ORDER OF BUSINESS – REGULAR MEETING
Wednesday, November 5, 2014
Public Session 3:30 p.m.
Closed Session
(Immediately Following Public Session)

Los Angeles Pierce College
Student Community Center/Great Hall – Building 1900
6201 Winnetka Avenue
Woodland Hills, CA 91371

I. Roll Call (3:30 p.m.) Location: Student Community Center/Great Hall – Building 1900

II. Flag Salute

III. Welcoming Remarks by Kathleen F. Burke, President, Los Angeles Pierce College

IV. Approval of Minutes: Regular Meeting and Closed Session: October 8, 2014

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

VI. Announcements from the College Presidents

VII. Public Agenda Requests
   A. Oral Presentations
   B. Proposed Actions

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

IX. Reports and Recommendations from the Board
   • Reports of Standing and Special Committees
   • Proposed Actions
   BT1. Resolution – District Classified Employees Retirement

X. Reports from the Chancellor and College Presidents
   • Report from the Chancellor regarding activities or pending issues in the District
   • College Presentation: History of the Weather Station
XI. Consent Calendar

**Matters Requiring a Majority Vote**
- BF1. Budget Revisions and Appropriation Transfers
- BF2. 2014-2015 Categorical Program Flexibility
- BSD1. Ratifications for Business Services
- BSD2. Business Services Routine Report
- FPD1. Facilities Planning and Development Routine Report
- FPD2. Authorize Master Procurement Agreements
- HRD1. Personnel Services Routine Actions
- ISD1. Approval of Educational Programs and Courses
- ISD2. Approve New Community Services Offerings
- Correspondence

**Matters Requiring a Super Majority Vote**
- FPD3. Adopt a Resolution of Intent to Consider Proposals for a Joint Occupancy Lease to Design, Build, and Lease Mixed-Use Office Space on the Real Property Referred to Herein as 10100 Jefferson Boulevard, Culver City, California

XII. Recommendations from the Chancellor

- CH1. Authorize the Los Angeles Community College District’s Participation in the City of Los Angeles' “LA City Votes!” Voter Outreach and Education Campaign for the 2015 City of Los Angeles Municipal Elections
- CH2. Reappointments to the District Citizens’ Oversight Committee for Propositions A/AA and Measure J Bond Programs
- CH3. Resolution – Extension of Personnel Commissioner
- CH4. Amend Board Rules Chapter XV – Board Rules 15001 - 15022

XIII. Notice Reports and Informatives

- ISD/A. [Notice] Adopt Revisions to Board Rules Chapter VI Article VII – Academic Standards

XIV. Announcements and Indications of Future Proposed Actions by Members of the Board of Trustees

XV. Requests to Address the Board of Trustees Regarding Closed Session Agenda Matters
XVI. 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: College Services Conference Room, Building 2100

XVII. Reconvene Regular Meeting Location: College Services Conference Room, Building 2100

XVIII. Roll Call

XIX. Report of Actions Taken in Closed Session – November 5, 2014

XX. Adjournment

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Next Regularly Scheduled Board Meeting
Wednesday, November 19, 2014
(Public Session scheduled for 3:30 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.
CLOSED SESSION

Wednesday, November 5, 2014

Los Angeles Pierce College
College Services Conference Room
Building 2100
6201 Winnetka Avenue
Woodland Hills, CA 91371

I. Conference with Labor Negotiator
(pursuant to Government Code section 54957.6)

A. District Negotiators: Adriana D. Barrera
Albert Román

Employee Units: All Units

All Unrepresented Employees

B. District Negotiators: Albert Román
Monte Perez

Employee Unit: SEIU Local 99

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(d)(1)

A. Rhonda Guess v. LACCD

B. 700 Wilshire Properties v. Roosevelt Lofts, Inc., et al.
C. Hickman Mechanical v. FTR International, and related cases


IV. Conference with Legal Counsel – Anticipated Litigation
(pursuant to Government Code section 54956.9(d)(2)

A. Claim regarding project at Los Angeles City College.

B. Allegations of misconduct regarding construction projects.

V. Discussion with Real Property Negotiator as may be announced prior to the closed session (pursuant to Government Code section 54956.8)

A. Property: Parking lot at Calden Avenue and Southern Avenue

Negotiating Party: Los Angeles Department of Water and Power
District Negotiators: James D. O’Reilly, John Dacey, Edwin Van Ginkel, Silvia Saucedo

Under negotiation: Price & terms of payment of lease
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.

Scott J. Svonkin, President
Board of Trustees

David Iwata, Chair
Personnel Commission

SUMMARY OF RETIRED CLASSIFIED EMPLOYEES

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Job Classification</th>
<th>Years Of Service</th>
<th>Location</th>
<th>Retirement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uyemoto</td>
<td>Dwight</td>
<td>Custodian</td>
<td>45</td>
<td>East</td>
<td>10/15/2014</td>
</tr>
<tr>
<td>Li</td>
<td>Lucita</td>
<td>Senior Accountant</td>
<td>34</td>
<td>East</td>
<td>09/07/2014</td>
</tr>
<tr>
<td>Russell</td>
<td>Edna</td>
<td>Financial Aid Technician</td>
<td>18</td>
<td>Valley</td>
<td>10/15/2014</td>
</tr>
</tbody>
</table>
Subject: BUDGET REVISIONS AND APPROPRIATION TRANSFERS

Ratify acceptance of $11,225,168 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).

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By: ____________________________ Date: ____________________________

Eng
Field
Moreno
Pearlman

Student Trustee Advisory Vote

Jackson
Svorkin
Veres
Santiago

Page 1 of 1 Pages Com. No. BF1 Div. BUSINESS AND FINANCE Date 11-05-2014
BUDGET REVISIONS AND APPROPRIATION TRANSFERS
ALL FUNDS, EXCLUDING BUILDING BOND FUND
November 5, 2014

NEW INCOME (Attachment I)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>610000-849900</td>
</tr>
<tr>
<td>State</td>
<td>660000-869900</td>
</tr>
<tr>
<td>Local</td>
<td>670000-889999</td>
</tr>
<tr>
<td>Interfund Transfer in</td>
<td>691000-892999</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>693000-897999</td>
</tr>
<tr>
<td>Contribution to Restricted Program</td>
<td>698000-899999</td>
</tr>
<tr>
<td><strong>Total New Income</strong></td>
<td><strong>11,225,168</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>246,811,430</td>
<td>2,205,572</td>
<td>(1,556,224)</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>200000-299999</td>
<td>148,398,812</td>
<td>2,361,166</td>
<td>1,769,662</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>300000-399999</td>
<td>144,635,644</td>
<td>1,303,660</td>
<td>421,842</td>
</tr>
<tr>
<td>Books/Supplies</td>
<td>400000-499999</td>
<td>35,446,702</td>
<td>356,781</td>
<td>82,176</td>
</tr>
<tr>
<td>Contract Services</td>
<td>500000-599999</td>
<td>111,110,593</td>
<td>2,873,366</td>
<td>2,570,410</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>600000-699999</td>
<td>22,971,883</td>
<td>186,567</td>
<td>1,521,676</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>3,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interfunds Transfers</td>
<td>730000-739999</td>
<td>9,656,640</td>
<td>-</td>
<td>165,161</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>277,717,657</td>
<td>89,317</td>
<td>5,432</td>
</tr>
<tr>
<td>Other Financing Sources (Except 7902)</td>
<td>760000-799999</td>
<td>92,584,826</td>
<td>1,885,657</td>
<td>(5,000,135)</td>
</tr>
<tr>
<td>Reserve for Contingency*</td>
<td>790200</td>
<td>14,455,709</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,163,793,186</strong></td>
<td><strong>11,225,168</strong></td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

* Reserve for Contingency balance is $14.45 million, which is 2.6% 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. Goeden
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>H-0045</td>
<td><strong>Student Support Services</strong></td>
<td>$292,340</td>
</tr>
<tr>
<td></td>
<td>To establish funding to improve the retention, graduation and transfer rates of students with disabilities who are currently at risk for academic failure due to educational deficiencies, including lack of financial literacy and adequate supplemental support services. The project target population is one hundred twenty-five (125) project-eligible disabled students. Funding is from the United States Department of Education.</td>
<td></td>
</tr>
<tr>
<td>S-0054, W-0059</td>
<td><strong>Trio Student Support Services</strong></td>
<td>687,166</td>
</tr>
<tr>
<td></td>
<td>To establish funding to provide academic support services to low-income, first generation college and/or disabled students. The program assists in their successful transition from the community college level to the university level. The program offers services such as advising, tutoring, academic and career counseling, financial literacy, exposure to cultural activities, student success skills workshops, and continuous monitoring of progress toward student goals. The program is funded to serve four hundred and ten (410) students. Funding is from the United States Department of Education.</td>
<td></td>
</tr>
<tr>
<td>P-0020</td>
<td><strong>Title V Cooperative with Pierce and West</strong></td>
<td>775,000</td>
</tr>
<tr>
<td></td>
<td>To establish funding to increase enrollment and completion rates of Latino students in the Pierce College and West Los Angeles College adjacent areas. The project will develop and share resources that increase faculty knowledge of, and skills in, using a Quality Matters rubric for course design, 508 compliance, and effectively assessing student learning outcomes from online courses and programs. Funding is from the United States Department of Education.</td>
<td></td>
</tr>
<tr>
<td>E-0083</td>
<td><strong>Goals and Needs to Accelerate Science Technology Engineering Math (GANAS-STEM)</strong></td>
<td>1,142,032</td>
</tr>
<tr>
<td></td>
<td>To establish funding to increase the success rates of students enrolled in Math courses, decrease the time students need to complete STEM degrees or certificates, increase the number of students awarded STEM degrees and certificates, increase the number of STEM transfers to four-year universities, and increase the number of articulated STEM course and program transfer agreements. Three thousand six hundred and thirty-six (3,636) students will benefit from the project. Funding is from the United States Department of Education.</td>
<td></td>
</tr>
</tbody>
</table>
**Student Support Services Science Technology Engineering Math (Trio-STEM)**

To establish funding to provide opportunities for academic development, assist students with basic college requirements, and motivate students towards the successful completion of their postsecondary education. The goal of the program is to increase the college retention and graduation rates of its participants and facilitate the process of transition from one level of higher education to the next. The program serves one hundred and twenty (120) students who are low-income and first-generation college students and individuals with disabilities each academic year. Funding is from the United States Department of Education.

**Science Technology Engineering and Math (STEM)**

To establish funding for a comprehensive STEM Center combining academic and student support services. The center will serve as the hub for STEM faculty and students by strengthening academic services by expanding tutoring, math workshops and summer bridge programs for STEM students; and by supporting curriculum development in math, life science, physical science and computer science. Funding is from the United States Department of Education.

**Upward Bound**

To establish funding to provide low-income and potential first generation college students with comprehensive services that will allow them to better understand and pursue educational opportunities and be competitive in their quest for postsecondary education. The program provides instruction in mathematics and English during the academic year and summer, tutorial support with trained instructors, academic advisement, college preparation and study skills workshops, college field trips, exposure to cultural activities, and assistance with college and financial aid applications. The program serves over seventy (70) students each academic year. Funding is from the United States Department of Education.

**Upward Bound Math and Science**

To establish funding to increase the rate of postsecondary education for low-income, first generation students. Students will receive an array of services including assessment; enrichment courses; tutoring; academic, personal, and career counseling; mentoring; college visits; and field trips. Funding is from the United States Department of Education.

**Leading and Energizing African-American Students to Research and Knowledge (LEARN) Program**

To establish funding to increase the recruitment, retention, transfer, and success rate of African-American students through increasing skills development and college knowledge. The project also intends to assess and develop faculty pedagogical methodologies to increase student success for all students at West Los Angeles College. The program will serve over one thousand (1,000) students during the year. Funding is from the United States Department of Education.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-0104</td>
<td><strong>TRIO Educational Opportunity Center</strong></td>
<td>230,000</td>
</tr>
<tr>
<td></td>
<td>To establish funding to help first-time or re-entry students transition into</td>
<td></td>
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<tr>
<td></td>
<td>postsecondary education. Services provided include academic assistance,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>financial aid assistance, academic counseling and career exploration.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funding is for one thousand (1,000) participants who are socio-economically</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and educationally disadvantaged within the Los Angeles County service area.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funding is from the United States Department of Education.</td>
<td></td>
</tr>
<tr>
<td>W-0090</td>
<td><strong>TRIO Upward Bound 3</strong></td>
<td>250,000</td>
</tr>
<tr>
<td></td>
<td>To establish funding to serve high school students from low-income families</td>
<td></td>
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<tr>
<td></td>
<td>and high school students from families in which neither parent holds a</td>
<td></td>
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<tr>
<td></td>
<td>bachelor’s degree. The program provides fundamental support to participants</td>
<td></td>
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<tr>
<td></td>
<td>in their preparation for college entrance while providing opportunities to</td>
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<td></td>
<td>succeed in their pre-college performance and ultimately in their higher</td>
<td></td>
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<tr>
<td></td>
<td>education pursuits. The program is funded to serve fifty (50) students from</td>
<td></td>
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<tr>
<td></td>
<td>Los Angeles High School and Hamilton High Schools. Funding is from the United</td>
<td></td>
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<tr>
<td></td>
<td>States Department of Education.</td>
<td></td>
</tr>
<tr>
<td>T-0092</td>
<td><strong>HealthCare/Biomedical Sector Initiative Program</strong></td>
<td>76,944</td>
</tr>
<tr>
<td></td>
<td>To establish funding to provide training to dislocated workers and other</td>
<td></td>
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<tr>
<td></td>
<td>adults who have been laid off due to downsizing. Participants will be</td>
<td></td>
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<tr>
<td></td>
<td>retrained in the Process Technology program. The goal is to have participants</td>
<td></td>
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<tr>
<td></td>
<td>retrained in a 12-month period. A college-recognized skills certificate will</td>
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<tr>
<td></td>
<td>be awarded to each participant. A maximum of thirty-five (35) students will</td>
<td></td>
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<tr>
<td></td>
<td>be trained within this cohort. After training, Community Career Development,</td>
<td></td>
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<tr>
<td></td>
<td>Inc. will provide employment services for these individuals for careers in the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BioTech/Manufacturing sector. Funding is from the United States Department of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor.</td>
<td></td>
</tr>
<tr>
<td>H-0100</td>
<td><strong>Los Angeles Harbor College YouthSource Center</strong></td>
<td>803,160</td>
</tr>
<tr>
<td></td>
<td>To establish funding to serve eligible students, concentrating on out-of-</td>
<td></td>
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<tr>
<td></td>
<td>school youth (17-21) to connect them with education, career training and</td>
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<tr>
<td></td>
<td>employment opportunities. The program will provide Basic Skills tutoring,</td>
<td></td>
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<td></td>
<td>study skills development, instruction leading to completion of secondary</td>
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</tr>
<tr>
<td></td>
<td>school, drop-out prevention, credit recovery, GED preparation, and</td>
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<td></td>
<td>alternative secondary school services as appropriate. The program is</td>
<td></td>
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<tr>
<td></td>
<td>expected to serve approximately one hundred and ninety-nine (199)</td>
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</tr>
<tr>
<td></td>
<td>participants per year. Funding is from the United States Department of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor.</td>
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</tr>
</tbody>
</table>
Child and Adult Care Food Program (CACFP)

To establish funding to provide healthy meals to all children enrolled; to increase awareness of healthy choices for the children and families enrolled; and to decrease the effects of childhood obesity in young children. The program will also provide a developmentally appropriate environment for young children while allowing the parent(s) to attend college classes(s). The changes in the contract will affect one thousand four-hundred and fifty (1,450) students/parents combined from the LACCD Child Development Centers. Funding is from the California Department of Education.

TOTAL FEDERAL

$7,530,958

State

C-0063, M-0085, T-0121 Foster and Kinship Care Education Program

To accept additional funding to provide training for foster and kinship caregivers that take care of children placed in out-of-home care. The program offers specialized training for children with medical and behavioral conditions, as well as renewal classes for parents to maintain their licenses with the county. For this fiscal year, the program will provide at least nine hundred (900) hours of training and will serve over two hundred and twenty-two (222) caregivers. This augmentation brings the program total funding to $1,125,901. Funding is from the California Community Colleges Chancellor's Office (CCCCO).

S-0051 Nursing Enrollment Growth For Associate Degree Nursing

To establish funding to provide a pre-enrollment assessment, preparation, and retention program, and National Council Licensure Exam support and preparation services, thus promoting program completion and student success on the National Council Licensure Exam. The funds will be used to expand current enrollment capacity in the nursing program by ten (10) additional qualified students each semester (twenty students per year). Funding is from the California Community Colleges Chancellor's Office (CCCCO).

P-0051, V-0101 Enrollment Growth and Retention for Registered Nursing Program

To establish funding to provide instruction in a skills laboratory/simulation, NCLEX workshops, tutoring and mentoring to ensure success, and to address the gaps in retention and remediation. The project will provide added instructional hours to increase the retention rate and decrease the attrition rate, and provide needed supplies for the project, as well as assist community hospitals and clinics with an increase in entry-level Registered Nurses. These funds will be used to serve all the students enrolled in the program. Funding is from the California Community Colleges Chancellor's Office (CCCCO).
**Permanency and Safety-Model Approach to Partnerships in Parenting (PS-MAPP)**

To establish funding to provide training courses to potential foster and adoptive parents who are interested in becoming caregivers. The program helps participants explore the requirements and challenges that they will face as parents. The Los Angeles County Department of Children requires all potential foster caregivers to take this 36-hour course before caring for children. The funds will be used to provide training to over two hundred and fifty (250) potential resource parents. Funding is from The Community College Foundation.

**State Energy Resources Conservation and Development Commission**

To establish funding to develop intermediate and advanced CNG/LNG courses and to complete a Certificate of Achievement process for the new CNG/LNG credit certificate. Thirty (30) participants will be trained in CNG Cylinder Certification. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

**Deputy Sector Navigator: Global Trade and Logistics**

To establish funding to develop a skills certificate (leading to a Certificate of Achievement) that provides students with the knowledge of global economics and international markets and logistics necessary to be successful entrepreneurs or employees in this growing area of business. Five (5) courses for a total of fifteen (15) units will be developed. Approximately one hundred and twenty to two hundred (120-200) students will be involved with the program. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

**Middle College High School**

To establish funding to continue the Harbor Teacher Preparation Academy (HTPA), a middle college high school project (entering its 11th year), by providing a half-time college counselor to help students select co-enrollment classes, college electives, tutoring as needed and other available student services. Funds will be used to assist the Harbor College Learning Assistance Center, as well as fund a curriculum realignment project, as the high school implements the new common core standards. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

**Child Development Training Consortium**

To establish funding to address the critical shortage of qualified early childhood teachers in the state of California. The funding for the program is provided through the Community College Programs to assist child development program students in meeting the educational requirements for any of the Child Development Permits. The program is expected by the grantor to generate 400 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Over thirty (30) students will be enrolled in the program. Funding is from Yosemite Community College District.
CA Early Childhood Mentor Program

To establish funding to arrange course offerings, recruit prospective mentors, and approve Post-Practicum and Director placement during the contract period. Los Angeles Harbor College will provide coursework in Child Development and General Education courses that fulfill requirements for Child Development and Supervision Permits. For this fiscal year, approximately sixty (60) students will be served. Funding is from Chabot-Las Positas Community College District.

Basic Skills

To establish funding for the 2014-2015 Basic Skills allocation as per the allocation schedule released by the State Chancellor’s Office on July 18, 2014. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

Extended Opportunity Programs and Services (EOPS)

To adjust funding to align with the State Chancellor’s Office 2014-2015 EOPS Final Allocations released on August 22, 2014. This adjustment brings the program total to $9,635,104. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

Extended Opportunity Programs and Services-Cooperative Agency Resources for Education (EOPS-CARE)

To adjust funding to align with the State Chancellor’s Office 2014-2015 EOPS Final Allocations released on August 22, 2014. This adjustment brings the program total to $831,633. Funding is from the California Community Colleges Chancellor’s Office (CCCCO).

TOTAL STATE $2,632,773

Local

Business Entrepreneurial Stewardship Training (BEST) $400,000

To accept funding to provide participants with the entrepreneurial training that is critical for an individual wishing to start a new business or enhance or refocus their current business. The program is estimated to serve thirty (30) participants each year. Students learn to think strategically how to plan, how to use creativity in identifying emerging market trends, and develop and explore concept feasibility by connecting an audience to a demand. Funding is from the United Job Creation Council.
**Gateway to College Program**

To accept funding to be used to fund a position of a Drop-Out Prevention Liaison. The position is designed to address the need for coordination of activities between the College and two charter school districts, Green Dot and LA Alliance. The Drop-Out Prevention Liaison will also address the issue of achieving the student enrollment target. The goal is to service one hundred and fifty (150) students over the funding period. Funding is from the Gateway to College National Network.

**Child Development Workforce Initiative**

To accept funding to continue to expand the strong partnership with secondary schools, local universities and community partners. For this fiscal year, the program will expand the Early Care (EC) Workforce, develop a better qualified Workforce, and promote high quality EC practices and programs. The program will benefit over two thousand five hundred (2,500) community college as well as university and high school students. Funding is from Los Angeles Valley College Foundation.

**Technical & Career Education**

To accept 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 the Foundation for California Community Colleges, NCS Pearson, PSI Trainings, and the Peralta Colleges Foundation.

**Contract Education-Aspire Public Schools**

To accept funding to provide a college-level American Sign Language course for Fall Semester 2014 on the Aspire Academy Campus from September 3, 2014 thru December 21, 2014. Students will obtain the necessary skills while obtaining college credit while dual enrolled. There will be a maximum of thirty (30) students/participants in the class. Funding is from Aspire Public Schools.

**Contract Education-Animo South LA Charter High School**

To accept funding to provide six (6) college-level courses each semester. There will be a maximum of forty (40) students/participants in each class. Students will obtain college credit while dual enrolled in high school. Funding is from Green Dot Public Schools (Animo So. LA Charter High School).

**Donation**

To accept a donation to Los Angeles City College to be used to purchase supplies to support all areas of the college in this fiscal year. Funding is from the Los Angeles City College Foundation.

**TOTAL LOCAL**

$876,276
### OTHERS:

#### Interfund

D-0239, D-0240  **Increase – Retirees Health Insurance Fund from General Fund**  $185,161

To set up an Interfund transfer to increase the budget for the 1.92% of OPEB. These funds will be transferred to the Post-Retirement Benefit Account In the Debt Service Fund (Fund 3).

#### Fund Redistribution

D-0252, D-0320  **Instructional Support**  (7,998,913)

To redistribute funds from Fund 10137, Physical Plant and Instructional Support, to Fund 50180, Block Grant-One Time 2014-15 Scheduled Maintenance Program, to agree with the colleges' plans for the Scheduled Maintenance Program in fiscal year 2014-2015.

D-0333  **Scheduled Maintenance Program**  7,998,913

To accept redistributed funds from Fund 10137, Physical Plant and Instructional Support, to Fund 50180, Block Grant-One Time 2014-15 Scheduled Maintenance Program, to match with the college submissions and establish funding for the Scheduled Maintenance Program. In fiscal year 2014-2015, the State Chancellor’s Office distributed to the Los Angeles Community College District a block grant of $13,408,201. Funding is redistributed to reflect that $7,998,913 is to be used for Instructional Support (Fund 10137) and the $7,998,913 to be used for the Scheduled Maintenance and Repairs Projects (Fund 50180) as planned by the colleges.

### TOTAL OTHERS

$185,161

### TOTAL INCOME

$11,225,168
In accordance with Education Code 72670, the following organizations are submitted for Board approval:

Amend the List of Organizational Memberships to include the Public Agency Risk Managers Association (PARMA). This membership was previously submitted to and approved by the Board and is being re-instated to the Active List of Memberships per request from the Educational Services Center (ESC).
Subject: **2014-2015 CATEGORICAL PROGRAM FLEXIBILITY**

Pursuant to Education Code, Section 84043, in order for the District to elect to use funding received in the flexible categorical programs for other categorical programs and to relieve itself of all compliance requirements, authorize the transfer of $1 from the Child Development Center program to the Disabled Students Programs and Services (DSPS) Program. (BTA: D-58)

**Background:** The 2014-2015 Senate Bill SB852 allowed the District to elect to transfer funds received in the flexible categorical programs to any other categorical programs. By exercising this transfer, the District will be relieved of all the State statutory, regulatory, and provisional requirements associated with the eight programs contained in the flexibility category as shown in ATTACHMENT A.

Any funds that are not formally moved out of a program must be used for that program’s stated purpose. Funds transferred into a program that is not in the flexibility category have to be spent in accordance with the existing rules for the receiving program. The categorical program flexibility is available for districts to use through 2014-15, and the District must take public action each year to transfer funds.

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By: ___________________________ Date: ___________________________
## Los Angeles Community College District
### Categorical Programs Flexibility Provision
#### FY 2014-15

<table>
<thead>
<tr>
<th>Flexibility Categorical Programs</th>
<th>Amount Moved Out of Category</th>
<th>Amount Moved Into Category</th>
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<td>Academic Senate**</td>
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<td>Childcare Tax Bail Out</td>
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<td>Equal Employment Opportunity</td>
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<td>Economic Development**</td>
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<td>Part-Time Faculty Office Hours</td>
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<td>Part-Time Faculty Health Insurance</td>
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<td>Transfer Education and Articulation**</td>
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<td>Apprenticeship</td>
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<td>Basic Skills Students</td>
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<td>Foster Care Education Program</td>
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<td>Student Success and Support Program - Credit</td>
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<td>Student Success and Support Program - Non-Credit</td>
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<td>Telecommunications &amp; Technology Services</td>
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<td>Extended Opportunity Program &amp; Services</td>
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<td>CARE</td>
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<td>Career Technical Education*</td>
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<tr>
<td>Fund for Student Success</td>
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<td>Nursing Program Support</td>
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<tr>
<td><strong>Total</strong></td>
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**Notes:**
- Funds may be transferred out of any shaded categorical program and into any categorical program shown on this page.
- Career Technical Education is funded elsewhere in the budget and is not included in the flexibility provision.
- The Chancellor may adjust allocations for these programs in support of statewide and regional functions.
- 2014 Assembly Bill 852 (Chapter 25, Item 6870-101-0001, Provision 27)
Subject: **RESOLUTIONS AUTHORIZING ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, INCLUDING REFUNDING BONDS**

Adopt two Resolutions dated November 5, 2014 (hereto attached and identified as Attachments 1 and 2), the first a resolution authorizing the issuance of 2008 Election General Obligation Bonds, Series G and H of a combined [$350 million] to finance approved projects, the second a resolution authorizing the issuance of up to $1.5 billion in General Obligation Refunding Bonds to refinance certain outstanding bonds, and actions related thereto.

