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**El Camino Community College District
Board of Trustees**

**Agenda, Monday, July 16, 2012
Board Room
4:00 p.m.**

- I. Roll Call, Pledge of Allegiance to the Flag**
- II. Approval of Minutes of the Regular Board Meeting of June 18, 2012,
Pages 5-7**
- III. Presentation – 2012 Facilities Master Plan Update**
- IV. Public Hearing – none**
- V. Public Comment on Consent Agenda**
- VI. Consent Agenda – Recommendation of Superintendent/President, Discussion
and Adoption**
 1. Academic Affairs
*See Academic Affairs Agenda,
Pages 8-10*
 2. Student and Community Advancement
*See Student Services Agenda,
Pages 11-12*
 3. Administrative Services
See Administrative Services Agenda, Pages 13-25
 4. *See Measure “E” Bond Fund Agenda,
Pages 26-34*
 5. *See Human Resources Agenda,
Pages 35-59*
 6. Compton Community Educational Center
*See Compton Community Educational Center
Agenda, Pages 60-64*
 7. Superintendent/President
*See Superintendent/President Agenda,
Pages 65-67*

VII. Non-Consent Agenda, Pages 68-144

- A. Bond Resolution #07-16-2012-1 (Election of 2002, Series 2012C)
- B. Bond Refunding Resolution #07-16-2012-2 (Election 2002, Series 2006B)
- C. Bid Award - Utility Infrastructure Project Phase 2
- D. 2012 Facilities Master Plan Update
- E. Resolution #07-16-2012-3 Ordering an Election, and Establishing Specifications of the Election Order

VIII. Public Comment on Non-Agenda Items

IX. Oral Reports

- A. Academic Senate Report
- B. Compton Center Report
- C. Board of Trustees Report
- D. President's Report

X. Closed Session

- A. Existing Litigation, Brown Act, Section 54956
 - 1. Case # BC400227
- B. Labor Relations, Brown Act Section 54957.6, Mr. Spencer Covert, District Labor Negotiator
 - 1. El Camino College Federation of Teachers, Local 1388
- C. Conference With Legal Counsel -Anticipated Litigation, Significant Exposure to Litigation Pursuant to Subdivision (b) Brown Act Section 54956.9
 - 1. 13 Cases
- D. Public Employee Discipline/Dismissal/Release, Brown Act Section 54957

Board of Trustees Meeting Schedule for 2012

4:00 p.m. Board Room

Monday, July 16, 2012
Monday, August 20, 2012
Tuesday, September 4, 2012
Monday, October 15, 2012
Monday, November 19, 2012
Monday, December 17, 2012

Board Policy 1200 The El Camino College Mission, Philosophy, Values And Guiding Principles

Vision Statement

El Camino College will be the College of choice for successful student learning, caring student services and open access. We, the employees, will work together to create an environment that emphasizes people, respect, integrity, diversity and excellence. Our College will be a leader in demonstrating accountability to our community.

Mission Statement

El Camino College offers quality, comprehensive educational programs and services to ensure the educational success of students from our diverse community.

Statement of Philosophy

Everything El Camino College is or does must be centered on its community. The community saw the need and valued the reason for the creation of El Camino College. It is to our community that we must be responsible and responsive in all matters educational, fiscal and social.

Statement of Values

Our highest value is placed on our students and their educational goals, interwoven in that value is our recognition that the faculty and staff of El Camino College are the College's stability, its source of strength and its driving force. With this in mind, our five core values are:

People – We strive to balance the needs of our students, employees and community.

Respect – We work in a spirit of cooperation and collaboration.

Integrity – We act ethically and honestly toward our students, colleagues and community.

Diversity – We recognize and appreciate our similarities and differences.

Excellence – We aspire to deliver quality and excellence in all we do.

Guiding Principles

The following guiding principles are used to direct the efforts of the District:

El Camino College must strive for distinction in everything the College does—in the classroom, in services and in human relations. Respect for our students, fellow employees, community and ourselves, must be our underlying goal.

Cooperation among our many partners including other schools and colleges, businesses and industries, and individuals is vital for our success.

Access and success must never be compromised. Our classrooms are open to everyone who meets our admission eligibility and our community programs are open to all. This policy is enforced without discrimination and without regard to gender, ethnicity, personal beliefs, abilities or background.

Strategic Initiatives

- A. Enhance teaching to support student learning using a variety of instructional methods and services.
 - B. Strengthen quality educational and support services to promote student success.
 - C. Foster a positive learning environment and sense of community and cooperation through an effective process of collaboration and collegial consultation.
 - D. Develop and enhance partnerships with schools, colleges, universities, businesses, and community-based organizations to respond to the workforce training and economic development needs of the community.
 - E. Improve processes, programs, and services through the effective use of assessment, program review, planning, and resource allocation.
 - F. Support facility and technology improvements to meet the needs of students, employees, and the community.
 - G. Promote processes and policies that move the College toward sustainable, environmentally sensitive practices.
- Adopted: 1/16/01, Amended: 1/22/02, 6/18/07, 6/21/10

BOARD PRESENTATIONS AND REPORTS 2012-2013

<i>Month</i>	<i>Presentation</i>	<i>Report</i>
July	Compton Center Accreditation Status Report	Comprehensive Master Plan
August	Budget	Notice of Public Hearing Quarterly Fiscal Status FTES – Both Locations
September	Financial Aid	Budget Adoption Accreditation Follow-up Report
October	Student Success Task Force	Staff Development/Diversity
November	Program Review, Planning and Budgeting	FTES – Both Locations Quarterly Fiscal Status
December	Foundation Annual Report	Success and Retention (including basic skills)
January	Student Success	Annual Financial Audit
February		Quarterly Fiscal Status
March	Community Advancement	Full Time Equivalent Student (FTES) – Both Locations
April	Citizens Oversight Committee	Measure E-Bond Annual Report
May	Accountability Reporting for Calif. Community Colleges (ARCC)	Quarterly Fiscal Status
June	Title V grants (Graduation Initiative, STEM)	Tentative Budget Planning & Budget Calendar

June 2012

EL CAMINO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING OF
Monday, June 18, 2012

The Board of Trustees of the El Camino Community College District met at 4 p.m. on Monday, May 21, 2012, in the Board Room at El Camino College.

The following Trustees were present: Trustee William Beverly, President; Trustee Maureen O'Donnell, Vice President; Trustee Mary E. Combs, Secretary; Trustee Kenneth A. Brown, Member; Trustee Ray Gen, Member; and Student Member Jasmine Hormati.

Also present were Dr. Thomas M. Fallo, Superintendent/President; Dr. Francisco Arce, Vice President, Academic Affairs; Ms. Jo Ann Higdon, Vice President, Administrative Services; Dr. Jeanie Nishime, Vice President, Student and Community Advancement; Ms. Barbara Perez, Vice President, Compton Community Educational Center; and Dr. Lynn Solomita, Interim Vice President, Human Resources.

Minutes of the Regular Board Meeting of May 21, 2012

The Minutes of the Regular Board Meeting of May 21, 2012 were approved.

Oath of Office

Student Member Jasmine Hormati took the Oath of Office.

Presentations

Public Opinion Strategies, Mr. Stephen Kinney
Title V Grants (Graduation Initiative, STEM), Dr. Jeanie Nishime.

Consent Agenda

It was moved by Student Trustee O'Donnell, seconded by Trustee Combs, that the Board adopt the items presented on the agenda in the following areas.

Academic Affairs

Center for the Arts Presentations – 2012-2013 Season
Proposed Curriculum Changes Effective 2012-2013 Academic Year

Student and Community Advancement

Community Education Classes for Summer 2012
Community Education Classes for Foster Youth Programs for Summer 2012
Grants

Administrative Services

Resolution – District Appropriation Limit for 2012-2013

Interfund Transfers

Year-End Appropriation Transfers 2011-2012

Interfund Transfer for 2011-12

Contracts Under \$81,000

Contracts Over \$81,000

Amendments

Carpet and Flooring – Contractual/Cooperative

Purchase Orders and Blanket Purchase Orders

Measure E Bond Fund

Category Budgets and Balances

Bid Award 2011-9 – Athletic Education & Fitness Complex – Phase 1

Bid Award 2011-8 – Inglewood Fire Academy – Paving Improvement Project

Change Order – Al Shankle Construction Company – Social Science Modernization Project

Change Order - HPS Mechanical, Inc. – Electrical Data Conversion Project

Change Order – Taisei Construction Corporation – Math Business Allied Health Project

Notice of Job Completion – Al Shankle Construction Company – Social Science Modernization Project

Purchase Orders and Blanket Purchase Orders

Human Resources

Employment and Personnel Changes

Temporary Non-Classified Service Employees

Stipends for Compton Educational Center

Student Jasmine Hormati recorded a yes advisory vote. Motion carried.

Tentative Budget 2012-2013

It was moved by Trustee O'Donnell, seconded by Trustee Combs, that the Tentative Budget, including the General Funds, Unrestricted and Restricted, General Fund-Compton Center Related, General Fund-Special Programs, Student Financial Aid Fund, Workers' Compensation Fund, Child Development Fund, Capital Outlay Projects Fund, General Obligation Bond Fund, Property and Liability Self-Insurance Fund, Dental Self-Insurance Fund, Post-Employment Benefits Fund, and Bookstore Fund for the 2012-2013 fiscal year be submitted to the Board for adoption at the June 18, 2012 meeting.

California Code Regulations Section 58305(a) requires that, on or before the first day of July, each community college district shall file a tentative budget with the County Superintendent of Schools. The Tentative Budget is posted on the El Camino College web site in the Administration, Board of Trustees section at:

http://www.elcamino.edu/administration/board/agendas/2008/Tentative_Budget_2012-13.pdf

Student Jasmine Hormati recorded a yes advisory vote. Motion carried.

Compton Community Educational Center

Compton Community Educational Center Transfer/Career Center was presented as an informational item.

Public Comment

Following items were addressed: Ms. Martha Madison, course offerings; Mr. Nehasi Lee, tentative budget and Dr. Nishime's presentation; Ms. Luukia Smith, Compton stipends; Ms. Antoinette Churn, bond extension; Mr. Joshua Casper, Student Trustee position.

Closed Session

Regular Meeting adjourned to a Closed Session at 6:18 p.m. which ended at 7:30 p.m.

Mary E. Combs, Secretary of the Board

Thomas M. Fallo, Secretary to the Board

**Agenda for the El Camino Community College District Board of Trustees
from
Academic Affairs
Francisco Arce, Vice President**

Page No.

A. Board Policy 5070 (Attendance) – Adoption9

ACADEMIC AFFAIRS

A. BOARD POLICY 5070 (ATTENDANCE) – ADOPTION

It is recommended that the Board accept for adoption Board Policy 5070, as attached.

Board Policy 5070**Attendance**

The Superintendent/President shall, in consultation with the appropriate groups, develop and submit to the Board for approval an academic calendar with at least 175 days of instruction and/or evaluation in order to qualify for full apportionment from the State School Fund.

El Camino College
Policy
Adopted:

Agenda for the El Camino Community College District Board of Trustees
From
Student and Community Advancement
Jeanie M. Nishime, Vice President

Page No.

- A. International Travel.....12
- B. Comprehensive Master Plan – First Reading.....12

STUDENT AND COMMUNITY ADVANCEMENT

A. INTERNATIONAL TRAVEL

It is recommended that the Board of Trustees approve international travel for Bronwen Madden of the El Camino College Center for International Trade Development. Ms. Madden will travel with a delegation of 16 California businesses to Hong Kong to promote their products and seek distribution to grow their business, participate in the Hong Kong Food Expo, sponsored by the Hong Kong Trade Development Council and California State Trade and Export Promotion (California STEP) Project. The Expo is scheduled August 13-20, 2012 in Hong Kong, China. Expenses of \$1,800 will be paid by the Center for International Trade Development, and the remainder will be paid by Hong Kong Trade Development Council.

B. COMPREHENSIVE MASTER PLAN – FIRST READING

It is recommended that the Board of Trustees adopt the Comprehensive Master Plan that includes the following four plans: Educational Plan, Technology Plan, Facilities Plan, and Staffing Plan. The Comprehensive Master Plan was developed with input from the Academic Senate, Planning and Budgeting Committee, College Council, Technology Committee, and Cabinet. The filing of the Comprehensive Master Plan with the Chancellor's Office is a necessary step towards securing state funding for construction projects. Copies of the Comprehensive Master Plan have been made available to members of the Board of Trustees and to the public via the College's website: <http://www.elcamino.edu/administration/masterplan/docs/Comprehensive-Master-Plan-2012-2017.pdf>, prior to this meeting.

Agenda for the El Camino Community College District Board of Trustees
From
Administrative Services
Jo Ann Higdon, Vice President

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C Personal Services Agreement.....	21
D Amendments.....	21
E Sponsorship Agreement- Exclusive Beverage	22
F Purchase Orders and Blanket Purchase Orders	22

Administrative Services

A. Contracts Under \$81,000

It is recommended the Board of Trustees, in accordance with Board Policy 6340, approve/ratify the District entering into the following agreements. The Vice President of Administrative Services or an authorized designee has executed the necessary documents.

- 1. Contractor:** **ACTION CONTRACTORS**
Services: Contractor will provide plumbing, electrical and general building maintenance repairs for the District's Business Training Center (BTC).
Requesting Dept.: Student and Community Advancement – BTC
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$5,000
- 2. Contractor:** **ALLIED WASTE SERVICES**
Services: Contractor will provide waste disposal services for the District's Business Training Center.
Requesting Dept.: Student and Community Advancement – BTC
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$1,900
- 3. Contractor:** **ALTA LOS ANGELES HOSPITAL, LLC., (dba NORWALK COMMUNITY HOSPITAL)**
Services: Contractor will provide ECC nursing students with state required clinical experience.
Requesting Dept.: Academic Affairs – Health Sciences and Athletics
Date(s): 5/15/12 – 5/15/16
Financial Terms: No cost to the District
- 4. Contractor:** **AMBER EDUCATION (HONG KONG) SERVICES LTD. (HONG KONG); PT. VIC INDONESIA (INDONESIA); TAN DAI DUONG CO. LTD (VIETNAM)**
Services: Contractor will serve as F-1 Visa educational agents to recruit F-1 Visa students for El Camino College.
Requesting Dept.: Student and Community Advancement – Admissions and Records – International Student Program
Date(s): 7/1/12 – 6/30/13
Financial Terms: The fee shall be \$250 per student per consecutive semester completed, not to exceed \$500 per student.

5. **Contractor:** **BUTLER COMMUNITY COLLEGE**
Services: Contractor will provide promotion, curricula development and faculty training for the Advanced Aerospace Manufacturing Education Project.
Requesting Dept.: Student and Community Advancement – Center for Applied Competitive Technologies (CACT)
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$22,819
Funded by a grant from the National Science Foundation (NSF)

6. **Contractor:** **C KAY ENTERPRISES (dba KEYLINGO TRANSLATIONS)**
Services: Contractor will provide certified legal translation services for international trade publications.
Requesting Dept.: Student and Community Advancement – Center for International Trade Development (CITD)
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$20,000
Funded by a grant from the Chancellor’s Office

7. **Contractor:** **COMPTON COMMUNITY COLLEGE DISTRICT**
Services: Contractor will be provided interpreters/real-time captionists for verified deaf and hard-of-hearing students at the Compton Education Center. Service will be provided by ECC.
Requesting Dept.: Academic Affairs – Health Sciences and Athletics – Special Resource Center
Date(s): 7/1/12 – 6/30/15
Financial Terms: Projected Gross Income \$20,000

8. **Contractor:** **CORPORATE TRAINING INSTITUTE, LLC**
Services: Contractor will provide on-site and center-based Lean/Kaizen Training, Business and Process Integration.
Requesting Dept.: Student and Community Advancement – CACT
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$50,000
Funded by Employment Training Panel

9. **Contractor:** **DESIMONE ENGINEERING**
Services: Contractor will provide specialized training in Certified Quality Engineering, Geometric Dimensioning & Tolerancing, Green Belt, and various other related subjects as needed.

