contractor to provide general construction - low voltage services for the Blue Light Phone Installation - Parking Lot D project at Los Angeles Valley College at a cost of $10,702.

Background

RAMCO General Engineering & Building Contractor provided the low quote from among two written quotes ranging from $10,702 to $21,296. The scope of work is to provide and install three “Call 24” wireless call boxes, poles and light assemblies in Parking Lot D.

Award History

This agreement represents the 13th awarded to this company through the Bond Program and a cumulative original award total of $331,652.64. Previous awards have been given to this company for the Life Science Modernization project at Los Angeles City College and the Marquee Sign Modernization - Foundation Dowl project at Los Angeles Harbor College.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Blue Light Phone Installation - Parking Lot D 38V.5840.02. Construction Phase.
E. Action

Authorize a contract with Gilman Builders, Inc. to provide general construction services for the Science and Math Building - Energy Infrastructure Improvements project at West Los Angeles College at a cost of $119,890. Consistent with Board Rule 7100.10 authorize the Executive Director of Facilities Planning and Development to authorize change orders of up to ten percent (10%), the maximum allowed by law without re-bidding, subject to subsequent Board ratification.

Background

This contract is the result of formal competitive bidding. Three contractors requested bid packets. Three responsive bids were received ranging from $119,890 to $127,000. This construction contract is for the reengineering of several HVAC ducts and control systems in the SMA building. The new ducts will provide improved ventilation and fume exhaust throughout the Science Laboratories, as well as permitting the inactivation of the fume exhaust system during off hours, substantially reducing energy costs.

Award History

This agreement represents the second awarded to this company through the Bond Program and a cumulative original award total of $284,780. Previous awards have been given to this company for the General Classroom and Student Services Building – Phase II project at West Los Angeles College.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Science and Math Building - Energy Infrastructure Improvements 39W.5901.02.01. Construction Phase.

VI. RATIFY CONSTRUCTION CONTRACT

Action

Ratify a contract with H & A Contractors, Inc. for the chilled water line connection between the Campus Central Plant and the School of Behavioral and Social Sciences Building at Los Angeles Southwest College. The contract was issued pursuant to the provision of Public Contract Code Sections 22035 and 22050 which permits the issuance of a contract for the making of repairs, alterations, or improvements without using the bid process when such action is determined to be an emergency necessary to permit the continuance of scheduled classes and campus operations or to avoid danger to life or property. The cost of the construction contract is $22,874.

Background

On August 2, 2012, a leak was detected in the chilled water line from the Central Plant that is used by the air conditioning system in the School of Behavioral and Social Sciences Building at Los Angeles Southwest College. The system had to be shut down to repair the leak in time for the start of scheduled summer school classes. Restoration of the system to its normal operating condition also required commissioning.

Funding and Development Phase

Funding is through Measure J Bond proceeds. School of Behavioral and Social Sciences Upgrade 36S.5601.03.04. Construction Phase.
VII. RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY

**Action**

Ratify the following Change Orders for additional construction services for the projects, colleges, and amounts shown:

<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION and PROJECT NUMBER</th>
<th>CONTRACTOR NAME and CONTRACT NUMBER</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE PERCENT CHANGES</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>
| Chemistry and Life Science and Los Angeles City College, B1C.5150.03 / B1C.5151.03 | Woodcliff Corporation No. 33149 | $5,678,000 Funding is through Measure J Bond proceeds. CO No. 3R1 and CO No. 4 for $457,104 8.08% | $507,964 | Unforeseen Condition:  
- Remove and replace non-structurally compliant interior walls and ceilings and flooring containing hazardous materials.  
- Relocate electrical duct bank not shown on as-built drawings.  
College Request:  
- Provide credit for less expensive flooring and roofing and omit electrical pull boxes and underground conduit.  
Additional Requirements:  
- Provide valve tamper switches for firewater backflow preventers and test treatment levels. |
| Clausen Hall Modernization and Los Angeles City College, B1C.5107.03 | Summit Builders No. 33357 | $12,611,789 Funding is through Measure J Bond proceeds. CO No. 5 for $171,569 6.09% | $25,365 | Unforeseen Conditions:  
- Relocate underground micro piles due to underground utilities not shown on as-built drawings.  
- Remove underground concrete slabs not shown on as-built drawings.  
- Remove and replace non-structurally compliant wall framing anchor system.  
Additional Requirements:  
- Install additional fire sprinkler heads. |

**Background**

The Change Orders listed above have been executed per Board Rule 7100.10 and are presented here for ratification as required therein.
Funding and Development Phase

Funding for each item is shown in the table above. Construction Phase.