**Background:** The adoption of the first resolution by the Board of Trustees authorizes and directs execution of various documents and directs certain actions with respect to the execution and delivery of up to [$350 million] general obligation bonds to provide the next round of funding for various capital projects in the master plan at all nine colleges of the Los Angeles Community College District. The second resolution takes similar actions with respect to the execution and delivery of up to $1.5 billion in refunding general obligation bonds to reduce debt service costs to the taxpayers. The amount of such bonds to be issued will be a function of market conditions at the time of sale; the refunding resolution sets for the minimum savings requirements that must be met in order to issue refunding bonds.

The resolution is a required first step in the issuance process; the County Board of Supervisors will subsequently approve its own resolution. The bonds are expected to be sold in December and close in January 2015.
RESOLUTION NO. _______

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LOS ANGELES COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2008 ELECTION GENERAL OBLIGATION BONDS, SERIES G AND H, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Los Angeles Community College District (the "District"), Los Angeles County (the "County"), State of California, on November 4, 2008 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $3,500,000,000 payable from the levy of an ad valorem tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, on April 1, 2009, the District issued two series of such bonds in the aggregate principal amount of $425,000,000 and styled as "Los Angeles Community College District (County of Los Angeles, California) 2008 Election General Obligation Bonds, 2009 Series A and Series B";

WHEREAS, pursuant to the Authorization, on July 22, 2010, the District issued an additional series of such bonds in the aggregate principal amount of $900,000,000 and styled as "Los Angeles Community College District (Los Angeles County, California) General Obligation Build America Bonds (Direct Subsidy), 2008 Election 2010 Taxable Series E";

WHEREAS, pursuant to the Authorization, on August 10, 2010, the District issued an additional series of such bonds in the aggregate principal amount of $175,000,000 and styled as "Los Angeles Community College District (County of Los Angeles, California) 2008 Election General Obligation Bonds, 2010 Series C";

WHEREAS, pursuant to the Authorization, on August 10, 2010, the District issued an additional series of such bonds in the aggregate principal amount of $125,000,000 and styled as "Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, 2010 Series D";

WHEREAS, pursuant to the Authorization, on July 11, 2013, the District issued an additional series of bonds in the aggregate principal amount of $250,000,000 and styled as "Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series F";

WHEREAS, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to issue two additional series of bonds under the Authorization in an aggregate principal amount not-to-exceed $350,000,000, and to be styled as "Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series G (the
“Series G Bonds” and “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series H (the “Series H Bonds”, and together with the Series G Bonds, the “Bonds”);

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Government Code”), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds in two or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law; and

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in two or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designation, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed $350,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from ad valorem property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Chancellor or the Chief Financial Officer/Treasurer of the District, or such other officers or employees of the District as the Chancellor or the Chief Financial Officer/Treasurer may designate for such purpose (collectively, the “Authorized Officers”), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters (as defined herein) to pre-
market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between the District and the Underwriters (defined herein), substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.25% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to $350,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters, will equal approximately 0.30% of the principal amount of the Bonds.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) “Beneficial Owner” means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) “Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) “Bond Payment Date” means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on August 1, 2015 with respect to interest on the Bonds, and August 1 of each year, commencing August 1, 2015, with respect to payments of principal of the Bonds.

(d) “Bond Register” means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) “Code” means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) “Continuing Disclosure Agreement” means that certain contractual undertaking executed by the District in connection with the issuance of the Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.
(g) "Current Interest Bonds" means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) "Date of Delivery" means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) "Depository" means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(j) "DTC" means The Depository Trust Company, 55 Water Street, New York, New York, 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(l) "Holder" or "Owner" means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(m) "Information Services" means Financial Information, Inc.'s Financial Daily Called Bond Service; Mergent, Inc.'s Called Bond Department; or Standard & Poor's J.J. Kenny Information Services' Called Bond Service.

(n) "Long Current Interest Bonds" means Current Interest Bonds with maturities greater than 30 years, but not greater than 40 years.

(o) "Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) "Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.
(q) "Non-AMT Bonds" means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(r) "Official Statement" means the Official Statement for the Bonds, as described in Section 17 hereof.

(s) "Outstanding" means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

(t) "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(u) "Paying Agent" means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds. The Treasurer is authorized to contract with a third party to carry out the services of Paying Agent hereunder, and The Bank of New York Mellon Trust Company, N.A., is hereby approved as the initial agent of the Treasurer to act as Paying Agent.

(v) "Permitted Investments" means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool described above, and (vi) State and Local Government Series Securities.

(w) "Principal" or "Principal Amount" means, with respect to any Bond, the initial principal amount thereof.

(x) "Purchase Contract" means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriters named therein. To the extent the
Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(y) "Qualified Non-AMT Mutual Fund" means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excluded from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(z) "Qualified Permitted Investments" means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(aa) "Record Date" means the close of business on the 15th day of the month preceding each Bond Payment Date.

(bb) "Series" means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(cc) "S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(dd) "Taxable Bonds" means any Bonds not issued as Tax-Exempt Bonds.

(cc) "Tax-Exempt Bonds" means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ff) "Term Bonds" means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(gg) "Transfer Amount" means, with respect to any Outstanding Bond, the principal amount.

(hh) "Treasurer" means the Treasurer and Tax Collector of the County.

(ii) "Underwriters" means the underwriters of the Bonds that shall be named in the Purchase Contract.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both principal and interest, in denominations of
$5,000 principal amount or any integral multiple thereof. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of DTC.

Each Bond shall be dated as of the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Date of Delivery. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to principal for each Series of Bonds shall not exceed four-to-one.

(b) **Redemption.**

(i) **Terms of Redemption.** The Bonds shall be subject to optional redemption prior to maturity or mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(ii) **Selection of Bonds for Redemption.** Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the principal amount of $5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) **Redemption Notice.** When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion
thereof being redeemed at the redemption price thereof, together with the interest accrued to the
redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption
Notice:

1. At least 20 but not more than 45 days prior to the redemption date, such
Redemption Notice shall be given to the respective Owners of Bonds designated for
redemption by registered or certified mail, postage prepaid, at their addresses appearing on the
Bond Register.

2. At least 20 but not more than 45 days prior to the redemption date, such
Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii)
telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the
Depository.

3. At least 20 but not more than 45 days prior to the redemption date, such
Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii)
overnight delivery service, to one of the Information Services.

4. To such other persons as may be required pursuant to the Continuing
Disclosure Agreement.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as
provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption
Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the
proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds
made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number
identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other
transfer. The Redemption Notice may state that no representation is made as to the accuracy or
correctness of CUSIP numbers printed thereon.

With respect to any Redemption Notice of Bonds, unless upon the giving of such notice such
Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state
that such redemption shall be conditional upon the receipt by the independent escrow agent selected by the
District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay
the principal of, premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys
shall not have been so received said notice shall be of no force and effect, the Bonds shall not be
subject to redemption on such date and the Bonds shall not be required to be redeemed on such date. In
the event that such Redemption Notice contains such a condition and such moneys are not so received,
the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give
notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such
moneys were not so received. In addition, the District shall have the right to rescind any Redemption
Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The
Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice
was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in
part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like
tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) **Effect of Redemption Notice.** Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vi) **Bonds No Longer Outstanding.** When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust as provided in Section 19 hereof for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) **Book-Entry System.**

(i) **Election of Book-Entry System.** The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium,
if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider
the person in whose name each book-entry Bond is registered in the Bond Register as the absolute
Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest
on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to
such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes
whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds
only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective
attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy
and discharge the District’s obligations with respect to payment of principal of, premium, if any, and
interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as
shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of
principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the
Owner and the Paying Agent, of written notice to the effect that the Depository has determined to
substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to
the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the book-entry Bonds
for the Depository’s book-entry system, the District and the Paying Agent shall execute and
deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of
Representations shall not in any way impose upon the District or the Paying Agent any
obligation whatsoever with respect to persons having interests in such book-entry Bonds other
than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the
Paying Agent shall agree to take all action necessary at all times so that the District will be in
compliance with all representations of the District in such Letter of Representations. In
addition to the execution and delivery of a Letter of Representations, the District and the
Paying Agent shall take such other actions, not inconsistent with this Resolution, as are
reasonably necessary to qualify book-entry Bonds for the Depository’s book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to
continue to act as securities depository for book-entry Bonds, or (ii) the District determines that
continuation of the book-entry system is not in the best interest of the Beneficial Owners of the
Bonds or the District, then the District will discontinue the book-entry system with the
Depository. If the District determines to replace the Depository with another qualified
securities depository, the District shall prepare or direct the preparation of a new single,
separate, fully registered bond for each maturity date of such Outstanding book-entry Bond,
registered in the name of such successor or substitute qualified securities depository or its
Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified
securities depository to replace the Depository, then the Bonds shall no longer be restricted to
being registered in such Bond Register in the name of the Nominee, but shall be registered in
whatever name or names the Owners transferring or exchanging such Bonds shall designate, in
accordance with the provisions of this Section 6(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of
this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form
and registered in the name of the Nominee, all payments by the District or the Paying Agent
with respect to principal of and premium, if any, or interest on the Bonds and all notices with
respect to such Bonds, including notices of redemption, shall be made and given, respectively
to the Nominee, as provided in the Letter of Representations or as otherwise required or

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instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.
(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying
Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of One Million Dollars ($1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal corporate trust office of the Paying Agent. The principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of ad valorem property taxes upon all property with the District subject to taxation, which taxes shall be unlimited as to rate or amount. The Bonds do
not constitute an obligation of the County and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Forms of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the funds hereby authorized to be created to be known as the “Los Angeles Community College District 2008 Election General Obligation Bonds, Series G Building Fund” (the “Series G Building Fund”) and the “Los Angeles Community College District 2008 Election General Obligation Bonds, Series H Building Fund” (the “Series H Building Fund” and together with the Series G Building Fund, the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those respective proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts, as appropriate. The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the funds hereby authorized to be created to be known as the “Los Angeles Community College District 2008 Election General Obligation Bonds, Series G Debt Service Fund” (the “Series G Debt Service Fund”) and the “Los Angeles Community College District 2008 Election General Obligation Bonds, Series H Debt Service Fund” (the “Series H Debt Service Fund”) for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts, as appropriate. Interest earnings on monies held in respective Building Funds shall be retained in respective Building Fund. Interest earnings on monies held in respective Debt Service Fund shall be retained in respective Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.
Moneys in the Debt Service Fund and the Building Fund shall be invested, after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) **Covenant Regarding Investment of Proceeds.**

(A) **Permitted Investments.** Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) **Recordkeeping and Monitoring Relating to Building Fund.**

i. **Information Regarding Permitted Investments.** The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. **Information in Qualified Non-AMT Mutual Funds.** The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. **Monthly Investment Fund Statements.** The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. **Retention of Records.** The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with
respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “Los Angeles Community College District 2008 Election General Obligation Bonds, Series G Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1 1/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).
(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.
SECTION 14. **Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which moneys, pursuant to Government Code sections 5450 and 5451, are hereby pledged to the payment of the principal of and interest on the Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 15. **Arbitrage Covenant.** The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. **Conditions Precedent.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. **Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriters are directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. **Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be
fully subrogated to all of the Owners' rights, including the Owners’ rights to payment thereof. To
evidence such subrogation (i) in the case of subrogation as to claims that were past due interest the
Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds
maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond
Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation
as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the
registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the
Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds
may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by
the District an amount of cash which, together with any amounts transferred from the Debt
Service Fund, is sufficient to pay all Bonds Outstanding and designated for defeasance
(including all principal thereof, accrued interest thereon and redemption premiums, if any) at or
before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent
escrow agent selected by the District callable Government Obligations together with any
amounts transferred from the Debt Service Fund and any other cash, if required, in such
amount as will, together with interest to accrue thereon, in the opinion of an independent
certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and
designated for defeasance (including all principal thereof, accrued interest thereon and
redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all
obligations of the District with respect to all such designated Outstanding Bonds shall cease and
terminate, except only the obligation of the independent escrow agent selected by the District to pay or
cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of
such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are
unconditionally guaranteed as to principal and interest by the United States of America (which
may consist of obligations of the Resolution Funding Corporation that constitute interest strips),
or "prerefunded" municipal obligations rated in the highest rating category by Moody’s or
S&P. In the case of direct and general obligations of the United States of America,
Government Obligations shall include evidences of direct ownership of proportionate interests
in future interest or principal payments of such obligations. Investments in such proportionate
interests must be limited to circumstances where (i) a bank or trust company acts as custodian
and holds the underlying United States obligations; (ii) the owner of the investment is the real
party in interest and has the right to proceed directly and individually against the obligor of the
underlying United States obligations; and (iii) the underlying United States obligations are held
in a special account, segregated from the custodian’s general assets, and are not available to
satisfy any claim of the custodian, any person claiming through the custodian, or any person to
whom the custodian may be obligated; provided that such obligations are rated or assessed at
least as high as direct and general obligations of the United States of America by either Moody’s or S&P.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from ad valorem property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County’s responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County’s responsibilities under Section 23 hereof.

SECTION 22. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of ad valorem property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby authorizes the appointment of such Underwriters as shall be identified in the Purchase Contract. To the extent the Bonds are sold pursuant to more than one Purchase Contract, the Board hereby authorizes the appointment of senior manager and such other co-managers as shall be identified therein. The Board hereby appoints KNN Public Finance, a Division of Zions Bank, as Financial Advisor, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Hawkins Delafield & Wood LLP and Luna & Glushon as Co-Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.
(d) To the extent the issuance of Bonds includes Long Current Interest Bonds (as defined herein), the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds, as shall be further evidenced by a certificate of the District substantially in the form attached as Exhibit B hereto.

SECTION 25. Resolution to County Treasurer-Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Agreement appended to the Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Agreement with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Agreement shall not result in acceleration of the Bonds.

SECTION 27. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 28. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

[REMAINDER OF PAGE LEFT BLANK]
SECTION 29. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 5th day of November 2014, by the following vote:

AYES: MEMBERS __________________________
NOES: MEMBERS __________________________
ABSTAIN: MEMBERS __________________________
ABSENT: MEMBERS __________________________

________________________________________
President of the Board of Trustees
Los Angeles Community College District

ATTEST:

________________________________________
Secretary to the Board of Trustees
Los Angeles Community College District
SECRETARY’S CERTIFICATE

I, Dr. Francisco Rodriguez, Ph.D., Chancellor and Secretary to the Board of Trustees of the Los Angeles Community College District, Los Angeles County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on November 5, 2014, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November ___, 2014

Chancellor and Secretary to the Board of Trustees of the Los Angeles Community College District
EXHIBIT A
FORM OF BONDS

REGISTERED NO. $

LOS ANGELES COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2008 ELECTION GENERAL OBLIGATION BONDS, SERIES [G] [H]

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
% per annum August 1, ________ ________, 20__

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Los Angeles Community College District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on August 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2015, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A, as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal corporate trust office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general
election held on November 4, 2008 (the “Election”), upon the question of issuing bonds in the amount
of $3,500,000,000 and the resolution of the Board of Trustees of the District adopted on November 5,
2014 (the “Bond Resolution”). This bond is being issued under the provisions of Article 4.5 of Chapter
3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of
which this bond is one are payable as to both principal and interest solely from the proceeds of the levy
of ad valorem property taxes on all property subject to such taxes in the District, which taxes are
unlimited as to rate or amount in accordance with California Education Code Sections 15250 and
15252.

The bonds of this issue comprise $______ principal amount of current interest bonds, of which
this bond is a part (collectively, the “Bonds”).

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and
Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal
corporate trust office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a
person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms,
limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid
by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the
absolute owner of this bond for the purpose of receiving payment of or on account of principal or
interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any
notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond
during a period beginning with the opening of business on the 16th business day next preceding either
any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of
business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b)
to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their
fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the
option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption
price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed
for redemption, without premium.

The Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from
mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a
redemption price equal to the principal amount thereof, together with accrued interest to the date fixed
for redemption, without premium. The principal amount represented by such Bonds to be so redeemed
and the dates therefor and the final principal payment date are as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Principal Amounts</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td></td>
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</table>

If less than all of the Bonds of any one maturity shall be called for redemption, the particular
Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the Paying
Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the
portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]
IN WITNESS WHEREOF, the Los Angeles Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: ______________________ (Facsimile Signature) ______________________
    President of the Board of Trustees

COUNTERSIGNED:

________________________ (Facsimile Signature) ______________________
    Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _______, 20__.

By: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as agent of the TREASURER AND TAX COLLECTOR OF LOS ANGELES COUNTY, as Paying Agent

________________________
    Authorized Officer

A-4
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): 

this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ______________________

Signature Guaranteed: ______________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ______

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees
EXHIBIT B

$ __________________

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(Los Angeles County, California)
2008 Election General Obligation Bonds, Series [G] [H]

CERTIFICATE PURSUANT TO GOVERNMENT CODE SECTION 53508.6

I, [Name of Authorized Officer], as [Title of Authorized Officer] of the Los Angeles Community College District (the “District”), do hereby certify on behalf of the District in accordance with Section 53508.6 of the Government Code of the State of California (the “Code”), in connection with the issuance of the above-captioned Bonds (the “Bonds”), authorized to be issued pursuant a resolution of the Board of Trustees adopted on October 22, 2014 (the “Resolution”), and pursuant to Article 4.5 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 et seq., as amended:

1. I have reviewed the schedule of maturities of the Bonds provided by the Underwriters of the Bonds in connection with the issuance thereof, and such issuance includes Long Current Interest Bonds (as such term is defined in the Resolution).

2. I am familiar with the construction, reconstruction, rehabilitation and/or replacement of District school facilities (collectively, the “Project”) expected to be financed with proceeds of the Long Current Interest Bonds.

3. As of the date hereof, I hereby find that the useful life of the Project expected to be financed with such Long Current Interest Bonds equals or exceeds the maturity date of such Long Current Interest Bonds.

Dated: ______________________

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: ___________________________
[Name of Authorized Officer]
[Title of Authorized Officer]
LOS ANGELES COMMUNITY COLLEGE DISTRICT

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ISSUANCE OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Los Angeles Community College District (the "District"), Los Angeles County (the "County"), State of California, on April 10, 2001 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $1,245,000,000 payable from the levy of an ad valorem property tax by the County against the taxable property in the District (the "2001 Authorization");

WHEREAS, pursuant to the 2001 Authorization, the District has previously caused the issuance of the following series of bonds: (i) $28,500,000 General Obligation Bonds, Election of 2001, 2004 Taxable Series A, (ii) $437,450,000 General Obligation Refunding Bonds, 2001 Election, 2005 Series A, (iii) $400,000,000 2001 Election General Obligation Bonds, 2007 Series A, and (iv) $276,500,000 General Obligation Bonds, 2001 Election, 2008 Series E-1 (collectively, the "2001 Election Bonds");

WHEREAS, a duly called election was held in the District on May 20, 2003 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $980,000,000 payable from the levy of an ad valorem property tax by the County against the taxable property in the District (the "2003 Authorization");

WHEREAS, pursuant to the 2003 Authorization, the District has caused the issuance of the following series of bonds: (i) $350,000,000 2003 Election General Obligation Bonds, 2006 Series E, (ii) $344,915,000 General Obligation Bonds, 2003 Election, 2008 Series F-1, and (iii) $75,400,000 General Obligation Bonds, Election of 2003, 2004 Taxable Series B (collectively, the "2003 Election Bonds");

WHEREAS, a duly called election was held in the District on November 4, 2008 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $3,500,000,000 payable from the levy of an ad valorem property tax by the County against the taxable property in the District (the "2008 Authorization");
WHEREAS, pursuant to the 2008 Authorization, the District has caused the issuance of $350,000,000 General Obligation Bonds, 2008 Election, 2009 Series A (the "2008 Election Bonds," and together with the 2001 Election Bonds and 2003 Election Bonds, the "Prior Bonds");

WHEREAS, pursuant to Section 53550 et seq. of the California Government Code (the "Act"), this Board of Trustees (the "Board") finds that the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of each of the outstanding Prior Bonds (so refunded, the "Refunded Bonds");

WHEREAS, this Board desires to authorize the issuance of the Refunding Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

WHEREAS, at this time the Board desires to appoint professionals related to the issuance of the Refunding Bonds; and

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA AS FOLLOWS:

SECTION 1. Purpose. To refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in an aggregate principal amount not-to-exceed $1,750,000,000, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (each as defined herein), to be styled as the "Los Angeles Community College District (Los Angeles County, California) 2014 General Obligation Refunding Bonds," with appropriate Series designation if more than one Series of Refunding Bonds are issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board hereby appoints the Paying Agent, as defined in Section 5 hereof, to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from ad valorem property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Chancellor or the Chief Financial Officer/Treasurer of the District, or such other officer or employee of the District as may be designated by the Chancellor or Chief Financial Officer/Treasurer for such purpose (collectively, the "Authorized Officers"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between District and the Underwriters (defined herein), substantially in the form on file with the Secretary
to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.25% of the aggregate principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to $1,750,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) “Authorizing Documents” means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.

(b) “Act” means Sections 53550 et seq. of the California Government Code.

(c) “Beneficial Owner” means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(d) “Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(e) “Bond Payment Date” means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2015, with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2015, with respect to the principal payments on the Refunding Bonds.

(f) “Bond Register” means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.

(g) “Code” means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(h) “Continuing Disclosure Agreement” means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(i) “Current Interest Bonds” means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.
“Date of Delivery” means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

“Depository” means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

“DTC” means The Depository Trust Company, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.


“Escrow Agreement” means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

“Federal Securities” means securities as permitted, in accordance with the respective Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

“Holder” or “Owner” means the registered owner of a Refunding Bond as set forth in the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

“Information Services” means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

“Official Statement” means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

“Outstanding” means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

1. Refunding Bonds canceled at or prior to such date;
2. Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or
3. Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution.
“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

“Paying Agent” means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Refunding Bonds. The Treasurer is authorized to contract with a third party to carry out the services of Paying Agent hereunder, and The Bank of New York Mellon Trust Company, N.A., is hereby approved as the initial agent of the Treasurer to act as Paying Agent.

“Principal” or “Principal Amount” means, with respect to any Refunding Bond, the initial principal amount thereof.

“Purchase Contract” means the contract or contracts for purchase and sale of the Refunding Bonds, by and between the District and the Underwriters named therein. To the extent the Refunding Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

“Record Date” means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

“Series” means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and their assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

“Taxable Bonds” means any Refunding Bonds not issued as Tax-Exempt Bonds.

“Tax-Exempt Bonds” means any Refunding Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Refunding Bonds.

“Term Bonds” means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

“Transfer Amount” means, with respect to any Outstanding Refunding Bond, the Principal Amount.

“Treasurer” means the Treasurer and Tax Collector of the County.

“Underwriters” means the underwriters of the Refunding Bonds that shall be named in the Purchase Contract.
SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of $5,000 principal amount or any integral multiple thereof. The Refunding Bonds will be initially registered in the name of "Cede & Co.," the Nominee of DTC.

Each Refunding Bond shall be dated the Date of Delivery, and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of $5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000 principal amount, in respect to the portion of such Term Bond optionally redeemed, or (ii) within a maturity, Refunding Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Redemption Notice. When redemption is authorized pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the
redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the portion of the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

With respect to any Redemption Notice of Refunding Bonds, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Refunding Bonds shall not be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of such rescission in the same manner as the Redemption Notice was originally provided.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

1. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

2. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

3. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

4. To such other persons as may be required pursuant to the Continuing Disclosure Agreement.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming
Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon.

(v) **Partial Redemption of Refunding Bonds.** Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) **Effect of Redemption Notice.** Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) **Refunding Bonds No Longer Outstanding.** When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be irrevocably held in trust as provided in Section 19 hereof for the payment of the redemption price of such Refunding Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) **Book-Entry System.**

(i) **Election of Book-Entry System.** The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).
With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Refunding Bonds to be prepaid in the event the District redeems such Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to
replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on book-entry Refunding Bonds and all notices with respect to such Refunding Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.
(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees, or by such other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature, and countersigned by the manual or facsimile signature of the Secretary to the Board, or the designees thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, Series, maturity and principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.
If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond, the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District as provided in Section 7. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal of and redemption premium,
if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the principal corporate trust office of the Paying Agent. The principal of, premiums, if any, and interest on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are obligations of the District payable solely from the levy of ad valorem property taxes upon all property subject to taxation within the District, which taxes are unlimited as to rate or amount. The Refunding Bonds do not constitute an obligation of the County and no part of any fund of the County is pledged or obligated to the payment of the Refunding Bonds.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form attached as Exhibit A, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein.

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a final transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the escrow fund established under the Escrow Agreement (the "Escrow Fund"), which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Los Angeles Community College District, 2014 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County, and may contain subaccounts if the Refunding Bonds are sold in more than one Series. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the
Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund

(a) General. If necessary, there shall be created and established a special fund designated the "Los Angeles Community College District 2014 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1 1/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona
fide debt service fund.” In such event, and with respect to such amounts, the District shall not be
required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate
Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of
subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the
District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b)
of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund,
the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and
(b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate
payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond
Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an
amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of
such payment (and any income attributable to the “rebate amount” determined to be due and
payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this
Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date
on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such
form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment
required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such
payment when such payment is due, the District shall calculate the amount of such deficiency and deposit
an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation
required by subsection (b) of this Section, but prior to any deposit made under said subsection, the
amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said
subsection, upon written instructions from the District, the District may withdraw the excess from the
Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder
until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the
Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable
property in the District, in addition to all other taxes, a continuing direct ad valorem property tax annually
during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and
interest on the Refunding Bonds when due, which moneys when collected will be deposited in the Debt
Service Fund of the District, and which moneys, pursuant to Government Code Sections 5450 and 5451,
are hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as
the same fall due, and for no other purpose. The District covenants to cause the County to take all actions
necessary to levy such ad valorem property tax in accordance with this Section 14 and Section 53559 of the Act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements shall be the sole responsibility of the District.

SECTION 16. Legislative Determinations. The Board hereby determines that all acts and conditions necessary to be performed thereby or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board hereby finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer executing such final Official Statement shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt
of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably Depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, is sufficient to pay all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably Depositing with an independent escrow agent selected by the District noncallable Government Obligations together with any amounts transferred from the Debt Service Fund and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, “Government Obligations” shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s or S&P. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody’s or S&P.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and
otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that each series of the Refunded Bonds will be redeemed on the first respective optional redemption dates therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. as Escrow Agent for the Refunding Bonds and approves the form of the Escrow Agreement substantially in the form on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual’s execution and delivery thereof.

(e) The Board hereby authorizes the appointment of such Underwriters as shall be named in the Purchase Contract. To the extent the Bonds are sold pursuant to more than one Purchase Contract, the Board hereby authorizes the appointment of senior manager and such other co-managers as shall be identified therein. The Board hereby appoints KNN Public Finance, a Division of Zions Bank, as Financial Advisor, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Hawkins Delafield & Wood LLP and Luna & Glushon as Co-Disclosure Counsel, all with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract. If the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code. All or a portion of the Refunding Bonds are further authorized to be issued on a forward delivery basis.

SECTION 21. Resolution to Treasurer. The Clerk of the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of ad valorem property taxes in each year sufficient to pay all principal of and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds.