- Requesting Dept.:** Student and Community Advancement – CACT
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$25,000
 Funded by Responsive Training Fund (RTF) Grant
- 10. Contractor:** **EASYGOING CREATION, INC. (KOREA); ONE WORLD OVERSEAS AGENCY (KOREA); RYUGAKUSITE.COM (JAPAN); TAN DAI DUONG (VIETNAM)**
Services: Contractors will serve as F-1 Visa educational agents to recruit F-1 Visa students for El Camino College.
Requesting Dept.: Student and Community Advancement - Admissions and Records – El Camino Language Academy
Date(s): 7/1/12 – 6/30/17
Financial Terms: One-time fee of \$500 per student for either fall or spring semester; and \$300 fee for summer
- 11. Contractor:** **EL SEGUNDO JANITORIAL SERVICES**
Services: Contractor will provide janitorial services for the District’s BTC.
Requesting Dept.: Student and Community Advancement – BTC
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$14,000
- 12. Contractor:** **JOYFUL EDUCATION SERVICE**
Services: Contractor will provide intensive English language classes for 45-50 Japanese students.
Requesting Dept.: Admissions and Records – International Student Program
Date(s): 7/23/12 – 8/9/12
Financial Terms: Cost not to exceed \$20,500
 Funded by revenues collected from classes
- 13. Contractor:** **JUAN DIAZ**
Services: Contractor will maintain the grounds around the building and the parking area of the District’s BTC.
Requesting Dept.: Student and Community Advancement – BTC
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$2,700
- 14. Contractor:** **MOBILE ADVANCED COMPUTER TRAINING, LLC**
Services: Contractor will provide a wide range of computer training for various companies and community agencies.

- Requesting Dept.:** Student and Community Advancement – Workplace Learning Resource Center (WpLRC)
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$50,000
Funded from Worksource Centers fees
- 15. Contractor:** **NATIONAL ASIAN PACIFIC CENTER ON AGING**
Services: Contractor’s participants in the Senior Community Service Employment Program will be assigned specific tasks in the Learning Resources Center.
- Requesting Dept.:** Academic Affairs – Learning Resources Center
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** No cost to the District
- 16. Contractor:** **OREGON INSTITUTE OF TECHNOLOGY**
Services: Contractor will provide promotion, modules development and faculty training for the Advanced Aerospace Manufacturing Education Project.
- Requesting Dept.:** Student and Community Advancement – CACT
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$56,875
Funded by a grant from the NSF
- 17. Contractor:** **PURDUE UNIVERSITY**
Services: Contractor will provide promotion, modules development and faculty training for the Advanced Aerospace Manufacturing Education Project.
- Requesting Dept.:** Student and Community Advancement – CACT
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$63,126
Funded by a grant from the NSF
- 18. Contractor:** **RIVERSIDE COMMUNITY COLLEGE DISTRICT**
Services: Contractor will provide 350-hours of California Association of Alcoholism & Drug Abuse Counselors Training on the ECC campus.
- Requesting Dept.:** Student and Community Advancement – Community Advancement
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Project Gross Income \$7,000
- 19. Contractor:** **ROBERT J. CAMPBELL,
CAMPBELL GOVERNMENTAL ACCESS**

- Services:** Contractor will provide governmental consulting and reporting on legislative issues related to El Camino Community College District.
- Requesting Dept.:** President's Office - Public Relations and Marketing
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$24,000
- 20. Contractor:** **RONALD AMIE QUICKBOOKS INSTRUCTOR**
- Services:** Contractor will conduct QuickBooks Workshop Series for ECC Small Business Development Center.
- Requesting Dept.:** Student and Community Advancement – Community Advancement – Small Business Development Center
- Date(s):** 7/1/12 – 12/31/12
- Financial Terms:** Cost not to exceed \$3,500
Funded by the US Small Business Administration
- 21. Contractor:** **SCHOOL SERVICES OF CALIFORNIA, INC.**
- Services:** Contractor will provide periodic publications of Community College Update
- Requesting Dept.:** Administrative Services – Fiscal Services
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$1,800
- 22. Contractor:** **SOUTH BAY ENTREPRENEURIAL CENTER**
- Services:** Contractor will lease office space to ECC Small Business Development Center to conduct one-on-one advising sessions for small business owners and start-up businesses in the Torrance and South Bay area.
- Requesting Dept.:** Student and Community Advancement – Community Advancement – Small Business Development Center
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$6,000
Funded by Small Business Development Center Grant
- 23. Contractor:** **SOUTH BAY HEATING AND AIR CONDITIONING**
- Services:** Contractor will provide maintenance for heating and air conditioning units at the District's BTC.
- Requesting Dept.:** Student and Community Advancement – BTC
- Date(s):** 7/1/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$2,500

- 24. Contractor: THE COMMUNITY COLLEGE FOUNDATION**
Services: The District will provide parenting skills training for participants enrolled in state's foster care and adoptive parents program – Partnering for Safety and Performance-Model Approach to Partnerships in Parenting (PS-MAPP).
Requesting Dept.: Student and Community Advancement – Community Advancement
Date(s): 8/1/12 – 7/31/13
Financial Terms: No cost to the District
- 25. Contractor: THE TRAINING SOURCE**
Services: Contractor will develop and deliver customized on-site training to contracted companies, including but not limited to computer skills such as Excel and Access on as needed basis.
Requesting Dept.: Student and Community Advancement – CACT
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$50,000
Funded by ETP
- 26. Contractor: U.S. MEXICO CHAMBER OF COMMERCE**
Services: Contractor will develop a NAFTA training series in Spanish on exporting and importing between Mexico and U.S. Each of the four training sessions will be video recorded for online distribution at tradepathways.org
Requesting Dept.: Student and Community Advancement – CITD
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$11,800
Funded by an RTF Grant from the Chancellor's Office
- 27. Contractor: VOCATIONAL TRAINING INTERNATIONAL, INC.**
Services: Contractor will provide welding instruction for inmates at the Federal Correctional Institution at Terminal Island.
Requesting Dept.: Student and Community Advancement – WpLRC
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$30,000
Funded by the Federal Correctional Institution
- 28. Contractor: XAP CORPORATION**
Services: Contractor will provide statewide online application for admissions known as CCCApply that will allow prospective ECC students to apply 24/7.
Requesting Dept.: Student and Community Advancement – Admissions and Records

Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$11,714

29. **Contractor:** **XAP CORPORATION**
Services: Contractor will design, develop, operate and maintain the CCCTran System, electronic transcript exchange system, used to transmit student academic transcript data to target institutions.
Requesting Dept.: Student and Community Advancement – Admissions and Records
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$5,795

B. Contracts Over \$81,000

It is recommended the Board of Trustees approve that the District enter into the following agreements:

1. **Contractor:** **LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**
Services: In partnership with local businesses and governmental agencies, the El Camino College CalWORKs program will provide work experience for eligible students within the Contractor's programs while they pursue their educational degrees and certificates.
Requesting Dept.: Student and Community Advancement - Counseling and Student Services – CalWORKs
Date(s): 7/1/12 – 6/30/15
Financial Terms: Projected Gross Income of \$333,000 for three-year period.
2. **Contractor:** **KEENAN AND ASSOCIATES**
Services: Contractor will provide a variety of insurance products and related consulting services in conjunction with the District's Health and Welfare Benefits for eligible District employees.
Requesting Dept.: Administrative Services – Business Services
Date(s): 7/1/12 – 6/30/15
Financial Terms: Cost: \$120,000 @ \$40,000/annually

C. Personal Service Agreements

- 1. Contractor:** JENNIFER RICHARDSON
Services: Contractor will perform evaluation project management for the NSF Advanced Aerospace Manufacturing Education Project.
Requesting Dept.: Student and Community Advancement – CACT
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$22,000
Funded by a grant from the NSF
- 2. Contractor:** SCOTT P. SCHAFFER
Services: Contractor will perform evaluation project management for the NSF Advanced Aerospace Manufacturing Education Project.
Requesting Dept.: Student and Community Advancement – CACT
Date(s): 7/1/12 – 6/30/13
Financial Terms: Cost not to exceed \$22,000
Funded by a grant from the NSF

D. Amendments

- 1. Contractor:** **READING PARTNERS**
Services: Contractor is a non-profit organization that will employ Federal Work Study Students who attend El Camino College to tutor elementary school students.
Requesting Dept.: Student and Community Advancement – Financial Aid
Date(s): 7/1/12 – 6/30/14 (original dates of service 10/1/11-6/30/12 – contract extension)
Financial Terms: No cost to the District
- 2. Contractor:** **VOCATIONAL TRAINING INTERNATIONAL, INC.**
Services: Contractor will provide welding instruction for inmates at the Federal Correctional Institution at Terminal Island.
Requesting Dept.: Student and Community Advancement – WpLRC
Date(s): 7/1/11 – 6/30/12
Financial Terms: Cost not to exceed \$31,320 (change from \$25,000)
Funded by the Federal Correctional Institute
Previously Board approved September 8, 2011.

E. Sponsorship Agreement – Exclusive Beverage

It is recommended that the Board approve an agreement with Coca-Cola Refreshments USA, Inc. (formerly Coca-Cola Bottling Company of Southern California), for the period January 17, 2012 through January 16, 2017.

F. Purchase Orders And Blanket Purchase Orders

It is recommended all purchase orders be ratified as shown.

P.O. Number	Vendor Name	Site Name	Description	P.O. Cost
Fund 11	Unrestricted - El Camino			
P0503433	Crainco	Facilities/Planning/Serv	Repairs Noninstructional	\$924.38
P0503435	United States Postal	Facilities/Planning/Serv	Non-Instruct Supplies	\$190.00
P0503437	Discount Two-Way	Ctr for Arts Production	Repairs Parts And Supplies	\$180.77
P0503438	Kimberly Wilkinson	Ctr for Arts Production	Non-Instruct Supplies	\$999.08
P0503449	Amazon.Com	Health,Safety and Risk	New Equipment -	\$525.14
P0503450	Thomson Gale	Div Office Instr.	Library Books	\$31.74
P0503451	Thomson West	Div Office Instr.	Library Books	\$5,613.73
P0503460	American Express	Div Office Fine Arts	Conferences Faculty	\$433.60
P0503462	Epic Production	Ctr for Arts Production	Repairs Parts And Supplies	\$100.00
P0503467	Five Star Electric Circuit	Facilities/Planning/Serv	Repairs Noninstructional	\$353.44
P0503470	L.A. County Ems	Paramedic Academy	Contract Services	\$85,511.58
P0503471	L.A. County Ems	Paramedic Academy	Contract Services	\$60,148.44
P0503472	UCLA Center for	Paramedic Academy	Contract Services	\$7,464.00
P0503477	Salem Press	Div Office Instr.	Publications-Magazines	\$1,718.24
P0503478	Midwest Library Service	Div Office Instr.	Publications-Magazines	\$963.28
P0503479	Governet	Information Technology	License Fee/Site Licenses	\$2,000.00
P0503495	Innovative Interfaces,	Information Technology	License Fee/Site Licenses	\$9,000.00
P0503497	Empire Cleaning	Facilities/Planning/Serv	Non-Instruct Supplies	\$659.32
P0503498	U.S. Bank	Institutional Services	Escrow/adminstrtn fees -	\$250.00
P0503499	Verizon Wireless	Health,Safety and Risk	Telephone	\$28.12
P0503502	Datatel, Inc.	Information Technology	License Fee/Site Licenses	\$250.00
P0503505	Pegasus Interprint	V.P. Academic Affairs	Non-Instruct Supplies	\$205.54
P0503507	Sims Welding Supply	Student Affairs	General Office Supplies	\$33.80
P0503508	Dept.Of Toxic	Hazmat	Waste Disposal	\$353.00
P0503509	Manhattan Beach	Public Relations	Dues And Memberships	\$220.00
P0503510	Schwalm Generation	Facilities/Planning/Serv	Repairs Noninstructional	\$150.00
P0503511	Fujitec America, Inc.	Facilities/Planning/Serv	Repairs Noninstructional	\$600.00
P0503520	CI Solutions	Information Technology	License Fee/Site Licenses	\$3,085.00
P0503524	NCMPR	Copy Center	Conferences Mgmt	\$150.00
P0503525	American Express	Div Office Fine Arts	Conferences Mgmt	\$219.60
P0503526	Torrance Postmaster	Public Relations	Postage	\$48,000.00
P0503528	Stericycle, Inc.	Hazmat	Waste Disposal	\$2,733.95
P0503540	Daily Breeze, the	Purchasing and	Multi Media Advertising	\$759.35
P0503549	WING Japan Limited	VP-SCA	Contract Services	\$250.00
P0503550	Sichuan Service Centre	VP-SCA	Contract Services	\$1,000.00
P0503551	Ryugakusite.Com, Inc.	VP-SCA	Contract Services	\$750.00
P0503552	LACT	VP-SCA	Contract Services	\$750.00
P0503553	Global Partners, Inc.	VP-SCA	Contract Services	\$750.00

P0503554	Chongro Overseas	VP-SCA	Contract Services	\$250.00
P0503555	Chongro Overseas	VP-SCA	Contract Services	\$250.00
P0503556	AAA American Academy	VP-SCA	Contract Services	\$250.00
P0503557	Southern Cal. Boiler	Facilities/Planning/Serv	Maintenance Contracts	\$2,377.87
P0503559	Thomson West	Div Office Instr.	Library Books	\$4,263.00
P0503560	Matthew Bender	Div Office Instr.	Library Books	\$877.66
P0503566	Law Offices of Larry	Institutional Services	Legal	\$2,756.25
P0503567	Datatel, Inc.	Information Technology	Maintenance Contracts	\$250.00
P0503568	Kimberly Wilkinson	Ctr for Arts Production	Non-Instruct Supplies	\$98.20
P0503576	Smardan Supply	Facilities/Planning/Serv	Repairs Noninstructional	\$5,056.75
P0503577	Sue Oda-Omori	Transfer Center	Non-Instruct Supplies	\$15.77
P0503581	Datatel, Inc.	Information Technology	Maintenance Contracts	\$250.00
P0600010	Engineering.Com	Information Technology	License Fee/Site Licenses	\$5,275.00

Fund 11 Total: 51

\$259,325.60

Fund 12 Restricted - El Camino

P0503357	Dell Marketing L. P.	VATEA Early Childhood	New Computer	\$4,446.66
P0503432	Doubletree Hotel	EOPS	Non-Instruct Supplies	\$545.92
P0503440	Campus Food Services	TitleV-Improving	Non-Instruct Supplies	\$25.01
P0503448	Hadronex, Inc	Matching - IDRC, etc.	Contract Services	\$462.00
P0503459	Campus Food Services	Faculty & Staff Diversity	Non-Instruct Supplies	\$175.09
P0503461	B & H Inglewood Tow	Parking-Student	Repairs Non Instr	\$50.00
P0503463	Los Angeles Superior	Parking Violations DMV	Other Services And Expenses	\$10,393.00
P0503496	City of Hawthorne	Community	Other Services And Expenses	\$107.00
P0503500	Lou's Golf Cart	Parking-Student	Repairs Non Instr	\$1,239.35
P0503501	Georgianna Levine	Artes de El Camino	Non-Instruct Supplies	\$441.68
P0503515	Van Lingen Towing	Parking-Student	Repairs Non Instr	\$25.00
P0503516	B & H Inglewood Tow	Parking-Student	Repairs Non Instr	\$50.00
P0503517	Susan Saxe-Clifford,	Parking-Student	Other Services And Expenses	\$400.00
P0503521	Bronwen Madden	CITD Int'l Trade Trng	Dues And Memberships	\$1,440.12
P0503522	Susan A. Marron	WRIEC Year 2	Non-Instruct Supplies	\$42.42
P0503523	International Education	El Camino Language	Contract Services	\$500.00
P0503527	Lorena Perez	EOPS CARE	Non-Instruct Supplies	\$621.53
P0503537	Chinese Student	El Camino Language	Contract Services	\$500.00
P0503538	Del Amo Learning	El Camino Language	Contract Services	\$500.00
P0503539	Matthew Rushing	Fine Arts Dntn-Dance	Contract Services	\$250.00
P0503546	Learning Academy	El Camino Language	Contract Services	\$500.00
P0503569	Cynthia Mosqueda	First Year Experience	Other Services And Expenses	\$115.64
P0503572	One World Overseas	El Camino Language	Contract Services	\$500.00
P0503573	Ryugakusite.Com, Inc.	El Camino Language	Contract Services	\$1,300.00
P0503574	Tan Dai Duong Co, Ltd	El Camino Language	Contract Services	\$500.00
P0503575	Maleni Chaitoo	WRIEC Year 2	Contract Services	\$100.00
P0503582	Campus Food Services	First Year Experience	Other Services And Expenses	\$44.89
P0503583	Chongro Overseas	El Camino Language	Contract Services	\$300.00

Fund 12 Total: 28

\$25,575.31

Fund 15 General Fund -Special Programs

P0503436	CQ Press	Div Office Instr.	Library Books	\$450.14
P0503444	Campus Food Services	DSPS	Conferences Mgmt	\$47.52