VIII. RATIFY CHANGE ORDER FOR CONSTRUCTION CONTRACTS LESS THAN $30,000
ISSUED UNDER THE STANDARD "DESIGN-BID-BUILD" METHOD OF PROJECT DELIVERY

Ratify the Change Order shown below for additional construction services for the project, college, and amount indicated:

<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION and PROJECT NUMBER</th>
<th>CONTRACTOR NAME and CONTRACT NUMBER</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE TOTAL COST OF ALL CHANGE ORDERS</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center for the Sciences, Pierce College 15P.7501.02.</td>
<td>Ranbay Construction Corporation No. 33463</td>
<td>$17,500</td>
<td>CO No. 1 for $1,832. $1,832.</td>
<td>Unforeseen Condition:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Funding is through Proposition AA Bond proceeds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Background

Pursuant to Public Contract Code 20659, construction contracts with an original cost of $30,000 or less may have subsequent change orders of ten percent (10%) or $30,000, whichever is greater.

Funding and Development Phase

Funding is shown in the above table. Construction Phase.

IX. RATIFY SUBSTITUTION OF CONSTRUCTION SUBCONTRACTOR

A. Action

Ratify the following substitution regarding Contract No. 33596 with Two Brothers Construction Company for the Science Career & Mathematics Building Demolition Phase project at East Los Angeles College:

- Substitute subcontractor Golden Phoenix Construction, Inc. for subcontractor Kingston Electrical Contractors, Inc. for electrical work.

Background

This contract was authorized by the Board of Trustees on September 12, 2012 (Com. No. FPD1). This substitution was the result of the subcontractor's refusal to perform the subcontract and will be at no additional cost to the District.
Funding and Development Phase

Funding is through Measure J Bond Proceeds. Science Career & Mathematics Building Demolition Phase 32E.5222.02.02. Construction Phase.

B. Action

Ratify the following substitution regarding Contract No. 33604 with Innovative Construction Solutions, Inc. (ICS) for the removal of discovered underground storage tanks at the Firestone Educational Services Center project at East Los Angeles College (South Gate Campus):

- Substitute subcontractor Castle Rock Environmental for subcontractor Asbestos Instant Response (AIR) for ACM Abatement.

Background

This contract was authorized by the Board of Trustees on October 3, 2012 (Com. No. FPD1). This substitution was the result of Castle Rock Environmental unwilling to comply with the District PLA requirements and will be at no additional cost to the District.

Funding and Development Phase

Funding is through proposition AA Bond proceeds. Firestone Educational Services Center 22G.8261.02. Construction Phase.

X. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS

A. Action

Authorize Acceptance of Completion of Contract No. 33498 with Rafael 26 Construction, Inc. to provide general construction - demolition services for a modular structure within the development area of the Science Complex project at Los Angeles Harbor College with a substantial completion date of August 7, 2012.

Background

This contract was authorized by the Board of Trustees on March 7, 2012 (Com. No. FPD1).

The total cost of this contract is $16,800.

Funding and Development Phase

Funding is through Measure J Bond Proceeds. Science Complex B3H.5344.02. Construction Phase.

B. Action

Authorize Acceptance of Completion of Contract No. 32234 with McCarthy Building Companies, Inc. to provide general construction services for the West Parking Structure project at Los Angeles Harbor College with a substantial completion date of April 8, 2011.
Background

This contract was authorized by the Board of Trustees on January 14, 2009 (Com. No. FPD1).