SECTION 23. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Agreement appended to the Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Agreement with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Agreement shall not result in acceleration of the Refunding Bonds.
SECTION 24. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 25. Recitals. All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 5th day of November, 2014.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

______________________________
President, Board of Trustees
Los Angeles Community College District

Attest:

______________________________
Secretary to the Board of Trustees
Los Angeles Community College District
SECRETARY'S CERTIFICATE

I, Dr. Francisco Rodriguez, Ph.D., Chancellor and Secretary to the Board of Trustees of the Los Angeles Community College District (the "District"), hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the District duly and regularly and legally held at the regular meeting place thereof on November 5, 2014, of which meeting all of the members of the Board had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November __, 2014

Chancellor and Secretary to the Board of Trustees of the Los Angeles Community College District
(Form of Refunding Bond)

REGISTERED NO. ____________________________  REGISTERED $ ____________________________

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2014 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: ____________________________  MATURITY DATE: ____________________________
___% per annum  August 1, 2014

DATED AS OF: ____________________________  CUSIP ____________________________

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ____________________________

The Los Angeles Community College District (the “District”) in Los Angeles County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2015, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal corporate trust office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The Owner of Refunding Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 et seq. (the “Act”) for the purpose of refunding certain of the District’s outstanding bonded indebtedness and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on November 5, 2014 (the “Bond Resolution”). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of ad valorem property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
The bonds of this issue comprise $_______ Principal Amount of current interest bonds, of which this bond is a part (each a “Refunding Bond”).

This bond is exchangeable and transferable for bonds of like tenor, maturity and principal amount and in authorized denominations at the principal corporate trust office of the Paying Agent by the Registered Owner, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District, as a whole or in part, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Principal Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$</td>
</tr>
</tbody>
</table>

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular Refunding Bonds or portions thereof of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Refunding Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the Refunding Bonds stated to mature on different dates shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order of maturity as directed by the District or, if the Paying Agent is not so directed, in the inverse order of maturity.
Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Refunding Bonds, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Refunding Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]
IN WITNESS WHEREOF, the Los Angeles Community College District, Los Angeles County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District and to be countersigned by the manual or facsimile signature of the Secretary to the Board of the District, all as of the date stated above.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: ______________ (Facsimile Signature)
    President of the Board of Trustees

COUNTERSIGNED:

______________ (Facsimile Signature)
    Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on ____________, 2014.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as agent of the TREASURER AND
TAX COLLECTOR OF LOS ANGELES COUNTY, as
Paying Agent

By: __________________________
    Authorized Representative
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ____________________________

Signature Guaranteed:

________________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ____________________________

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

__________________________
(Facsimile Signature)
Secretary

(Form of Legal Opinion)
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

1,042 dated September 1, 2014 to September 30, 2014 which totaled $2,312,486.

B. FACILITIES ORDER FORMS

60 dated September 1, 2014 to September 30, 2014 which totaled $213,423.

C. AGREEMENT FOR ART MODELING SERVICES

15 issued which totaled $3,285.

D. PERMITS FOR USE AND CIVIC CENTER PERMITS

6 issued from September 1, 2014 to September 30, 2014 for a total income of $11,375 - City

4 issued from September 1, 2014 to September 30, 2014 for a total income of $800 - Harbor

3 issued from September 1, 2014 to September 30, 2014 for a total income of $14,374 - Southwest

Total Income of Section D: $26,549

E. CONTRACT EDUCATION AGREEMENTS

4500204713 City, Agreement with Los Angeles Universal Preschool to provide classes to approximately twenty-five Aspire program participants in Child Growth and Development, Early Childhood

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Francisco C. Rodriguez, Chancellor

Student Trustee Advisory Vote
Principals and Practices, and ESL for Child Development Theories during the period August 1, 2014 to June 30, 2015, inclusive. Total income: $15,014.

4500204892 Mission. Agreement with Los Angeles County Office of Education to conduct Culinary Arts classes for students at Camp Gonzales, Camp Scudder and Camp Scott during the period September 1, 2014 to June 30, 2015, inclusive. Total income: $62,807.

Total Income of Section E: $77,821

F. LEASE OF FACILITIES FOR DISTRICT USE

4500205391 Educational Services Center. Agreement with UCLA Lake Arrowhead to provide accommodations (including sleeping rooms, meals, and conference rooms) for approximately 70 participants at the seventh annual Basic Skills Initiative Leadership Institute (BSILI) held at the UCLA Lake Arrowhead Conference Center during the period of June 14, 2015 to June 19, 2015, as part of a mandatory partnership under the ESL/Basic Skills Professional development Grant funded by California Community Colleges Chancellor's Office which LACCD is the fiscal agent of and, as such, is required to enter into and fund agreements with local agencies for accommodations for workshop participants. Total cost not to exceed: $80,000.

Total Cost of Section F: $80,000

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


4500204452 Pierce. Agreement with Louisville High School for use of the softball field and pit area for field hockey practice on designated dates and times for a total of 49.5 hours during the period of August 11, 2014 to October 22, 2014, inclusive. Total income: $3,762.

4500204542 Pierce. Agreement with Louisville High School for use of the swimming pool for water polo practice and games on designated dates and times for a total of 86 hours during the period of October 2, 2014 to January 30, 2015, inclusive. Total income: $8,600.

4500200754 Southwest. Amendment No. 1 to extend the agreement with Community Career Development, Inc. for use of Suite 206 in the Student Services Building for Work Source Center space, increasing the total contract amount from $20,833 to $37,500 from September
1, 2014 to December 31, 2014, inclusive. **Total additional income:** $16,667.

4500204531 Trade-Technical. Agreement with Erik Pullatian dba All Service Catering for use of a designated site to sell food and refreshments on Monday through Thursday 7 a.m. to 7 p.m. and Fridays from 7 a.m. to 1 p.m. at a rate of $2750 per month during the period of July 1, 2014 to June 30, 2015, inclusive. **Total estimated income:** $33,000.

4500046128 Valley. Amendment No. 2 to the agreement with Santa and Sons Christmas Trees to temporarily relocate tenant from Parking Lot “G” to Parking Lot “A” as a result of bond construction planned on Parking lot “G” for the period of November 10, 2014 to December 31, 2014, inclusive. In consideration for Tenant’s agreement to temporarily relocate to Parking Lot “A”, College shall provide for the set-up of temporary utility connections. **No additional income on lease. Total cost:** $1,725.

4500204325 Valley. Agreement with Picrow, Inc. for use of Parking Lot B for base camp and crew overnight parking for a total of 140 parking spaces during the period October 8, 2014 to October 13, 2014, inclusive. **Total income:** $8,400.

**Total Income of Section G:** $91,182

**H. LICENSE AGREEMENTS**

4500160984 Harbor. Amendment No. 4 to renew agreement with Sars Software Product, Inc. to provide technical support on Sars-Grid, Sars-Call and Sars-Trak licenses for the Student Services Offices, increasing the total contract amount from $23,760 to $30,360 from July 1, 2014 to June 30, 2015, inclusive, during the fifth year of the agreement. **Total additional cost:** $6,600.

4500204760 Harbor. Agreement with International Business Machines Corporation to provide statistical modeling software license and support during the period August 29, 2014 to August 31, 2015, inclusive. **Total cost:** $10,816.

**Total Cost of Section H:** $17,416

**I. MAINTENANCE AGREEMENTS**

4500178961 East. Amendment No.1 to renew agreement with Xerox Corporation to provide maintenance for a 5135T copier located in the Admissions Office, increasing the total contract amount from $1,500 to $2,100 from October 1, 2014 to June 30, 2015, inclusive, for the third year of the agreement. **Total additional cost:** $600.
Educational Services Center. Agreement with Golden Star Technology, Inc. to provide support for the Secure File Sharing appliance and Anti Virus Subscription for 500 users provided by Accellion and originally purchased by Build LACCD, under the auspices of the Office of Information Technology, during the period September 1, 2014 through August 31, 2015. Total cost: $23,433.

Educational Services Center. Amendment No. 4 to agreement with SirsiDynix Corporation for maintenance of the Districtwide library automation software and the SmartSource subscription, to add the Symphony Acquisitions Module, including installation and training for the college libraries, under the auspices of the Office of Information Technology, increasing the total contract amount from $274,318 to $278,658, from July 1, 2014 to June 30, 2015, inclusive, during the fourth year of the agreement. Total additional cost: $4,340.

Educational Services Center. Amendment No. 4 to agreement with SouthTech Systems for the eDisclosure software application to confirm compliance and to reduce possible conflict of interest situations, to provide for additional programming to proprietary software to allow for administrative deactivation for people who have separated but have not filed the appropriate leaving office statement, increasing the total contract amount from $115,764 to $122,964, during the current period of the agreement ending March 19, 2015. Total additional cost: $7,200.

Educational Services Center. Amendment No. 2 to renew agreement with Golden Star Technology, Inc. to provide support for the Virtualization SAN base storage for library, e-mail and SAP systems for the Office of Information Technology, increasing the total contract amount from $17,852 to $26,666, from May 1, 2014 to August 31, 2015, inclusive, for the third year of the agreement. Total additional cost: $8,814.

Mission. Agreement with Canon Solutions America, Inc. to provide maintenance services for Canon iP1135+, IRC7260 and IRC525 copiers for the Information Technology Department during the period October 31, 2014 to October 30, 2019, inclusive. Total cost: $32,892.

Various Amendments to renew the following agreements with Accuvant, Inc. to provide Palo Alto Networks technical support and software upgrades for internal security hardware firewalls that are between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the colleges and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology, increasing the total amount of the contracts from $108,140 to $212,535. These agreements have been entered into under the authority of the competitively-bid State of California.
Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. Total additional cost: $104,395.

4500189904 Pierce. Amendment No. 1, increasing the total contract amount from $35,070 to $71,742 from August 3, 2014 to August 2, 2015, inclusive, for the second year of the agreement. Total additional cost: $36,672

4500192612 Trade-Technical. Amendment No. 1, increasing the total contract amount from $38,000 to $76,000 from September 1, 2014 to August 31, 2015, inclusive, for the second year of the agreement. Total additional cost: $38,000.

4500192612 West Amendment No. 1, increasing the total contract amount from $35,070 to $64,793 from August 3, 2014 to August 2, 2015, inclusive, for the second year of the agreement. Total additional cost: $29,723.

Total Cost of Section I: $181,674

J. STUDENT INTERN AGREEMENTS

4500204819 City. No-cost agreement with Beverly Hospital for clinical training of students enrolled in the Nursing Program during the period September 1, 2014 to August 31, 2019, inclusive.

4500201632 East. No-cost agreement with Presbyterian Intercommunity Hospital for clinical training of students enrolled in the Respiratory Therapy program during the period August 8, 2013 to August 7, 2015, inclusive.

4500203808 East. No-cost agreement with Glendale Adventist Medical Center for clinical training of students enrolled in the Respiratory Therapy program during the period September 2, 2014 to September 1, 2016, inclusive.

4500204086 Harbor. No-cost agreement with Long Beach Memorial Medical Center for clinical training of students enrolled in the Nursing Program during the period January 1, 2015 to December 31, 2020, inclusive.

4500204710 Harbor. No-cost agreement with Little Sisters of the Poor for clinical training of students enrolled in the Nursing Program during the period January 1, 2015 to December 31, 2020, inclusive.

Various Pierce. Two no-cost agreements with the following contractors for clinical training of students enrolled in the Registered Veterinary Technician and/or Pre-Veterinary Science Program during the period September 2, 2014 to September 1, 2019, inclusive.
K. SERVICE AGREEMENTS

4500165647  City. Amendment No. 3 to renew agreement with Ebsco Subscription Services to provide magazine and newspaper periodical subscription services for the college library, increasing the total contract amount from $40,137 to $50,137 from October 15, 2014 to October 14, 2015, inclusive, for the fourth year of the agreement. Total additional cost: $10,000.

4500180756  City. Amendment No. 2 to renew agreement with eLumen Collaborative to provide Achievement software that will enable the college to define, document and communicate data on individual student achievements, increasing the total contract amount from $25,156 to $39,651 from July 1, 2014 to June 30, 2015, inclusive, for the third year of the agreement. Total additional cost: $14,495.

4500195455  City. Amendment No. 3 to extend agreement with I.S.A. Interpreting Services of America to provide medical interpretation classes through the Community Services Department, increasing the total contract amount from $33,540 to $39,540 from September 20, 2014 to December 6, 2014, inclusive, for the first year of the agreement. Total additional cost: $6,000.

4500199274  City. Correct period of services with Teter, Inc. from April 14, 2014 to June 30, 2014; to April 14, 2014 to July 25, 2015, as ratified by the Board of Trustees on June 11, 2014 (Com. No. BSD1) to provide the final project proposal to the State Chancellor’s Office and in the Fusion system for project finding that identifies the project justification, final scope and estimated costs for the Theater Arts Replacement project.

4500203969  City. Agreement with Jason Sanchez to provide Make-Up Artistry classes approved by the Board for the Community Services Department during the period September 20, 2014 to December 6, 2014, inclusive. Total cost: $6,400.

4500161469  East. Amendment No. 1 to renew agreement with Viatron Systems, Inc. to provide technical support and upgrades for the scanning system used in Financial Aid, Student Services, Fiscal Office and Physical Plant, increasing the total contract amount from $44,600 to $55,000 from July 1, 2014 to June 30, 2015, inclusive, for the fifth year of the agreement. Total additional cost: $10,400.
### Los Angeles Community College District

**Com. No. BSD1**  
Business Services  
**Date:** November 5, 2014

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500166123</td>
<td>East, Amendment No. 3 to renew agreement with Nuventive, LLC to provide Trac Dat program used in the Student Learning Outcome and Program Review processes, increasing the total contract amount from $18,000 to $24,000 from November 19, 2014 to November 18, 2015, inclusive, for the fourth year of the agreement. <strong>Total additional cost:</strong> $6,000.</td>
</tr>
<tr>
<td>4500203811</td>
<td>East, Agreement with Charles Joyce to provide production services for three promotional videos for the Technology and Logistics Program to be used for the recruitment of veterans and students during the period November 10, 2014 to March 10, 2015, inclusive. <strong>Total cost:</strong> $5,500.</td>
</tr>
<tr>
<td>4500204744</td>
<td>East, Agreement with Midnight Rain to provide technical support for the East Stadium Scoreboard used for home football games during the period September 1, 2014 to December 31, 2015, inclusive. <strong>Total cost:</strong> $5,567.</td>
</tr>
<tr>
<td>4500205393</td>
<td>Educational Services Center, Agreement with ADR Services, Inc. to provide mediation and arbitration services to the District on an as needed basis, as directed by the General Counsel or her designee, during the period October 15, 2014 to October 14, 2019 at a cost not to exceed $400 per hour.</td>
</tr>
<tr>
<td>4500205394</td>
<td>Educational Services Center, No-cost agreement with the California Community Colleges Chancellor's Office to collect outstanding student financial aid and proper non-financial aid obligations owed to the District, through the State Franchise Tax Board's Interagency Offset Program, for the District Central Financial Aid Unit during the period October 1, 2014 to December 31, 2015, inclusive.</td>
</tr>
<tr>
<td>4500174545</td>
<td>Educational Services Center, Amendment No. 2 to extend agreement with AON Consulting &amp; Insurance Services to provide actuarial services related to GASB 45 valuation for the post-retirement health benefits plan and to provide reporting information to CalPERS for the Office of the Chief Financial Officer/Treasurer from January 1, 2014 to June 30, 2015, inclusive. <strong>No additional cost.</strong></td>
</tr>
<tr>
<td>4500181066</td>
<td>Educational Services Center, No-cost agreement with the California Department of Motor Vehicles to use its skip tracing services to locate students who have failed to pay their student loans to obtain current addresses in order to reduce the number of outstanding loans and the number and frequency of student loan defaults. The LACCD's goal is to maintain an acceptable cohort default rate, as mandated by the Department of Education for administration of the Title IV (student financial aid) programs, under the auspices of the Central Financial Aid Unit during the period June 13, 2014 to June 13, 2018, inclusive.</td>
</tr>
<tr>
<td>Com. No. BSD1</td>
<td>Business Services</td>
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<tr>
<td>4500204220</td>
<td><strong>Educational Services Center</strong>. Amendment No. 1 to extend agreement with Maverick Solutions, LLC to provide three additional five-day training classes of the Oracle Peoplesoft Campus Solution software for the Student Information System Project under the auspices of the Office of Information Technology, increasing the total contract amount from $18,165 to $79,926, from October 4, 2014 to December 5, 2014, inclusive. This agreement is based on BuildLACCD Services Master Agreement Contract No. 50340. <strong>Total additional cost</strong>: $61,761.</td>
</tr>
<tr>
<td>4500192897</td>
<td><strong>Harbor</strong>. Amendment No. 1 to renew agreement with Pinnacle Evaluation Services to provide an external evaluator for the Title V Strengthening Hispanic-Serving Institutions grant, increasing the total contract amount from $6,000 to $12,000 during grant period October 1, 2013 to September 30, 2014, inclusive, for the second year of the agreement. <strong>Total additional cost</strong>: $6,000.</td>
</tr>
<tr>
<td>4500179082</td>
<td><strong>Pierce</strong>. Amendment No. 2 to renew agreement with News Publishers' Press for printing of the college’s newspaper “the Roundup” for the Media Arts Department, increasing the total contract amount from $47,855 to $75,455 from July 1, 2014 to June 30, 2015, inclusive, for the third year of the agreement. <strong>Total additional cost</strong>: $27,600.</td>
</tr>
<tr>
<td>4500204753</td>
<td><strong>Southwest</strong>. Agreement with Viatron Systems, Inc. to implement a secure digital documents imaging and storage system in order to retrieve student documents during the period October 1, 2014 to June 30, 2015, inclusive. <strong>Total cost</strong>: $19,425.</td>
</tr>
<tr>
<td>4500182186</td>
<td><strong>Valley</strong>. Amendment No. 1 to renew agreement with Community Career Development dba Metro Worksource to provide training, assist with outreach, recruitment, case management, placement activities and enrollment of 225-300 participants into the Job Training Bio Tech/Manufacturing Tech Training Academy as required by the U.S. Department of Labor Employment &amp; Training Administration Agreement No. TC-23761-12-60-A-37 from October 1, 2014 to September 30, 2015, inclusive, for the third year of the agreement. <strong>No additional cost</strong>.</td>
</tr>
<tr>
<td>4500182187</td>
<td><strong>Valley</strong>. Amendment No. 1 to renew agreement with Southern California Biomedical Council to serve as a Consortium for Bioscience Credentials partner with the Job Training Program as required by the U.S. Department of Labor Employment &amp; Training Administration Agreement No. TC-23761-12-60-A-37; to organize an Advisory Board which will provide industry input on Bioscience certificates and credentials, guidance on the Bio Manufacturing sector and oversee grant deliverables; bring hiring opportunities in the form of participating employers, who may offer positions to individuals who successfully complete training provided by the grant during the Annual SoCalBio Workforce Summit and Job Fair; host</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
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<tr>
<td>4500191935</td>
<td>Valley. Amendment No. 1 to renew agreement with College Central Network, Inc. for license to use its web-based Career Office Management System for employers and students with 24/7 access to job postings and employment related information for the Career Technical Education Program from November 1, 2014 to June 30, 2015, inclusive, for the second year of the agreement. <strong>Total cost:</strong> $1,000.</td>
</tr>
<tr>
<td>4500195910</td>
<td>Valley. Amendment No. 1 to renew agreement with Praxair Distribution, Inc. for rental of cylinders and to provide oxygen and gases for the Health Science and Maintenance and Operations Departments, increasing the total contract amount from $4,500 to $10,490 from October 20, 2014 to October 19, 2015, inclusive, for the second year of the agreement. <strong>Total additional cost:</strong> $5,990.</td>
</tr>
<tr>
<td>4500204897</td>
<td>Valley. Agreement with E. Sarine Rudolph dba Problemsolvers to solicit advertisements for the college's newspaper, &quot;The Valley Star&quot; during the period July 1, 2014 to June 30, 2017, inclusive. <strong>Total cost:</strong> $7,500.</td>
</tr>
<tr>
<td>4500204896</td>
<td>Valley. Agreement with News Publishers' Press for printing of the college's newspaper &quot;Valley Star&quot; for the Media Arts Department during the period September 1, 2014 to August 31, 2017, inclusive. <strong>Total cost:</strong> $36,621.</td>
</tr>
<tr>
<td>4500151577</td>
<td>West. Amendment No. 4 to renew agreement with Ramona Munsell and Associates to provide grant consulting services for the TRIO-Student Support Services program, increasing the total contract amount from $32,757 to $40,988 from September 1, 2014 to August 31, 2015, inclusive, for the fifth year of the agreement. <strong>Total additional cost:</strong> $8,231.</td>
</tr>
<tr>
<td>4500166531</td>
<td>West. Amendment No. 3 to renew agreement with Ramona Munsell and Associates to provide grant consulting services for the TRIO-Talent Search program, increasing the total contract amount from $33,159 to $44,084 from September 1, 2014 to August 31, 2015, inclusive, for the fourth year of the agreement. <strong>Total additional cost:</strong> $10,925.</td>
</tr>
<tr>
<td>4500166532</td>
<td>West. Amendment No. 3 to renew agreement with Ramona Munsell and Associates to provide grant consulting services for the TRIO-Educational Opportunity Center program, increasing the total contract amount from $32,203 to $43,128 from September 1, 2014 to August 31, 2015, inclusive, for the fourth year of the agreement. <strong>Total additional cost:</strong> $10,925.</td>
</tr>
</tbody>
</table>
Los Angeles Community College District

Date: November 5, 2014

4500179868 West. Amendment No. 2 to renew agreement with Ramona Munsell and Associates to provide grant consulting services for the TRIO-Upward Bound II program, increasing the total contract amount from $23,128 to $35,003 from September 1, 2014 to August 31, 2015, inclusive, for the third year of the agreement. Total additional cost: $11,875.

4500179869 West. Amendment No. 2 to renew agreement with Ramona Munsell and Associates to provide grant consulting services for the TRIO-Upward Bound I program, increasing the total contract amount from $26,867 to $40,661 from September 1, 2014 to August 31, 2015, inclusive, for the third year of the agreement. Total additional cost: $13,794.

4500181140 West. Amendment No. 2 to renew agreement with Ramona Munsell and Associates to provide grant consulting services for the Upward Bound Math and Science programs, increasing the total contract amount from $64,760 to $98,010 from September 1, 2014 to August 31, 2015, inclusive, for the third year of the agreement. Total additional cost: $33,250.

4500204278 West. Agreement with Viatron Systems, Inc. to provide scanning and data conversion services for scanners used in the CalWORKs Department during the period July 1, 2014 to June 30, 2015, inclusive. Total cost: $14,704.

Total Cost of Section L: $333,963

L. SPECIAL GRANT FUNDED AGREEMENTS

4500171442 City. Amendment No. 3 to renew agreement with Los Angeles Unified School District for that agency to fund the Gear Up 4 LA to provide tutoring services, host campus visits, provide college preparation and financial literacy workshops, increasing the total contract amount from $296,148 to $386,148 from September 1, 2014 to August 31, 2015, inclusive, for the fourth year of the agreement. Total additional expense: $90,000.

4500180861 City. Amendment No. 2 to renew agreement with Yosemite Community College for that agency to fund the Child Development Training Consortium, increasing the total contract amount from $25,000 to $37,500 from September 1, 2014 to June 30, 2015, inclusive, for the third year of the agreement. Total additional expense: $12,500.

4500204821 City. Agreement with Chabot-Las Positas Community College District for that agency to provide resources and to issue stipends directly to the Program Director and mentors for the implementation of the
California Early Childhood Mentor Program during the period August 1, 2014 to July 31, 2015, inclusive. **No expense.**

4500192357 **East.** Amendment No. 1 to renew agreement with Yosemite Community College District for that agency to fund the Child Development Training Consortium Program for up to 50 participants, increasing the total contract amount from $10,000 to $20,000 from September 1, 2014 to August 31, 2015, inclusive, for the second year of the agreement. **Total additional expense: $10,000.**

4500203700 **Harbor.** Agreement with Chabot-Las Positas Community College District for that agency to provide resources and to issue stipends directly to the Program Director and mentors for the implementation of the California Early Childhood Mentor Program during the period August 1, 2014 to July 31, 2015, inclusive. **No expense.**

4500136623 **Mission.** Amendment No. 12 to renew agreement with California Community College Chancellor’s Office for that agency to fund the Foster and Kinship Care Education Program to provide 350 to 400 hours of training to licensed foster parents, to increase the total contract amount from $1,217,619 to $1,466,671 from July 1, 2014 to June 30, 2015, inclusive, for the sixth year of the agreement. **Total additional cost: $249,052.**

4500150809 **Mission.** Amendment No. 6 to extend agreement with the Community College Foundation for that agency to fund the Permanence and Safety – Model Approach to Partnerships in Parenting Program, to offer potential foster and adoptive parents training courses to follow their interest in becoming caregivers, increasing the total contract amount from $127,500 to $161,500 from August 1, 2014 to July 31, 2015, inclusive. **Total additional expense: $34,000.**

4500152193 **Mission.** Amendment No. 4 to renew agreement with Yosemite Community College District for that agency to fund the Child Development Consortium, Child Development Training Program, to conduct classes for approximately 150 students who are working towards their California Child Development permit and who are currently working in state and federally funded child development centers, private child development center, or family child care homes, increasing the total contract amount from $70,000 to $87,500, from July 1, 2014 to June 30, 2015, inclusive, for the fifth year of the agreement. **Total additional expense: $17,500.**

4500193141 **Mission.** Amendment No. 1 to renew agreement with Chabot-Las Positas Community College District for that agency to provide resources and to issue stipends directly to the Program Director and mentors for the implementation of the California Early Childhood Mentor Program from August 1, 2014 to July 31, 2015, inclusive, for the second year of the agreement. **No additional expense.**
Mission. Amendment No. 1 to renew agreement with Chabot – Las Positas Community College District to fund the Director Mentor Programs for the Child Development Department, increasing the total contract amount from $1,000 to $2,000 from August 1, 2014 to July 31, 2015, inclusive, for the second year of the agreement. Total additional expense: $1,000.

Pierce & Valley. Amendment No. 3 to renew agreement with the Regents of the University of California, Office of Contract and Grant Administration, for that agency’s funding of the Bridges-to-the-Baccalaureate Program that increases the number of underrepresented student minority transfers from Pierce and Valley Colleges to UCLA who pursue baccalaureate and advanced degrees in the biological and biomedical sciences under the collaborative direction of the Colleges’ Biology Department program directors, increasing the total contract amount for Los Angeles Valley College from $71,870 to $153,582, from July 1, 2014 to June 30, 2015, inclusive, for the fourth year of the agreement. Total additional expense: $81,712.

Southwest. Amendment No. 1 to renew agreement with the California Community Colleges Chancellor’s Office for that agency to fund the Foster and Kinship Care Education to provide 454 hours in parenting and specialized workshops for caregivers taking care of children placed in out-of-home care, increasing the total contract amount from $128,114 to $256,228 from July 1, 2014 to June 30, 2015, inclusive, for the second year of the agreement. Total expense: $128,114.