				Fund 15 Total: 2
			\$497.66	
Fund 62	Property & Liability			
P0503452	Keenan & Associates	Purchasing and	Liability - Self Insurance	\$28,473.00
				Fund 62 Total: 1
			\$28,473.00	
Fund 71	Associated Students			
P0503441	Monterey Graphics	Student Affairs	ASB Exp.	\$249.26
				Fund 71 Total: 1
			\$249.26	
Fund 79	Auxiliary Services			
P0503442	Kimberly Wilkinson	Fine Arts	Non-Instruct Supplies	\$198.63
P0503453	Mercede Shamlo	Fine Arts	Non-Instruct Supplies	\$100.00
P0503465	Campus Food Services	Honors Program	Non-Instruct Supplies	\$1,445.10
P0503466	Campus Food Services	Honors Program	Non-Instruct Supplies	\$512.14
P0503473	Michael L. Miller	Fine Arts	Non-Instruct Supplies	\$700.00
P0503503	Campus Food Services	First Year Experience	Non-Instruct Supplies	\$810.29
P0503504	Campus Food Services	Administrative Services	Non-Instruct Supplies	\$205.10
P0503506	Assist Design	Counseling Office	Non-Instruct Supplies	\$750.00
P0503512	Campus Food Services	Human Resources	Non-Instruct Supplies	\$188.84
P0503513	Campus Food Services	Counseling Office	Non-Instruct Supplies	\$1,108.00
P0503541	Hugo D. Vazquez	Fine Arts	Non-Instruct Supplies	\$150.00
P0503542	Brandyn T. Phillips	Fine Arts	Non-Instruct Supplies	\$200.00
				Fund 79 Total: 12
			\$6,368.10	
Fund 82	Scholarships & Trust/Agency			
P0503443	Campus Food Services	Special Resource	Fundraising	\$250.13
				Fund 82 Total: 1
			\$250.13	
			\$320,739.06	PO Funds Total: 96
Fund 11	Unrestricted - El Camino			
B0610011	ECCD Petty Cash	Life Sciences	Instructional Supplies	\$200.00
B0610012	Meile Professional USA	Div Office Nat Sciences	Maintenance Contracts	\$1,000.00
B0610013	Cal-Ed Optical	Life Sciences	Repairs Parts And Supplies	\$1,500.00
B0610014	ECCD Petty Cash	Life Sciences	Instructional Supplies	\$3,200.00
B0610015	ECCD Petty Cash	Div Office Nat Sciences	Non-Instruct Supplies	\$200.00
				Fund 11 Total: 5
			\$6,100.00	
Fund 12	Restricted - El Camino			

B0511009	Hong Kong Trade	CA Step Project	Contract Services	\$36,000.00
B0511010	GTS Globotours	CA Step Project	Contract Services	\$35,000.00
B0511011	Riverside Community	Cact CA Employee	Contract Services	\$75,000.00
B0610002	E.C.C. Public	Health Services	Reproduction -	\$2,500.00
B0610004	Quest Diagnostics	Health Services	Contract Lab Services	\$18,000.00
B0610005	Pharmedix	Health Services	Direct Supp	\$37,000.00
B0610006	Moore Medical Corp	Health Services	Direct Supp	\$35,000.00
B0610007	Gilmore Liquid Air	Health Services	Direct Supp	\$2,600.00
B0610008	Boiron Inc.	Health Services	Direct Supp	\$1,100.00
B0610009	Airgas West	Health Services	Direct Supp	\$1,200.00
B0610010	Sparkletts	Health Services	Non-Instruct Supplies	\$2,500.00

Fund 12 Total: 11

\$245,900.00

Fund 41 Capital Outlay

B0511012	Lend Lease	Infrastructure Phase I	Contract Services	\$1,643,833.00
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Fund 41 Total: 1

\$1,643,833.00

BPO Funds Total: 17

\$1,895,833.00

Grand Total POs and BPOs: 113

\$2,216,572.06

**Agenda for the El Camino Community College District Board of Trustees
For
Measure E Bond Fund
Administrative Services**

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Administrative Services – Measure E Bond Fund

A. CATEGORY BUDGETS AND BALANCES

GENERAL OBLIGATION BOND FUND CATEGORIES AND PROJECT SUMMARY

The following table reports Measure E expenditures and commitments through June 30, 2012.

CATEGORY	BUDGET	EXPENDED	COMMITTED	BALANCE
<u>Additional Classrooms and Modernization (ACM)</u>				
Acquisitions	\$705,867	\$705,867	\$0	\$0
Architectural Barrier Removal Phase 2	18,520	18,520	0	0
Athletic Education and Fitness Complex	42,223,638	2,201,107	2,491,899	37,530,632
Bookstore/Cafeteria Conversion to Admin.	10,868,608	9,217,231	128,770	1,522,607
Math Business & Allied Health Building	36,942,427	28,622,221	6,300,944	2,019,262
Central Plant	14,545,000	14,305,057	3,175	236,768
Child Development Center Phase 2	30,470	30,470	0	0
Crenshaw Blvd. Frontage Enhancement	13,373	13,373	0	0
Fire Academy Structure	164,893	164,893	0	0
Fire Program Facility	1,651	1,651	0	0
Humanities Complex Replacement	30,552,368	30,036,015	313,834	202,519
Learning Resource Center Addition	5,099,964	5,041,952	27,456	30,556
MBB Parking Structure & Entrance	35,431,214	102,113	0	35,329,101
Remodeling Phase One-Three	850,766	842,216	8,549	0
Science Complex Renovation	8,869,136	6,927,966	46,771	1,894,398
Student Services and Activities Replacement	41,077,921	2,003,295	0	39,074,626
Temporary Space and Relocation Costs	3,668,293	3,496,493	1,800	170,000
Signage and Wayfinding	1,295,309	634,756	18,414	642,139
Architectural Planning Contingency	<u>5,000,000</u>	<u>12,025</u>	<u>1,269</u>	<u>4,986,706</u>
Total Additional Classrooms and Modernization	<u>\$237,359,418</u>	<u>\$104,377,222</u>	<u>\$9,342,882</u>	<u>\$123,639,314</u>
<u>Campus Site Improvements: Accessibility, Safety / Security (CSI)</u>				
Asphalt Resurfacing - All Lots	\$400,000	\$14,975	\$0	\$385,025
Emergency Generators and Distribution	116,173	116,173	0	0
Emergency Power to Security Lighting	4,289	4,289	0	0
Entrance - Redondo Beach Blvd. to Lot H	30,208	30,208	0	0
Fencing Replacement and Additions	105,777	5,777	0	100,000
Landscaping/Irrigation System Replacements	1,049,932	49,932	0	1,000,000
Lighting - Upgrade / Replace All Lots	3,059,807	794,791	1,787,780	477,236
Lot F Parking Structure Improvements	34,926	34,926	0	0
Lot H Parking Structure	24,371,895	24,074,639	5,678	291,578
Paving Replacement - All Walks/Driveways	1,110,695	713,410	26,174	371,111

Pedestrian Walks at MBB & Lot E	7,898	7,898	0	0
Security Video	2,007,831	897,263	381,646	728,923
Voice / Data / Signal Site Duct Bank	117,130	117,130	0	0

Total Campus Site Improvements:

Accessibility, Safety / Security	<u>\$32,416,561</u>	<u>\$26,861,410</u>	<u>\$2,201,277</u>	<u>\$3,353,874</u>
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Energy Efficiency Improvements (EEI)

Energy Efficiency Improvements Phase Two	<u>\$2,818,000</u>	<u>\$2,756,836</u>	<u>\$0</u>	<u>\$61,164</u>
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Total Energy Efficiency Improvements	<u>\$2,818,000</u>	<u>\$2,756,836</u>	<u>\$0</u>	<u>\$61,164</u>
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Health and Safety Improvements (HSI)

Administration	\$112,740	\$112,738	\$0	\$2
Art & Behavioral Sciences	369,585	369,585	0	0
Infrastructure Phase 1-3	45,470,718	40,621,478	437,884	4,411,356
Auxiliary Warehouse	1,301	1,301	0	0
Communications	219,262	219,262	0	0
Construction Technology	16,466	16,466	0	0
Domestic Water System	110,208	110,208	0	0
Facilities and Receiving	215,159	215,159	0	0
Fire Alarm	277,817	277,817	0	0
Firelines	119,905	119,905	0	0
Hazardous Materials Abatement	176,465	175,573	0	892
Restroom Access Compliance	2,000,000	1,203,930	741,830	54,240
Library	452,759	452,759	0	0
Marsee Auditorium	460,474	460,474	0	0
Industry & Technology Building	34,309,701	2,366,225	775,462	31,168,014
Music	240,600	240,600	0	0
Natural Gas System	13,852	13,852	0	0
North Gymnasium	262,214	262,214	0	0
Physical Education and Men's Shower	78,178	78,178	0	0
Planetarium	12,815	12,815	0	0
Pool and Health Center	505,821	502,185	0	3,636
Primary Electrical Distribution System	5,062,019	5,061,211	0	808
Reimbursements	1,414,353	1,414,353	0	0
Security Systems	30,245	30,245	0	0
Sewer System	55,449	55,449	0	0
Social Sciences	4,484,449	4,262,204	222,245	0
Storm Drain System	30,644	30,644	0	0
Technical Arts	405,147	405,147	0	0
Shops	31,891,195	1,985,693	531,670	29,373,832

Total Health and Safety Improvements	<u>\$128,799,541</u>	<u>\$61,077,669</u>	<u>\$2,709,091</u>	<u>\$65,012,781</u>
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Information Technology and Equipment (ITE)

Behavioral and Social Sciences	\$554,077	\$195,053	\$0	\$359,024
Business	643,650	489,657	0	153,993
Facilities Planning and Services	625,724	400,970	0	224,754
Fine Arts	1,094,948	955,488	35,118	104,342

Health Sciences and Athletics	926,427	772,665	0	153,762
Humanities	425,978	217,287	0	208,691
Industry and Technology	983,641	603,958	0	379,683
Information Technology	12,857,370	7,354,491	134,575	5,368,304
Learning Resources	3,025,003	515,255	0	2,509,748
Math	723,061	231,191	0	491,870
Natural Sciences	1,860,479	673,930	0	1,186,549
Nursing	252,651	116,478	0	136,173
Student and Community Advancement	645,925	260,216	0	385,709
Interfund Transfer	141,150	141,150	0	0
Campus Police	66,650	66,650	0	0
Purchasing	9,418	9,418	0	0
Phase II, III, IV Purchases	0	0	0	0
Installation Contingency	<u>349</u>	<u>349</u>	<u>0</u>	<u>0</u>
Total Information Technology and Equipment	<u>\$24,836,501</u>	<u>\$13,004,205</u>	<u>\$169,693</u>	<u>\$11,662,603</u>
<u>Physical Education Facilities Improvements (PEFI)</u>				
Baseball Field	\$572	\$572	\$0	\$0
North Field	0	0	0	0
Sand Volleyball	0	0	0	0
Reserve for Contingencies	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Physical Education Facilities	<u>\$572</u>	<u>\$572</u>	<u>\$0</u>	<u>\$0</u>
TOTAL	<u>\$426,230,593</u>	<u>\$208,077,914</u>	<u>\$14,422,944</u>	<u>\$203,729,736</u>

B. CONTRACT – CONVERSE CONSULTANTS – ATHLETIC EDUCATION & FITNESS COMPLEX – PHASE 1

It is recommended the Board of Trustees approve entering into a contract with Converse Consultants to provide specialty inspection for the Athletic Education & Fitness Complex - Phase 1 Project. Converse will oversee the excavation of the practice field and test the soil for possible replacement. Once the proper soil is in place, Converse will retest each eight- inch layer of soil while the area is backfilled for proper compaction.

The specialty inspection firm was selected based upon previous experience, staff qualifications, responses to questions and the proposed fee structure.

Dates of Service: July 2012 – January 2013

Cost: Not to exceed \$28,794 invoiced monthly. Cost is based on a 7 month projected schedule.

C. CONTRACT – SANDY PRINGLE ASSOCIATES, INSPECTION CONSULTANTS, INC. – ATHLETIC EDUCATION & FITNESS COMPLEX – PHASE 1

It is recommended the Board of Trustees approve entering into a contract with SPAIC to provide a Division of State Architects (DSA) certified inspector for the Athletic Education & Fitness Complex – Phase 1 project.

The inspection firm was selected based upon previous experience, staff qualifications, responses to questions and the proposed fee structure.

Dates of Service: July 2012 – January 2013

Cost: Not to exceed \$87,450 invoiced monthly. The cost is based upon the consultant providing a DSA certified Class 1 inspector.

D. BID AWARD 2011-10 – MBBM MODULE REMOVAL PROJECT

It is recommended Bid No. 2011-10 be awarded to the following vendor in accordance with the specifications, terms and conditions of the above-named bid for the removal of the Manhattan Beach Boulevard Modules.

<u>RECOMMENDED BIDDER</u>	<u>BID AMOUNT</u>
Jenn Matt, Inc.	\$185,628

<u>OTHER BIDDERS</u>	
Minco Construction	\$237,700

E. BID AWARD 2011-11 – SECONDARY SERVER ROOM PROJECT

It is recommended Bid No. 2011-11 be awarded to the following vendor in accordance with the specifications, terms and conditions of the above-named bid for the construction of the construction of the Secondary Server Room.

<u>RECOMMENDED BIDDER</u>	<u>BID AMOUNT</u>
Jenn Matt, Inc.	\$75,460

<u>OTHER BIDDERS</u>	
Alley Cat Development, Inc.	\$108,770
HPS Mechanical, Inc.	\$136,767

F. INFORMATIONAL ITEM – VECTOR RESOURCES, INC. – SECONDARY SERVER ROOM

The District intends to use the following multiple party purchasing agreement to acquire air conditioning units, uninterruptable power supply system and communications network infrastructure for the campus Secondary Server Room (SSR) in the Bookstore Building.

<u>Manufacturer</u>	<u>Agreement</u>
Vector Resources, Inc.	CMAS 3-08-70-0876Y
Vector Resources, Inc.	CMAS 3-01-70-0876H
Vector Resources, Inc.	CMAS 3-08-70-0876W

The estimated cost of the purchases through this agreement is \$724,198.

G. CONTRACT AMENDMENT – tBP ARCHITECTURE, INC – SHOPS BUILDING REPLACEMENT PROJECT

It is recommended the Board of Trustees approve the following additional design services.

Additional services for architectural, mechanical, electrical, plumbing and structural design revisions due to changes in welding equipment layout, as requested by the District.	\$19,412
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Total Increase in Contract Amount	<u>\$19,412</u>
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Original Contract Amount	\$1,680,000
Prior Changes	0
This Contract Amendment Amount	<u>19,412</u>
New Contract Amount	<u>\$1,699,412</u>

H. CONTRACT AMENDMENT – CONVERSE CONSULTANTS – MATH, BUSINESS, ALLIED HEALTH PROJECT

It is recommended the Board of Trustees approve the following amendment for specialty inspection services.

Amendment required is in part due to additional work requested by the District and also for re-inspection and re-testing required to complete the project. All associated	\$102,313
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costs for re-inspection and re-testing will be back charged to the General Contractor.

Total Increase in Contract Amount	<u>\$102,313</u>
Original Contract Amount	\$375,000
Prior Changes	174,232
This Contract Amendment Amount	<u>102,313</u>
New Contract Amount	<u>\$651,545</u>

I. CONTRACT AMENDMENT – ALLSTEEL – MATH, BUSINESS, ALLIED HEALTH PROJECT

It is recommended the Board of Trustees approve the following amendment to the Allsteel furniture purchase for Math, Business, Allied Health project.

Additional parts and adjusted sales tax.	\$2,695.69
Total Increase in Contract Amount	<u>\$2,695.69</u>

Original Contract Amount	\$1,227,670.10
Prior Changes	25,863.17
This Contract Amendment Amount	<u>2,695.69</u>
New Contract Amount	<u>\$1,256,228.96</u>

J. CHANGE ORDER – HPS MECHANICAL – ELECTRICAL & DATA CONVERSION PROJECT

It is recommended the Board of Trustees approve the following change order.

Provide and install a chiller unit for the secondary server room as a backup for the Central Plant system. This scope of work includes mechanical piping and controls to the cooling rack in the server room. Provide emergency power for the secondary server room and for the future Bookstore elevator. At the time this project was bid, the server room had not been envisioned at this location. Thus, this district requested change order. Contract time shall be extended to September 21, 2012.