The total cost of this contract is $21,264,154.

Funding and Development Phase

Funding is through Measure J Bond Proceeds. West Parking Structure 33H.5363.02. Construction Phase.

C. Action

Authorize Acceptance of Completion of Contract No. 33523 with GMZ Engineering, Inc. to provide general construction services for the Measure J Animal Science Facilities (Phase II) project at Pierce College with a substantial completion date of September 5, 2012.

Background

This contract was authorized by the Board of Trustees on May 9, 2012 (Com. No. FPD1).

The total cost of this contract is $202,147.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Measure J Animal Science Facilities 35P.5521.02.04. Construction Phase.

D. Action

Authorize Acceptance of Completion of Contract No. 33589 with Advance Cable Solutions, Inc. to provide general construction services for the Family Resource Center project at Los Angeles Valley College with a substantial completion date of October 29, 2012.

Background

This contract was authorized by the Board of Trustees on September 12, 2012 (Com. No. FPD1).

The total cost of this contract is $1,410.

Funding and Development Phase

Funding is through Proposition A Bond proceeds and will be reimbursed through a private grant. Family Resource Center 08V.6832.02. Construction Phase.

E. Action

Authorize Acceptance of Completion of Contract No. 33382 with ZK Construction to provide general construction services for the Child Development Center Phase II project at Los Angeles Valley College with a substantial completion date of March 7, 2012.
Background

This contract was authorized by the Board of Trustees on August 10, 2011 (Com. No. FPD1).

The total cost of this contract is $242,460.

Funding and Development Phase

Funding is through Proposition A Bond proceeds. Child Development Center Phase II 08V.6831.02. Construction Phase.

XI. AUTHORIZE TERMINATION FOR CONVENIENCE OF CONSTRUCTION CONTRACT

Action

Authorize termination for convenience of Contract No. 33435 with Sinanian Development, Inc. to provide general construction services for the New Student Services Building and Holmes Hall Modernization project at Los Angeles City College.

Background

This contract was authorized by the Board of Trustees on December 7, 2011 (Com. No. FPD1). The College and College Project Manager have requested, and the Program Manager and the District have concurred that this agreement should be terminated by the District for convenience.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. Student Services Center B1C.5134.02, B1C.5134.05, 11C.7134.05; Holmes Hall Modernization 01C.6110.03, 11C.7110.03. Construction Phase.

XII. AUTHORIZE DESIGN-BUILD AGREEMENT

Action

Authorize a Design-Build agreement with Pankow Special Projects, L.P. to provide design and construction for the Physical Plant (M&O Bldg) and Tennis Courts project at Los Angeles City College during the period January 17, 2013 through Final Completion at a cost of $6,799,908.

Background

The Design-Build process was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was subsequently approved for delivery by Design-Build system by the Board of Trustees on October 6, 2010 (Com. No. FPD1).

The requirement for the Physical Plant (M&O Bldg) and Tennis Courts project was established by an evaluation of the campus needs and is shown on the approved Campus Facilities Master Plan. The Physical Plant (M&O Bldg) and Tennis Courts project is proposed to be developed through this Design-Build agreement. The selection of the Design-Build contractor shown here is the result of a pre-qualification and competitive proposal process. A Request for Proposal was issued and three (3) Design-Builder responses were received, identified as responsive, and scored by the Project Selection Committee.
This Committee is comprised of college staff, the College Project Manager, and Program Management staff. A best-value process was used to select the successful Proposer and involved the evaluation of each Proposer's price, design management team, small business outreach programs, safety record, presentation, and design proposal.

**Award History**

This agreement represents the fourth awarded to this company through the Bond Program and a cumulative original award total of $17,414,520. Previous awards have been given to this company for the District Educational Services Center project and the Theater Drama Speech project at Los Angeles Harbor College.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Physical Plant (M&O Bldg) B1C.5146.02 and Tennis Courts 31C.5152.02. Design and Construction Phases.