Southwest. Amendment No. 1 to renew 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, increasing the total contract amount from $217,971 to $447,971 from September 1, 2014 to August 31, 2015, inclusive, for the second year of the agreement. Total additional expense: $230,000.

Southwest. Agreement with the U. S. Department of Education for that agency to fund the Freshman Year Experience program to help increase retention and student success of their first year of college education during the period October 1, 2014 to September 30, 2016, inclusive. Total expense: $500,000.

Valle. Amendment No. 3 to renew agreement with Project Grad Los Angeles for that agency to fund the Math and Literacy Tutoring Program to approximately 1,000 low-income Middle and High School students, from October 14, 2014 to September 30, 2015, inclusive, for the fourth year of the agreement. No additional expense.

Total Expense of Section M: $1,353,878
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

4500200531 City. Amendment No. 1 to extend agreement with John J. Adams to conduct "Read All Day and Get Paid for It", "Write for Magazines & Web", "Screenwriting Warriors", and "Pitching Your Film/TV Project" classes previously approved by the Board for the Community Services Department, increasing the total contract amount from $1,200 to $2,400 from November 2, 2014 to December 6, 2014, inclusive. Total additional cost: $1,200.

4500200533 City. Amendment No. 1 to extend agreement with Double Tap Training Center to conduct "Security Guard Certification" classes previously approved by the Board for the Community Services Department, increasing the total contract amount from $2,550 to $4,250 from September 20, 2014 to December 6, 2014, inclusive. Total additional cost: $1,700.

4500200534 City. Amendment No. 2 to extend agreement with Mel Dangcil to provide singer's workshop classes previously approved by the Board for the Community Services Department, increasing the total contract amount from $1,600 to $3,200 from June 14, 2014 to December 6, 2014, inclusive. Total additional cost: $1,600.

4500200535 City. Amendment No. 1 to extend agreement with Kellie Nicholson dba Grandma Gillie's Greetings to conduct "The Business of Bartending" classes previously approved by the Board for the Community Services Department, increasing the total contract amount from $2,500 to $4,000 from September 20, 2014 to December 6, 2014, inclusive. Total additional cost: $1,500.

4500200537 City. Amendment No. 1 to extend agreement with Rounds, Miller and Associates to conduct "Build Your Business Website"; "Professional Speaking For Clueless", "Moneymaking Using Your Computer", "E-Publishing and Self-Publishing" and "How to Sell Your ideas & Inventions", "Become a Professional Organizer" and Virtual Trainings and Presentation" classes previously approved by the Board for the Community Services Department, increasing the total contract amount from $375 to $1,000 from September 20, 2014 to December 6, 2014, inclusive. Total additional cost: $625.

4500200788 City. Agreement with Samuel F. Rad to provide "Social Security Secrets" classes previously approved by the Board for the Community Services Department during the period June 28, 2014 to December 6, 2014, inclusive. Total cost: $1,750.
<table>
<thead>
<tr>
<th>Agreement ID</th>
<th>Business Services</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500201227</td>
<td>City.</td>
<td>Agreement with United Parcel Service to provide parcel pick up on an as needed basis during the period July 1, 2014 to June 30, 2015, inclusive. Total cost not to exceed: $2,000.</td>
<td></td>
</tr>
<tr>
<td>4500201663</td>
<td>City.</td>
<td>Agreement with Harland Technology Services to provide preventative maintenance and cleaning inspection services on scanner for ESL Assessment results during the period July 1, 2014 to June 30, 2015, inclusive. Total cost: $960.</td>
<td></td>
</tr>
<tr>
<td>4500201972</td>
<td>City.</td>
<td>Agreement with Zee Medical to replenish first aid supplies in the Sheriff’s department during the period July 1, 2014 to June 30, 2015, inclusive. Total cost: $1,400.</td>
<td></td>
</tr>
<tr>
<td>4500202420</td>
<td>City.</td>
<td>Agreement with Sharonda Barksdale to facilitate the Foster and Kinship Care Education training to foster parents and relative caregivers on topics to include: parental skills, child development, behavioral issues and specialized care during the period September 1, 2014 to June 30, 2015, inclusive. Total cost: $1,800.</td>
<td></td>
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<tr>
<td>4500203773</td>
<td>City.</td>
<td>Agreement with Subway Sandwich to provide catering services for the CalWORKs monthly LAC-5 workshop, as allowed by the CalWORKs Temporary Assistance for Needy Families Program (TANF) grant, during the period September 15, 2014 to June 30, 2015, inclusive. Total cost: $927.</td>
<td></td>
</tr>
<tr>
<td>4500203787</td>
<td>City.</td>
<td>Agreement with Jed Mills to provide “Improvisational Theater and Communication Techniques” classes previously approved by the Board for the Community Services Department during the period September 20, 2014 to December 6, 2014, inclusive. Total cost: $1,350.</td>
<td></td>
</tr>
<tr>
<td>4500204374</td>
<td>City.</td>
<td>Agreement with Corner Bakery Café to provide catering services for the CARE program participants as allowed by the EOPS-Care grant on October 3, 2014. Total cost: $363.</td>
<td></td>
</tr>
<tr>
<td>4500203734</td>
<td>East.</td>
<td>Agreement with Jasmine McLeod to provide workshops on Speech Forensics competitions for students during the period September 2, 2014 to June 7, 2015, inclusive. Total cost: $4,596.</td>
<td></td>
</tr>
<tr>
<td>4500203974</td>
<td>Educational Services Center.</td>
<td>Agreement with Heemanshu M. Bhagat to conduct a personal development training workshop during the CalWORKs Program Director’s Retreat, under the auspices of Office of Economic and Workforce Development, held on August 21, 2014. Total cost: $500.</td>
<td></td>
</tr>
<tr>
<td>4500204203</td>
<td>Educational Services Center.</td>
<td>Agreement with Sara Adler to serve as the Hearing Officer, under the auspices of Personnel Commission, on September 24, 2014. Total cost: $1,362.</td>
<td></td>
</tr>
<tr>
<td>Com. No. BSD1</td>
<td>Business Services</td>
<td>Date: November 5, 2014</td>
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<tr>
<td>4500201342</td>
<td>Harbor. Agreement with Leanne Krusemark to conduct “Seven Simple Ways to Financial Freedom”, “Beginner’s Guide to Getting Published”, “Cash in with a Successful Home-Based Business”, and “Make Money with a Typing/WP Business” classes previously approved by the Board for the Community Services Department during the period July 1, 2014 to June 30, 2015, inclusive. <strong>Total cost: $3,000.</strong></td>
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<tr>
<td>4500202281</td>
<td>Harbor. Agreement with Superior Cart Service to install replacement parts on Taylor-Dunn electric cart during the period July 23, 2014 to August 29, 2014, inclusive. <strong>Total cost: $1,315.</strong></td>
<td></td>
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<tr>
<td>4500202787</td>
<td>Harbor. Agreement with Republic Master Chefs to provide tablecloth and linen rental during the period November 5, 2013 to August 1, 2014, inclusive. <strong>Total cost: $1,282.</strong></td>
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<tr>
<td>4500203012</td>
<td>Harbor. Agreement with Hollis Erdmann to provide tuning services on pianos in the Music department during the period September 2, 2014 to September 30, 2014, inclusive. <strong>Total cost: $1,430.</strong></td>
<td></td>
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<tr>
<td>4500203433</td>
<td>Harbor. Agreement with Golden West Power Sweeping to provide power sweeping service at Sunday’s swap meet during the period July 1, 2014 to August 31, 2014, inclusive. <strong>Total cost: $1,080.</strong></td>
<td></td>
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</tr>
<tr>
<td>4500203750</td>
<td>Harbor. Agreement with Eddie’s Tire City to replace two tires on the forklift during the period September 16, 2014 to September 30, 2014, inclusive. <strong>Total cost: $468.</strong></td>
<td></td>
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</tr>
<tr>
<td>4500203903</td>
<td>Harbor. Agreement with Ryan’s Express Transportation, Inc. to provide bus transportation services for the Athletic Department’s intercollegiate competitions during the period September 20, 2014 to October 5, 2014, inclusive. <strong>Total cost: $4,800.</strong></td>
<td></td>
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<tr>
<td>4500203993</td>
<td>Harbor. Agreement with First Fire Systems to perform troubleshooting services on the fire alarm system at the Tech building during the period August 26, 2014 to September 15, 2014, inclusive. <strong>Total cost: $1,018.</strong></td>
<td></td>
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</tr>
<tr>
<td>4500204187</td>
<td>Harbor. Agreement with Carousel Industries, Inc. to provide programming services on the replacement Call Pilot hard drive and Application Builder in the I.T. Department on September 8, 2014. <strong>Total cost: $1,005.</strong></td>
<td></td>
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</tr>
<tr>
<td>4500204287</td>
<td>Harbor. Agreement with Stormwind, LLC to provide Microsoft online training for the Information Technology staff during the period July 31, 2014 to July 31, 2015, inclusive. <strong>Total cost: $3,980.</strong></td>
<td></td>
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</tr>
<tr>
<td>4500204307</td>
<td>Harbor. Agreement with Crawford Inland Compressor to repair the compressor in the Drafting department during the period September 10, 2014 to September 19, 2014, inclusive. <strong>Total cost: $329.</strong></td>
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</tr>
</tbody>
</table>
Mission. Agreement with Orkin Pest Control to provide integrated pest management services for the college during the period October 1, 2014 to September 30, 2015, inclusive. Total cost: $3,600.

Pierce. Agreement with Greg Elliott dba Bottom Scratcher Diving Charter for rental of a charter boat for a two full-day 11-hour cruises to conduct Biology 11A classes for the Life Science Department during the period September 28, 2014 to June 30, 2015, inclusive. Total cost: $4,600.


Pierce. Agreement with Canon Solutions America, Inc. for maintenance of a Canon IR2870 copier for the Administrative Services Department during the period August 1, 2014 to July 31, 2015, inclusive. Total cost: $719.

Pierce. Agreement with Sars Software Products, Inc. to assist the college for the migration of Sars software to a virtual server and to test its functionality for the Assessment Center during the period September 30, 2014 to December 31, 2014, inclusive. Total cost: $1,962.

Pierce. Agreement with Harland Technology Services Division of Scantron for maintenance of one Scantron 2260.29AF machine in the Assessment and Testing Center during the period September 1, 2014 to August 31, 2015, inclusive. Total cost: $1,185.

Pierce. Agreement with Mill Creek Equestrian Center to conduct "Introduction to Riding and Horsemanship" classes previously approved by the Board for Community Services Department during the period October 18, 2014 to November 15, 2014, inclusive. Total cost: $2,460.

Pierce. Agreement with Valley Jewish Community Center to conduct "Type 2 Diabetes Prevention Program" classes previously approved by the Board for the Community Services Department during the period January 8, 2015 to April 30, 2015, inclusive. Total cost: $780.

Pierce. Agreement with Helene Liatsos dba Home Office to conduct "Start Your Own Home-Based Business" class as previously approved by the Board for the Community Services Department on November 15, 2014. Total cost: $1,456.

Pierce. Agreement with Softchalk, LLC for license to use its Create software including updates, training, help desk and technical support
Pierce. Agreement with Palomar Community College to provide
Training’s Bureau – Online Course: Introduction to Online teaching
and Learning for Distance Education Program during the period April

Pierce. Agreement with Woodland Hills Country Club to provide
catering services for approximately 75-80 students, staff, Faculty and
Administrators to attend the Professional Development Event on
Student Success as allowed by the Student Success and Support
Program grant on August 21, 2014. Total cost: $1,500.

Trade-Technical. Agreement with Campus Tours, Inc. to provide
maintenance and hosting for the Interactive Map system used in the
Information Technology Department during the period July 1, 2014 to

Trade-Technical. Agreement with Mythics, Inc. to provide
maintenance and updates for the system used in the Information
Technology Department during the period December 1, 2014 to
November 30, 2015, inclusive. Total cost: $3,672.

Trade-Technical. Agreement with Ace Business Machines, Inc. to
provide maintenance for the Hedman Business Check Machine
located in the Fiscal Office during the period August 1, 2014 to July

Valley. Amendment No. 1 to agreement with Andy Gump, Inc. for
rental and maintenance of one Andy Gump Deluxe portable toilet
located at the Gold Creek Ecological Preserve, to increase the total
contract amount from $860 to $1,010 from September 12, 2013 to

Valley. Amendment No. 1 to agreement with First Student Charter
Bus to provide bus transportation services for high school
recruitment, to increase the total contract amount from $4,336 to
$4,532, on April 24, 2014. Total additional cost: $196.

Valley. Amendment No. 1 to agreement with Enterprise Commercial
Trucks for rental of cargo vans for the 2014 Monarch Summer Camp
participants’ trip to Zuma Beach, to increase the total contract
amount from $375 to $427 from July 16, 2014 to August 6, 2014,
inclusive. Total cost: $52.

Valley. Agreement with Capital Industrial Medical Supply Co., Inc.
dba Zee Medical Services to supply and re-stock first aid kit for the
Sheriff’s Office during the period August 1, 2014 to June 30, 2015,
inclusive. Total cost: $2,400.
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Agreement Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500204200</td>
<td>Valley. Agreement with All Air Compressor Mechanical Engineering, Inc. for maintenance of an Ingersoll Rand UP6-20 air compressor in the Maintenance and Operations Department during the period September 1, 2014 to August 31, 2015, inclusive. <strong>Total cost:</strong> $2,394.</td>
</tr>
<tr>
<td>4500204196</td>
<td>Valley. Agreement with Trina M. Lewis to conduct a workshop on the topic of wellness including healthy eating, exercise and meditation that provides stress relieving techniques for the Student Support Services Program participants on October 9, 2014. <strong>Total cost:</strong> $300.</td>
</tr>
<tr>
<td>4500204459</td>
<td>Valley. Agreement with Dawn Guest-Johnson to provide consulting services for development of pathways activities for the Career Technical Education – Transitions Program during the period September 2, 2014 to October 5, 2014, inclusive. <strong>Total cost:</strong> $250.</td>
</tr>
<tr>
<td>4500204541</td>
<td>Valley. Agreement with Digital Telecommunications to transfer and connect the switchboard console from the old Administration Building to its temporary location at the Campus Center for the Information Technology Department on August 13, 2014. <strong>Total cost:</strong> $195.</td>
</tr>
<tr>
<td>4500204714</td>
<td>Valley. Agreement with Erik Pulatian dba All Service Catering to provide lunches for Upward Bound Program Saturday Academies participants as allowed by the Upward Bound grant during the period September 1, 2014 to August 31, 2015, inclusive. <strong>Total cost:</strong> $2,500.</td>
</tr>
<tr>
<td>4500204716</td>
<td>Valley. Agreement with Tereso Gonzalez Galvan dba Tatis Diamond Tours to provide bus transportation services for Upward Bound participants’ cultural trips and visits to various colleges during the period September 1, 2014 to August 31, 2015, inclusive. <strong>Total cost:</strong> $2,000.</td>
</tr>
<tr>
<td>4500204030</td>
<td>West. Agreement with Christina Auer-Arriaga to provide competency workshops for parents involved in the Foster Care and Kinship Program during the period September 1, 2014 to June 30, 2015, inclusive. <strong>Total cost:</strong> $1,400.</td>
</tr>
<tr>
<td>4500204039</td>
<td>West. Agreement with John Pacheco to provide prospective parent workshops for the Foster Care and Kinship Program during the period August 9, 2014 to June 30, 2015, inclusive. <strong>Total cost:</strong> $1,750.</td>
</tr>
<tr>
<td>4500204040</td>
<td>West. Agreement with Manuel Aubrey to provide parenting skills workshops for the Foster Care and Kinship Program during the period August 9, 2014 to June 30, 2015, inclusive. <strong>Total cost:</strong> $2,000.</td>
</tr>
<tr>
<td>4500204041</td>
<td>West. Agreement with Theresa Reed to provide parenting workshops for the Foster Care and Kinship Program during the period August 9, 2014 to June 30, 2015, inclusive. <strong>Total cost:</strong> $3,500.</td>
</tr>
</tbody>
</table>
4500204042 West. Agreement with Tawanna Smith to provide parenting workshops for the Foster Care and Kinship Program during the period August 9, 2014 to June 30, 2015, inclusive. Total cost: $2,000.

4500204298 West. Agreement with Gayle Gordon to provide educational workshops for the Foster Care and Kinship Program during the period August 9, 2014 to December 31, 2014, inclusive. Total cost: $600.

4500204299 West. Agreement with Sandra Smith to provide prospective parents workshops for the Foster Care and Kinship Program during the period August 9, 2014 to December 31, 2014, inclusive. Total cost: $1,750.

Total Cost of Section N: $103,865

N. SETTLEMENT AGREEMENT

14-126 Ratify settlement agreement for paid leave through December 2014 in exchange for a resignation, waiver of all claims and promise not to seek reemployment.
Subject: BUSINESS SERVICES ROUTINE REPORT

I. AUTHORIZE SERVICE AGREEMENTS

A. Authorize Amendment No. 2 to Agreement No. 4500178166 with Etudes, Inc. to provide Level 4 services for its Etudes-NG (Next Generation) software system, including hosting, backup services, system administration, live and development site installations, account management, faculty support, routine roster importation and membership services for up to 6,500 enrollments at Los Angeles Southwest College, from July 1, 2014 to June 30, 2015, inclusive, increasing the total contract amount from $57,572 to $100,172, at a total additional cost of $42,600.

Background: This agreement was authorized by the Board of Trustees on November 7, 2012 (Com No. BSD1). This amendment will provide the college with the required services to provide the student participants enrolled in the online courses. Funding is through the College Distance Learning General fund.

B. Authorize Amendment No. 2 to renew Agreement No. 4500181205 with International Students Placements, Inc. to provide for the recruitment marketing and strategizing outreach services for East Los Angeles College from July 1, 2014 to June 30, 2015, inclusive, exercising the District’s option to renew for the third year of the agreement. The calculation for payment is as follows: a one-time payment of $750 per student payable upon the culmination of 24 registered semester units with a goal of 200 registered students over a five year term.

Background: This agreement was authorized by the Board of Trustees on December 5, 2012 (Com. No. BSD2) for an initial one year term with options to renew for four successive terms to provide the college with students from other countries to transfer and attend college years at East Los Angeles College. Payment is contingent upon the students fulfilling the F-1 visa requirements and enrolling in a minimum of 24 semester units. Funding is through the College’s General fund.
C. Authorize agreement with Cornerstone OnDemand to provide an automated internet based employment application system for the Human Resources Division from November 6, 2014 to November 5, 2017, inclusive at a total cost of $85,250.

Background: This agreement is being awarded pursuant to the result of a Request for Proposals (RFP) process. The Notice Inviting Proposals was published for two weeks and posted on the District’s website. Six proposals were received. A Selection Committee composed of eight District personnel including two Vice-Presidents of Administration, the Chief Information Officer, and other District staff persons. The total cost for this contract includes the implementation costs as well as the $16,750 per year license fee and the District has the option to renew this contract for two (2) successive one (1) year terms at the rate of $16,750 per year. This procurement conducted with the Request for Proposals process will lead to a realized savings of $105,070 (47%) over five years when compared to the previous vendor for a product which the evaluators rated higher in terms of quality and fit for the District. Funding is from the Human Resources General fund.

II. AUTHORIZE USE PERMIT OF DISTRICT FACILITIES

Authorize a permit for use with the University of Southern California (USC) for use of designated area(s) at City College, East Los Angeles College, Harbor College, Mission College, Pierce College, Southwest College, Trade Tech College, Valley College and West Los Angeles College during the period November 15, 2014 to February 15, 2015, inclusive. USC will provide in-kind services to the colleges by providing outreach and education about Covered California to their students on campus. In addition, USC will create employment opportunities for students to participate in this outreach program.

Background: LACCD and USC will partner to provide outreach and education about Covered California through the USC Navigator grant for Health Outreach through Mobile Education (HOME) Project to LACCD students at the nine colleges. Under this grant, USC proposed to hire forty LACCD students and will have as one of its goals the enrollment of at least 700 LACCD community college students.

III. AUTHORIZE LEASE OF DISTRICT FACILITIES

Authorize a lease agreement with RSA Cuisine LLC for use of 144 square feet in a stand-alone kiosk at Los Angeles Valley College located at 5800 Fulton Avenue Valley Glen, CA 91401. The lease agreement shall be during the term of November 6, 2014 through June 30, 2014 at a rental rate of $1,100 per month. Total rental income for the lease term is $8,800.

Background: The area to be leased is a stand-alone kiosk. This agreement is being issued pursuant to California Education Code section 81378.1, which allows for the letting of the lease for a period of more than five days but less
than five years. This Code provides for this lease to be made without the need to acquire formal or informal bids or proposals. In addition, the Code requires public notice of the intent to take this action and was advertised once a week for three (3) consecutive weeks prior to the board action. In reviewing comparison locations in the area, the college arrived at the fair market value of the location to be leased by comparison with sister colleges. Rent to be provided for this lease is at $1,100 per month. Total rental income for the lease term is $8,800.

IV. AUTHORIZE AMENDMENT TO LEASE OF DISTRICT FACILITIES

Authorize Amendment No. 1 with LRW Investment Company to exercise the option in the lease to expand the property located at 9700 Sepulveda Boulevard, Los Angeles, California from 2.38 acres to 3.67 acres to be used exclusively for up to 136 surface parking spaces. In consideration for exercising the option to expand the leased premises, LRW Investment Company will provide at their parking structure under construction at 990 W. 8th Street, Los Angeles, California, 105 monthly unreserved parking spaces and 150 daily visitor vouchers each week for the term. LRW Investment Company will also provide a shuttle from their parking structure on weekdays to the Educational Service Center at no cost to the District.

Background: The original agreement was bid pursuant to California Education Code 81366. The original Request for Bid documents and the executed Ground Lease Agreement allow the Lessee and the District to enter into an amendment to the lease to add additional property to the lease. The lease amendment will add 1.29 acres to the existing 2.38 acre lease. The effective dates of the ground lease term are February 11, 2005 through February 11, 2025. Under the lease, the District has the option to renew the agreement for an additional twenty year term at the end of the lease. The total annual cost savings for “offsite” downtown parking is approximately $174,000 per year as a result of parking spaces provided in exchange for additional rent on the increased rental space.

V. RATIFY SERVICE AGREEMENT

Agreement with Center for Powerful Public Schools to provide support services to Los Angeles Trade-Technical College as specified in the Secondary to Postsecondary Pathways to Academic Career and Transfer Success (S2P PACTS) grant to develop an innovative model of seamless secondary/post-secondary programs of study within a health sciences career pathway for students during the period May 1, 2014 to December 31, 2014 inclusive at a total cost of $139,500.

Background: The Secondary to Postsecondary Pathways to Academic Career and Transfer Success (S2P PACTS) grant specified the Center for Powerful Public Schools as the vendor to assist Los Angeles Trade-Technical College with the development of competency–based programs of study for students seeking careers in the health sciences field utilizing a Linked Learning study model framework.
VI. RATIFY WORK-BASED INTERNSHIP TRAINING AGREEMENTS

Ratify agreements with the following organizations as part of the specially funded H-1B Technical Skills Training Grant program being conducted through Los Angeles Southwest College under the auspices of the United States Department of Labor during the period October 1, 2014 to March 31, 2016, inclusive, at a total combined cost of $299,200.

1. Agreement with P2S Engineering, Inc. to provide work based training for five unemployed entry-level engineers and ten unemployed experienced level engineers, at a total cost of $154,000.

2. Agreement with USS Cal Builders to provide work based training for six unemployed entry-level engineers and six unemployed experienced level engineers, at a total cost of $112,800.

3. Agreement with The Conservtech Group to provide work based training for two unemployed entry-level engineers and one unemployed experienced level engineers, at a total cost of $25,600.

4. Agreement with Trams International to provide work based training for one unemployed entry-level engineers, at a total cost of $6,800.

Background: The H-1B Technical Skills Training Grant will provide education, training and job placement assistance related to high-growth fields in which employers are currently using the H-1B nonimmigrant visa program to hire foreign workers. More than $183 million in grants to 43 public-private partnerships serving 28 states has been designated to provide on-the-job training, allowing participants to learn new skills while earning a regular paycheck. The grants also represent significant investments in fields such as information technology, advanced manufacturing and health care.

Participants complete 400 hours of work-based training. Unemployed entry-level engineers are paid $17 an hour and unemployed experienced engineers are paid $30 an hour. The grant is funded through fees paid by employers to bring foreign workers into the United States under the H-1B program. They are intended to raise the technical skill levels of American workers and, over time, help businesses reduce their need to use the H-1B program.

VII. RATIFY LEASE OF DISTRICT FACILITIES

Ratify a lease agreement with Los Angeles Unified School District (LAUSD) for use of 6226 square feet of instructional space in Sage Hall at Los Angeles Trade-Tech College located at 400 W. Washington Boulevard, Los Angeles, California 90015. The lease agreement shall be during the term of July 1, 2014 through June 30, 2019 at a rental rate of $149,984.34 per year. Total rental income for the lease term is $749,921.70.
Background: The area to be leased is 6226 square feet of instructional space in Sage Hall – SA337, SA340, SA340A-B, SA350, SA351-354. This agreement is being issued pursuant to California Education Code section 81378.1, which allows for the letting of the lease for a period of more than five days but less than five years. This Code provides for this lease to be made without the need to acquire formal or informal bids or proposals. In addition, the Code requires public notice of the intent to take this action and was advertised once a week for three (3) consecutive weeks prior to the board action. In reviewing comparison locations in the area, the college arrived at the fair market value of the location to be leased by negotiated agreement. The Early College Academy through LAUSD serves as a feeder program to Los Angeles Trade-Tech College. Students are exposed to a college atmosphere while still attending high school and many are concurrently enrolled in Los Angeles Trade-Tech College courses. These same students, as well as others in the program, continue at Los Angeles Trade-Tech College following graduation from high school. Rent to be provided for this lease is $149,984.34 per year. Total rental income for the lease term is $749,921.70.

VIII. RATIFY MEMBERSHIP AGREEMENT

Ratify agreement with Achieving the Dream to provide Leadership Coaching Services (3 teams), Data Coaching Services (3 teams), Data Tools and Analysis, 2015 DREAM (18 registrations) with all services to be shared across 9 campuses under the auspices of Office of Educational Programs and Institutional Effectiveness from July 1, 2014 to June 30, 2015, inclusive at a total cost of $90,000.

Background: $90,000 covers the yearly membership fee for the nine colleges for the 2014-2015 fiscal year and was an expense authorized by the Board of Trustees on April 23, 2014 (Com. No. BF2) as part of the accreditation planning activities. Funding is from the Student Success Initiatives fund.
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 PROFESSIONAL SERVICES AGREEMENT

Authorize an agreement with Moran Technology Consulting, Inc. to provide a quality assurance review of the Student Information Systems (SIS) upgrade project District-wide.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS

A. Authorize Amendment No. 2 to Agreement No. 33629 with P2S Engineering, Inc. to provide additional programming and construction administration services for the Roadway, Walkway, Grounds, and Parking Lot (RWGPL) – Central Plant Phase II project at Los Angeles City College.