Total Change Order Amount	<u>\$375,106</u>
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Original Contract Amount	\$7,289,053
Prior Changes	-3,484
This Change Order Amount	<u>375,106</u>
New Contract Amount	<u>\$7,660,675</u>

K. NOTICE OF JOB COMPLETION – MACKONE DEVELOPMENT INC. – BOOKSTORE RENOVATION PROJECT

It is recommend the Board of Trustees accept as complete the Bookstore Renovation Project and authorize recordation of a Notice of Completion for the Project. The required work has been completed in accordance with the conditions and specifications of the subject contract and accepted by a District representative. The District currently holds retention in the amount \$207,505.11. Notwithstanding acceptance of the Project, retention will not be released to Mackone Development Inc. pursuant to Public Contract Code section 7107(c) pending resolution of disputed claims by and between Mackone Development Inc. and the District.

<u>Contractor</u>	<u>Contract Amount</u>
Mackone Development Inc.	\$5,550,671.11

Purchase Order Number: BPO 211247

L. CONTRACT AMENDMENT; LPA, INC.; MATH, BUSINESS, ALLIED HEALTH PROJECT

It is recommended that the Board of Trustees approve Amendment No. 4 to the Contract between the District and LPA, Inc. for architectural services for the Math, Business, Allied Health Project. Amendment No. 3 to the LPA, Inc. contract extended LPA, Inc’s services through June 30, 2012. Further amendment of the LPA, Inc. contract is necessary for continuation of architectural services through the end of construction of the Project, which is currently anticipated on September 30, 2012. Amendment No. 4 extends LPA Inc.’s construction phase services from July 1, 2012 to October 31, 2012. Existing provisions of the LPA, Inc. Contract require LPA to provide post-construction phase services for a lump sum fixed price. LPA’s obligation to provide post-construction services in accordance with the Contract is not affected by Amendment No. 4.

Amendment No. 4 establishes a not to exceed fee of \$91,635 for LPA Inc.’s construction phase services between July 1 and October 31, 2012 along with the right of the District to withhold payment of any portion of the fee to LPA, until the withheld fees total \$225,000. The District’s withholding of payments to LPA is

pursuant to the terms of the LPA Contract as well as applicable law based upon costs incurred by the District which resulted from the acts/omissions of LPA and/or errors/omissions in the Design Documents prepared by LPA.

If, between July 1 and October 31, construction of the Project is suspended and LPA services are not required during the period of suspension, no LPA fees will be incurred during the suspension period. The LPA Contract affords the District the right to suspend LPA services for 60 or fewer consecutive days without affecting compensation due LPA.

M. PURCHASE ORDERS (PO) AND BLANKET PURCHASE ORDERS (BPO)

The following purchase orders have been issued in accordance with the District’s purchasing policy and authorization of the Board of Trustees. It is recommended that the following purchase orders for Measure E expenditures be ratified and payment be authorized upon delivery and acceptance of the items or services ordered.

PO #	VENDOR NAME	SITE NAME	DESCRIPTION	COST
P503469	Keenan & Associates	Math, Business, Allied Health	Contract Services	\$2,073.00
P600002	Tryten Technologies	Math, Business, Allied Health	Group II Equipment	3,523.93
P600003	McMaster-Carr Supply	Math, Business, Allied Health	Group II Equipment	2,324.63
P600004	CDW-G	Math, Business, Allied Health	Group II Equipment	7,015.68
P600005	Dell Computer	Math, Business, Allied Health	Group II Equipment	511,162.77
P600006	Dell Computer	Math, Business, Allied Health	Group II Equipment	89,286.10
P600007	Dell Computer	Math, Business, Allied Health	Group II Equipment	1,390.53
P600008	Dell Computer	Math, Business, Allied Health	Group II Equipment	146,668.63
P600009	Dell Computer	Math, Business, Allied Health	Group II Equipment	39,151.04
B511006	Atlantic Relocation	Math, Business, Allied Health	Contract Services	13,883.81
B610000	Byrom-Davey, Inc.	Athletic Education/Fitness	Site Improvements	2,810,095.00
B610001	Ben’s Asphalt & Paving	El Camino Fire Academy	Site Improvements	34,888.00
			TOTAL POs AND BPOs	<u>\$3,661,463.12</u>

**Agenda for the El Camino Community College District Board of Trustees
from
Human Resources
Lynn Solomita, Interim Vice President Human Resources**

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A. EMPLOYMENT AND PERSONNEL

It is recommended that the Board ratify/approve the employment and personnel changes for academic, classified, special services professionals and temporary classified service employees as shown in items 1-40 and 1-12.

Academic Personnel:

1. Resignation - Ms. Kelly Ann Holt, full-time instructor of Radiologic Technology, Health Sciences & Athletics Division, effective June 8, 2012.
2. Separation - Ms. Shantel Thornton, full-time instructor of Psychology, Behavioral & Social Sciences, effective June 8, 2012.
3. Employment - Ms. Linda Beam, full-time Vice President of Human Resources, Step 1, Vice President Salary Schedule, effective August 13, 2012.
4. Employment - Dr. Janet Schaeffer, full-time Clinical Psychologist, Health Sciences & Athletics Division, Class V, Step 4, Academic Salary Schedule, effective August 23, 2012.
5. Employment - Ms. Stephanie Bennett, full-time Counselor, Class III, Step 4, Faculty Members 197 Day Salary Schedule, effective August 6, 2012
6. Employment - Ms. Atheneus Ocampo, full-time Counselor, Class II, Step 4, Faculty Members 197 Day Salary Schedule, effective August 6, 2012.
7. Employment - Ms. Melissa SomdeCerff, full-time/temporary instructor of Management, Business Division, Class III, Step 4, Academic Salary Schedule, effective August 23 through June 7, 2013.
8. Employment - Ms. Colleen McFaul, full-time/temporary instructor of Radiologic Technology, Health Sciences & Athletics Division, Class II, Step 4, Academic Salary Schedule, effective August 23, 2012 through June 7, 2013.
9. Extend Employment Contract - Dr. Thomas M. Fallo, Superintendent/President, effective July 1, 2012 through June 30, 2016.
10. Amend Special Assignment - Ms. Claudia Striepe, full-time Librarian, Learning Resources, to participate on Compton Center evaluation committees, to be paid \$45.14 an hour, not to exceed 5 hours or \$258 each per evaluation committee, plus

mileage, effective October 1, 2011 through June 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

11. Special Assignment - Ms. Sara DiFiori, full-time instructor of Geology and Oceanography, Natural Sciences Division, to work on El Camino College/Mount Saint Mary's College Science Technology Engineering & Mathematics (STEM) grant activities and responsibilities including summer research project for development for students, to be paid \$60.18 an hour, not to exceed 30 hours or \$1,805, on, effective July 1 through August 24, 2012, in accordance with the Agreement, Article 10, Section 14(a).
12. Special Assignment - Dr. Rachel Lewis Ketai, full-time instructor of English, Humanities Division and new Puente Coordinator, to attend intensive training sessions at the Puente Summer Institute in Berkeley, to be paid \$45.14 per hour, not to exceed 70 hours or \$3,160, effective June 10 through June 16, 2012, in accordance with the Agreement, Article 10, Section 14(a).
13. Special Assignment - Ms. Karen Whitney, full-time instructor of Art, Fine Arts Division, to provide faculty support in Student Learning Outcomes (SLOs), to be paid \$45.14 an hour, not to exceed 70 hours or \$3,160, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
14. Special Assignment - Ms. Bridgitte Green, part-time instructor of Administration of Justice/Public Safety, Industry & Technology Division, to instruct students in Foster & Kinship Education (FKCE) for Community Advancement, to be paid \$37.00 an hour, not to exceed 48 hours or \$1,790, effective July 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(m).
15. Special Assignment - Ms. Bridgitte Green, part-time instructor of Administration of Justice/Public Safety, Industry & Technology Division, to instruct foster parents & relative caregivers attending Foster & Kinship Care Education (FKCE) classes, for Community Advancement, to be paid \$37.00 an hour, not to exceed 48 hours or \$1,790, effective July 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(m).
16. Special Assignment - The following part-time instructors of Respiratory Care, Health Sciences & Athletics Division, to provide clinical supervision to respiratory care students, to be paid \$60.18 an hour, not to exceed 18 hours per week or \$1,083 for 8 weeks, for a total of \$8,666, effective June 18 through August 9, 2012, in accordance with the Agreement, Article 10, Section 9(m).

Raymond Adoc

Salomay Corbaley

Douglas Mizukami
Patrick Moore

Taryn Nicole Parker
Elva Sipin

17. Special Assignment - The following instructors to facilitate and present workshops associated with a summer bridge project as part of the Career & Technical Education (CTE) Grant, Special Resource Center, Health Sciences & Athletics Division, to be paid \$60.18 an hour, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).

<u>Instructor</u>	<u>Not to Exceed Hours</u>	<u>Not to Exceed Dollars</u>
Tisa Casas	2.5	\$150
Geralin Clark	4.0	\$241
Kathryn Holmes	1.0	\$ 60

18. Special Assignment - The following instructors to plan and coordinate activities associated with a summer bridge project as part of the Career & Technical Education (CTE) Grant, Special Resource Center, Health Sciences & Athletics Division, to be paid \$45.14 an hour, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).

<u>Instructor</u>	<u>Not to Exceed Hours</u>	<u>Not to Exceed Dollars</u>
Tisa Casas	320	\$14,445
Geralin Clark	15	\$ 677
Kathryn Holmes	2	\$ 90

19. Special Assignment - The following instructors to support their division faculty in Student Learning Outcomes (SLOs), to be paid \$45.14 an hour, effective August 1, 2012 through June 15, 2013, in accordance with the Agreement, Article 10, Section 14(a).

<u>Instructor/Division</u>	<u>Not to Exceed Hours</u>	<u>Not to Exceed Dollars</u>
Sandra Bartiromo, HS&A	35 hours	\$1,580
Junko Forbes, Mathematics	70 hours	\$3,160
Patricia Fairchild, I&T	70 hours	\$3,160
Kurt Hull, Business	70 hours	\$3,160
Stephanie Merz, Humanities	40 hours	\$1,806
Thomas Noyes, Natural Sciences	70 hours	\$3,160
Russell Serr, HS&A	35 hours	\$1,580
Rachel Williams, Humanities	30 hours	\$1,355
Janet Young, BS&S	140 hours	<u>\$6,320</u>
	TOTAL	\$25,281

20. Special Assignment - The following full-time instructors/Disabilities Specialists, Special Resource Center, Health Sciences & Athletics Division, to provide services/accommodations to students with disabilities, to be paid \$45.14 an hour, not to exceed 50 hours or \$2,257 each, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).

William Hoanzl

Kathryn Holmes

Julia Land

21. Special Assignment - Ms. Amy LaCoe, part-time Counselor, to prepare for, offer instruction in Human Development and to perform post-academy assessment work for summer math academies Graduation Initiative, Summer Math Academy for 2012, to be paid \$60.18 an hour, not to exceed 45 hours or \$2,728, effective July 1 through September 30, 2012, in accordance with the Agreement, Article 10, Section 9(m).

22. Special Assignment - The following instructors of Mathematics to prepare, teach and perform post-academy assessment for summer math academies, to be paid \$60.18 an hour, not to exceed 134 hours or \$8,064 through the Chevron grant, effective July 1 through September 30, 2012, in accordance with the Agreement, Article 10, Section 9(m).

Susanne Bucher

Ashod Minasian

23. Special Assignment - Ms. Junko Forbes, full-time instructor of Mathematics, to prepare for, to offer instruction in and to perform post-academy assessment work, to be paid \$60.18 an hour, not to exceed 134 hours or \$8,064, effective July 1 through September 30, 2012, in accordance with the Agreement, Article 10, Section 9(m).

24. Special Assignment - The following full-time instructors to serve as facilitators for the Graduation Initiative 2012 Summer Institute of Developmental Education (SIDE), to be paid \$60.18 an hour, not to exceed 50 hours or \$3,009 each for a grand total of \$6,018, effective August 1 through December 31, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Scott Kushigemachi, Humanities

Arturo Martinez, Mathematics

25. Special Assignment - Mr. Kevin Huben, full-time instructor of Fire & Emergency Technology, Industry & Technology Division, to coordinate the Paramedic Training Program, to be paid \$60.18 an hour, not to exceed 40 hours or \$2,407, effective July 17 through August 9, 2012, in accordance with the Agreement, Article 10, Section 9(m).

26. Special Assignment - Mr. Pete Moraga, part-time instructor of Technology, Industry & Technology Division, to conduct for-credit Auto-Computer Aided Design/Drafting (CAD) courses at FCI-Terminal Island for Community Advancement, to be paid \$71.31 an hour, not to exceed 216 hours or \$15,402, effective July 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(m).
27. Special Assignment - Ms. Kathleen Stephens, full-time instructor of Nursing, Health Sciences & Athletics Division, to coordinate nursing success strategies, to be paid \$60.18 an hour, not to exceed 128 hours or \$7,703, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
28. Special Assignment - Ms. Susan Zareski, part-time instructor of Nursing, Health Sciences & Athletics Division, to work as faculty facilitator, to be paid \$60.18 an hour, not to exceed 32 hours or \$1,925, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
29. Special Assignment - Ms. Kim Baily, full-time instructor of Nursing, Health Sciences & Athletics Division, to manage nursing grant, to be paid \$60.18 an hour, not to exceed 100 hours or \$6,018, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
30. Special Assignment - The following part-time Education Specialists in Nursing, Health Sciences & Athletics Division, to assist faculty instructor with fit testing and assist with Western Governor University activities, to be paid \$45.14 an hour, not to exceed 100 hours or \$9,028 each, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(m).

Bonnie Kaiser

Norene Gift

31. Special Assignment - Ms. Kathleen Rosales, full-time instructor of Nursing, Health Sciences & Athletics Division, to coordinate activities of simulation lab/emergency room simulation, to be paid \$60.18 an hour, not to exceed 256 hours or \$15,406, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
32. Special Assignment - The following full-time coaches in the Health Sciences & Athletics Division to be paid a weekly stipend, effective August 23 through June 7, 2013 in accordance with the Agreement, Article 10, Section 11(a).

<u>Coach</u>	<u>Team</u>	<u>Stipend</u>	<u>Weeks</u>
John Britton	Soccer	\$1,021 (2 teams)	16

Eugene Engle	Football	\$ 553	16
John Featherstone	Football	\$ 553	16
Dean Lofgren	Cross Country	\$1,021 (2 teams)	16
LeValley Pattison	W. Volleyball	\$ 553	14
Corey Stanbury	Water Polo	\$1,021 (2 teams)	16
Robert Uphoff	M. Basketball	\$ 553	24

33. Special Assignment - The following part-time coaches in the Health Sciences & Athletics Division to be paid a weekly stipend, effective August 23 through June 7, 2013 in accordance with the Agreement, Article 10, Section 11(a).

Elizabeth Hazell	W. Volleyball	\$ 515	16
Matthew Kirk	Football	\$ 515	16
Steve Shaw	W. Basketball	\$ 515	24
Sean Sheil	Cross Country	\$ 238	14
Michael Houck	W. Basketball	\$ 515	24

34. Stipend Assignment - The following instructors of Mathematics to participate in the Graduation Initiative 2012 Summer Institute of Developmental Education (SIDE) at a four-day professional development seminar in August, to be paid a stipend of \$800 each, for a grand total of \$9,600, effective August 1 through December 31, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Full-time:

Susanne Bucher	Ambika Silva
Anna Hokman	Lijun Wang
Trudy Meyer	

Part-time:

Cynthia Hernandez-Saul	Mohammad Rahnavard
Laura Hinckley	Jose Villalobos
Jose Juan Martinez	Tim Vu
Diem Nguyen	

35. Stipend Assignment - The following instructors of Humanities to participate in Graduation Initiative Learning Teams Summer 2012 Symposium, to be paid \$350 each, not to exceed a total of \$8,400, effective August 10 through August 31, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Full-time:

Jennifer Annick	Allison Carr
Rebecca Bergeman	Rose Ann Cerofeci
Sara Blake	Nancy Currey

Suzanne Gates
Brita Halonen
Barbara Jaffee
Rachel Ketai
Scott Kushigemachi
Nitza Llado
Debbie Mochidome

Inna Newbury
Stephanie Schwartz
Cynthia Silverman
Jenny Simon
Evelyn Uyemura
Rachel Williams

Part-time:

Karen Amano-Tompkins
Marilyn Anderson
Maria Bauer
Nancilyn Burruss
Georgiana Coughlan
Kathy Hall
Greta Hendricks
Susan Herdzina
Diana Hines

Michael Jaffe
Angie Kirk
Susan MAgabo
Sumino Otsuji
Robert Puglisi
Shannon Richardson
Jlena Savina
Eric Takamine
Kathy Vertullo

36. Stipend Assignment - The following instructors of Humanities to participate in the Graduation Initiative 2012 Summer Institute of Developmental Education (SIDE) at a four-day professional development seminar to be paid a stipend of \$800 each, for a grand total of \$9,600, effective August 1 through December 31, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Full-time:

Debra Mochidome

Joy Zhao

Part-time:

Karen Amano-Tompkins
Nancilyn Burruss
Judy Crozier
Greta Hendricks
Sylvia Kulczak
Karen Lugo

Heather MacDonald
Georgia Moen
Sumino Otsuji
Shannon Richardson
Genevieve Zuidervaart

37. Employment - The following regularly scheduled part-time/temporary Counselors to be hired as needed, not to exceed 32 hours per week, effective July 1 through August 3, 2012, in accordance with the Agreement, Article 10, Section 9(e) to be paid through District, EOP&S and other categorical grant funds.