**XIII. AUTHORIZE DESIGN-BUILD HONORARIUM**

**Action**

Authorize payment of an Honorarium to the following responsive Proposers of Design and Construction Services regarding the Physical Plant (M&O Bldg) and Tennis Courts project at Los Angeles City College (Design-Build Request for Proposals dated January 20, 2011 and the Best and Final Offer dated November 9, 2012) in the amount of $37,500 each:

1. Ian Thomas Group Inc.
2. Lundgren Management

**Background**

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on October 6, 2010 (Com. No. FPD1).

The LACCD Design-Build competitive selection process provides for an Honorarium of an agreed upon amount be paid as compensation to responsive firms not selected to provide the Design-Build services.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Physical Plant (M&O Bldg) B1C.5146.02. Design and Construction Phases.

**XIV. AUTHORIZE AMENDMENT TO DESIGN-BUILD AGREEMENT**

**Action**

Authorize Amendment No. 4 to Agreement No. 33074 with Pankow Special Projects L.P for additional Design-Build services for the Theater Drama Speech project at Los Angeles Harbor College at a cost not to exceed $15,267 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $8,186,283.
Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on August 11, 2010 (Com. No. FPD1). This Design-Build agreement with Pankow Special Projects L.P was authorized by the Board of Trustees on September 1, 2010 (Com. No. FPD1).

Additional Design-Build services are required due to the unforeseen condition of the ceiling in the Theater building which required asbestos abatement and demolition work.

Amendment No. 4 to Agreement No. 33074 includes Change Order No. 4

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. Theater Drama Speech 13H.7307.03, 33H.5307.02, 33H.5307.03. Design & Construction Phase.

XV. AUTHORIZE PURCHASE ORDER

Action

Pursuant to Education Code 81651, authorize the purchase of educational films and videos from Simbio for use in teaching classes at the Science Complex project at Los Angeles Harbor College at a cost of $6,912. If applicable, all sales tax shall be paid.

Background

Education Code 81651 states: "The governing board of any community college district may purchase supplementary textbooks, library books, and educational films, and audiovisual materials . . . in any amount needed for the operation of the schools of the district without taking estimates or advertising for bids." The District finds that this purchase order will provide educational materials to be used only for the purpose of teaching Science Complex students at Los Angeles Harbor College. Delivery is included.

Funding and Development Phase

Funding is through Measure J Bond Proceeds. Science Complex 33H.5344.02. Construction Phase.

XVI. ADOPT FINDING OF BIDDING IMPRACTICABILITY AND AUTHORIZE AN AWARD OF CONTRACT TO FUND HVAC AND EMS CONTROLS EQUIPMENT BY SCHNEIDER ELECTRIC BUILDING AMERICAS, INC. AT DISTRICT EDUCATIONAL SERVICES CENTER

Action

Authorize the following actions to provide an exception to the public bidding requirements under California Uniform Public Construction Cost Accounting Act (CUPCCAA) due to impracticability, and authorize a contract with Schneider Electric Building Americas, Inc. (Schneider) to install new heating, ventilation, and air conditioning (HVAC) Controls, lighting controls and provide additional Engineering and Management (EMS) engineering and programming on the 2nd, 6th, 7th, 8th and 9th floors at the District Educational Services Center, 770 Wilshire Boulevard, Los Angeles, CA 90017 in the not to exceed amount of $123,795 inclusive of eligible reimbursable expenses.
1. Adopt a finding of bidding impracticability as established by case law authority in Graydon vs. Pasadena Redevelopment Agency which exempts a public agency from formal bidding if the process poses a significant disadvantage to the public entity and makes it impossible to effectively obtain what is required in the procurement.

2. Authorize a Design/Build Agreement to install new HVAC Controls and provide additional EMS Engineering and Programming with Schneider.