B. Authorize Amendment No. 4 to Agreement No. 33378 with Peter M. Mitsakos & Associates Architects, Inc., d/b/a West Edge Architects to provide continued design services for the Temporary Facilities - K6 (EOP&S) Relocation project at East Los Angeles College.

C. Authorize Amendment No. 5 to Agreement No. 50221 with P2S Engineering, Inc. to provide continued civil, mechanical, electrical, plumbing, telecommunication and data engineering services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Director at East Los Angeles College.

D. Authorize Amendment No. 6 to Agreement No. 33417 with Steven Fader Architects to provide continued design services for the SLE - South of Mall – Classroom Modernization/Technology/Low Voltage project at Pierce College.

E. Authorize actions for Amendment No. 1 to Agreement No. 33537 with FSY Architects, Inc. to provide bid package development and continued construction administration services for the Performing Arts Building Improvements project at Pierce College.

F. Authorize Amendment No. 1 to Agreement No. 33705 with Bergman Dacey Goldsmith, A Professional Law Corporation to affirm the terms, conditions, and

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By: Date

Eng Santiago
Field Svonkin
Moreno Veres
Pearlman Jackson

Student Trustee Advisory Vote

Date 11.05.14
provisions of the "Request For Proposals (RFP) – Lead Construction Counsel – RFP DW – 024" are incorporated as part of the Agreement.

III. RATIFY AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Ratify Amendment No. 1 to Agreement No. 33704 with GovPlace, Inc. to provide continued Information Technology Planning and Implementation services for the Global Address List (GAL) project District-wide.

IV. AUTHORIZE SERVICES AGREEMENT

Authorize a Service Agreement with Universal Reproductions, Inc. d/b/a Universal Reprographics, Inc to provide plan room and printing services for construction related reprographics services.

V. RATIFY AMENDMENT TO SERVICE AGREEMENT

Authorize actions for Amendment No. 1 to Service Agreement No. 33418 with Tule Peak Timber to provided continued wood material storage services for the Media and Performing Arts Center project at Los Angeles Valley College.

VI. AUTHORIZE CONSTRUCTION CONTRACTS

A. Authorize a contract with Masters Contracting Corporation to provide general construction services for the Roadway, Walkway, Grounds, Parking Lot (RWGPL)-Red Line Pedestrian Corridor project at Los Angeles City College.
B. Authorize a contract with Climatec, LLC to provide general construction services for the Pneumatic to Digital Direct Controls project at East Los Angeles College.
C. Authorize a contract with Acco Engineered Systems Inc. to provide general construction services for the Tech Ed EMS Upgrade and Central Plant Tie In project at Los Angeles Southwest College.
D. Authorize a contract with South Coast Mechanical to provide general construction services for the Field House Roof A/C Units project 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: Unilateral Change Order Nos. 36 and 37 to Contract No. 33357-1 with Liberty Mutual Insurance Company; Change Order No. 2 to Contract No. 33351 with Western Group, Inc.; Change Order No. 2 with Contract No. 33302 with National Sign & Marketing; and, Change Order No. 13 to Contract No. 33009 with Suffolk Construction Company, Inc.

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

Ratify Change Order No. 1 to Contract No. 33758 with Rafael 26 Construction, Inc.
IX. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS

A. Authorize Acceptance of Completion of Contract No. 33758 with Rafael 26 Construction, Inc. to provide general construction services for the Jefferson Hall Modernization - ADA Concrete Flatwork project at Los Angeles City College.

B. Authorize Acceptance of Completion of Contract No. 4500200770 with Chapman Coast Roof Company, Inc. to provide general construction services for the Repair Arcade Main Entrance Roof project at Los Angeles Valley College.

X. AUTHORIZE AMENDMENTS TO LEASE AGREEMENTS

A. Authorize Amendment No. 3 to Agreement No. 32616 with M/Space Holdings for 12 months for eight (8) 12' x 48' modular buildings and two (2) 14' x 48' modular units to be used by the College Project Team (CPT) for the CPM Facilities FF&E project at Pierce College.

B. Authorize Amendment No. 4 to Agreement No. 32450 with McGrath Rent Corp. d/b/a Mobile Modular Management Corporation to extend the lease agreement for the College Project Team (CPT) trailer for twelve additional months at Los Angeles Southwest College.

XI. AUTHORIZE AMENDMENTS TO DESIGN-BUILD AGREEMENTS

A. Authorize Amendment No. 4 to Design-Build Agreement No. 33741 with Harper Construction Company, Inc. for additional Design-Build services for the Holmes Hall Modernization project at Los Angeles City College.

B. Authorize actions for Amendment No. 1 to Design-Build Agreement No. 33801 with Harper Construction Company for additional Design-Build services for the Science Career & Mathematics Complex project at East Los Angeles College.

C. Authorize actions for Amendment No. 1 to Design-Build Agreement No. 33785 with Davis Reed Construction, Inc. for additional Design-Build services for the Old Administration Modernization project and Campus-Wide ADA Transition and Access Compliance project at Los Angeles Harbor College.

D. Authorize Amendment No. 12 to Agreement No. 32144 with McCarthy Building Companies, Inc. to reduce the scope of the Design-Build services for the Facilities Maintenance Operation structure of the North Parking Garage/Facilities Maintenance Operation project at West Los Angeles College.

XII. RATIFY AMENDMENTS TO DESIGN-BUILD AGREEMENTS

A. Ratify Amendment No. 16 to Agreement No. 32881 with Harper Construction Company, Inc. for additional Design-Build services for the School of Career & Technical Education project at Los Angeles Southwest College.

B. Ratify Amendment No. 26 to Agreement No. 33063 with Hensel Phelps Construction Co. for additional Design-Build services for the School of Math & Sciences and Fitness and Wellness Center projects at Los Angeles Southwest College.

XIII. AUTHORIZE PURCHASE ORDER

Pursuant to Public Contract Code 20653, a) find it is in the best interest of the District to procure under the authority of the California Multiple Award Schedule (CMAS)/SIGMAnet
Contract No. 31-11-70-2486, and b) authorize the purchase of Cisco Systems hardware for the Campus Student Center Bookstore project at East Los Angeles College.

XIV. **RATIFY FACILITIES USE AGREEMENT FOR THE DISTRICT AND RENTAL AGREEMENT**

Ratify a Facilities Use Agreement with the City of Los Angeles, Department of Recreation and Parks – Hjelte Sports Complex and payment from Bond proceeds for the rental of a baseball field for the Athletic Training Facility project at Los Angeles Valley College.

XV. **AUTHORIZE PURCHASE OF BUILDING PROGRAM INSURANCE COVERAGE**

Authorize the purchase of Owner’s Protective Professional Indemnity Insurance with Catlin Insurance Company, Inc. in support of the activities of the Bond-funded Building Program of the Los Angeles Community College District.

XVI. **RATIFY PURCHASE OF BUILDER’S RISK INSURANCE COVERAGE**

Ratify the purchase of a Builder’s Risk Insurance Policy with Catlin Insurance Company, Inc. for coverage of the Media Arts Building project at Los Angeles Mission College.

XVII. **ADOPT A TITLE VI PLAN**

Adopt a Title VI Plan as required by the federally-funded transit grant from the Los Angeles County Metropolitan Transit Authority (LACMTA).

XVIII. **ADOPT FINDING OF BIDDING IMPRACTICABILITY AND AUTHORIZE AN AWARD OF CONTRACT**

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 Best Contracting Services to repair a portion of the clay tile roofing and underlayment of the Administrative Services building located at Los Angeles Mission College.

XIX. **AUTHORIZE PAYMENT OF RECOVERED WAGES AND PENALTIES BY PROGRAM MANAGER**

Authorize the Bond Program Manager to make payments to certain public agencies and disbursements to the District related to California Labor Code and prevailing wage non-compliance by certain contractors including direct disbursement of wages due to workers from contract funds withheld pursuant to the California Department of Industrial Relations approved “Notices of Withholding of Contract Payments.”
Subject: AUTHORIZE MASTER PROCUREMENT AGREEMENT

Passive Radio Frequency Identification (RFID) Asset Management Tags

Authorize Master Procurement Agreements for the entire catalog, with Quake Global, Inc. for passive radio frequency identification (RFID) asset management tags for use District-wide for a period of three (3) years, from start date of November 6, 2014 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>Flat, Metal Surface, Adhesive Attached Passive RFID Tags</td>
<td>$1.59</td>
</tr>
<tr>
<td>2</td>
<td>On-Metal Surface, Adhesive Attached or Magnetic</td>
<td>$2.57</td>
</tr>
<tr>
<td>3</td>
<td>Metal-Mount, Low Profile Durable Passive RFID Tags</td>
<td>$3.38</td>
</tr>
<tr>
<td>4</td>
<td>Compact, Metal Surface, Adhesive Attached Passive RFID Tags</td>
<td>$3.20</td>
</tr>
<tr>
<td>5</td>
<td>Non-Metal Surface, Adhesive Attached Passive RFID Tags</td>
<td>$3.10</td>
</tr>
<tr>
<td>6</td>
<td>General Surface, Low Profile, Adhesive Attached Passive RFID Tags</td>
<td>$8.35</td>
</tr>
<tr>
<td>7</td>
<td>General Surface, Hard Tag, Mechanical Fasteners or Adhesive Attached Passive RFID Tags</td>
<td>$13.16</td>
</tr>
<tr>
<td>8</td>
<td>Plastic Surface, Adhesive Attached Passive UHF RFID Special Labels</td>
<td>$1.03</td>
</tr>
<tr>
<td>9</td>
<td>Non-Metallic Surface, Adhesive Attached Passive UHF RFID Special Labels</td>
<td>$0.77</td>
</tr>
<tr>
<td>10</td>
<td>General Surface, UHF Inlay Labels, Adhesive Attached Passive RFID Labels</td>
<td>$0.28</td>
</tr>
</tbody>
</table>

Background

This proposed Agreement is identified for award at the not to exceed amount of $2,000,000 to two (2) vendors because it is a Catalogue Agreement.

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Francisco C. Rodriguez, Chancellor
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 was one (1) bidder and the awardee is:

- QUAKE GLOBAL, INC.

The award is for ten (10) items.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for the Asset Management project and is available for use District-wide. District-wide Passive Radio Frequency Identification (RFID) Asset Management Tags #FE-0169-14-D. 40J.SJ88.05, Asset Management. All Phases.
SUBJECT: PERSONNEL SERVICES ROUTINE ACTIONS

<table>
<thead>
<tr>
<th>Service Type</th>
<th>This Report</th>
<th>(07-01-14 to Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Academic Service:</td>
<td>430</td>
<td>1970</td>
</tr>
<tr>
<td>(Faculty, Academic Administration, Academic Supervisors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Classified Service:</td>
<td>132</td>
<td>487</td>
</tr>
<tr>
<td>(Clerical, technical supervisors, maintenance &amp; operations, trades, classified managers, confidential)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Unclassified Service:</td>
<td>1625</td>
<td>6768</td>
</tr>
<tr>
<td>(Student workers, professional experts, community services staff, community recreation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td>2187</td>
<td>9225</td>
</tr>
</tbody>
</table>


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.

Albert J. Roman
Vice Chancellor
Human Resources

Karen Martin
Personnel Director
Personnel Commission

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Francisco C. Rodriguez, 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>Course</th>
<th>Title, Units and College</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>KIN 328</td>
<td>Bicycle Spinning Activity (1 Unit) CITY</td>
<td>CSU</td>
</tr>
<tr>
<td>ASTRON 017</td>
<td>Astrophysics (3 Units) EAST</td>
<td>CSU</td>
</tr>
<tr>
<td>CAOT 153</td>
<td>Social Media (3 Units) EAST</td>
<td>CSU</td>
</tr>
<tr>
<td>COMM 107</td>
<td>Speech Forensics – Individual Events (3 Units) EAST</td>
<td>CSU</td>
</tr>
<tr>
<td>DIGLMD 104</td>
<td>Digital Media Entrepreneurship (3 Units) TRADE</td>
<td>CSU</td>
</tr>
<tr>
<td>DIGLMD 106</td>
<td>Essentials for Live Audio (3 Units) TRADE</td>
<td>CSU</td>
</tr>
<tr>
<td>DIGLMD 107</td>
<td>Digital Audio Studio Recording (3 Units) TRADE</td>
<td>CSU</td>
</tr>
<tr>
<td>DIGLMD 116</td>
<td>Introduction to Web Page Design (3 Units) TRADE</td>
<td>CSU</td>
</tr>
</tbody>
</table>

Recommended by:  
Donald Gauthier, President, DAS  
Bobbi Kimble, Interim Vice Chancellor  
Adriana D. Barrera, Deputy Chancellor  
Francisco C. Rodríquez, Chancellor
### APPROVE NEW COURSES (continued)

<table>
<thead>
<tr>
<th>Course</th>
<th>Title, Units and College</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIGLMD</td>
<td>Intermediate Web Page Design (3 Units) TRADE</td>
<td>CSU</td>
</tr>
<tr>
<td>DIGLMD</td>
<td>Image Manipulation for Multimedia (3 Units) TRADE</td>
<td>CSU</td>
</tr>
<tr>
<td>DANCETQ</td>
<td>Conditioning for Dance III (1 Unit) VALLEY</td>
<td>CSU</td>
</tr>
<tr>
<td>DANCETQ</td>
<td>Conditioning for Dance IV (1 Unit) VALLEY</td>
<td>CSU</td>
</tr>
<tr>
<td>KIN</td>
<td>Tennis IV (1 Unit) VALLEY</td>
<td>CSU</td>
</tr>
<tr>
<td>KIN</td>
<td>Basketball IV (1 Unit) VALLEY</td>
<td>CSU</td>
</tr>
</tbody>
</table>

### 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>
<thead>
<tr>
<th>Course</th>
<th>Title, Units and College</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOURNAL</td>
<td>Practical Editing IV (3 Units) CITY</td>
<td>CSU</td>
</tr>
<tr>
<td>JAPAN</td>
<td>Japanese Civilization (3 Units) EAST</td>
<td>CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>Music Theory I (3 Units) PIERCE</td>
<td>UC/CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>Music Theory II (3 Units) PIERCE</td>
<td>UC/CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>Music Theory III (3 Units) PIERCE</td>
<td>UC/CSU</td>
</tr>
</tbody>
</table>
### RATIFY ADDITIONS TO EXISTING CREDIT COURSES (continued)

<table>
<thead>
<tr>
<th>Course</th>
<th>Title, Units and College</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUSIC</td>
<td>216-4 Music Theory IV (3 Units) PIERCE</td>
<td>UC/CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>250-3 Music Performance Workshop III (1 Unit) PIERCE</td>
<td>CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>250-4 Music Performance Workshop IV (1 Unit) PIERCE</td>
<td>CSU</td>
</tr>
<tr>
<td>POL SCI</td>
<td>005 The History of Western Political Thought (3 Units) SOUTHWEST</td>
<td>CSU</td>
</tr>
<tr>
<td>POL SCI</td>
<td>050 Introduction to Research in Political Science (3 Units) SOUTHWEST</td>
<td>UC/CSU</td>
</tr>
<tr>
<td>THEATER</td>
<td>310 Introduction to Theatrical Lighting (3 Units) SOUTHWEST</td>
<td>CSU</td>
</tr>
<tr>
<td>THEATER</td>
<td>315 Introduction to Theatrical Scenic Design (3 Units) SOUTHWEST</td>
<td>CSU</td>
</tr>
<tr>
<td>THEATER</td>
<td>405 Costume Design (3 Units) SOUTHWEST</td>
<td>CSU</td>
</tr>
<tr>
<td>KIN</td>
<td>326-2 Aerobic Super Circuit Laboratory II (1 Unit) VALLEY</td>
<td>NT</td>
</tr>
<tr>
<td>DANCEST</td>
<td>301 Choreography I (1 Unit) WEST</td>
<td>UC/CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>441 Song Repertoire (2 Units) WEST</td>
<td>UC/CSU</td>
</tr>
</tbody>
</table>
III. APPROVAL OF NEW EDUCATIONAL PROGRAMS

Los Angeles Mission College

A. Certificate in Professional Baking and Patisserie – (28 Units)

B. Certificate in Restaurant Management – (42 Units)

East Los Angeles College

A. Associate in Arts in Theatre Arts for Transfer Degree – A.A.-T. (60 Units)

Los Angeles Pierce College

A. Associate in Arts in Anthropology for Transfer Degree – A.A.-T. (60 Units)
Subject: APPROVE NEW COMMUNITY SERVICES OFFERINGS

Approve the following new Community Services course offerings as submitted by Los Angeles Pierce College and Los Angeles Valley College for use in the Los Angeles Community College District, as listed in Attachment 1.

Recommended by: Bobbi Kimble, Interim Vice Chancellor

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ____________
# Los Angeles Pierce College

## VOCATIONAL

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Using the 1031 Exchange: Protecting your Profits when Selling Real Estate Property</td>
<td>Students in this class will learn about IRS section 1031 and how it can benefit them when dealing with their investment properties.</td>
</tr>
<tr>
<td>Medical Front Office</td>
<td>Students in this class will learn the basics of working in a medical front office including appointment scheduling, telephone skills, medical benefit terms and plans, insurance benefit eligibility verification, medical terminology, and patient check-in and departure skills.</td>
</tr>
<tr>
<td>Start a Medical Billing Service</td>
<td>Students in this class will learn how to obtain clients, set fees, market services, where to obtain HIPPA compliant software, how to bill organizations, and how to obtain updates from insurance companies. Students will also learn about sole proprietorship, partnerships, corporations and LLC’s.</td>
</tr>
<tr>
<td>The Business of Photography</td>
<td>Students in this class will learn practical information about the business of photography including the marketplace for editorial, nonprofit and corporate photography, client development, agency representation and general business practices.</td>
</tr>
</tbody>
</table>

## GENERAL EDUCATION

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Ukulele</td>
<td>Students in this class will learn fundamental skills of ukulele playing including rhythm, strumming patterns and fingerpicking.</td>
</tr>
<tr>
<td>Introduction to Traditional Persian Music</td>
<td>Students in this class will learn about the background and history of specific Persian instruments, famous masters of Persian music, and how to play the Santoor, Tombak, Tar or Setar.</td>
</tr>
<tr>
<td>COURSE NAME</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Beginning Mosaic Portraiture</td>
<td>Students in this class will learn how to create a realistic mosaic portrait using stained glass and millefiori glass from design to grouting.</td>
</tr>
<tr>
<td>Felting</td>
<td>Students in this class will learn several types of felting techniques including pre-felting, needle felting and nuno felting.</td>
</tr>
<tr>
<td>Photo Safari at the Zoo</td>
<td>Students in this “hands-on” class will learn about techniques and tools used to photograph animals including timing, close-ups, telephoto lenses, tripods and monopods.</td>
</tr>
<tr>
<td>Kindergarten Basics</td>
<td>In this “Kids on Campus” class, children are introduced to basic concepts through art such as number, color, shape and letter recognition.</td>
</tr>
<tr>
<td>Through Art – Children</td>
<td>In this “Kids on Campus” class, children will gain horseback riding experience with a focus on fun and safety.</td>
</tr>
<tr>
<td>Location Lighting Foundations</td>
<td>Students in this class will learn how to modify existing lighting conditions indoors and outdoors with diffusers, reflectors, and flash.</td>
</tr>
<tr>
<td>Introduction to Riding</td>
<td>Students in this “hands-on” class will learn about photographing ocean life through water, time exposure and freezing movement using a normal lens.</td>
</tr>
<tr>
<td>and Horsemanship – Children</td>
<td>In this “Kids on Campus” class, children will learn how to design and build toys which will be printed using a 3-D printer.</td>
</tr>
<tr>
<td>Photographing Tide Pools</td>
<td>In this “Kids on Campus” class, children will learn how to design and build toys which will be printed using a 3-D printer.</td>
</tr>
<tr>
<td>Health</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
</tr>
<tr>
<td>Mat Pilates</td>
<td>Students in this class will learn beginner-level Pilates mat postures, poses and exercises that will assist with improving core and overall strength, posture, balance and stability.</td>
</tr>
<tr>
<td>Tiny Pros Soccer</td>
<td>In this “Kids on Campus” class, children will learn pre-soccer basics, including how to run, jump and kick.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Homemaking</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction to Sustainable Gardening</td>
<td>Students in this class will learn how to design and grow their home garden into a sustainable ecosystem.</td>
</tr>
<tr>
<td>Indian/Pakistani Cooking</td>
<td>Students in this class will learn a simplified version of Indian and Pakistani cooking.</td>
</tr>
<tr>
<td>Estate Planning for Everyone</td>
<td>Students in this class will learn how to preserve and manage assets, legal arrangements needed to carry out transfers of assets to loved ones, and how to properly give and receive inheritances. Family businesses, wills, trusts and probate will also be discussed.</td>
</tr>
<tr>
<td>The Patient Protection – Affordable Care Act – (Obama Care)</td>
<td>Students in this class will learn about the new Patient Protection – Affordable Care Act and how the laws will impact them. General aspects of Medicare will also be discussed.</td>
</tr>
<tr>
<td>Investing in Alternative Investments and How it Compliments Stocks, Bonds and Mutual Funds Portfolios</td>
<td>Students in this class will learn how to increase yield on their portfolios within their holdings of stocks, bonds, mutual funds and other investments. Students also learn the IRS code 1031 exchange for tax deferral on real estate holdings and how to put real estate and alternative investments in their retirement plans.</td>
</tr>
</tbody>
</table>
### General Education Courses

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hip Hop Dance for Kids ages 12 – 17</td>
<td>Students in this class will learn contemporary Hip Hop techniques and the basics of Hip Hop dance culture.</td>
</tr>
<tr>
<td>Hip Hop Fusion</td>
<td>Students in this class will learn a combination of Hip Hop, Jazz and Contemporary dance techniques.</td>
</tr>
<tr>
<td>Bulgarian Dance Technique</td>
<td>Students in this class will learn the fundamental steps in measured time with music, counts and beats in accordance with the asymmetrical meter of Bulgarian Dance.</td>
</tr>
<tr>
<td>You’re Retired, Now What?</td>
<td>Students in this class will learn about special opportunities available to senior citizens and how to network with other retirees.</td>
</tr>
</tbody>
</table>

### Homemaking Courses

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Making Bath Products</td>
<td>Students in this “hands-on” class will learn how to create unique bath products including shampoo, shower gel, bubble bath, bath salts, etc. Students will leave this class with several different bath products that they have created.</td>
</tr>
</tbody>
</table>
SUBJECT: ADOPT A RESOLUTION OF INTENT TO CONSIDER PROPOSALS FOR A JOINT OCCUPANCY LEASE TO DESIGN, BUILD, AND LEASE MIXED-USE OFFICE SPACE ON THE REAL PROPERTY REFERRED TO HEREIN AS 10100 JEFFERSON BOULEVARD, CULVER CITY, CALIFORNIA

Action

Adopt a Resolution of Intent (Attachment 1) to receive and consider proposals, on or after June 10, 2015, to enter into a joint occupancy lease and related agreements for the development of approximately 13.63 gross acres of real property comprised of Assessor Parcel Numbers 4296-001-902 through 906, referred to herein for convenience purposes as 10100 Jefferson, Culver City, California, (“Property”) for the purposes of designing, building and leasing a mixed-use office project (“Project”) pursuant to the provisions of Education Code Section 81390 et. seq.

Background

California Education Code Section 81390 et. seq., provides the authority and the methodology by which the Los Angeles Community College District may enter into leases and agreements related to real property and buildings to be used jointly by the District and a private person, firm or corporation (“Private Party”) for no longer than 66 years.

Facilities Department has been examining options for highest and best use of the Property which will generate the highest long term ground lease and other revenue streams for the District and support the Arts Division at West Los Angeles College.

District Staff recommends as follows:

(1) Delegate authority to the Chancellor and/or his designee to issue Requests for Qualifications and Proposals (“Requests”) for a mixed-use office project under a joint occupancy lease and related agreements with a Private Party for the development of approximately 13.63 gross acres of property comprised of Assessor Parcel Numbers 4296-001-902 through 906, referred to herein for convenience purposes as 10100 Jefferson Boulevard, Culver City, California, 90230;
(2) Conduct said process pursuant to the authority and methodology as required by California Education Code Section 81390 et. seq.; make amendments to such terms thereof as he or she deems appropriate; identify the most qualified and successful proposers; reserve the right to reject all proposals and to withdraw the Property from the possible lease thereof if it is determined to be in the District's best interests; otherwise take steps to effectuate the intent of this Resolution; and make such recommendations regarding all of the foregoing for consideration thereof by the Board;

(3) such Requests will provide that:

a. a lease term not to exceed sixty-six (66) years;

b. the Private Party shall be entirely responsible for financing, entitling, designing, constructing and operating the proposed Project on the Property;

c. the Private Party with whom the District enters into a lease and related agreements shall provide either a performance bond or irrevocable letter of credit to ensure the performance of the lease and related agreement(s);

d. the Private Party shall be required to provide space to support the Arts Division at West Los Angeles College without any cost to the District;

e. the District will retain title to the Property and generate rental and other fees from the Private Party for the portion of the Project the District does not use or occupy;

f. the lease amount will be determined and negotiated with the proposers, with no minimum lease amount being established by the attached Resolution, but said amounts to be in the District's best interests;

g. all Requests that are issued otherwise comply with California Education Code Section 81390 et. seq.; and

h. a public meeting of the Board shall be held on or after June 10, 2015, at which time the Board will receive and consider the proposals and Staff's recommendations thereon at Los Angeles Mission College at 13356 Eldridge Ave, Sylmar, CA 91342.

(4) Adopt the proposed Resolution attached hereto as Attachment 1.

Funding

Funding will be through Bond and non-bond funds.