Vanessa Haynes

Holly Schumacher

38. Extra Service Pay - Ms. Cheryl Kroll and Ms. Susan Oda-Omori, full-time Counselors, to be employed each scheduled day from July 1 through August 3, 2012, to be paid a daily per diem rate based on the Salary Schedule for Faculty Members Employed on an Academic Year Basis (197 days) in accordance with the Agreement, Article 10, Section 13(b).

39. Employment - The following on-call part-time/temporary Counselors to be hired as needed, not to exceed 24 hours per week, effective July 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(e) to be paid through District, EOP&S and other categorical grant funds.

Nikki Barber
Katia Bonilla
Madeleine Carteron
Eric Chau
Mario Escalante
Robert Gamboa

Jamila Guerro-Cantor
Jonathan Harris
Pinsopearui Lor
Gerald Lorenzetti
Yukiko Mori
Rosa Prado

40. Employment - The following part-time/temporary instructors to be hired as needed for the 2012 fall semester.

Behavioral & Social Science

Mohammed Abdelhamid
Jose Arrieta
Dustin Black
Levenae Buggs
Tisa Casas
Van Chaney
Geralin Clark
Daniel Considine
Michael Critelli
Alicia Davis
Mediha Din
Gilbert Estrada
Darla Fjeld
Pannie Gagajena
Eddie Galvan
Thomas Glenn
Austin Gordon
Shahrokh Haghighi
Paul Harley
Maribel Hernandez
Xocoyotzin Herrera

Lorrie Kato
Meric Keskinel
Thomas Keville
Amy LaCoe
Charles Levy
John McDermott
David McPatchell
Marc Mestynek
Robroy Meyers
Andrew Monzon
Ricky Murray
Gerardo Nebbia
Hatien Nguyen
Kirsten Olson
Edgar Pacas
Saul Panski
Jalpa Parikh
Allen Perlstein
Kendahl Radcliffe
Kirsten Resnick
Bradley Reynolds

Jeffrey Rigby
Jessica Schilling
Francis Schulte
Gregory Simon
Sergio Soto
Kell Stone

Paul Swendson
Farshid Tahemia
Jocelyn Tucker
Ventris Woods
Kofi Yankey

Business

Steven Alexander
Maureen Bernal
Arnold Blanshard
Jack Bliss
Meredith Caliman
Douglas Carnahan
Loretta Daniels
Vincent DeLuca
Edwin Dimaculangan
Allan Fork
Derf Fredericks
Paula Koch
Lovell Alford
Ming Chun Lu
Shantel Martinez

Katherine Maschler
Walker Matthews
Donna McGovern
Xavier Miranda
Jerry Muraoka
Pavan Nagpal
Denise Nevin
Norman Riggs
Robert Rooks
Paul Rorie
Sophia Sherif
David Sherwood
John Slawson
Jessica Stoudenmire

Counseling

Nikki Barber
Theresa Barragan-Echeveria
Stephanie Bennett
Katia Bonilla
Madeleine Carteron
Eric Chau
Vera Cheng
Mario Escalante
Blanca Galicia
Linda Gallucci
Robert Gamboa
Amanuel Gebru
Margarita Gonzalez
Jamila Guerro-Cantor
Jonathan Harris
Jose Hernandez
Maribel Hernandez
Nyora Higgs

Lorenda Johnson
Emmy Kong
Monica Lanier
Tri Huu Lee
Daissa Lee
Pinsoperai Lor
Gerald Lorenzetti
Linda Massarotti
Eboni McDuffie
Myma Mendoza
Keith Mims
Yukiko Mori
Van Mong-Thu Nguyen
Hatien Nguyen
Atheneus Ocampo
Rosa Prado
Efren Rangel
Celia Villalpando

Xiao-Ying Wang

Tracey Ziegler

Fine Arts

Aminah Abdul-Jabbaar
Deborah Aitken
Amy Allen
Laura Kay Almo
Carolyn Almos
Craig Antrim
Cynthia Bahti
Ava Baldwin
Jeannine Barba
Larisa Bates
Kim Borgaro
Bernice Boseman
Anna Bosler
Wendi Brown
Linda Busch
Valerie Cabag
Amy Champion
Hsin-Yi Chang
Ellie Choate
Walter Cox
Jeffrey Crum
Joy Curtis-Urlik
Sainte DeLude
John DeMita
Caryn Desai
Rhonda Dillon
Mary Drobny
Susan Einstein
Richard Ewing
Suzanne Fagan
Kurt Festinger
Jocelyn Foye
Jacqueline Freedman
Michelle Funderburk
Matthew Grief
Hiroshi Hamanishi
Jamie Hammond
Gloriane Harris
Richard Hastings

Kent Hayward
Hiroko Hojo
Pamela Huth
Jill Jensen
Karin Jensen
Angela Jordan
Emma Kheradyar
Thomas Kidd
Leroy Kim
Myungwon Kim
Yumi Kiyose
Rona Klinghofer
Carol Lisek
Kristi Lobitz
Norman Looney
Margot Martin
Julia Matthews
Michael Miller
Ruby Millsap
Vicki Muto
Daryle Nagano
Binh Ngo
Dee Marie Nieto
Annette Owens
Ann Patterson
Gretchen Potts-Jones
Vincent Pruden
Michael Quinn
Tina Riggs
Karen Roberts
Lois Roberts
Gary Robertson
Fariba Sadeghi-Tabrizi
Victoria Sanchez
Katherine Sheehan
Holly Sneed
Susan Ste Marie
Laura Thompson
Sandra Trepasso

Helene Wagner
Carl Walsh
Kimberly Wilkinson

Suzanne Wong
Lucretia Wright

Health Sciences & Athletics

Raymond Adoc
Brandon Alcocer
Bille Jo Anthony
Ray Asaro
David Bacon
Sivi Banks-Carson
Jaymie Baquero
Joy Bostic
Salomay Corbaley
Lisa Correa
Linda Delzeit
Juan Diaz
Arshad Fazalbhoy
Susan Ferme
Suzette Frio
Joan Gahan
Diana Galias
Don Gereau
Norene Gift
Elizabeth Hazell
Karen Hellwig
Jennifer Henderson
Hiroko Hojo
William Hood
Bonnie Hughes
Kevin Hughley
Naveed Hussain
Shiny Johnson
Christina Johnson

Bonnie Kayser
Kelly Holt
Yeon Kim
Matthew Kirk
Stacy Komai
Elizabeth Leon
Grace Lines
Monica Lizarraga
Valentino Lopez
Elaine Martinez
Katarzyna McGoldrick
Stan Mintz
Douglas Mizukami
Josephine Moore
Patrick Moore
Helen Nakano
Mary Ogi
Norkor Omaboe
Victoria Omuson
Nobeyba Ortega
Paula Park
Margie Ramos
Heather Riley
Amy Scarlet
Stacie Schurman
Linda Scott
Elizabeth Stieglitz
Elizabeth Sweeney
Susan Zareski

Humanities

Amanda Ackerman
Rebecca Ahn
Karen Amano-Tompkins
Maria Barrio De Mendoza
Maria Bauer
Natasha Bauman
Vicki Blaho

Jason Bostick
Ronald Brutti
Nancilynn Burruss
Zeina Chakhchir
Kathleen Collins
Georgiana Coughlan
David Cron

Yolanda Cuesta
Cathleen Daniel
Agnes Davies
Allison DeVaney
Stefanie Elwood
Lisa Gaydosh
Tiffany Gebhard
Antonio Gonzalez
Ellen Griffin
Latosha Guy
Julia Hackner
Kathy Hall
Yvette Hawley
Jeremy Hector
Greta Hendricks
Susan Herdzina
Jennifer Hill
Elizabeth Hindeman
Jennifer Holt
Patricia Hoovler
Miriam Houssels
Aura Imbarus
Roberto Jimenez
Francesca Kemitch
Bruce Kemane
Angie Kirk
Gary Kohatsu
Kim Krizan
Sylwia Kulczak
Mari Lopez
Debra Lorango
Karen Lugo
Heather MacDonald
Meagan Madigan
Susan Magabo
Clinton Margrave
Francisca Mejia

Industry & Technology

Mark Arnold
Gayle Baizer
Scott Botma
Charlene Brewer-Smith

John Millea
Yuki Minekawa
Andres Moina
Kathleen Motoike
Susan Nozaki
Sumino Otsuji
Megan Ozima
Jan Parrish
Leah Pate
Dianne Pearce
Bonita Pereyra
Rossella Pescatori
Lana Phillips
Claudia Prada
Robert Puglisi
Cynthia Quintero
Luivette Resto
Silvia Ribelles de la Vega
Natalie Ricard
Shannon Richardson
Kim Runkle
Jelena Savina
Joyce Marie Schenk
Amir Sharifi
Grace Shibata
Gwendelyn Silva
Shannon Simis
Christopher Stevens
Eric Takamine
Kanzo Takemori
Cindy Tino-Sandoval
Yukiko Tsuboi
Kathy Vertullo
Wendy Wright
Xiaowen Wu
Hailiang Zhao
Alfred Zucker

David Brock
Michael Brownlie
Roberto Causey
Kevin Coffelt

Nicholas Colin
Bruce Cook
Victor De La Torre
Timothy Dennis
Robert Diaz
Jeffrey Donahue
Mark Early
Michael Effler
James Ellingson
Stephen Ellis
Robert Engler
Lynn Fielding
Dorothy Foral
Gregory George
Belinda Goodwin
Dudley Gray
Bridgitte Green
Matthew Griffin
Charles Hamilton
Meredith Jackson
Margaret Johnson
William Johnson
Brent Kooiman
Thomas Kurth
James Lemmon
Mary Lyons
Michael Marshall
Richard Martinez

Learning Resources

Anita Colby
John Fowler
Margaret Murphy
Eloise Nelson
Lauren Poelvoorde

Mathematical Sciences

Vage Avakyan
Adalinda Avila
Robert Bauman
Beyenne Bayssa
Robert Caldwell
Minh Can

Donald Mason
Sheila Murray
Nick Nickolin
Annette Owens
Charles Owens
Maximeno Pena
Priscilla Ratcliff
Philip Reno
Eugene Rock
Bernardo Rodriguez
Rey Rojo
Linda Schuetze
Oscar Serrano
John Skipper
Michael Smith
Lynn Strobel
Bradley Sweatt
Kim Swobodzinski
Dale Ueda
Daniel Valladares
Shirley Warren
Sue Warren
William Warren
Frank Weeks
Carl Whitaker
David Winkler
Issac Yang

Bruce Russell
Patricia Sophos
Jane Terry
Douglas Thompson

Wei-Feng Chen
Marilyn Cortez
Zekarias Dammerna
Dimetrios Dammerna
Bruce Dovner
Abdelwahab El-Abyad

Farid Faridpak
Henri Feiner
Timothy Ferguson
Winfred Ferrell
Manolita Formanes
Binyam Gebremicael
Marguerite George
Jack Gill
Astatke Gizaw
Megan Granich
Moises Gutierrez
William Hemmer
Laura Hinckley
Raymond Ho
Anthony Hoang
Thu-Hang Hoang
Shiuling Huang
London Jamar Shannon
Avid Khorram
William Latto Jr.
Duc Le
Loan Le
Michael Lee
Gayathri Manikandan
Steve Martinez
Jose Martinez
Perry McDonnell
Wendy Miao
Hang Minh Nguyen
Cuong Nguyen

Natural Sciences

Robert Altermatt
Premilla Arasasingham
Andrey Balakin
Nicholas Bonness
Robin Bouse
Michael Brennan
Rebecca Donegan
Changming Dong
Charles Drew
Lynn Fielding
Diana Garcia

Diem Nguyen
Alice O'Leary
Aida Ovanessian
Delores Owens
Mai-Anh Pham
Mohammad Rahnavard
Russell Reece
Marion Reeve
Matthew Robertson
Malinni Roeun
Tatiana Roque
Lemik Saakian
Oussama Safadi
Allen Sampson
Ellis Shamash
Azzam Shihabi
Richard Sibner
Shane Smith
Alan Stillson
Patricia Stoddard
Gizaw Tadele
James Wan
Er-Xiang Wang
Patrick Webster
Rich Wong
Jung Woo
May Xu
Christie Yang
David Yee
Michael Zeitzew

Leo Hayashibara
Lilia Illes
Shimonee Kadakia
Norm Kadomoto
Melvin Kantz
Hyun Ko
Jed Laderman
Octavian Le
Laurie Len
Natalia Lev
Chih Min Lew

Robert Lindsay
Lida Masoudipour
Huyen Nguyen
Leon Palmer
Ansha Qian
Peter Reonisto
Vineeta Sachdev

Rajinder Sidhu
Thomas Stewart
Susan Stolovy
Rosmery Tajiboy
Michel Van Biezen
Karla Villatoro
Steven Wiltgen

Special Resources Center

Trishmonisha Blagdon
Tisa Casas
Rachel Friedman
Barbara Gomez
Bonnilee Kaufman
Edward Kelly
Sheila Lenham
Robert LoParo
Poh-Gaik T eh
Lee Elle Tullis

Classified Personnel:

1. Retirement - Mr. Ivan Claxton, Custodian, Range 20, Step E, Facilities Planning and Services Division, Administrative Services Area effective July 6, 2012, and that a plaque be presented to him in recognition of his services to the District since 1999.
2. Retirement - Mr. Gary DuChateau, 50% Custodian, Range 20, Step E, 50% Utility Worker, Range 23, Step E, Facilities Planning and Services Division, Administrative Services Area effective July 30, 2012, and that a plaque be presented to him in recognition of his services to the District since 1977.
3. Military Leave of Absence 100% (Paid) - Mr. Kenny Galan, Police Officer, Range 1, Step E, Campus Police Division, Administrative Services Area, effective July 16 through July 27, 2012.
4. Amend Personal Leave of Absence from 50% - 100% - Ms. Thi Mong Thu Van Nguyen, Student Services Advisor, Range 35, Step E, Counseling and Student Services Division, Student and Community Advancement Area, effective July 2, 2012 through June 30, 2013.
5. Personal Leave of Absence 14.25% - Ms. Kimberly Wilkinson, Costume Technician, Range 31, Step E, Fine Arts Division, Academic Affairs Area, effective August 25 through December 14, 2012.
6. Extend Work Out of Classification - Ms. Shobhana Warriar, Senior Clerical Assistant Range 24, Step E, to Administrative Assistant II (Confidential), Range 10, Step A, Vice President's Office, Administrative Services Area, effective June 1 through September 30, 2012.

Special Services Professional

7. Re-Employment - Ms. Pauline Annarino, Special Services Professional, Range 7, Step 3, of the Special Services Professional Salary Schedule, not to exceed \$93,080, Special Resource Center/Health Sciences & Athletics Division, Academic Affairs Area, effective July 2, 2012 through June 30, 2013.
8. Re-Employment - Ms. Sharon Cortez, Special Services Professional, Range 5, Step 5, of the Special Services Professional Salary Schedule, Behavioral and Social Sciences Division, not to exceed \$83,200, effective July 2, 2012 through June 30, 2013.

Temporary Classified Services Employees – (not to exceed 170 days per year)

9. Ms. Susan E. Bray-Magnall - Interim Assistant Director Facilities Planning and Services Division, Range 8, Step 1, Facilities Planning and Services Division, Administrative Services Area effective July 17 through December 31, 2012.
10. Ms. Hye Kwon - Clerical Assistant, Range 22, Step A, Business Services Division, Administrative Services Area, to perform clerical duties, effective August 1, 2012 through June 30, 2013.
11. Ms. Phan Tran - 75% Clerical Assistant, Range 27, Step A, Business Division, Academic Affairs Area, to answer phones and performing receptionist duties, three days per week 7:45 a.m. - 4:30 p.m. effective August 1, 2012 through June 30, 2013.
12. Ms. Saori Ueno - Clerical Assistant, Range 22, Step A, Counseling and Student Services Division, Student and Community Advancement Area, to provide clerical support, 40 hours per week, effective August 1, 2012 through June 30, 2013.