Background

Demand Side Management (DSM) consists of a variety of energy conservation management and consulting services. Energy Conservation Service Agreement No. 32260 was authorized by the Board of Trustees on November 19, 2008 (Com. No. CH1). Schneider was authorized to provide DSM services at the District Educational Services Center in accordance with Government Code Section 4217 et. Seq. Schneider was issued a Notice to Proceed and began installation of the DSM equipment. Subsequently, the newly contracted Energy Counsel for the District’s Bond program indicated that the scope of work did not comply with the requirements of California Government Code Section 4217.12 et. Seq. Given that bidding the purchase and Design/Build services of this equipment anew would pose an impractical result by voiding the warranty with Schneider Electric Buildings Americas, Inc. on the previously installed service and equipment, the bid process would not provide any economic benefit, efficiency or advantage to the public interest in this matter.

Funding and Development Phase

Funding is through Measure J Bond proceeds. District Educational Services Center 30D.5078.03, All Phases

XVII. RATIFY THE APPLICABILITY OF MEASURE J FUNDING FOR AN ENERGY CONSERVATION SERVICES AGREEMENT

Action

Authorize the following actions for the Applicability of Measure J Funding for Energy Conservation Service (ESCO) Agreement No. 32256 with Siemens Industry, Inc. to provide Demand Side Energy Management Services at Los Angeles Trade Technical College at a not to exceed amount of $1,175,317 inclusive of eligible reimbursable expenses.

1. Ratify the extension of time for ESCO Agreement No. 32256 from November 20, 2011 to November 19, 2013;

2. Ratify the Applicability of Measure J Funding for ESCO Agreement No. 32256 to provide these services from April 9, 2012 to January 16, 2013 at a cost not to exceed $200,674; and

3. Authorize the Applicability of Measure J Funding for ESCO Agreement No. 32256 to provide these services from January 16, 2013 to November 19, 2013 at a cost not to exceed $974,643.

Background

This Agreement was authorized by the Board of Trustees on November 19, 2008 (Com No. CH1). Siemens Industry, Inc. was directed to perform an Investment Grade Energy Audit
(IGA) at Los Angeles Trade Technical College and a subsequent resolution was authorized by the Board of Trustees on July 14, 2010 (Com No. FPD3) directing Siemens to implement the findings of the IGA. When originally authorized, Agreement No. 32256 was identified to be funded from Proposition A/AA Bond proceeds. It is recommended that funding for Agreement No. 32256 be expanded to include Measure J Bond proceeds as the scope of work meets the criteria established by the Exhibit “A” Project List approved with Measure J: “...construct energy infrastructure improvements, including sustainable design and construction...”. If this recommendation is approved, it is anticipated that the total savings of $1,985,692 and a guaranteed cumulative net savings of $810,376 will be achieved over a period of 15 years. These Energy Conservation Measures would result in the campus saving operational funds by offsetting expenses that would not be expended by the campus Facilities Department.

**Funding and Development Phase**

Government Code Section 4217 et. Seq. allows for energy conservation agreements to be awarded based on findings of funding over the life of the equipment. Funding is through Measure J Bond proceeds. Renewable Energy – Trade 40J.5801.02.03. Construction Phase.

**XVIII. RATIFY SETTLEMENT OF CLAIM**

In accordance with Board Rule 7313, ratify Settlement of Claim No. 2013-M01 in the amount of $4,139.

**XIX. AUTHORIZE ASSIGNMENT AGREEMENT**

**Action**

Authorize the execution of an assignment agreement from EDGE Development, Inc. to EDGE Construction, LLC for the Campus Student Center and Bookstore project at East Los Angeles College at no additional cost to the District.

**Background**

On October 6, 2010, the Board of Trustees authorized Design-Build Agreement No. 33116 with EDGE Development, Inc. to provide design and construction services for the Campus Student Center and Bookstore project at East Los Angeles College (ELAC). On February 7, 2012, EDGE Development, Inc. notified the District that it had been acquired by Ledcor Group of Companies. Subsequently, EDGE Construction, LLC was formed by Ledcor Group of Companies in December 2011 and licensed by the California Contractors State License Board as of January 1, 2012. As such, EDGE Development, Inc. requested that its Design-Build Agreement No. 33116 with the District for the Campus Center and Bookstore project at ELAC be assigned to EDGE Construction, LLC.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds. Campus Student Center and Bookstore 32E.5231.02. Design and Construction Phases.