REQUIRES FIVE (5) AFFIRMATIVE VOTES
SUBJECT: Resolution of Intent to Consider Proposals for a Joint-Occupancy Lease to
design, build and lease mixed-use office space on the real property
referred to herein as 10100 Jefferson Boulevard, Culver City, California

WHEREAS, California Education Code Section 81390 et. seq., provides the Los Angeles
Community College District with the authority and methodology by which the District may enter
into a long-term lease and agreements related to real property and buildings to be used jointly
by the District and a private person, firm, or corporation ("Private Party") for no longer than 66
years;

WHEREAS, the District intends to receive and consider proposals, on or after June 10, 2015,
for a mixed-use office project ("Project") under a joint occupancy lease and related agreements
with a Private Party for the development of approximately 13.63 gross acres of property
comprised of Assessor Parcel Numbers 4296-001-902 through 906, referred to herein for
convenience purposes as 10100 Jefferson Boulevard, Culver City, California, 90230
("Property");

WHEREAS, the Private Party shall be entirely responsible for financing, entitling, designing,
constructing, and operating the Project to be developed on the Property;

WHEREAS, the lease and related agreement(s) with the Private Party will require the Private
Party to provide space to support the Arts Division at West Los Angeles College at the Private
Party’s sole cost. The District will not be charged rent or any other fees for its use;

WHEREAS, the District will retain title to the Property and generate rental and other fees from
the Private Party for the portion of the Project the District does not use or occupy; and

WHEREAS, the lease amount, will be determined and negotiated with the proposers, with no
minimum lease amount being established by this Resolution, but said amounts to be in the
District’s best interests;

WHEREAS, District will require the Private Party with whom it enters into a lease and related
agreement(s) to provide either a performance bond or irrevocable letter of credit to ensure the
performance of the lease and related agreement(s);

WHEREAS, District will direct Staff to issue Requests for Qualifications and Proposals for the
Project pursuant to California Education Code Section 81390 et. seq., and reserves the right to
reject all proposals and to withdraw the Property from the possible lease thereof;
NOW THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the Los Angeles Community College District as follows:

The Chancellor and/or his Designee are hereby directed to do all of the following:

(1) issue Requests for Qualifications and Proposals ("Requests"), for a mixed-use office project ("Project") under a joint occupancy lease and related agreements with a Private Party for the development of approximately 13.63 gross acres of property comprised of Assessor Parcel Numbers 4296-001-902 through 906, referred to herein for convenience purposes as 10100 Jefferson Boulevard, Culver City, California, 90230 ("Property");

(2) Conduct said process pursuant to the authority and methodology as required by California Education Code Section 81390 et. seq.; make amendments to such terms thereof as he or she deems appropriate; identify the most qualified and successful proposers; reserve the right to reject all proposals and to withdraw the Property from the possible lease thereof if it is determined to be in the District’s best interests; otherwise take steps to effectuate the intent of this Resolution; and make such recommendations regarding all of the foregoing for consideration thereof by the Board;

(3) such Requests will provide that:
   a. a lease term not to exceed sixty-six (66) years;
   b. the Private Party shall be entirely responsible for financing, entitling, designing, constructing and operating the proposed Project on the Property;
   c. the Private Party with whom the District enters into a lease and related agreements shall provide either a performance bond or irrevocable letter of credit to ensure the performance of the lease and related agreement(s);
   d. the Private Party shall be required to provide space to support the Arts Division at West Los Angeles College without any cost to the District;
   e. the District will retain title to the Property and generate rental and other fees from the Private Party for the portion of the Project the District does not use or occupy;
   f. the lease amount will be determined and negotiated with the proposers, with no minimum lease amount being established by this Resolution, but said amounts to be in the District’s best interests;
   g. all Requests issued will otherwise comply with California Education Code Section 81390 et. seq.; and

(4) a public meeting of the Board shall be held on or after June 10, 2015, at which time the Board will receive and consider the proposals and Staff's
recommendations thereon at Los Angeles Mission College at 13356 Eldridge Ave, Sylmar, CA 91342.

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 out hands this 5th day of November, 2014.

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Member, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

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President, Board of Trustees
Subject: AUTHORIZE THE LOS ANGELES COMMUNITY COLLEGE DISTRICT'S PARTICIPATION IN THE CITY OF LOS ANGELES' "LA CITY VOTES!" VOTER OUTREACH AND EDUCATION CAMPAIGN FOR THE 2015 CITY OF LOS ANGELES MUNICIPAL ELECTIONS

Authorize the District's participation in the Los Angeles City Clerk, Election Division's "LA City Votes!" Voter Outreach and Education Campaign for the 2015 Municipal Elections, by conducting non-partisan voter outreach activities in conjunction with the City of Los Angeles and permitting the use of the District name and logo in related informational materials.

Background

This action is taken in accordance with Education Code section 72000, which provides that the name or logo of a community college district may not be used to designate a connection or affiliation without the permission of the district's governing board.
Subject: REAPPOINTMENTS TO THE DISTRICT CITIZENS’ OVERSIGHT COMMITTEE FOR PROPOSITIONS A/AA AND MEASURE J BOND PROGRAMS

A. Reappoint the following individual for membership on the District Citizens’ Oversight Committee (DCOC) to serve as the Business Representative: David Rattray

Background: The DCOC bylaws call for a business representative to serve as one of its members.

David Rattray serves as the Senior Vice President of Education & Workforce Development for the Los Angeles Area Chamber of Commerce. He is also the President and Executive Director of UNITE-LA, the second largest School-to-Career Partnership in the nation.

In accordance with Administrative Regulation C-7, the Board shall appoint the DCOC members. Mr. Rattray will serve a third term of two years commencing on November 6, 2014 and expiring on November 5, 2016.

B. Reappoint the following individual for membership on the District Citizens’ Oversight Committee (DCOC) to serve as the College Representative: Dr. Lanny Nelms

Dr. Nelms attained the doctorate of education degree from Nova University in 1979. He served as the principal of Harbor Community Adult School for 10 years until his retirement in 2012. During his extensive career spanning almost 40 years with the Los Angeles Unified School District, Dr. Nelms has served on a number of professional organizations, including the American Association for Adult and Continuing Education, the Association for California School Administrators, and the California Council for Adult Education. He is the recipient of numerous awards in recognition of his work in adult and continuing education.

In accordance with Administrative Regulation C-7, the Board shall appoint the DCOC members. Dr. Nelms will serve a second term of two years commencing on November 6, 2014 and expiring on November 5, 2016.

Approved by:

Francisco C. Rodríguez, Chancellor

By _________________ Date _______________
RESOLUTION – EXTENSION OF PERSONNEL COMMISSIONER

WHEREAS, Each year on November 30th, the three-year term of office for a Personnel Commission member expires; and

WHEREAS, The Board of Trustees of the Los Angeles Community College District determined to conduct an open selection process to fill the seat expiring on November 30, 2014 to insure openness and transparency; and

WHEREAS, The open selection process will not be complete before the expiration of the current incumbent’s term of office; and

WHEREAS, Education Code section 88066 provides that a commissioner whose term has expired may continue to discharge the duties of the office until a successor is appointed for no more than 90 calendar days; and

WHEREAS, Commissioner Henry Jones has agreed to accept a 90 calendar day extension of his term of office; and

WHEREAS, Both the District and union leadership on behalf of the employees they represent have expressed their respect for the dedication and quality of service rendered by Mr. Jones as a Personnel Commissioner and welcome his participation in the open selection process; now, therefore, be it

RESOLVED, That the Board of Trustees of the Los Angeles Community College District does hereby announce its decision to extend the term of office for Mr. Jones until February 28, 2015 or until the swearing in of a successor or reappointment, whichever occurs first.
Subject: AMEND BOARD RULES CHAPTER XV - BOARD RULES 15001 - 15022

Background: Chapter XV, Prohibited Discrimination and Harassment policy is revised to reflect organizational changes due to the centralization of the compliance functions relating to unlawful discrimination. Revisions also include changes mandated by the Department of Education, Office of Civil Rights.

15001. POLICY. The policy of the Los Angeles Community College District is to provide an educational, employment and business environment free from Prohibited Discrimination, as defined in Rule 15003. Employees, students, or other persons acting on behalf of the District who engage in Prohibited Discrimination as defined in this policy or by state or federal law shall be subject to discipline, up to and including discharge, expulsion or termination of contract. The specific rules and procedures for reporting allegations of Prohibited Discrimination and for pursuing available remedies are incorporated from each College and District Compliance Officer by accessing the District website or from the Office of Diversity Programs.

15002. ACADEMIC FREEDOM. The Board of Trustees reaffirms its commitment to academic freedom, but recognizes that academic freedom does not allow Prohibited Discrimination. The discussion of ideas, taboos, behavior or language which is an intrinsic part of the course content shall in no event constitute Prohibited Discrimination. It is recognized that an essential function of education is a probing of received opinions and an exploration of ideas which may cause some students discomfort. It is further recognized that academic freedom ensures the faculty's right to teach and the student's right to learn.

15003. DEFINITIONS.

A. "Appeal" means a request by a complainant made in writing to the Los Angeles Community College District Board of Trustees pursuant to Title 5, section 59338, and/or to the State Chancellor's Office pursuant to Title 5, section 59339, to review the administrative determination of the District regarding a complaint of discrimination.

Approved by: Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ____________

Student Trustee Advisory Vote
B. "Complaint" means a written and signed statement meeting the requirements of Title 5, section 59328, that alleges Prohibited Discrimination in violation of the nondiscrimination regulations adopted by the Board of Governors of the California Community Colleges, as set forth at Title 5, section 59300 et seq., or any other form of conduct that is Prohibited Discrimination under this policy. A Complaint may be filed by someone who alleges that he or she has personally suffered Prohibited Discrimination or by one who has learned of potential Prohibited Discrimination in his or her official capacity as a faculty member or administrator, and individuals and entities filing a complaint on behalf of another individual or class of individuals.

C. “Days” shall mean calendar days unless otherwise specified. “Business Day” shall mean Monday through Friday when the District is open, whether or not classes are in session. When the last day for an action or due date falls on a Saturday or Sunday under this policy, the due date will be the following Business Day.

D. “Decision” shall mean an administrative determination as described in Rule 15015, and as provided in Title 5, Section 59336.

E. “District” means the Los Angeles Community College District or any District program or activity that is funded directly by the state or receives financial assistance from the State. This includes the District Personnel Commission and any other organization associated with the District or its colleges that receives state funding or financial assistance through the District.

F. “Gender” includes a person’s gender identity and gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth.

G. “Mental disability” includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as mental retardation, developmental disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, which limits a major life activity. For purposes of this section:

(a) "Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(b) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.
(c) "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (E) (1) that requires specialized supportive services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (E) (1) or (2), which is known to the District.

(4) Being regarded or perceived treated by the District as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated perceived by the District as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (E) (1) or (2).

(6) "Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

H. "Physical disability" includes, but is not limited to, all of the following:

(1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

(a) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine.

(b) Limits a major life activity. For purposes of this section:

(i) "Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

(iii) "Major life activities" shall be broadly construed and includes physical, mental, and social activities and working.
(2) Any other health impairment not described in paragraph (F)(1) that requires specialized supportive services.

(3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (F)(1) or (2), which is known to the District.

(4) Being regarded or treated perceived by the District as having, or having had, any physical condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated perceived by the District as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (F)(1) or (2).

(6) "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

I. "Prohibited Discrimination" is defined as discrimination or harassment in violation of state or federal law on the basis of actual or perceived ethnic group identification, race, color, national origin, ancestry, religion, creed, sex (including gender-based sexual harassment), pregnancy, marital status, cancer-related medical condition of an employee, sexual orientation, age, physical or mental disability, or veteran status.

J. "Retaliation" shall mean adverse personal behavior or adverse employment or academic decisions that are based primarily upon an individual's participation as a complainant, witness, alleged victim, investigator, decision-maker, representative or advisor, or other retaliation as prohibited by state or federal law.

K. "Sexual Harassment" is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or in the educational setting, and includes but is not limited to:

(1) Making unsolicited written, verbal, physical, and/or visual contacts with sexual overtones. (Examples of possible sexual harassment that appear in a written form include, but are not limited to: suggestive or obscene letters, notes, or invitations. Examples of possible visual sexual harassment include, but are not limited to: leering, gestures, display of sexually aggressive objects or pictures, cartoons, or posters.

(2) Continuing to express sexual interest after being informed that the interest is unwelcomed.
(3) Making reprisals, threats of reprisal, or implied threats of reprisal following a rebuff or harassing behavior, for example, implying or actually withholding grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a scholarship recommendation or college application will be denied.

(4) Engaging in explicit or implicit coercive sexual behavior within the work environment which is used to control, influence, or affect the employee’s career, salary, and/or work environment.

(5) Engaging in explicit or implicit coercive sexual behavior within the work environment which is used to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.

(6) Offering favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

(7) Awarding educational or employment benefits, such as grades or duties or shifts, recommendations, reclassifications, etc., to any student or employee with whom the decision maker has a sexual relationship and denying such benefits to other students or employees.

L. “Sexual Orientation” means heterosexuality, homosexuality, or bisexuality.

M. “Supervisor” means any employee of the District with supervisory authority over other persons, including but not limited to department chairs, academic and classified managers, supervisors, and administrators. This definition of Supervisor shall apply only in the context of this policy.

15004. FALSE ALLEGATIONS.

Anyone who files a Complaint pursuant to this policy in which he or she knowingly makes false allegations of fact shall also have violated this policy and be subject to applicable or appropriate disciplinary process. Complaints that a complainant has made false allegations about a violation of this policy shall be made through this policy only.

15005. CONFIDENTIALITY AND RECORDKEEPING.

A. All persons involved in investigation of complaints shall have a duty to maintain the confidentiality of the matters discussed, except as may be required or permitted by law, which includes the rules and regulations of the District.

B. All records regarding an investigation or complaint shall be confidential and shall not be revealed except as required or permitted by law, which includes the rules and regulations of the District, or at the discretion of the Chancellor or his or her designee.
C. Upon completion of an investigation, the original records of each Complaint and investigation shall be kept by the Director, Office of Diversity Programs and the applicable Compliance Officer.

D. Upon final resolution of any matter under these rules, the original files and records regarding the matter shall be maintained permanently in the investigating Compliance Office Office of Diversity Programs and cross-referenced by the names of the persons involved. Files regarding formal Complaints and appeals to the Board of Trustees will also be maintained by the Office of Diversity Programs.

15006. DIRECTOR, OFFICE OF DIVERSITY PROGRAMS.

A. Designation of Responsible Officer. The District's designated officer responsible for receiving complaints and coordinating investigations from within the District, from other governmental agencies, and from outside sources shall be the Director of Diversity Programs. These duties may be delegated to the Compliance Officers.

B. Responsibilities for Implementation. In addition to other responsibilities as may be designated for the position, the Director, Office of Diversity Programs shall be responsible for the implementation of this policy, and for District compliance with federal and state compliance and reporting requirements relating to Prohibited Discrimination. The Director, Office of Diversity Programs shall also be responsible for training the Compliance Officers and other employees regarding their duties under this policy.

C. Reporting to the State Chancellor

1. The Director, Office of Diversity Programs shall forward a copy of any filing with the Department of Fair Employment and Housing to the State Chancellor's Office.

2. The Director, Office of Diversity Programs shall be responsible for making reports to the State Chancellor's Office as required by Title 5, Sections 59336, 59338 and 59340.

15007. COMPLIANCE OFFICERS

A. Appointment and Reporting Lines. Each college president shall designate a full or part-time Compliance Officer ("CO") for the campus, not a faculty member, and the Chancellor or his or her designee shall appoint the CO for the District Office. The college COs shall report directly to their college presidents. The District Office CO shall report to the Director of Diversity Programs. The Deputy Chancellor or his or her designee shall appoint Compliance Officers. Compliance Officers shall report to the Director, Office of Diversity Programs.

B. Training. The Director, Office of Diversity Programs shall be responsible for conducting appropriate training and providing advice and counsel for the Compliance Officer and shall be responsible for ongoing advice and counsel for each Compliance Officer.
C. Role. The role of the Compliance Officer shall be as an impartial resource, fact-finder and investigator and not as advocate for any party.

D. The **CO's Director, Office of Diversity Programs** shall be responsible for training the Advocates for Students for their respective colleges, and for ensuring that the College President makes an annual designation of Advocates for Students as required in Board Rule 15008(A).

### 15008. ADVOCATES FOR STUDENTS

A. Each college president, in consultation with the ASO President and the Chief Student Services Officer, shall designate annually employees who shall serve as advocate(s) for students. This person’s title shall be Advocate for Students ("AFS").

B. The **Director, Office of Diversity Programs, or his or her designee—College Compliance Officer** shall be responsible for training each AFS. The training shall take place prior to the AFS assuming the duties of the position.

C. Whenever an AFS is named in the Complaint or is implicated by an allegation within the Complaint, or if the AFS is unavailable, the college president shall obtain the services of another AFS within the District.

D. A student who is involved as an alleged victim or alleged offender will be entitled to an AFS upon the initiation of an investigation or informal procedure under Rules 15012 or 15013. An AFS will be provided to a student until issuance of a Written Decision pursuant to Rule 15016.

### 15009. DUTIES OF SUPERVISORS AND EMPLOYEES

A. All Supervisors shall be responsible for maintaining a work environment consistent with this policy. Any Supervisor who becomes aware of a situation that could reasonably be perceived to be a violation of this policy has a duty to report that information to the **CO Director, Office of Diversity Programs at his or her worksite**.

B. Every employee of the District, including faculty and classified staff, shall be responsible for maintaining an educational environment consistent with this policy. Any employee who becomes aware of a situation that could reasonably be perceived to be a violation of this policy towards a student shall have a duty to refer that information to the **CO for his or her worksite Office of Diversity Programs**.

C. Failure to comply with (A), or (B) above, may be a basis for discipline.

### 15010. PUBLICATION

A. This policy shall be published in accordance with District practices for publication of new Board Rules.
B. Each college president shall be responsible for ensuring that a summary of this policy as authorized by the Chancellor or his or her designee ("Summary") is published in each campus' catalogue and schedule of classes, and that the entire policy and procedures shall be prominently posted with other official District announcements.

C. The Summary of this policy shall be given to each new employee at the time of hiring by the applicable Personnel Office.

D. The college presidents and the Senior Vice Deputy Chancellor or his or her designee shall be responsible for posting the Summary in appropriately prominent locations for the benefit of employees and students at their respective worksites.

E. The Summary shall include a statement advising potential complainants that administrative and civil law remedies, including but not limited to injunctions, restraining orders or other orders may also be available.

15011. TRAINING AND EDUCATION.

A. The Director, Office of Diversity Programs or his or her designee shall be responsible for providing an education and training program on this policy. The program shall be mandatory for every new employee at the commencement of his or her employment.

B. An education and training program shall be made available to students at least once annually.

C. The Director, Office of Diversity Programs shall be responsible for providing a mandatory training program on this policy for all Supervisors within six months of their assignment to a supervisory position and annually thereafter.

D. The training program shall include a discussion regarding the False Allegations provisions in Rule 15004.

E. The college Compliance Officers Director, Office of Diversity Programs shall be responsible for providing a training program on this policy and on representation skills that will be mandatory for all AFS's prior to assuming their positions. The ASO President and/or his or her designee may also attend the annual training. Thereafter, the AFS' shall attend the training program for Supervisors.

F. The college presidents and the Senior Vice Deputy Chancellor shall be responsible for verifying training attendance at their respective worksites.
15012. INVESTIGATION

A. Investigation

1. The Compliance Officer shall promptly investigate all potential violations of this policy of which he or she becomes aware. When the Compliance Officer becomes aware of a potential violation of this policy, the Compliance Officer shall promptly investigate and notify both (1) the College President or, at the District Office, the Senior Vice-Deputy Chancellor, and (2) the Director, Office of Diversity Programs that an investigation is being conducted. Such an investigation may be initiated on the basis of a Complaint, a referral from a Supervisor or employee, or any other information indicating a potential violation of this policy from any other source. The Los Community College District will ensure each complaint will undergo an adequate, reliable, impartial investigation. Both the complainant and alleged offender will be afforded the opportunity to present witness and evidence.

2. Investigation without a Complaint. In the absence of a Complaint, the Compliance Officer shall conduct a preliminary investigation, which shall be completed within the first thirty calendar days after he or she becomes aware of a potential violation of this policy. If, as a result of the preliminary investigation, the Compliance Officer finds that there is a prima facie case of Prohibited Discrimination, the Compliance Officer shall sign the Complaint. A "prima facie" case means that there is evidence which, if unexplained or uncontradicted, would be sufficient to make a finding that Prohibited Discrimination had occurred, but which may be contradicted by other evidence in the course of a complete investigation. The investigation and report as required in Rule 15015 shall be completed by a Compliance Officer from another worksite, whose services shall be secured by the College President or, at the District Office, a Compliance Officer designated by the Director, Office of Diversity Programs. If the Compliance Officer's preliminary investigation results in a finding that there is not a prima facie case of Prohibited Discrimination, the Compliance Officer shall advise the complainant and alleged offender in writing, with a copy to the College President, Senior Vice Deputy Chancellor, and the Director, Office of Diversity Programs. Findings which may be appealed in accordance with these rules.

15013. INFORMAL PROCEDURE

A. Upon receiving an allegation of Prohibited Discrimination, the Compliance Officer or the Director, Office of Diversity Programs, as applicable, shall within five (5) days, or for good cause, as soon thereafter as practicable:

1. Notify the complainant of the procedure for filing a formal Complaint;

2. Undertake efforts to informally resolve the charges;

3. Advise the complainant that participation in informal resolution is not required;
4. Assure the complainant that he or she will not be required to confront or work out problems with the person accused of Prohibited Discrimination.

5. Advise a complainant that at any time she/he may file a non-employment-based complaint with the Office of Civil Rights of the U.S. Department of Education (OCR); where such a complaint is within that agency's jurisdiction.

6. Advise the complainant who files an employment-related complaint, that he or she may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) where such complaint is within that agency's jurisdiction.

7. Advise any employee involved as an alleged offender or alleged victim that the employee is entitled to have a representative in the process, and advise any student involved as an alleged offender or alleged victim that the student is entitled to be represented by an Advocate for Students. An alleged offender may not be represented by an Advocate for Students after the issuance of a Written Decision.

B. Any efforts at informal resolution after the filing of a written Complaint will not exceed the 90-day period for rendering the administrative determination pursuant to Title 5, section 59336.

C. In order to comply with the timelines herein, the CO Compliance Officer who is conducting an investigation shall contact the alleged offender, even if he or she is not regularly scheduled to participate in District-related activity.

D. Settlement Agreement. If a resolution is reached during the Informal Procedure process, the CO Compliance Officer shall draft a settlement agreement to be signed by the alleged victim, the complainant (if different from the alleged victim), and the alleged offender. The Compliance Officer shall monitor the situation to insure that the resolution is properly implemented. Upon execution of the settlement agreement, all original materials relating to the matter shall be maintained permanently by the investigating office and cross-referenced by the names of all parties involved.

15014. COMPLAINT PROCEDURE

A. Complaint. A complainant may pursue a Complaint by communicating, verbally or in writing, to the applicable CO Director, Office of Diversity Programs or a Compliance Officer. The CO shall then assist complainant shall then be assisted with the process of preparing a written Complaint for the complainant's signature.

1. A Complaint may be filed by someone who alleges that he or she has personally suffered Prohibited Discrimination or by one who has learned of potential Prohibited Discrimination in his or her official capacity as a faculty member or administrator, and individuals and entities filing a complaint on behalf of another individual or class of individuals.
2. A written Complaint must may, but is not required to be, filed on the form prescribed by the State Chancellor. Each CO Compliance Officer and the Director of Diversity Programs will provide a copy of the blank form upon request by any person.

3. If the CO Compliance Officer or the Director, Office of Diversity Programs receives a Complaint that does not comply with the provisions of this section, the Compliance Officer or the Director, Office of Diversity Programs, shall immediately notify the complainant of the reason that the complaint is deemed defective, the CO shall immediately notify the complainant and identify in what requirement the Complaint is defective.

B. Alternative Filing.

1. At the complainant's option, a Complaint may also be made directly to the Director, Office of Diversity Programs or the Senior Vice Deputy Chancellor, rather than the CO at the complainant's worksite or school site.

2. As a further alternative, the complainant may also submit his or her written Complaint directly to the State Chancellor's Office of the California Community Colleges

C. Timeliness. For a Complaint not arising from or related to employment, the The Complaint shall be filed no later than one year from the date when the complainant knew or reasonably should have known of the facts underlying the Complaint. The CO Compliance Officer shall advise a complainant that he or she must file a non-employment based complaint with the Office of Civil Rights of the U.S. Department of Education (OCR) when such a complaint is within the agency's jurisdiction. For a complaint arising from or related to employment, the complaint shall be filed within 180 days of the date the potential unlawful discrimination occurred or within 270 days if the complainant first obtained knowledge of the potential unlawful discrimination more than 180 days after it occurred the complaint shall be filed with the Department of Fair Employment and Housing. All complaints must be filed within one year of the date the potential unlawful discrimination.

D. Notification to complainant in employment cases. The CO Compliance Officer shall advise the complainant that he or she may also file a complaint with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing.

E. Notification to Administration. Within five (5) business days after receiving a Complaint or, for good cause as soon thereafter as is practical, the CO Compliance Officer shall provide a copy of the the original Complaint to the Director of Diversity Programs, with a copy to the College President at his or her college, or, at the District Office, the Senior Vice Deputy Chancellor. The CO Compliance Officer shall also provide a written report on the status of the investigation.
F. Notification to Alleged Offender. Also within five (5) business days after receiving
Complaint, or, for good cause, as soon thereafter as is practical, the CO Compliance Officer shall provide a copy summary of the Complaint to the alleged
offender after deleting personal contact information of the alleged victim or
identified witnesses. The Compliance Officer will ensure that personal
information about the complainant and other individuals who may be mentioned
in the complaint is not unnecessarily disclosed to the alleged offender.

15015. COMPLIANCE OFFICER'S REPORT.

Within sixty (60) calendar days after becoming aware of a potential violation of this policy, the
Compliance Officer shall complete an investigation and make a written report to the College
President at his or her college or, at the District Office, the Senior Vice Deputy Chancellor. A
copy of the report shall be sent to the Director of Diversity Programs.

A. The report shall include, without limitation, the following:

1. A description of the circumstances giving rise to the complaint;

2. A summary of the testimony provided by each witness, including without limitation,
   the complainant, the alleged offender and any witnesses identified by the
   complainant or alleged offender;

3. An analysis of any relevant data or other evidence collected during the course of
   the investigation;

4. A recommendation regarding the findings; and

5. Any other appropriate information.

B. If the allegations implicate a College President, the report shall be made to the
Chancellor. If the allegations implicate the Deputy Chancellor, a Vice-Chancellor or
anyone else under the direct supervision of the Chancellor, the report shall be
submitted to the Chancellor, with a copy to the Board of Trustees. If the allegations
implicate the Chancellor, the report shall be made to the Senior Vice Deputy
Chancellor, with a copy to the Board of Trustees. If the complaint implicates a
Compliance Officer or the Director, Office of Diversity Programs, the Complaint shall
be referred to the Senior Vice Deputy Chancellor, who shall appoint another CO to a
third party to investigate and who shall perform the duties of the Director, Office of
Diversity Programs in carrying out this policy.

C. A summary of the report shall be provided to the complainant and to the alleged victim,
if different, as well as to the alleged offender. In order to protect rights of privacy and
minimize the risk of retaliation, the full report shall be confidential to the person
responsible for making the Written Decision, and shall not be provided to the
complainant, alleged victim or alleged offender except as required by legal process.
D. The alleged offender and the alleged victim shall have the right to make an oral statement to the College President or for employees at the District Office, to the Senior Vice Deputy Chancellor provided the person wishing to do so makes himself or herself available within fifteen (15) days from receipt of the summary of the report.