B. TEMPORARY NON-CLASSIFIED SERVICE EMPLOYEES

It is recommended that the Board authorize employment of the following Temporary Non-Classified Service Employees, subject to funding, as shown in items 1-28.

The following Temporary, Non-Classified Service Employees are to be hired for the 2012-2013 fiscal year, paid hourly, effective August 1, 2012 through June 30, 2013, days and hours vary as needed, unless otherwise stated.

Campus Police Aide Series

1. Campus Police Aide III

The following individuals are to be responsible for non-hazardous police services to the students, staff, and faculty of El Camino College and other departmental duties.

Gustavo Campos, \$11.00 per hour
Emmanuel Ramirez, \$11.00 per hour

2. Campus Police Aide IV

The following individuals are responsible for overseeing the Campus Police Cadet program, maintenance and servicing the parking permit machines, and performing non-hazardous services for the college community.

Christopher Moreno, \$12.50 per hour
George Rosales, \$12.50 per hour

Instructional Aide Series

3. Instructional Aide I

The following individuals are to assist instructors or other staff in a classroom or laboratory setting with basic tutoring, support services, and accommodations for students.

Matthew McGill, \$8.00 per hour
Shogo Nishiyama, \$8.00 per hour
Evan Sisson, \$8.25 per hour

4. Instructional Aide II

The following individuals are to provide basic tutoring, support services, computers and equipment maintenance, and accommodations for students.

Jessica Asbell, \$9.25 per hour
Ysamar Barboza, \$9.25 per hour
Christina Heath, \$9.25 per hour
Sandra Lopez, \$9.25 per hour
Monique Metzger, \$9.25 per hour
Kevin Morente, \$9.25 per hour
Rachel Stokes, \$9.25 per hour
Marine Tawfik, \$9.25 per hour
Luiza Valle, \$9.25 per hour
Norma Vargas, \$9.25 per hour
Meghan Yap, \$9.25 per hour
Niha Zaidi, \$9.25 per hour

5. Instructional Aide III

The following individuals are to provide intermediate level tutoring, lab support, maintain records, and other accommodations for students.

Kristina Christian, \$10.00 per hour
Jennifer Clarry, \$11.50 per hour
Amber Grace, \$10.50 per hour
Phorious Whitmore, \$11.00 per hour

6. Instructional Aide IV

The following individual is to provide instructional support services and accommodations for students.

Louvena Ford, \$11.75 per hour

The following individual is to provide assistance at the El Camino College Fire Academy for Standards for Training Certification and Watchkeeping (STCW) maritime training.

Max Rodriguez, \$12.25 per hour

The following individual is to provide teaching assistance and technical support for the Emergency Medical Technician program.

Alisha Albanese, \$12.25 per hour

7. Instructional Aide V

The following individual is to provide student and office assistance, instructional and classroom support services, and online support.

Linda Morford, \$13.00 per hour

8. Instructional Aide VI

The following individuals are to provide support as tutors to EOPS/CARE eligible students in a variety of subjects meeting the needs of low-skilled level students to increase retention.

Huong Duong, \$19.00 per hour

Janette Kuvhenguhwa, \$19.00 per hour

Hector Ruiz, \$19.00 per hour

Office Aide Series

9. Office Aide I

The following individuals are to assist the staff with basic tasks.

Verna Bolton, \$8.00 per hour

Pirkko DeBar, \$8.00 per hour

Dawn Ertl, \$8.00 per hour

Satoe Fukushima, \$8.00 per hour

10. Office Aide II

The following individual is to assist with office tasks, daily operations and maintenance such as compile, input, maintain data, payment process, customer service, and supporting division staff as needed.

Joann Rubal, \$9.50 per hour

11. Office Aide III

The following individual is to provide support and assistance imaging Financial Aid documents and supporting division staff as needed.

Celestine Hale, \$10.50 per hour

12. Office Aide VI

The following individual is to perform general clerical duties related to the office operations of the Small Business Development Center including compiling and inputting WebCATS system data, report preparation, conducting research, and monitors and tracks workshops and materials.

Nancy Cisneros, \$17.00 per hour

Program Aide Series

13. Program Aide I

The following individual is to provide basic assistance with daily program operations.

Martina Mirkovich, \$8.00 per hour

14. Program Aide II

The following individual is to provide basic support services in the Humanities Academic Strategies Lab.

Stephanie Deal, \$9.25 per hour

15. Program Aide III

The following individual is to assist staff with creating computer generated documents and establish and maintain communication aspects and materials for the South Bay Children's Choir.

Lauri Goldenhersh, \$10.50 per hour

16. Program Aide IV

The following individual is to assist with program duties for the El Camino College choral.

Marcia Armstrong, \$12.25 per hour

17. Program Aide V

The following individuals are to assist with the preparation and installation duties and maintenance of art installations in the Art Gallery.

Pirkko De Bar, \$14.00 per hour
Jueiming Shui, \$14.00 per hour
Kevin Tuxford, \$14.00 per hour

18. Program Aide VI

The following individual is to coordinate employees and volunteers, and manage auditions and travel arrangements for the Beginning Chorus program.

Susan Benson, \$17.00 per hour

Sports Aide Series

19. Sports Aide VI

The following individuals are to assist the coaching staff with the coordination of all aspects of practice and competition.

Lonnie Bennett, \$17.00 per hour
David Crockett, \$17.00 per hour
Kevin Duncan, \$17.00 per hour
Kevin Frederick, \$17.00 per hour
Bryant Hansbrough, \$17.00 per hour
Leon Lautalo, \$17.00 per hour
Ever Morataya, \$17.00 per hour
Kenny Talanoa, \$17.00 per hour
Trayvon Waller, \$17.00 per hour

The following individuals are to be responsible for providing a safe and effective environment for exercise training and supervise the Fitness Center.

Nicholas Jones, \$15.00 per hour
Melissa Sanchez, \$15.00 per hour

Assistive Linguistics Professional Series

20. Assistive Linguistics Professional II

The following individuals are to provide language interpreting support services between Deaf and Hard-of Hearing students, staff and their hearing peers, the classroom instructor and other personnel, and must possess National Certification.

Clarence Dionisio, \$42.50 per hour (eff. 6/6/12 to 6/30/12)

Educational Professional Series

21. Education Professional I

The following individuals are to model for the Fine Arts life drawing and painting classes.

Xavier Alderette, \$25.00 per hour
Jonathan Beck, \$25.00 per hour
Timothy Beck, \$25.00 per hour
Robert Brajnikoff, \$25.00 per hour
Sherry Eckhart, \$25.00 per hour
Shirley Hernandez, \$25.00 per hour
Brandon Humphrey, \$25.00 per hour
Constance Ilg, \$25.00 per hour
Steven Jacobsen, \$25.00 per hour
Rebecca Revelle, \$25.00 per hour
Helena Rowe, \$25.00 per hour
Karen Wright, \$25.00 per hour

22. Educational Professional II

The following individual is to teach Basic, Low, or High Intermediate English as a Second Language class (Language Academy).

Roseanne Liu, \$38.00 per hour

The following individual is to provide professional instruction in the beginning chorus program using specialized knowledge of the Alexander technique.

Pamela Blanc, \$55.00 per hour

The following individuals are to assist faculty by teaching the beginning or intermediate levels of the choir for the South Bay Children's choir.

Bud Bisbee, \$37.00 per hour
Mary Herzbrun, \$37.00 per hour
Julie Huff-Corallo, \$37.00 per hour
Taryn Koch, \$37.00 per hour
Ellen Steinmetz, \$37.00 per hour

Program Professional Series

23. Program Professional I

The following individual is to prepare lessons, direct sectional rehearsals, and rehearse the boys' chorus as the rehearsal facilitator for the South Bay Children's Choir.

Maza Zimmerman, \$25.00 per hour

24. Program Professional III

The following individual is to meet with injured athletes and administer physical exams for students.

Dr. George Thompson, \$56.00 per hour

25. Program Professional IV

The following individual is to provide writing and editing services, including interviewing students, alumni and employees for articles and news releases.

Mary Ann Harmon, \$65.00 per hour

Training Professional Series

26. Training Professional II

The following individual is to provide professional development and training for Graphic Design software.

Ronald Miranda, \$40.00 per hour

27. Training Professional III

The following individual is to provide parenting classes and various family supportive programs to inmates of the local Federal Correctional facilities.

Theresa Reed, \$55.00 per hour

The following individual is to provide not-for-credit instruction in a variety of computer programs to Workforce Investment Act eligible participants seeking short-term job skills retraining.

Beverly Anthony, \$60.00 per hour

28. Training Professional IV

The following individuals are to assist businesses in a variety of services including consultation with business leaders to optimize company productivity, maximize employee performance, achieve profitable results, and develop custom tailored training solutions to address business goals and objectives.

Jose Enriquez, \$90.00 per hour

James Reckers, \$90.00 per hour

The following individual is to adapt or develop training materials and conduct training programs to facilitate employee development.

Servando Gereau, \$120.00 per hour

C. STIPENDS FOR COMPTON EDUCATION CENTER

It is recommended that the following classified staff be paid a monthly stipend for work at the Compton Education Center, effective July 1, 2012 through June 30, 2013. All stipends may be rescinded with 30 days notice.

\$100

Charlene Sakatani

Donna Takahama

D. NOTICE AND SCHEDULING OF HEARING: REOPENER NEGOTIATIONS – EL CAMINO COMMUNITY COLLEGE DISTRICT AND EL CAMINO CLASSIFIED EMPLOYEES, LOCAL 6142, CFT/AFT/AFL-CIO

It is recommended that the Board of Trustees schedule a public hearing and adoption of the following subjects for reopener negotiations at its meeting on July 16, 2012.

ECCE wishes to sunshine its proposals for reopeners to our current contract that expires on December 31, 2014. ECCE seeks improvements, changes and modifications in the language of the following articles:

Article 5 – Hours of Service

Article 15 – Insurance Benefits

Or any other article that both parties may agree upon.

The El Camino Community College District wishes to sunshine its proposals for reopeners to the current bargaining agreement that expires on December 31, 2014. The District seeks improvements, changes and modifications in the language of the following articles:

Article 6 – Compensation

Article 21, Section 4 - Educational Reimbursement

Or any other article that both parties may agree upon.

**Agenda for the El Camino Community College District Board of Trustees
from
Compton Education Center
Barbara Perez, Vice President**

Page No.

A. Accreditation Update – Information 61

COMPTON EDUCATION CENTER

A. ACCREDITATION UPDATE – INFORMATION

It is recommended that the Board receive for information the following internal planning document on the process for accreditation at the Compton Center.

[The Process to Accreditation](#)

An Internal Planning Document

Overview

Both the El Camino Community College District and the Compton Community College District are fully committed to obtaining independent accreditation for El Camino College Compton Educational Center. The districts are moving forward in this endeavor in accordance with the goals set forth in A.B. 318 and through the Partnership Agreement between the two parties.

When the partnership began, a primary objective was to provide quality educational programs and services for student success. By initiating new student programs and expanding current offerings student success has become a focus throughout the El Camino College Compton Community Educational Center. Academic programs initiated or expanded during the last five years include: supplemental instruction, First Year Experience, student-led tutoring, a nursing simulation lab, and the Alpha Gamma Sigma (AGS) Honor and Scholarship Society. Expanding Career Technical Education offerings in programs such as aerospace fastener manufacturing; heating, ventilation and air conditioning; and robotics has also expanded opportunities for student success.

Additionally, student success is evident through the increase in the number of El Camino College Compton Center students earning degrees. Financial support for students has also expanded - 60 El Camino College Compton Center students received a total of \$46,100 in scholarships for 2011. A targeted financial aid awareness campaign resulted in 3,244 students submitting Free Application for Federal Student Aid (FAFSA) forms in 2011, a 12 percent increase from the prior year.

More than \$1.6 million in grant funds has been provided to El Camino College Compton Center since 2006. Grant monies have been used to initiate a variety of new academic offerings and to enhance existing programs, including robotics, HVAC, aerospace fastener and career advancement academies.

In consultation with the Accreditation Steering Committee (ASC), the Compton District Interim CEO, the ECC Vice President of Compton Center, and the ECC Compton Center Accreditation Liaison Officer, will facilitate training for all Compton Center participants

in the accreditation process, through the Accrediting Commission for Community and Junior Colleges' online site.

Accomplishments Achieved for Accreditation Eligibility

The ASC established five subcommittees in the following eligibility categories: Organization (1,2,3,4,5,6), Instruction (7,8,9,10,11,), Faculty (12,13), Student Services (14,15, 16), Financial Integrity (17,18), Planning and Evaluation (19), Public Information (20) and Relations with the Accrediting Commission (21). The 21 Eligibility Criteria were reviewed for objective assessment of tasks, and ECC Compton Center's readiness for eligibility.

The ASC and its five subcommittees have worked diligently since November 2010 to assess and respond to their sections of the Eligibility Criteria. Subcommittee members developed three levels of assessment for each eligibility criteria: criteria met, criteria not met or criteria partially met. Currently, 16 criteria have been met; one criterion will be met when the eligibility application is filed; the Student Learning and Achievement criterion is partially met; and the financial Resources, financial Accountability, and Institutional Planning and Evaluation criteria have not been met.

The ASC developed a draft document responding to the Eligibility Criteria; it is available online: www.compton.edu/campusinformation/accreditation/docs/Accreditation-Eligibility-Report-No-2-FINAL-10-26-2011.pdf, and on the El Camino College and El Camino College Compton Center websites.

Open forums were held to discuss the proposal and to answer questions and concerns. The ASC members reviewed and responded to comments and feedback from the forums. Training for participants in the accreditation eligibility process continues to ensure all are current with the accreditation standards.

A Communications Plan was developed featuring open forums to share progress updates, accreditation newsletters geared toward internal and external communities, and an accreditation Web page on the El Camino College and El Camino College Compton Center websites. To further advance outreach efforts to the community, a document titled "Five Years of Success: Report to the Community" was developed and widely distributed to the community. It is available online: www.compton.edu/campusinformation/accreditation/docs/Accreditation-Eligibility-Report-No-2-FINAL-10-26-2011.pdf. This document outlines the progress and student success stories El Camino College Compton Center has achieved since the beginning of the partnership.

Projected Timeline Going Forward To Eligibility Proposal Submittal

Estimating a timeline is a complex process, influenced by the fact there will be tasks that take longer than planned; others may not take as long as anticipated. The eligibility application process is based upon the ECC Compton Center having the appropriate documentation to meet the ACCJC standards. Once the documentation is ready, the application will be submitted by El Camino College. Therefore, any timeline must remain flexible.

Spring/Summer 2012

1. Continue expanded coordination of the assessment of SLO statements in the Student Services and Academic Affairs areas. Compile documentation showing revisions to courses and programs that improve student learning and which are based on SLO assessments.
2. Document evidence showing strong links between the budgeting and planning processes.
3. Implement fiscally sound policies and procedures in the Business Office.
4. Resolve any CCCD prior year audit findings.
5. Reconstitute the Fiscal Integrity Accreditation subcommittee.
6. Make progress toward transferring the functions performed by ECC on behalf of the Compton Center to Compton offices and personnel.
7. Schedule and host a collegial consultative Planning Summit.
8. Produce and distribute widely, an update to the “Process to Accreditation” document.

Fall 2012

1. Post 2nd draft of narrative document that describes the Center’s status in meeting the 21 eligibility criteria on the Portal and review document with the El Camino College Cabinet, Senior Management and other constituencies.
2. Hold open forum to discuss the 2nd draft of narrative document.
3. Publish information on El Camino College and ECC Compton Center websites.
4. Present a copy of the 2nd draft of narrative document to the ECCCD and CCCD Board of Trustees for review and comment.
5. Schedule and host a collegial consultative Accreditation Summit.

Spring 2013

1. Identify writing team and editor to revise narrative document.
2. Review the 2011-2012 fiscal year audit to determine if the CCCD meets the ACCJC fiscal eligibility requirements.
3. If yes: process continues below.
4. If no: the process for submitting Eligibility Application is postponed, for one year.

Fall 2013/Spring 2014

1. Process for writing Eligibility Application continues
2. ECC Compton Center ALO initiates contact with the chair of the Accrediting Eligibility Committee to review the final draft and discuss areas that need to be rewritten and/or need additional documentation.
3. Determine if the Eligibility Proposal will be submitted to the Accrediting Commission Eligibility Committee for review at its June 2014 meeting, or if submission will be postponed for six months for review by the Committee at its January 2015 meeting.