15016. DECISION.

A. The College President or, at the District Office, the Senior Vice Deputy Chancellor who has received the CO's investigative report, shall independently assess whether the investigation shows that there is a preponderance of the evidence establishing that a violation of this policy has occurred and shall determine what disciplinary action is to be taken, if any. A "preponderance of the evidence" shall mean that it is more likely than not that a violation has occurred. In cases establishing that a violation of this policy occurred, interim and final remedies will be provided to the complainant where need to end the discrimination, prevent it from recurring and eliminate the effects of the discrimination on the victim.

B. The College President, or the Senior Vice Deputy Chancellor shall mail by certified mail, return receipt requested, to the complainant, the alleged victim (if different), and the alleged offender, the Written Decision, pursuant to subsection "D" below, and their respective appeal rights. The Director of Diversity Programs shall be responsible for forwarding a copy of the Written Decision to the State Chancellor's Office as required by Title 5, Section 59336.

C. In the event the allegations implicate the Chancellor, the report shall be presented by the Senior Vice Deputy Chancellor to the Board of Trustees in closed session at a meeting within thirty (30) days from receipt of the CO's Compliance Officer's report, or at the first regular Board of Trustees meeting following expiration of the thirty (30) day period. The Board of Trustees shall determine whether the investigation shows that there is a preponderance of the evidence establishing that a violation of this policy has occurred and the disciplinary action that is to be taken, if any. A "preponderance of the evidence" shall mean that it is more likely than not that a violation has occurred. The Senior Vice Deputy Chancellor shall prepare the Written Decision, pursuant to subsection "D" below, to be signed by the President of the Board of Trustees.

D. Written Decision. Pursuant to Title 5 Section 59336, the Written Decision shall be made within ninety (90) days from the start of the investigation, and shall include the following:

1. The determination by the College President or Senior Vice Deputy Chancellor whether there is probable cause to believe discrimination occurred with respect to each allegation in the Complaint;

2. The proposed resolution of the Complaint and action to be taken to prevent similar problems in the future, if appropriate; and
3. The following statement:

"Please note that the complainant has the right to appeal this determination to the District's Board of Trustees by submitting a written appeal to the District Chancellor's Office within fifteen (15) days from the date of this notice. The Board may review the matter and act within forty-five (45) days of receipt of the appeal. If the forty-five (45) days have elapsed without action by the Board of Trustees, this decision is considered the final District decision.

4. In cases not arising from or related to employment, the Written Decision will also include the following statement:

"Please note further that the complainant has the right to file a written appeal with the State Chancellor within thirty (30) days after the final District decision is issued by the Board of Trustees, or the forty-five (45) day period has elapsed, whichever comes first."

This statement shall not be included, and there shall be no right of appeal to the State Chancellor, for any matters involving allegations of Prohibited Discrimination on the basis of pregnancy, marital status, veteran's status, or for cancer-related medical condition of an employee.

E. If the Complaint implicates the Chancellor, and does not arise from or relate to employment, the report shall include (D)(1) and (2), above, and the following statement:

"The complainant has the right to file a written appeal of this decision with the State Chancellor's Office of the California Community Colleges within thirty (30) days from the date of this decision."

This statement shall not be included, and there shall be no right of appeal to the State Chancellor, for any matters involving allegations of Prohibited Discrimination on the basis of pregnancy, marital status, veteran's status, or for cancer-related medical condition of an employee.

F. A copy of the Written Decision shall be placed in a sealed envelope in the personnel file of any employee involved as an alleged offender, complainant or alleged victim. The employee has a right to submit a response to the Written Decision, which will also be placed in the employee's personnel file.

G. If the Written Decision cannot be issued in accordance with the timeline in (D), the College President shall work with the Director of Diversity Programs to request an extension from the State Chancellor's Office.
15017. DISCIPLINARY ACTION

A. When a determination has been made that disciplinary action is to be taken, the College President or, at the District Office, the Senior Vice Deputy Chancellor or Chancellor, or his or her designee, shall initiate the applicable disciplinary process within ten (10) business days of issuing the Written Decision or, for good cause, as soon thereafter as is practical. Failure by a receiving Supervisor or Administrator to proceed promptly with the disciplinary action shall be a basis for discipline, up to and including discharge. The receiving Supervisor or Administrator shall report the status of the disciplinary process in a timely and regular manner to the College President, or, at the District Office, the Senior Vice Deputy Chancellor or the Chancellor. A copy of the report shall also be filed with the Office of Diversity Programs.

B. Disciplinary actions, if any, shall be pursued in accordance with the alleged offender's due process rights, as defined by law, the Board Rules, the Personnel Commission, and/or any applicable collective bargaining agreement or Memoranda of Understanding.

C. Students. Disciplinary action against students shall include, without limitation, verbal warnings, probation, suspension or expulsion.

D. Employees. Disciplinary action against employees shall include, without limitation, verbal warnings, letters of reprimand, Notices of Unsatisfactory Service, suspensions, demotions or dismissals.

E. An alleged offender's due process rights shall generally require the production of a full copy of the CO's Compliance Officer's report at the time the alleged offender is served with charges in support of a potential loss of pay or expulsion. However, some portions, such as student records, witnesses' telephone numbers or addresses, may be blocked out to protect privacy interests.

15018. APPEALS.

A. Appeals by the complainant and/or alleged victim.

1. For complaints implicating anyone other than the Chancellor, if the complainant or alleged victim is not satisfied with the Written Decision that has been made, he or she may file a written appeal to the Board of Trustees within fifteen (15) days from the date of the Written Decision. The appeal shall state with particularity the basis for the appeal.

2. For complaints implicating the Chancellor, the Written Decision by the Board of Trustees shall constitute the final decision of the District.
B. Action by the Board of Trustees.

The Chancellor shall present the written appeal, the Written Decision, the CO's Compliance Officer's report and the Complaint to the Board of Trustees in closed session. The Board of Trustees may review the decision and act within forty-five (45) days. If the forty-five (45) days has elapsed without action by the Board of Trustees, the Written Decision shall constitute the final decision of the District.

C. Appeals by the alleged offender.

Appeals of the Written Decision by the alleged offender shall be made by making the appropriate challenges within the course of the applicable disciplinary process.

15019. ADDITIONAL REMEDIES.

A complainant or alleged victim is entitled to pursue independently civil law remedies, including but not limited to injunctions, restraining orders, or other orders. An individual who believes that he or she is the victim of unlawful discrimination may file a complaint with the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the Office for Civil Rights, United States Department of Education, whichever is the appropriate agency, whether or not he or she chooses to utilize the District's internal complaint procedures described in this Chapter. Anyone who believes he or she has been a victim of unlawful discrimination should be aware that both state and federal law impose time deadlines for the filing of complaints, and the use of the District's internal complaint procedure will not postpone applicable deadlines.

15020. TIMELINES.

A. Time limits under this policy will not be extended or waived by the unavailability of a designated representative.

B. If a Compliance Officer or administrator becomes aware that an investigation or Decision cannot be completed within the time frames specified, he or she shall immediately notify the Director of Diversity Programs. The Director of Diversity Programs will address the matter with the State Chancellor's Office as necessary to obtain the extension if warranted.

15021. SETTLEMENT.

A. At any time within this process, there may be a settlement. To the extent that the settlement involves the commitment of any District resources, a settlement must be approved by the appropriate level of authority within the District.

15022. CONFLICTS OF INTEREST.

A. A Compliance Officer shall not be the investigator into any situation in which the Compliance Officer was a witness or other material participant. A Compliance Officer shall not be the investigator into any allegations made against the person to whom he or she reports.
The Chancellor or the Chancellor's designee is authorized to identify alternative investigators, administrative decision-makers or other staffing as needed in the event it is appropriate to avoid a conflict of interest not otherwise addressed by this policy.
Subject: **2014-2015 FIRST QUARTER FINANCIAL STATUS REPORT**

In accordance with Title 5, California Code of Regulations, Section 58310, each district is required to report the financial and budgetary conditions of the District at least once every three months. Following this summary is a copy of the report filed with the State (Attachment I). This report provides a status of cash balances and quarterly revenue and expenditure activity. It also allows districts an opportunity to identify significant events affecting their financial condition.
CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

District: (740) LOS ANGELES

<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>496,160,233</td>
<td>495,519,617</td>
<td>529,143,921</td>
<td>546,912,507</td>
</tr>
<tr>
<td>A.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>825,000</td>
<td>294,758</td>
<td>1,056,800</td>
<td>4,422</td>
</tr>
<tr>
<td>A.3</td>
<td>Total Unrestricted Revenue (A.1 + A.2)</td>
<td>496,985,233</td>
<td>495,814,375</td>
<td>530,202,721</td>
<td>546,916,935</td>
</tr>
<tr>
<td>B.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>502,297,482</td>
<td>498,969,352</td>
<td>523,748,684</td>
<td>538,186,296</td>
</tr>
<tr>
<td>B.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>12,317,171</td>
<td>6,925,347</td>
<td>15,637,630</td>
<td>16,320,843</td>
</tr>
<tr>
<td>B.3</td>
<td>Total Unrestricted Expenditures (B.1 + B.2)</td>
<td>514,614,653</td>
<td>505,894,699</td>
<td>539,386,314</td>
<td>546,506,839</td>
</tr>
<tr>
<td>C.1</td>
<td>Revenues Over(under) Expenditures (A.3 - B.3)</td>
<td>-18,269,300</td>
<td>-35,080,324</td>
<td>6,183,793</td>
<td>110,096</td>
</tr>
<tr>
<td>D.1</td>
<td>Prior Year Adjustments + (-)</td>
<td>2,862,772</td>
<td>4,092,584</td>
<td>15,795,225</td>
<td>0</td>
</tr>
<tr>
<td>D.2</td>
<td>Adjusted Fund Balance, Beginning (D.1 + D.1)</td>
<td>82,956,423</td>
<td>78,779,807</td>
<td>82,494,738</td>
<td>73,310,915</td>
</tr>
<tr>
<td>E.1</td>
<td>Fund Balance, Ending (C. + D.2)</td>
<td>94,818,225</td>
<td>86,659,423</td>
<td>97,310,915</td>
<td>97,721,011</td>
</tr>
<tr>
<td>F.1</td>
<td>Percentage of GF Fund Balance to GF Expenditures (E.1 / B.3)</td>
<td>14.5%</td>
<td>13.1%</td>
<td>13.6%</td>
<td>13.5%</td>
</tr>
</tbody>
</table>

II. Annualized Attendance FTES:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>G.1</td>
<td>Annualized FTES (excluding apprentice and non-resident)</td>
<td>103,529</td>
<td>97,858</td>
<td>101,383</td>
<td>104,344</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Cash, excluding borrowed funds</th>
<th>Cash, borrowed funds only</th>
<th>Total Cash (H.1 + H.2)</th>
<th>As of the specified quarter ended for each fiscal year</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.2</td>
<td>Cash, borrowed funds only</td>
<td>0</td>
<td>81,275,000</td>
<td>81,275,000</td>
<td></td>
</tr>
<tr>
<td>H.3</td>
<td>Total Cash (H.1 + H.2)</td>
<td>212,200,970</td>
<td>0</td>
<td>212,200,970</td>
<td>129,691,012</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Adopted Budget (Col. 1)</th>
<th>Annual Current Budget (Col. 2)</th>
<th>Year-to-Date Actuals (Col. 3)</th>
<th>Percentage (Col. 3/Col. 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>545,306,304</td>
<td>545,430,404</td>
<td>109,496,489</td>
<td>20.1%</td>
</tr>
<tr>
<td>I.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>4,426</td>
<td>4,426</td>
<td>100%</td>
</tr>
<tr>
<td>I.3</td>
<td>Total Unrestricted Revenue (I.1 + I.2)</td>
<td>545,306,304</td>
<td>545,434,832</td>
<td>109,492,917</td>
<td>20.1%</td>
</tr>
<tr>
<td>J.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>610,454,530</td>
<td>610,425,234</td>
<td>108,596,383</td>
<td>17.8%</td>
</tr>
<tr>
<td>J.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>8,162,689</td>
<td>8,320,543</td>
<td>7,480,468</td>
<td>99.9%</td>
</tr>
<tr>
<td>J.3</td>
<td>Total Unrestricted Expenditures (J.1 + J.2)</td>
<td>618,617,219</td>
<td>618,745,774</td>
<td>115,076,851</td>
<td>18.8%</td>
</tr>
<tr>
<td>K.1</td>
<td>Revenues Over(under) Expenditures (I.3 - J.3)</td>
<td>-77,310,515</td>
<td>-73,310,915</td>
<td>-6,553,912</td>
<td></td>
</tr>
<tr>
<td>L.1</td>
<td>Adjusted Fund Balance, Beginning</td>
<td>73,310,915</td>
<td>73,310,915</td>
<td>73,330,915</td>
<td></td>
</tr>
<tr>
<td>M.1</td>
<td>Fund Balance, Ending (C. + L.2)</td>
<td>0</td>
<td>0</td>
<td>86,726,901</td>
<td>0%</td>
</tr>
<tr>
<td>M.2</td>
<td>Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>
V. Has the district settled any employee contracts during this quarter? NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

<table>
<thead>
<tr>
<th>Contract Period Settled (Specify)</th>
<th>Management</th>
<th>Permanent</th>
<th>Academic</th>
<th>Temporary</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>YYYY-YY</td>
<td>Total Cost Increase</td>
<td>% *</td>
<td>Total Cost Increase</td>
<td>% *</td>
<td>Total Cost Increase</td>
</tr>
<tr>
<td>a. SALARIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
<td></td>
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<tr>
<td>Year 2:</td>
<td></td>
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<tr>
<td>Year 3:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>b. BENEFITS:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
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<td></td>
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<tr>
<td>Year 2:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Jeanette L. Gordon
CBO Phone: 213-891-2080
CBO Signature: [Signature]
Date Signed: 10/3/14

Chief Executive Officer Name: Dr. Francisco Rodriguez
CEO Signature: [Signature]
Date Signed: 10/22/2014

District Contact Person
Name: Vinh D. Nguyen
Title: Director of Budget and Management Analysis
Telephone: 213-891-2085
Fax: 213-891-2413
E-Mail: NguyenVD@email.laccd.edu

Electronic Cert Date: 10/22/2014
ADOPT REVISIONS TO BOARD RULES CHAPTER VI ARTICLE VII – ACADEMIC STANDARDS

Adopt revisions to Article VII of the Board Rules as shown below.

ARTICLE VII

ACADEMIC STANDARDS

6700. ACADEMIC RENEWAL. Students may petition to have their academic records reviewed for academic renewal action of substandard academic performance under the following conditions:

A. Students must have achieved a grade point average of 2.5 in their last 15 semester units, or 2.0 in their last 30 semester units completed at any accredited college or university, and

B. At least one two calendar years must have elapsed from the time the course work to be removed was completed.

If the above conditions are met, academic renewal shall be granted, consisting of:

A. Eliminating from consideration in the cumulative grade point average up to 18 semester units from all coursework taken within the Los Angeles Community College District, and

B. Annotating the student academic record indicating where courses have been removed by academic renewal action.

Academic renewal actions are irreversible.

Graduation honors and awards are to be based on the student's cumulative grade point average for all college work attempted.

This policy is adopted for use in the Los Angeles Community College District only. Other institutions may differ, and students planning to transfer to another college should contact that institution regarding its policy.

Recommended by: Bobbi Kimble, Interim Vice Chancellor

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Francisco C. Rodriguez, Chancellor
I. **AUTHORIZE PROFESSIONAL SERVICES AGREEMENT**

**Action**

Authorize an agreement with Moran Technology Consulting, Inc. to provide a quality assurance review of the Student Information Systems (SIS) upgrade project District-wide from November 6, 2014 to December 31, 2014 at a cost not to exceed $39,900.

**Background**

Moran Technology Consulting, Inc. has been selected through a solicitation of proposal from no less than three firms. The purpose of this Agreement is to obtain a quality assurance review of the current SIS upgrade project.

Of the two proposals received, two were determined to be responsive and were then evaluated by the SIS Committee comprised of the Interim Vice Chancellor for Educational Programs and Institutional Effectiveness, the Chief Information Officer, and a Deloitte Program Assessment Specialist. As a result of this comprehensive review and selection process, Moran Technology Consulting is recommended for award of this Agreement.

**Award History**

This Agreement represents the third awarded to this firm through the Bond Program and a cumulative original award total of $698,300. Other projects include SIS Needs Assessment and the Evaluation of SIS Proposals.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. SIS Consulting Services 40J.5J05.01. All Phases.

II. **AUTHORIZE AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS**

**A. Action**

Authorize Amendment No. 2 to Agreement No. 33629 with P2S Engineering, Inc. to provide additional Programming and Construction Administration Services for the Roadway, Walkway, Grounds, Parking Lot (RWGPL) – Central Plant Phase II project at Los Angeles City College from November 6, 2014 through December 4, 2017 at a cost not to exceed $13,500 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $181,175.

**Background**

This agreement was authorized by the Board of Trustees on December 5, 2012 (Com. No. FPD1) with P2S Engineering, Inc. to complete project programming criteria documents based on load study findings and provide construction administration for this project. This proposed Amendment expands the scope of the Agreement to accommodate additional programming criteria services required by College and PMO requests to further expand the central plant capacity beyond its previously established...
limits. The intent is to meet revised current and future heating and cooling requirements of the College. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. RWGPL - Central Plant Phase II 31C.5173.05.06. Design Phase.

**B. Action**

Authorize Amendment No. 4 to Agreement No. 33378 with Peter M. Mitsakos & Associates Architects, Inc., d/b/a West Edge Architects to provide continued design services for the Temporary Facilities - K6 (EOP&S) Relocation project at East Los Angeles College from January 1, 2015 through December 31, 2015 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $12,470.

**Background**

This agreement was authorized by the Board of Trustees on August 10, 2011 (Com. No. FPD1) with Peter M. Mitsakos & Associates Architects, Inc., d/b/a West Edge Architects to serve as the Architect of Record for this project. The scope of work completed is construction administration services. The proposed amendment extends the term of the agreement to allow for special testing of the installed fire sprinkler support system to be conducted pursuant to an allowance made by the Division of the State Architect. The current installation requirements for fire sprinkler systems have changed and the existing system is being allowed by passing additional tests leading to certification by DSA. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Proposition A Bond proceeds. Temporary Facilities - K6 Relocation 02E.6277.04.06. Closeout Phase.

**C. Action**

Authorize Amendment No. 5 to Agreement No. 50221 with P2S Engineering, Inc. to provide continued civil, mechanical, electrical, plumbing, telecommunication and data engineering services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Director at East Los Angeles College from December 11, 2014 through December 10, 2015 at a cost not to exceed $50,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $351,800.

**Background**

This agreement was Authorized by the Board of Trustees on December 11, 2013 (Com. No. FPD1) with P2S Engineering, Inc. to provide additional civil, mechanical, electrical, plumbing, telecommunication and data engineering services on a Task Order basis campus-wide. The current need is to update the design of the underground utility infrastructure to include the Science Career & Mathematics complex and the Student
FPD1 – Resource Document

Success & Retention project and to allow for review and approval of the campus fire pump project by the Division of the State Architect. 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. Projects to be determined on an as-needed basis. All Phases.

D. Action

Authorize Amendment No. 6 to Agreement No. 33417 with Steven Fader Architects to extend the term for the provision of design services for the Student Learning Environment (SLE) – South of Mali – Classroom Modernization/Technology/Low Voltage project at Pierce College from November 30, 2014 to November 1, 2016 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $48,290.

Background

This agreement was authorized by the Board of Trustees on November 2, 2011 (Com. No. FPD1) with Steven Fader Architects to serve as the Architect of Record for this project. The scope of work completed is design services for the SLE - South of Mali - Classroom Modernization/Technology/Low Voltage (Temporary Village DSA Site Plan Approval) project. The proposed amendment is requested to provide additional time at no additional cost for continued construction administration services. The project is under review for the potential for use of an alternative delivery method. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Measure J Bond proceeds. SLE - South of Mali - Classroom Modernization/Technology/Low Voltage 35P.5535.03.03. Design Phase.

E. Action

Authorize actions for Amendment No. 1 to Agreement No. 33537 with FSY Architects, Inc. to provide bid package development and continued construction administration services for the Performing Arts Building Improvements project at Pierce College within the existing term of the agreement expiring on June 13, 2015 at no additional cost.

1. Ratify Amendment No. 1 to Agreement No. 33537 to provide these services from September 2, 2014 through November 5, 2014 at no additional cost.

2. Authorize Amendment No. 1 to Agreement No. 33537 to provide these services from November 6, 2014 through June 13, 2015 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $50,000.

Background
This agreement was authorized by the Board of Trustees on June 13, 2012 (Com. No. FPD1) with FSY Architects, Inc. to provide programming and design criteria services Design Consultant for this project. The scope of work completed is construction administration services for the Performing Arts Building Improvements. The amendment expands the scope of work to allow bid package development services for the removal of the wood slat ceiling and the reworking of the existing light fixtures mounted within the wood slat ceiling. Removal of the wood slat ceiling will address a safety concern identified by a Division of the State Architect field engineer and allow use of the mainstage and audience chamber while a permanent design solution is prepared. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Performing Arts Building Improvements 35P.5518.03.04. Construction Phase.

**F. Action**

Authorize Amendment No. 1 to Agreement No. 33705 with Bergman Dacey Goldsmith, A Professional Law Corporation to affirm the terms, conditions, and provisions of the “Request For Proposals (RFP) – Lead Construction Counsel – RFP DW – 024” are incorporated as part of the Agreement.

**Background**

This Agreement was ratified by the Board of Trustees on June 12, 2013 (Com. No. FPD1) for the provision of legal services and was issued pursuant to a competitive Request for Proposals process that began on December 28, 2012. As a result of the comprehensive review and selection process, the firm of Bergman, Dacey & Goldsmith was identified as the highest scoring Proposer and was awarded the Agreement. This Amendment affirms the terms, conditions, and provisions of the RFP are incorporated as part of the Agreement.

**Funding and Development Phase**

Funding is through the District-wide Legal Expense Fund, or from Measure J funds.

**III. RATIFY AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS**

**Action**

Ratify Amendment No. 1 to Agreement No. 33704 with GovPlace, Inc. to provide continued Information Technology Planning and Implementation services for the Global Address List (GAL) project District-wide from June 1, 2014 through November 5, 2014 at a cost no additional cost. The project is now complete.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $62,600.

**Background**

This agreement was authorized by the Board of Trustees on June 12, 2013 (Com. No. FPD1) with GovPlace, Inc. to provide Global Address List (GAL) services for the Group Messaging/Portal/Student Email project and was selected through a competitive request for
proposal process. The completion of the work, including knowledge transfer for LACCD staff and for additional testing and troubleshooting, took additional time. The project is now complete.

**Funding and Development Phase**

Funding is through Measure J Bonds proceeds. Group Messaging/Portal/Student Email 40J.5J05.10. All Phases.

**IV. AUTHORIZE SERVICES AGREEMENT**

**Action**

Authorize a Service Agreement with Universal Reproductions, Inc. d/b/a Universal Reprographics, Inc. to provide plan room and printing services for construction related reprographics services from December 1, 2014 and through November 30, 2017 at a cost not to exceed $1,000,000.

**Background**

The purpose of this agreement is to obtain plan room and printing services to provide reproducing, reprinting, or copying services for graphic material primarily by mechanical, photographic, or electronic means.

This Service Agreement is the result of formal competitive bidding. Six (6) vendors requested bid packages. Bids were requested on a unit price basis for the purpose of determining the lowest responsible bidder. Two (2) responsive bids were received ranging from $56,885 to $84,700.

**Funding and Development Phase**

Funding is through Propositions A/AA and Measure J Bond proceeds along with other funds as applicable. Plan Room and Printing Services 40J.95.05. Construction Phase.

**V. RATIFY AMENDMENT TO SERVICE AGREEMENT**

**Action**

Authorize the following actions for Amendment No. 1 to Service Agreement No. 33418 with Tule Peak Timber to provided continued wood material storage services for the Media and Performing Arts Center project at Los Angeles Valley College from November 3, 2014 through November 2, 2016 at a cost of $4,800:

1. Ratify Amendment No. 1 to Agreement No. 33418 to provide these services from November 3, 2014 through November 5, 2014 at a cost of $20.

2. Authorize Amendment No. 1 to Agreement No. 33418 to provide these services from November 6, 2014 through November 2, 2016 at a cost of $4,780.

**Background**

On November 2, 2011 (Com. No. FPD1), the Board of Trustees authorized Agreement No. 33418 with Tule Peak Timber to provide wood milling services for the term of thirty-six months beginning November 3, 2011 through November 2, 2014 for the Media and
Performing Arts Center project. The amendment extends the term of the storage agreement until the Media Arts Performing Arts project is completed and ready to receiving the stored wood paneling. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Media and Performing Arts Center 38V.5801.02. Construction Phase.

**VI. AUTHORIZE CONSTRUCTION CONTRACTS**

**A. Action**

Authorize a contract with Masters Contracting Corporation to provide general construction services for the Roadway, Walkway, Grounds, Parking Lot (RWGPL) - Red Line Pedestrian Corridor project at Los Angeles City College at a cost of $5,397,000. Consistent with Board Rule 7100.10, authorize the Chief Facilities Executive to authorize change orders, each change order not to exceed ten percent (10%) of the original contract price, without re-bidding, subject to subsequent Board ratification.

**Background**

This contract is the result of formal competitive bidding. Fifteen (15) contractors attended the pre-bid conference. Six (6) responsive bids were received ranging from $5,397,000 to $6,960,000. This construction contract is for approximately 53,325 square-feet of campus site improvements, landscaping work and electrical utility work including new stairs, new ramps, new light fixtures, new steel fence, new signage, new marquee with LED display monitor, and new kiosk with LCD monitor. This contract was reverted to Design-Bid-Build from Design-Build in order to comply with the grant procurement requirements of the Los Angeles County Metropolitan Transportation Authority.

**Award History**

This contract represents the 13th awarded to this company through the Bond Program and a cumulative original award total of $49,297,441. Previous awards have been given to this company for the Second Access Road project at West Los Angeles College and the Campus Modernization Phase II project at Los Angeles Mission College.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds, MTA Grants FY 2007/2008 and FY 2011/2013, and Federal Transportation Grants. RWGPL - Red Line Pedestrian Corridor, 01C.6173.05.03, 11C.7173.05.03, 31C.5173.05.03. Construction Phase.

**B. Action**

Authorize a contract with Climatec, LLC to provide general construction services for the Pneumatic to Digital Direct Controls project at East Los Angeles College at a cost of $675,888. Consistent with Board Rule 7100.10, authorize the Chief Facilities Executive to authorize change orders, each change order not to exceed ten percent (10%) of the original contract price, without re-bidding, subject to subsequent Board ratification.

**Background**
This contract is the result of formal competitive bidding. Four (4) contractors requested bid packets. One (1) responsive bid was received at $675,888. This construction contract is for replacement of pneumatic controls with digital direct controls in five existing buildings (Buildings C1, E-9, G-3, K-5 & K-7).

Funding

Funding is through Proposition 39 Funds. Non-Bond project.

C. Action

Authorize a contract with Acco Engineered Systems Inc. to provide general construction services for the Tech Ed EMS Upgrade and Central Plant Tie In project at Los Angeles Southwest College at a cost of $586,651. Consistent with Board Rule 7100.10, authorize the Chief Facilities Executive to authorize change orders, each change order not to exceed ten percent (10%) of the original contract price, without re-bidding, subject to subsequent Board ratification.

Background

This contract is the result of formal competitive bidding. Eight (8) contractors requested bid packets. Three (3) responsive bids were received ranging from $586,651 to $961,102. This construction contract is to install energy management controls and to tie the Tech Ed building to the Central Plant.

Funding

Funding is through Proposition 39 and Scheduled Maintenance Funds. Non-Bond project.

D. Action

Authorize a contract with South Coast Mechanical to provide general construction services for the Field House Roof A/C Units project at Los Angeles Southwest College at a cost of $112,149. Consistent with Board Rule 7100.10, authorize the Chief Facilities Executive to authorize change orders, each change order not to exceed ten percent (10%) of the original contract price, without re-bidding, subject to subsequent Board ratification.

Background

This contract is the result of formal competitive bidding. Three (3) contractors requested bid packets. Two (2) responsive bids were received ranging from $112,149 to $129,539. This construction contract is for replacement of existing HVAC package units at the Field House Building.

Funding

Funding is through Locally Funded Deferred Maintenance Fund. Non-Bond project.
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 identified below at the listed campus for the amounts 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 PERCENTAGE OF ORIGINAL CONTRACT COST</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>
| Clausen Hall Modernization Los Angeles City College 31C.5107.03 | Liberty Mutual Insurance Company No. 33357-1 | $12,611,789 | Unilateral CO No. 36 for $96,705. 0.77% Unilateral CO No. 37 for $31,986. 0.25% | $21,694 | Unforeseen Conditions:  
- Abate discovered potentially hazardous materials not shown on as-built drawings.  
- Remove and replace existing flooring discovered to be unusable.  
Additional Requirements:  
- Lower the soffit to accommodate sprinkler main line per AOR.  
- Supply a roof access ladder per AOR.  
- Demolish existing concrete slab to comply with accessibility code requirements per AOR. |
<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 PERCENTAGE OF ORIGINAL CONTRACT COST</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>
| East Los Angeles Stadium Marquees East Los Angeles College 32E.5235.02 | Western Group, Inc. No. 33351 | $1,005,000 Funding is through Measure J Bond proceeds. | CO No. 2 for $21,345. 2.13% CO No. 3 for $1,217. 0.12% | $35,391 | College Requests:  
- Update tube cable for three (3) electronic signs to meet campus standards.  
- Add PC equipment/hardware/software to facilitate the updates to the electronic messaging operating system.  
- Change the brick veneer color panel. |
| Marquee Sign Modernization Los Angeles Harbor College 33H.5366.02.03 | National Sign & Marketing No. 33302 | $809,677 Funding is through Measure J Bond proceeds. | CO No. 2 for $34,903. 4.31% | N/A | Additional Requirements:  
- Install additional steel to secure the marquee display sign per the Division of the State Architect. |
Learning Assistance Center/Library Renovation
Los Angeles Trade-Technical College
37T.5702.03.01

<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION</th>
<th>CONTRACTOR NAME</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and PERCENTAGE OF ORIGINAL CONTRACT COST</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>
|                         | Suffolk Construction Company, Inc. No. 33009 | $21,514,634 | CO No. 13 for $155,765. 0.72% | $50,884 | Unforeseen Conditions:  
- Remove an existing concrete footing not shown on as-built drawings discovered to interfere with the installation of the new sewer line.  
- Remove discovered transite piping not shown on as-built drawings.  
- Provide floor grinding and preparation to bring existing floor to design elevation.  
College Request:  
- Provide additional ceiling wireless access points.  
- Provide data wiring of computer tables.  
- Provide additional power supply for the copy room equipment and exit sign.  
Additional Requirements:  
- Add smoke guard doors at elevator per Division of the State Architect (DSA) Field Inspector requirement.  
- Provide additional timers and alarms required by the Commissioning Agent for the Mechanical Systems Performance test.  
- Remove and replace existing site concrete at entry locations to achieve slope required to meet ADA standards per DSA Field Inspector. |

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 ORDERS FOR CONSTRUCTION CONTRACT LESS THAN $30,000 ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY

Action

Ratify Change Order for additional construction services for the projects identified below at the listed campus for the amounts 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>Jefferson Hall - ADA Concrete Flatwork Los Angeles City College 31C.5111.03</td>
<td>Rafael 26 Construction, Inc. No. 33758</td>
<td>$17,000 Funding is through Measure J Bond proceeds.</td>
<td>CO No. 1 for $3,500. $3,500.</td>
<td>Unforeseen Condition: • Repair an inoperative storm drain line discovered within a path of travel and not shown on as-built drawings.</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 for each item is shown in the table above. Construction Phase.

IX. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACT

A. Action

Authorize Acceptance of Completion of Contract No. 33758 with Rafael 26 Construction, Inc. to provide general construction services for the Jefferson Hall Modernization - ADA Concrete Flatwork project at Los Angeles City College with a substantial completion date of August 1, 2014.

Background

This contract was authorized by the Board of Trustees on November 6, 2013 (Com. No. FPD1).
The total cost of this contract is $20,500.

Funding and Development Phase

Funding is through Proposition AA and Measure J Bond proceeds. Jefferson Hall Modernization 11C.7111.03, 31C.5111.03. Construction Phase.

B. Action

Authorize Acceptance of Completion of Contract No. 4500200770 with Chapman Coast Roof Company, Inc. to provide general construction services for the Repair Arcade Main Entrance Roof project at Los Angeles Valley College with a substantial completion date of October 1, 2014.

Background

This contract was authorized by the Board of Trustees on June 11, 2014 (Com. No. FPD1).

The total cost of this contract is $58,187.

Funding and Development Phase

Funding is through 2013-14 One-Time Block Grant for Physical Plant Funds. Non-Bond project.

X. AUTHORIZE AMENDMENTS TO LEASE AGREEMENTS

A. Action

Authorize Amendment No. 3 to Agreement No. 32616 with M/Space Holdings for 12 months for eight (8) 12' x 48' modular buildings and two (2) 14' x 48' modular units to be used by the College Project Team (CPT) for the CPM Facilities FF&E project at Pierce College from January 11, 2015 through January 10, 2016 at a cost of $86,041. If applicable, all sales tax shall be paid.

Inclusive of this amendment, the total amount of this lease agreement is $559,237.

Background

This agreement was authorized by the Board of Trustees on October 7, 2009 (Com. No. FPD1). It is requested the term of the lease be extended to continue the use of ten modular units utilized by the College Project Team at Pierce College.

Funding and Development Phase

Funding is through Measure J Bond proceeds. FF&E - Pierce 40J.5555.05. Construction Phase.

B. Action

Authorize Amendment No. 4 to Agreement No. 32450 with McGrath Rent Corp. d/b/a Mobile Modular Management Corporation to extend the lease agreement for the College Project Team (CPT) trailer for twelve additional months at Los Angeles Southwest
College from January 1, 2015 through December 31, 2015 at a cost of $24,684. If applicable, all sales tax shall be paid.

Inclusive of this amendment, the total amount of this lease agreement is $168,296.

Background

This agreement was authorized by the Board of Trustees on May 13, 2009 (Com. No. FPD1). It is requested the term of the lease be extended to continue the use of the trailer as on-site CPT offices. The lease agreement can be terminated with thirty (30) days written notice.

Funding and Development Phase

Funding is through Measure J Bond proceeds. FF&E - Southwest 40J.5655.05.

Construction Phase.

XII. AUTHORIZE AMENDMENTS TO DESIGN-BUILD AGREEMENTS

A. Action

Authorize Amendment No. 4 to Design-Build Agreement No. 33741 with Harper Construction Company, Inc. for additional Design-Build services for the Holmes Hall Modernization project at Los Angeles City College including credits in the amount of $(115,168) and costs in the amount of $24,874 for a total credit of $(90,295) inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $40,253,187.

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 January 16, 2013 (Com. No. FPD3). This Design-Build agreement with Harper Construction Company, Inc. was authorized by the Board of Trustees on September 11, 2013 (Com. No. FPD1).

The following additional Design-Build services are proposed and are requested to be authorized:

1. Due to requests by the college:
   - Reduce and redistribute number of data and associated power outlets.

2. Due to additional requirements:
   - Upgrade from fixed to sliding chalk/marker boards for Holmes Hall due to discrepancy between plans and specifications per Architect of Record.
   - Reduce length of hydronic pipe added by Amendment No. 1, Change Order 1 after additional subsurface investigation revealed that as-built drawings were not accurate.
Amendment No. 4 to Agreement No. 33741 includes Holmes Hall Modernization Change Order Nos. 5-HH and 6-HH.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds as applicable. Holmes Hall Modernization 01C.6110.03, 11C.7110.03, 31C.5110.03, B1C.5110.03. **Construction Phase.**

**B. Action**

Authorize the following actions for Amendment No. 1 to Design-Build Agreement No. 33801 with Harper Construction Company for additional Design-Build services for the Science Career & Mathematics Complex project at East Los Angeles College at a cost not to exceed $1,296,306, inclusive of eligible reimbursable expenses:

1. Ratify Amendment No. 1 to Agreement No. 33801 to provide additional Design-Build services at a cost of $74,746; and,

2. Authorize Amendment No. 1 to Agreement No. 33801 to provide additional Design-Build services at a cost of $1,221,560.

Inclusive of this amendment, the total cost of this Design-Build agreement is $53,971,771.

**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 July 11, 2012 (Com. No. FPD1). This Design-Build agreement with Harper Construction Company was authorized by the Board of Trustees on April 23, 2014 (Com. No. FPD1).

The following Design-Build services have been completed and are requested to be ratified:

Due to unforeseen conditions:

- Furnish a sound blanket for the construction barrier partition between the construction site and the existing occupied adjacent buildings.
- Dispose of additional concrete encased transite piping and asbestos lined piping discovered during the building excavation activities.

The following additional Design-Build services are proposed and are requested to be authorized:

Due to requests by the college:

- Provide design services for a proposed two-level building to possibly replace existing G8 and H8 Buildings currently slated for renovation. The new building shall utilize the criteria and design intent developed for renovation of existing G8 and H8 Buildings. The proposed scope of work shall include approval of plans and
specifications by the Division of the State Architect (DSA), construction administration, and closeout activities including certification by the DSA.

Amendment No. 1 to Agreement No. 33801 includes Change Order Nos. 1 and 2.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Science Career & Mathematics Complex 32E.5222.02.03, 32E.5222.02.05, 32E.5222.02.06. Construction Phase.

**C. Action**

Authorize the following actions for Amendment No. 1 to Design-Build Agreement No. 33785 with Davis Reed Construction, Inc for additional Design-Build services for the Old Administration Modernization project and Campus-Wide ADA Transition and Access Compliance project at Los Angeles Harbor College at a cost not to exceed $89,522 inclusive of eligible reimbursable expenses:

1. Ratify Amendment No. 1 to Agreement No. 33785 to provide additional Design-Build services at a cost of $6,153; and,

2. Authorize Amendment No. 1 to Agreement No. 33785 to provide additional Design-Build services at a cost of $83,369.

Inclusive of this amendment, the total cost of this Design-Build agreement is $13,786,112.

**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 December 5, 2012 (Com. No. FPD1). This Design-Build agreement with Davis Reed Construction, Inc was authorized by the Board of Trustees on February 12, 2014 (Com. No. FPD1).

The following additional Design-Build services have been completed and are requested to be ratified:

Due to additional requirements:

- Expanded the scope of work for the Campus Wide ADA Transition and Access Compliance project to include the installation of truncated domes at the sidewalks of the P.E. and Wellness Center to immediately resolve a safety issue.

The following additional Design-Build services are proposed and are requested to be authorized:

Due to a request from the College:

- Expand the scope of work for the Campus Wide ADA Transition and Access Compliance project to include the P.E. Wellness Center and the Technology Building to resolve accessibility issues.
Amendment No. 1 to Agreement No. 33785 includes Change Order Nos. 1 and 2.

**Funding and Development Phase**

Funding is through Measure J Bond Proceeds. Old Administration Modernization and Campus Wide ADA Transition and Access Compliance 40J.5302.03.01. All Phases.

**D. Action**

Authorize Amendment No. 12 to Design-Build Agreement No. 32144 with McCarthy Building Companies, Inc. to reduce the scope of the Design-Build services for the Facilities Maintenance Operation structure of the North Parking Garage/Facilities Maintenance Operation project at West Los Angeles College reducing the value of the Design-Build Agreement by $134,196 to a total revised value of $14,969,797.

**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 May 21, 2008 (Com. No. FPD1). This Design-Build agreement with McCarthy Building Companies, Inc. was authorized by the Board of Trustees on November 19, 2008 (Com. No. FPD1) to include the North Parking Garage project and the Facilities Maintenance Operation project at a cost not to exceed $31,025,083.

Subsequently, the Board of Trustees approved Amendments 1, 2, and 3 to this Design-Build Agreement to: meet the need for additional parking and to add a third entrance to improve traffic flow; provide for previously unidentified demolition and provide on-campus traffic controls related to construction along with additional site work; and provide temporary modular swing space to meet College operational requirements. The total value of these amendments was $11,117,865, increasing the cumulative value of the Design-Build Agreement to $42,142,948.

At the request of the college and due to budgetary constraints, on July 13, 2011 (Com No. FPD1), the Board of Trustees authorized Amendment No. 4 to this Agreement deleting the North Parking Garage project (placed on hold pending identification of additional funding) reducing the scope of the Facilities Maintenance Operation (FMO) project from the previously approved design (identified to become a separate structure at a reduced size) and reducing the cumulative value of the Design-Build Agreement by $30,713,633 to $11,429,315.

Additional Amendments 5 through 11 to this Design-Build Agreement were then approved by the Board of Trustees to: meet alternative campus parking and traffic management requirements; demolish temporary and obsolete facilities and restore the area to surface parking; and construct a traffic circle at a major campus intersection to facilitate student access to the center of the campus via public transit. The total value of these Amendments was $3,674,447 which increased the cumulative value of the Design-Build Agreement to $15,103,762.

On January 15, 2014 (Com. No. FPD3), the Board of Trustees approved the West Los Angeles College Revised 2013-2036 Facilities Master Plan ("Master Plan") which included the revised and reduced scope for the Facilities Maintenance Operation project. The college subsequently submitted the Strategic Execution Plan which identified a budget of $3,012,407 for the Facilities Maintenance Operation project.
This proposed Amendment accommodates the following change to the project scope:

The size of the Facilities Maintenance Operations building has been reduced from 10,000 square feet to 7,500 square feet to more accurately reflect campus needs. Including escalation of costs since this Design-Build Agreement was established, the new budget will be $133,964 less than the cost originally approved.

Amendment No. 12 to Agreement No. 32144 includes Change Order No. 12.

Funding and Development Phase

Amendment No. 12 to Agreement No. 32144 includes Change Order No. 12.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Facilities Maintenance Operation 39W.5948.02. Construction Phase.

XII. RATIFY AMENDMENTS TO DESIGN-BUILD AGREEMENTS

A. Action

Placeholder

Ratify Amendment No. 16 to Agreement No. 32881 with Harper Construction Company, Inc. for additional Design-Build services for the School of Career & Technical Education project at Los Angeles Southwest College at a cost not to exceed $148,924.

Inclusive of this amendment, the total cost of this Design-Build agreement is $36,970,285.

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 December 3, 2008 (Com. No. FPD1). This Design-Build agreement with Harper Construction Company, Inc. was authorized by the Board of Trustees on April 14, 2010 (Com. No. FPD1).

The following additional Design-Build services have been completed and are requested to be ratified:

1. Due to requests by the college:
   - Furnish and install the infrastructure for one wall-mounted short-throw projector;
   - Furnish and install additional data drops for fax, copiers, and analog phone lines;
   - Provide constructability review/design assist of the Campus High Voltage loop;
   - Furnish and install television and SMART Board in the Multi-purpose Room.

2. Due to unforeseen conditions:
   - Replace existing asphalt with concrete due to the discovery of unforeseen cracks in the asphalt.
   - Remove existing concrete duct bank underneath the planter footing discovered during trenching and not shown in the as-built drawings or demolition drawings.
Removal of unforeseen concrete duct bank was necessary to install planter footings per approved plans and specification.

Amendment No. 16 to Agreement No. 32881 includes Change Order Nos. 20 and 21.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. School of Career & Technical Education 36S.5631.02. Construction Phase.

**B. Action**

Ratify Amendment No. 26 to Agreement No. 33063 with Hensel Phelps Construction Co. for additional Design-Build services for the School of Math & Sciences and Fitness and Wellness Center projects at Los Angeles Southwest College at a cost not to exceed of $36,352 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $99,241,323.

**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 19, 2009 (Com. No. FPD1). This Design-Build agreement with Hensel Phelps Construction Co. was authorized by the Board of Trustees on August 11, 2010 (Com. No. FPD1).

The following Design-Build services have been completed and are requested to be ratified:

1. Due to requests by the college:
   - Provide safety fence and “No Trespassing” signs at the School of Math & Sciences building site.

2. Due to unforeseen conditions:
   - Patch cracks in the south concrete wall of the Fitness and Wellness Center, discovered during the final window system water pressure test, and apply elastomeric paint.

Amendment No. 26 to Agreement No. 33063 includes Change Order Nos. 48 and 49.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. School of Math & Sciences B6S.5618.03.01, Fitness and Wellness Center 36S.5618.03.01. Construction Phase.

XIII. **AUTHORIZE PURCHASE ORDER**

**Action**
Pursuant to Public Contract Code 20653, a) find it is in the best interest of the District to procure under the authority of the California Multiple Award Schedule (CMAS)/SIGMAmed. Contract No. 31-11-70-2488, and b) authorize the purchase of Cisco Systems hardware for the Campus Student Center Bookstore project at East Los Angeles College at a cost of $122,661. If applicable, all sales tax shall be paid.

Background

LACCD is authorized to utilize the above contract through CMAS, a California State supported program under the Department of General Services that was created to provide an equipment purchasing vehicle for publicly funded agencies. Delivery and setup are included.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Campus Student Center Bookstore 32E.5231.02 Construction Phase.

XIV. RATIFY FACILITIES USE AGREEMENT FOR THE DISTRICT AND RENTAL AGREEMENT

Action

A. Ratify a Facilities Use Agreement for the District with the City of Los Angeles, Department of Recreation and Parks – Hjelte Sports Complex for use of a baseball field by the Athletic Training Facility (ATF) project at Los Angeles Valley College from October 1, 2014 through May 20, 2016; and

B. Ratify payment from Bond proceeds to the City of Los Angeles, Department of Recreation and Parks – Hjelte Sports Complex for the rental of a baseball field for use by the ATF project at Los Angeles Valley College from October 1, 2014 through May 20, 2015 at a cost of $5,560.

Background

The College’s baseball fields have been demolished to allow for the construction of the ATF project which will include new fields when complete. The Use Agreement is a permit that is issued by the City of Los Angeles allowing use of a baseball field. The Rental Agreement establishes the terms for use and payment to be made for the baseball field. Both allow the continued provision of a location for the baseball program on an interim basis.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Athletic Training Facility 38V.5837.02 Construction Phase.

XV. AUTHORIZE PURCHASE OF BUILDING PROGRAM INSURANCE COVERAGE

Action

Authorize the purchase of Owner’s Protective Professional Indemnity Insurance with Catlin Insurance Company, Inc. in support of the activities of the Bond-funded Building Program of the Los Angeles Community College District from November 16, 2014 through November 15, 2017 at a cost of $797,787.

Background
On February 10, 2010 (Com No. FPD1), the Board of Trustees ratified Agreement No. 33450 with Catlin Insurance Company, Inc. to provide Owner’s Protective Professional Indemnity Insurance for a time period of five (5) years beginning on November 16, 2009 and expiring on November 15, 2014. The Owner’s Protective Professional Indemnity Insurance policy covers design errors and omissions. Premiums are based on the annual construction value during the policy period and are subject to audit adjustment. Catlin Insurance Company, the incumbent provider, was recommended by the District OCIP Broker, Alliant, and the District’s OCIP Risk Manager, Bickmore (formerly Ron Rakich & Associates).

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. District Wide Insurance 10D.6098.05, 20D.7098.05, 40J.5387.05. Construction Phase.

XVI. RATIFY PURCHASE OF BUILDER’S RISK INSURANCE COVERAGE

Action

Ratify the purchase of a Builder’s Risk Insurance Policy with Catlin Insurance Company, Inc. (Catlin) for coverage of the Media Arts Building at Los Angeles Mission College from October 1, 2014 through completion and payment of the Premium at a cost not to exceed $91,771 inclusive of estimated applicable taxes and fees.

Background

The previous Builder’s Risk Insurance Policy was issued by Lexington Insurance Company and which expired on September 30, 2014. Lexington had advised that they would not accept another extension and our current provider, Zurich, declined to offer coverage. Our Broker went out to seek proposals from the insurance marketplace. Two proposals were received and evaluated by the Broker and our OCIP Risk Manager, Bickmore. Both recommended Catlin for the single Builder’s Risk Insurance Policy which was bound for coverage on October 1, 2014. The $91,771 Premium covers the project through the projected completion and includes estimated applicable taxes and fees.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds.

XVII. ADOPT A TITLE VI PLAN

Action

Adopt a Title VI Plan as required by the federally-funded transit grant from the Los Angeles County Metropolitan Transit Authority (LACMTA).

Background

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. The Federal Transportation Administration (FTA) requires agencies receiving such funding to demonstrate compliance with Title VI by submitting a Title VI Plan. The Board of Trustees approved its first Grantee Service Agreement for the receipt of federal funding for a project on September 21, 2005 (Com. No. FPD1). Since the District receives federal funding as a sub-recipient to LACMTA
for transit enhancement projects at Los Angeles City College, Los Angeles Southwest College and Los Angeles Trade-Technical College, it is required to adopt and submit a Title VI Plan to maintain its federal funding eligibility.

The Title VI Plan emphasizes improving greater access and public participation to Limited English Proficient (LEP) populations around those areas where the transit projects occur. As a result, the District as part of its Title VI Plan will translate its discrimination complaint form and procedures into Spanish, Chinese, Korean, and Armenian and provide translation services to public members wishing to address the Board of Trustees on agenda items related to all federally-funded transit projects.

XVIII. ADOPT FINDING OF BIDDING IMPRACTICABILITY AND AUTHORIZE AN AWARD OF CONTRACT

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 Best Contracting Services to repair a portion of the clay tile roofing and underlayment of the Administrative Services building located at Los Angeles Mission College:

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; and

2. Authorize the award of a contract to Best Contracting Services to repair a portion of the clay tile roofing and underlayment at a cost not to exceed $27,475.

Background

On June 11, 2014 (Com. No. FPD1), the Board of Trustees authorized a contract with Best Contracting Services (“Best”) for the Campus Wide Roof Repairs project at Los Angeles Mission College at a cost of $66,815.

During construction, Best discovered that approximately 2,000 square feet of the roof at the Administrative Services Building required additional work not included in the original contract. The clay tiles and underlayment in this area deteriorated due to water intrusion caused by broken roof tiles and the extent of which was invisible during the initial inspection. Best provided an estimate for this additional work of $27,475 which exceeds the maximum limit of 10% of original contract value for a change order.

It is requested that the Board of Trustees consider the application of the public bidding process for this secondary portion work to be impractical due to the following:

1. The majority of the work to repair the roof of the Administration Building through the Campus Wide Roof Repairs Project (“Project”) is underway or already completed by Best;
2. The additional work required to repair the entire roof of the Administration Building as originally intended by the Project is additional yet beyond the 10% limit;
3. Bidding of the additional scope of work has been determined to result in greater expense than if the additional work is completed by Best.
4. The discovered deteriorated condition of the roof presents a potential threat to life and property and because Best is already mobilized can readily remediate the condition.

Staff recommends authorization of a contract with Best Contracting Services, Inc. at a cost not to exceed $27,745.

Funding and Development Phase

Funding for this project is through Locally Deferred Maintenance Funds. Construction Phase.

XIX. AUTHORIZE PAYMENT OF RECOVERED WAGES AND PENALTIES BY PROGRAM MANAGER

Action

Authorize the Bond Program Manager to make payments to certain public agencies and disbursements to the District related to California Labor Code and prevailing wage non-compliance by certain contractors as shown below including direct disbursement of wages due to workers from contract funds withheld pursuant to the California Department of Industrial Relations (DIR) approved “Notices of Withholding of Contract Payments” (“NOWs”):

- Penalty amounts shall be withheld by the Bond Program from the associated construction contract and paid to the Proposition A/AA and Measure J Bond Funds;

The Labor Compliance Program (LCP) currently has one (1) case which is pending disbursement, as follows:

1) LCP Case No. 11-003-LACC
   Location: Los Angeles City College
   Project: Jefferson Hall Modernization
   Project No.: 31C.5111.03
   Contract No.: 32787
   Prime Contractor: PCNS, Inc.
   Subcontractor: N/A

   Wages: $ 0.00
   Training Funds: $ 0.00
   Penalties: $6,535.00
   Total: $6,535.00

Background

The DIR approved the Los Angeles Community College District’s (“District”) Labor Compliance Program (“LCP”) on June 9, 2004. The District applies its LCP to (1) public works projects that use funds derived from state-issued Bonds and (2) design-build projects. The District’s LCP is responsible for monitoring and enforcing contractor compliance with the California Labor Code as it relates to the payment of prevailing wages and utilization of apprentices. In fulfilling its responsibilities, the LCP must, among other things, collect and review certified payroll records, perform audits and investigations and, in the event it determines that a contractor has violated the Labor Code, issue NOWs assessing back wages and penalties against the contractor and affected subcontractor. The District is
obligated to withhold contract funds in the amount of the NOW upon issuance; to the extent funds are available.

As stipulated in the District's LCP and required by law, the District must obtain approval of its “Request for Approval of Forfeiture” from the DIR prior to issuing and enforcing a NOW. Once a NOW is issued, contractors have 60 days in which to appeal the NOW or pay the forfeiture. After that time expires, the NOW becomes a “final order” that is no longer appealable.

Under certain circumstances, the NOW becomes a “final order” and neither the affected contractor(s) nor the surety has satisfied the amounts due. If the District has withheld contract funds, the District is obligated to ensure that the appropriate recipients obtain the money due to them. The District has determined that the best way to perform this duty is to transfer the withheld contract funds to the appropriate recipients.

Currently the District must disburse $6,535.00 as a result of recent wage recovery efforts. It is requested that the Board authorize the Program Manager to fulfill this obligation by withholding and distributing funds as appropriate.

**Funding Source and Development Phase**

Funding is through Proposition A/AA, and Measure J Bond proceeds directly derived from the affected project as identified above. All Phases.