Summer/Fall 2014

The Accrediting Commission informs the El Camino College President whether the Eligibility Proposal for the ECC Compton Center is approved.

1. If yes – the Compton Center prepares for the initial Self Study for candidacy.
2. If no – the ACCJC will determine the next steps for the ECC Compton Center.

Accreditation Candidacy

Once accreditation eligibility status is granted by the Accrediting Commission, El Camino College will prepare to apply for candidacy for the ECC Compton Center. The following steps must be completed:

1. The Accrediting Commission informs El Camino College of the timeframe for the Self Study for candidacy.
2. Candidacy includes a Self Study Report, which is a two- to four-year process to prepare for submission to the Accrediting Commission.
3. Once candidacy is granted, the ECC Compton Center must remain in compliance with the Standards of Accreditation throughout the entire candidacy period, which is granted for two years, but may not exceed four years.

Initial Accreditation Review

If candidacy is granted by the ACCJC, during the candidacy stage, El Camino College will apply for initial accreditation of its Center. This will include submitting another Self Study Report and an ACCJC team visit. The ACCJC will review the team report and recommendations and make a determination on whether to grant Initial Accreditation, defer action, deny Initial Accreditation or extend Candidacy.

Agenda for the El Camino Community College District Board of Trustees
From
The Office of the President and Board of Trustees
Thomas M. Fallo, Superintendent/President

A. Travel.....Page 66

A. Travel

1. It is recommended that the Board approve the following travel for Thomas M. Fallo, with no loss of salary, at no cost to the District:
 - a. Statewide Association of Community Colleges, Joint Powers Authority
Fiscal Year 2012-2013, to attend meetings throughout the State of California, transportation and necessary expenses paid by Statewide Association of Community Colleges, Joint Powers Authority.
 - b. Schools Association for Excess Risk
Fiscal Year 2012-2013, to attend meetings throughout the State of California, transportation and necessary expenses paid by Statewide Association of Community Colleges, Joint Powers Authority.
2. It is recommended that the Board approve the following travel for Thomas M. Fallo, with no loss of salary, transportation and necessary expenses paid:
 - a. Salute to Jack Scott – A Legacy of Service
August 15, 2012 – Sacramento, CA
 - b. California Community Colleges Chief Executive Officers Meetings
Fiscal Year 2012-2013 – State of California.
 - c. California State Legislative Session
Fiscal Year 2012-2013 – Sacramento, California.
 - d. Association of Community Colleges Trustees Meetings
Fiscal Year 2012-2013.
 - e. Community College League of California Meetings
Fiscal Year 2012-2013 – State of California.
 - f. California Community Colleges – Board of Governor Meetings
Fiscal Year 2012-2013 – State of California.
 - g. Association of California Community College Administrators
Fiscal Year 2012-2013 – State of California.
 - h. Accrediting Commission for Community and Junior Colleges
Fiscal year 2012-2013 – State of California.
 - i. Department of Education
Fiscal year 2012-2013 – Washington, D.C.

- j. Chancellor's Office of the California Community Colleges
Fiscal year 2012-2013 – Sacramento, CA
 - k. American Association of Community Colleges
Fiscal year 2012-2013 – Various Locations
3. It is recommended that the Board approve the attendance of Student Trustee Jasmine Hormati at the Community College League of California 2012 Student Trustee Workshop in San Francisco, California, August 10-11, 2012, with transportation and necessary expenses paid.

Non Consent Agenda

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A Bond Resolution #07-16-2012-1 (Election of 2002, Series 2012C)	69
B Bond Refunding Resolution #07-16-2012-2 (Election 2002, Series 2006B)	108
C Bid Award - Utility Infrastructure Project Phase 2	131
D 2012 Facilities Master Plan Update.....	131
E Resolution #07-16-2012-3 Ordering an Election, and Establishing Specifications of the Election Order	132

A. Bond Resolution #07-16-2012-1 (Election of 2002, Series 2012C)

It is recommended the Board of Trustees approve the resolution authorizing the issuance of El Camino Community College District, Los Angeles County California General Obligation Bonds (Election of 2002), Series 2012C.

Resolution posted on web:

http://www.elcamino.edu/administration/board/agendas/2008/Resolution_07-16-2012-1.pdf

RESOLUTION NO. 07-16-2012-1

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE EL CAMINO COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF EL CAMINO COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) GENERAL OBLIGATION BONDS, ELECTION OF 2002, SERIES 2012C, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the El Camino Community College District (the “District”), Los Angeles County (the “County”), State of California on November 5, 2002 (the “Election”) and thereafter canvassed pursuant to the law; and

WHEREAS, at such election there was submitted to and approved by the requisite vote of fifty-five percent or more 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 not-to-exceed \$394,516,464, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”); and

WHEREAS, on April 1, 2003, the Board of Supervisors of the County (the “County Board”) issued on behalf of the District the first series of bonds under the Authorization in an aggregate principal amount of \$63,700,000, designated as El Camino Community College District (Los Angeles County, California) General Obligation Bonds, Election of 2002, Series 2003A (the “Series 2003 Bonds”); and

WHEREAS, on September 26, 2006, the County Board issued on behalf of the District the second series of bonds under the Authorization in an aggregate principal amount of \$150,000,000, designated as El Camino Community College District (Los Angeles County, California) General Obligation Bonds, Election of 2002, Series 2006B (the “Series 2006 Bonds”); and

WHEREAS, at this time the Board has determined that it is necessary and desirable to provide for the issuance by the District on its own behalf of the third series of bonds under the Authorization, in an aggregate principal amount not-to-exceed ~~*\$180,216,464~~ \$180,816,464 to be styled as “El Camino Community College District (Los Angeles County, California) General Obligation Bonds, Election of 2002, Series 2012C (the “Bonds”);

***Item corrected during Board meeting.**

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”), 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 one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds;

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

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;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE EL CAMINO 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 (the “Projects”), 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 the Act in one or more series of taxable or tax-exempt bonds, with appropriate designation if more than one series is issued, and as any combination of Current Interest, Capital Appreciation and Convertible Capital Appreciation Bonds (as defined herein) as set forth in the fully-executed Purchase Contract (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 (as 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 ~~*\$180,216,464~~ \$180,816,464. *Item corrected during Board meeting.

SECTION 2. Paying Agent. This Board does hereby appoint the Los Angeles County Treasurer and Tax Collector as the Paying Agent (defined herein) for the Bonds on behalf of the District. The Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this Resolution. This Board hereby approves 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 not paid from the proceeds of the sale of the Bonds may be paid in each year from taxes levied and collected for payment of the Bonds, 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 Superintendent/President of the District (the “President”) or the Vice President, Administrative Services of the District (the “Vice President”). 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 RBC Capital Markets, LLC, on behalf of itself and Piper Jaffray & Co. (collectively, the “Underwriters”) 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. The 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 bond purchase contract (the “Purchase Contract”) by and between the District and RBC Capital Markets, LLC, as representative of the Underwriters, for the purchase and sale of the Bonds, substantially in the form on file with the Secretary or Clerk of the Board, is hereby approved and the President, Vice President or such other officer of the District as the President or Vice President may designate (collectively, the “Authorized Officers”) each alone, are hereby authorized and requested to acknowledge the execution of such Purchase Contract; provided, however, that the maximum true interest cost on the Bonds shall not exceed the maximum rate permitted by law and the Underwriter’s discount, excluding original issue discount thereon and expenses and costs of issuance, shall not exceed 0.5% of the aggregate principal amount of Bonds 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 ~~*\$180,216,464~~ \$180,816,464 and to enter into and execute the Purchase Contract with the Underwriter, 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 (excluding fees of the Bond Insurer, if any), will equal approximately 2.0% of the principal amount of the Bonds.

~~*Item corrected during Board meeting~~

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) **“Accreted Interest”** means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the Accreted Value thereof as of the date of calculation, minus the Denominational Amount thereof.

(b) **“Accreted Value”** means, with respect to the Capital Appreciation Bonds and with respect to the Convertible Capital Appreciation Bonds prior to the Conversion Date thereof, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on February 1, 2013 (unless otherwise provided in the Purchase Contract)) at the stated Accretion Rate to maturity or conversion thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

(c) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond, and compounded semiannually on each February 1 and August 1 (commencing on February 1, 2013), produces the Maturity Value on the maturity date, in the case of a Capital Appreciation Bond, and the Conversion Value on the Conversion Date, in the case of a Convertible Capital Appreciation Bond.

(d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value or Maturity Value of and interest on the Bonds.

(e) **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract or the Official Statement) (i) with respect to the Current Interest Bonds, February 1 and August 1 of each year, commencing February 1, 2013, with respect to the interest on the Current Interest Bonds, and the stated maturity dates thereof, with respect to the Principal payments on the Current Interest Bonds, (ii) with respect to the Convertible Capital Appreciation Bonds, February 1 and August 1 of each year, commencing on the first such February 1 or August 1 following the respective Conversion Dates thereof, with respect to the interest on the Convertible Capital Appreciation Bonds and the stated maturity dates thereof, with respect to the payments of the Conversion Value of the Convertible Capital Appreciation Bonds, and (iii) with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually to maturity as shown in the table of Accreted Values for such Bonds in the Official Statement.

(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 Certificate”** means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(i) **“Conversion Date”** means, with respect to Convertible Capital Appreciation Bonds, the date from which such Bonds bear current interest.

(j) **“Conversion Value”** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(k) **“Convertible Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually to the respective Conversion Dates thereof as shown in the table of Accreted Values for such Bonds in the Official Statement, and which bear interest from such respective Conversion Dates on the Conversion Value thereof, payable semiannually on each Bond Payment Date, all as set forth in the Purchase Contract.

(l) **“Current Interest Bonds”** means the 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.

(m) **“Denominational Amount”** means, with respect to the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the initial principal amounts thereof.

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

(o) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Bonds.

(p) **“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.

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

(r) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

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

(t) **“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.

(u) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(v) **“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 Federal Securities 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.

(w) **“Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(x) **“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.

(y) **“Paying Agent”** mean, initially, the Los Angeles County Treasurer and Tax Collector, or any successor thereto, acting in the capacity of paying agent, bond registrar, authenticating agent and transfer agent for the Bonds.

(z) **“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 rated in at least the second highest category by each rating agency then rating the Bonds, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Director of Finance, and (vi) State and Local Government Series Securities.

(aa) **“Principal”** or **“Principal Amount”** means, with respect to any Current Interest Bond, the principal amount thereof and, with respect to any Capital Appreciation Bond or Convertible Capital Appreciation Bonds, the Denominational Amount thereof.

(bb) **“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 excludable 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.

(cc) **“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.

(dd) **“Rating Agencies”** means Standard & Poor’s Rating Services and Moody’s Investors Service.

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

(ff) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(gg) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(hh) **“Tax-Exempt Bonds”** means any Bonds the interest in 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.

(ii) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(jj) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation Bond, the Conversion Value.

SECTION 6. **Terms of the Bonds.**

(a) **Denomination, Interest, Dated Dates.** The Bonds shall be issued as Bonds registered as to both Principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination, if necessary), and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof. The Bonds shall bear or accrete interest at a rate or rates such that the interest rate shall not exceed that permitted by law.

Each Current Interest Bond shall be dated the date of delivery thereof or such other date as shall appear in the Purchase Contract or Official Statement (the “Dated Date”), and shall bear interest 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 its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each

\$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Official Statement or Purchase Contract. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Conversion Value as shown in such Accreted Value Table. Notwithstanding the preceding provisions of this paragraph, in the event that the amount shown in the Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

Before its Conversion Date, each Convertible Capital Appreciation Bond shall not bear current interest but will accrete in value through the Conversion Date thereof, from its Denominational Amount on the date of delivery thereof, to its Conversion Value on the applicable Conversion Date. From and after its Conversion Date, each Convertible Capital Appreciation Bond will bear current interest, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the respective Conversion Dates thereof.

(b) Redemption.

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

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

(iii) 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 identified below, 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 as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, and (C) the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof, and further provided that the Purchase Contract may provide that, 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 redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Notice of Redemption. 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 may be conditioned on the receipt of monies sufficient to pay the Principal, Maturity

Value or Conversion Value of, and interest due on, such Bonds on the date set for such redemption. 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 Principal Amount, Conversion Value or Accreted Value 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 or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

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

(a) At least 20 but not more than 60 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.

(b) At least 20 but not more than 60 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 Securities Depository.

(c) At least 20 but not more than 60 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.

Neither failure to receive or failure to publish 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.

With respect to any notice of redemption of Bonds pursuant to Section 6(b)(i) hereof, 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 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, and 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 notice of redemption 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 notice of redemption was given, that such moneys were not so received.

(v) 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 Transfer 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.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest 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 by an independent escrow agent selected by the District, as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of an independent escrow agent selected by the District for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be 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.

(vii) 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 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 held by the Paying Agent irrevocably held in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds and Convertible Capital Appreciation Bonds after the Conversion Date, 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 (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) 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 notice of redemption, (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 Accreted Value, Conversion Value, Principal, 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 Accreted Value, Conversion Value, or 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 Accreted Value, Conversion Value, or 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 Accreted Value, Conversion Value, or Principal of, and 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 Accreted Value, Conversion Value, or Principal of, and 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 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 to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value, Conversion Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, 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 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, 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 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, 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 Maturity Value, Conversion Value or 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 Maturity Value or 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 do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to the Board, 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 remains outstanding, the District will cause the Paying Agent to maintain and keep at its principal

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, Conversion Value, or Accreted Value of and premium, if any, and interest on any 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 Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal 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 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 Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

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 and Transfer 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 Bond Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor 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 manual 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. 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. 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 15th 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 notice of redemption 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 Current Interest Bond (or Convertible Capital Appreciation Bond after its respective Conversion Date) 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 wire transfer or 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, Conversion Value or Maturity Value 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 Current Interest Bonds, the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds, and the Accreted Value, Conversion Value and redemption premiums, if any, on Convertible Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, Accreted Value, Conversion Value, Principal and premiums, if any, 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 general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. 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 forms 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 and the Purchase Contract.

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 fund hereby authorized to be created to be known as the “El Camino Community College District General Obligation Bonds, Election of 2002, Series 2012C Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes of 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 if the Bonds are issued in more than one series. The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the “El Camino Community College District General Obligation Bonds, Election of 2002, Series 2012C Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of Accreted Value, Conversion Value, or Principal of and interest on the Bonds, and for no other purpose. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the 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 Accreted Value, Conversion Value or 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 proceeds of the Bonds received by the District. To the extent costs of issuance are paid from such proceeds, the District, may direct that a portion thereof, in an amount not to exceed two percent of the Principal Amount of the Bonds, 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.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, and 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 which are rated in at least the second highest rating category by one of the three Rating Agencies. 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 Accreted Value, Conversion Value or 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 “El Camino Community College District General Obligation Bonds, Election of 2002, Series 2012C 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.

(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 (1½%) 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* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the Principal, Conversion Value and Accreted Value of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is to be used the payment of the Principal, Conversion Value and Accreted Value of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal, Conversion Value and Accreted Value 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 the Principal, Conversion Value and Accreted Value of and interest on the Bonds. DTC will thereupon make payments of Principal, Conversion Value and Accreted Value and interest on the Bonds to the DTC Participants who will thereupon make payments of Principal, Conversion Value and Accreted Value 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, 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 or Clerk of 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 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 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, interest, Conversion Value or Accreted Interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of Principal, interest, Conversion Value or Accreted Interest on the 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 that were past due interest components, 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, Conversion Value or Accreted Value, 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 amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds outstanding and designated for defeasance, including all Principal, Conversion Value, Maturity Value, interest and premium, if any; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby 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 Paying Agent or an 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 Investors Service or Standard & Poor’s. 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 “AAA” by Standard & Poor’s or “Aaa” by Moody’s Investors Service.

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 the moneys of the District.

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.

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 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 property taxes in each year sufficient to pay all Principal, Maturity Value, Conversion Value 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 Principal, Maturity Value, Conversion Value 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 appoints RBC Capital Markets, LLC, and Piper Jaffray & Co. as the Underwriters, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, and Caldwell Flores & Winters, Inc., as Financial Advisor, all with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

SECTION 25. **Resolution to County Treasurer-Tax Collector.** The Secretary to or Clerk of 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 Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The form of the

Continuing Disclosure Certificate, included as Appendix C to the Preliminary Official Statement, is hereby approved. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27. **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 28. **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 29. **Effective Date.** This Resolution shall take effect immediately upon its passage..

PASSED, ADOPTED AND APPROVED this 16th day of July, 2012, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

President of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

SECRETARY’S CERTIFICATE

I, Thomas Fallo, Secretary to the Board of Trustees of the El Camino 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 July 16, 2012, 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: _____

Secretary to the Board

EXHIBIT A

FORMS OF BONDS

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

EL CAMINO COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2002, SERIES 2012C

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
___% per annum August 1, ____ Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The El Camino 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 February 1, 2013. 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 January 15, 2013, 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 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 U.S. Bank National Association, 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 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 Register 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 Current Interest 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 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 5, 2002, upon the question of issuing bonds in the amount of \$394,516,464 and the resolution of the Board of Trustees of the District adopted on July 16, 2012 (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* 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 (i) \$_____ principal amount of Current Interest Bonds, of which this bond is a part, (ii) Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the initial principal amount and \$_____ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated 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 15th 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 Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest 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 Current Interest Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Current Interest 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 is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

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 District in such manner as the District 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 in any order of maturity selected by the District or, if not so selected, 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 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 payment in full for the bonds has been received; 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.

IN WITNESS WHEREOF, the El Camino 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][Clerk] to the Board of Trustees of the District, all as of the date stated above.

EL CAMINO COMMUNITY COLLEGE DISTRICT

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

COUNTERSIGNED:

(Facsimile Signature)
[Secretary][Clerk] 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 _____, 2012.

TREASURER AND TAX COLLECTOR OF
LOS ANGELES COUNTY

By: U.S. BANK TRUST NATIONAL
ASSOCIATION, as Agent

Authorized Officer

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

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

EL CAMINO COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2002, SERIES 2012C

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP
August 1, ____ Date of Delivery

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The El Camino 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 Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing February 1, 2013, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, 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 U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

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 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 5, 2002, upon the question of issuing bonds in the amount of \$394,516,464 and the resolution of the Board of Trustees of the District adopted on July 16, 2012 (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* 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 (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, and of which \$_____ represents the initial principal amount and \$_____ represents the Conversion Value.]

[The Capital Appreciation Bonds are not subject to redemption prior to their stated maturity dates.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, 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 15th 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.

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 Capital Appreciation 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 payment in full for the bonds has been received; 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.

IN WITNESS WHEREOF, the El Camino 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][Clerk] to the Board of Trustees of the District, all as of the date stated above.

EL CAMINO COMMUNITY COLLEGE DISTRICT

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

COUNTERSIGNED:

(Facsimile Signature)
[Secretary][Clerk] 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 _____, 2012.

TREASURER AND TAX COLLECTOR OF
LOS ANGELES COUNTY

By: U.S. BANK TRUST NATIONAL
ASSOCIATION, as Agent

Authorized Officer

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 face of the within bond in every particular, without alteration or by 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

(Form of Legal Opinion)

(Form of Convertible Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

EL CAMINO COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2002, SERIES 2012C

ACCRETION RATE TO <u>CONVERSION DATE</u>	CONVERSION <u>DATE</u>	INTEREST RATE AFTER THE <u>CONVERSION DATE</u>	MATURITY <u>DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____	_____, 20__	_____	_____, 20__	_____, 2012	_____

REGISTERED OWNER: CEDE & CO.

INITIAL PRINCIPAL AMOUNT:

CONVERSION VALUE :

The El Camino 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 Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the initial principal amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing February 1, 2013, at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the principal amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year, commencing _____, 20__ (the "Bond Payment Dates"). This bond will bear such 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 _____ 15, 20__, in which event it will bear interest from the Conversion Date. Conversion Value 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 U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Accreted Value or Conversion Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

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 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 5, 2002, upon the question of issuing bonds in the amount of \$394,516,464 and the resolution of the Board of Trustees of the District adopted on July 16, 2012 (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* 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 (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the initial principal amount and \$_____ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated 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 15th 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 Convertible Capital Appreciation Bonds are not subject to redemption prior to 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 Convertible Capital Appreciation 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 payment in full for the bonds has been received; 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 El Camino 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][Clerk] to the Board of Trustees of the District, all as of the date stated above.

EL CAMINO COMMUNITY COLLEGE DISTRICT

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

COUNTERSIGNED:

(Facsimile Signature)
[Secretary][Clerk] 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 _____, 2012.

TREASURER AND TAX COLLECTOR OF
LOS ANGELES COUNTY

By: U.S. BANK TRUST NATIONAL
ASSOCIATION, as Agent

Authorized Officer

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 face of the within bond in every particular, without alteration or by 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

(Form of Legal Opinion)

B. Bond Refunding Resolution #07-16-2012-2 (Election of 2002, Refunding of Series 2006B)

It is recommended the Board of Trustees approve the resolution authorizing the issuance of El Camino Community College District (Los Angeles County, California) 2012 General Obligation Refunding Bond (Election of 2002, Refunding of Series 2006B). Resolution posted on web:

http://www.elcamino.edu/administration/board/agendas/2008/Resolution_07-16-2012-2.pdf

EL CAMINO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 07-16-2012-2

RESOLUTION AUTHORIZING THE ISSUANCE OF EL CAMINO COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2012 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the El Camino Community College District (hereinafter referred to as the “District”), on November 5, 2002 and thereafter canvassed pursuant to law; and

WHEREAS, at such election, there was submitted to and approved by the requisite vote of 55% or more of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$394,516,464, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “2002 Authorization”); and

WHEREAS, pursuant to the 2002 Authorization, the District caused the issuance of (i) \$63,700,000 of its General Obligation Bonds, Election of 2002, Series 2003A (the “2003 Bonds”) and (ii) \$150,000,000 of its General Obligation Bonds, Election of 2002, Series 2006B (the “2006 Bonds”);

WHEREAS, pursuant to the Act (as defined herein), the District is authorized to issue general obligation refunding bonds (the “Refunding Bonds”) to refund all or a portion of the outstanding 2006 Bonds (so refunded, the “Refunded Bonds”); and

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 whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

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

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

SECTION 30. **Purpose.** To refund all or a portion of the outstanding principal amount of the 2006 Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds in one or more series of bonds, to be styled as the “El Camino Community College District (Los Angeles County, California) 2012 General Obligation Refunding Bonds,” with appropriate series designation if more than one series of bonds is issued, in an aggregate principal amount not-to-exceed \$70,000,000. 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 31. **Paying Agent.** The Board does hereby authorize the appointment Treasurer and Tax Collector (the “Treasurer”) of Los Angeles County (the “County”) as Paying Agent (defined herein) for the Refunding Bonds on behalf of the District. The Treasurer is authorized to contract with any third party to perform the services of Paying Agent hereunder.

SECTION 32. **Terms and Conditions of Sale.** To best access the capital markets, the Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Superintendent/President of the District (the “President”) or the Vice President, Administrative Services of the District (the “Vice President”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 33. **Approval of Purchase Contract.** The form of bond purchase contract (the “Purchase Contract”) by and between the District and RBC Capital Markets, LLC, on behalf of itself and Piper Jaffray & Co., Inc. (collectively, the “Underwriters”) for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the President, the Vice President and such other officer or employee of the District as the President or Vice President may designate (collectively, the “Authorized Officers”), each alone, are hereby authorized to execute and deliver the Purchase Contract, but 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 the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the underwriting discount (but excluding original issue discount, if any) shall not exceed 0.5% 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 \$70,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 34. **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):

“**Act**” means Sections 53550 *et seq.* of the California Government Code.

“**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.

“**Bond Payment Date**” means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2013 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2013 with respect to the principal payments on the Refunding Bonds.

“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.

“Depository” means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 6(c) hereof.

“DTC” means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

“Escrow Agent” means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

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

“Federal Securities” means the securities as permitted, in accordance with the respective authorizing resolution pursuant to which the 2006 Bonds were issued, to be deposited with the Escrow Agent for the purpose of defeasing the 2006 Bonds.

“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.

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

Refunding Bonds canceled at or prior to such date;

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

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

“Owners” or **“Registered Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

“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 successor financial institution, acting as paying agent, verification agent, transfer agent, bond registrar for the Refunding Bonds.

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

“Securities Depository” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

“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 each Outstanding Refunding Bond, the principal amount thereof.

SECTION 35. Terms of the Refunding Bonds.

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 to “Cede & Co.,” the nominee of DTC.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract (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.

Redemption.

Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

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

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

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 as directed by the District and, in the absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, the Purchase Contract may provide that, 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.

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.

Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (each, 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 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 with respect thereto shall cease to accrue.

With respect to any notice of redemption of Refunding Bonds pursuant to Section 6(b)(i) hereof, 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 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, and 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 notice of redemption 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 notice of redemption was given, that such moneys were not so received.

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

(A) At least 20 but not more than 60 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.

(B) At least 20 but not more than 60 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 each of the Securities Depository.

(C) At least 20 but not more than 60 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.

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 notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

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 Transfer 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.

Effect of Notice of Redemption. 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 by an independent escrow agent selected by the District, as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of an independent escrow agent selected by the District for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds to be so 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.

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 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.

Book-Entry System.

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 the register of bonds ("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).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such Participant holds an interest in such 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 the 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 the Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the 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 the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the Registered Owner of such the 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 the 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, and premium, if any, and interest on the 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, and premium, if any, and interest on the 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.

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.

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 the 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).

Payments 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 the Refunding Bonds and all notices with respect to such Refunding Bonds 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.

Transfer of Refunding Bonds to Substitute Depository.

The Refunding Bonds shall be initially registered in the name of the Nominee. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

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;

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

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.

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.

In the case of a partial redemption 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.

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 36. **Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the President of the Board, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary of the Board, 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. There shall be attached to each Refunding Bond the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the manual or facsimile signature of the Secretary of the Board, said certificate to be in substantially the following form:

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, Board of Trustees

SECTION 37. **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 designated 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, maturity and Transfer Amount upon presentation and surrender at the designated 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 designated 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 Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual 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 District as prescribed in Section 7 hereof. 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 15th 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 notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 38. 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, and redemption price, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, principal and premiums, if any, 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 general obligations of the District, payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 39. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form included as Appendix A hereto, 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:

SECTION 40. **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 true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 41. **Deposit of Proceeds of Refunding Bonds; Escrow Agreement.** An amount of proceeds from the sale of the Refunding Bonds sufficient to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the “El Camino Community College District, 2012 General Obligation Refunding Bonds Escrow Fund” (the “Escrow Fund”) established under the Escrow Agreement, 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 “El Camino Community College District, 2012 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. 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 and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of 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, 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 42. **Rebate Fund.**

General. If necessary, there shall be created and established a special fund designated the “El Camino Community College District 2012 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 that certain 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").

Deposits.

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.

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 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 (1½%) 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).

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.

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,

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

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.

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.

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.

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.

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

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 43. 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* 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 placed in the Debt Service Fund of the District and used 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* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 44. Arbitrage Covenant. The District 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.

SECTION 45. Legislative Determinations. 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 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 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 46. **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 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 Refunding Bonds and 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 47. **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 of 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 that were 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 48. **Defeasance.** All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

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

Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, if any, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment 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 Paying Agent or an 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, 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 Investors Service or Standard & Poor's. 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 "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 49. Other Actions, Determinations and Approvals.

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.

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.

The Board anticipates that the Refunded Bonds will be redeemed on the first optional redemption date therefor following the issuance of the Refunding Bonds.

The Board hereby appoints U.S. Bank National Association as Escrow Agent for the Refunding Bonds and approves the Escrow Agreement in substantially 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 either individual's execution and delivery thereof.

The Board hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel with respect to the issuance of the Refunding Bonds. The Board hereby appoints RBC Capital Markets, LLC and Piper Jaffray & Co., Inc. as Underwriters and Caldwell Flores & Winters, Inc. as Financial Advisor with respect to the issuance of the Refunding Bonds.

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.

SECTION 50. Resolution to Treasurer and Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 51. **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 Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the Continuing Disclosure Certificate substantially in the form appended to the Preliminary Official Statement, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 52. **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 53. **Effective Date.** This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of July, 2012, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President, Board of Trustees
El Camino Community College District

Attest:

Secretary to Board of Trustees
El Camino Community College District

SECRETARY'S CERTIFICATE

I, Thomas Fallo, Secretary to the Board of Trustees of the El Camino Community College 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 said District duly and regularly and legally held at the regular meeting place thereof on July 16, 2012, 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: _____, 2012

Secretary

APPENDIX A

(Form of Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

EL CAMINO COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____% per annum August 1, _____ _____, 2012 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The El Camino 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 February 1, 2013. 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 January 15, 2013, 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 U.S. Bank National Association, as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the designated 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 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 General Obligation Bonds, Election of 2002, Series 2006B, 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 July 16, 2012 (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* 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 Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, 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 Refunding 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 Refunding Bond during a period beginning with the opening of business on the 15th 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 day on which the applicable notice of redemption is given or (b) to transfer any Refunding 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 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:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

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 Refunding Bonds 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 of Refunding Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District 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 in any order of maturity selected by the District or, if not so selected, 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 payment in full for the Refunding Bonds has been received; 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 Refunding 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 El Camino 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][Clerk] of the Board of Trustees, all as of the date stated above.

EL CAMINO COMMUNITY COLLEGE DISTRICT

By: _____
(Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
[Secretary][Clerk], 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 _____, 2012.

U.S. BANK NATIONAL ASSOCIATION, as Paying
Agent

By: _____
Authorized Officer

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.

By: _____ (Facsimile Signature)
[Secretary][Clerk] to Board of Trustees

(Form of Legal Opinion)

C. Bid Award – Utility Infrastructure Project Phase 2

It is recommended the Board of Trustees approve an award of bid to the low bidder, Minco Construction, in the total amount of \$10,177,700 for the Phase 2 Utility Infrastructure Project located at the El Camino College District - Compton Community Educational Center. President Fallo has been notified that the Compton Center Special Trustee has awarded the contract contingent on the approval by the California Community College Chancellor’s Office and the State of California Department of Finance and the El Camino Community College Board of Trustees.

The low bid is within the project budget.

RECOMMENDED BIDDER	BID AMOUNT
Minco Construction	\$10,177,700
OTHER BIDDERS:	
Pinner Construction	\$10,399,000
Bernards	\$10,459,000
Stronghold Engineering	\$10,827,100
USS Cal Builders	\$10,937,000
MallCraft	\$11,488,000
Excel Paving Company	\$12,837,437

FUNDING

As information, the project is funded with State Construction Act Funds and Compton Community College District Measure CC Funds. 12.6% of the original project budget estimate is provided by Measure CC Funds as a local match.

D. 2012 Facilities Master Plan Update

It is recommended the Board of Trustees adopt the 2012 Facilities Master Plan Update (FMP). A complete copy of the 2012 Facilities Master Plan Update can be viewed at: <http://www.elcamino.edu/administration/facilities/docs/ECC-Facilities-Master-Plan-Update-07-2012.pdf>

A component of the College’s Comprehensive Plan, the Facilities Master Plan (FMP) is reviewed and updated periodically. The previous review occurred in 2010. In 2012, the process of review and updating occurred. The plan was presented to the Facilities Steering Committee in February, April and June of 2012. That advisory

committee expressed their full support for this recommended 2012 Facilities Master Plan.

Several significant factors influenced the planning effort. One factor is the realization that State funding opportunities are, and likely will continue to be, limited. Also, the adoption of the 2010 Building Code made the renovation of many campus buildings uneconomical. Further, the relocations and displacements necessary to renovate existing buildings would place a severe burden on the College's efforts to provide quality programs. The new plan addresses these factors by increasing the number of new buildings, decreasing the number of renovation and anticipating a greater reliance upon local funding.

The new recommended plan is not fully funded. The overall cost of the FMP is \$768 million dollars. Remaining Measure E Funding is \$208 million. To implement the complete recommended plan, approximately \$350 million of additional funding will be required.

Recommended budget revisions will be forthcoming to the Board upon their approval on the 2012 Facilities Master plan.

E. Resolution #07-16-2012-3 Ordering an Election, and Establishing Specifications of the Election Order

It is recommended that the Board of Trustees adopt Resolution #07-16-2012-3.

Resolution posted on web:

http://www.elcamino.edu/administration/board/agendas/2008/Resolution_07-16-2012-3.pdf

The resolution before the Board calls an election within the District for the purpose of approving school bonds, to request the Los Angeles County Registrar of Voters to conduct the election on behalf of the District, and to authorize the preparation of election materials including ballot arguments and tax rate statement, to be included in the ballot pamphlet.

State law requires the Board of Trustees to order school district elections. The Los Angeles County Registrar of Voters will conduct the election on behalf of the District, including publishing all required notices. This resolution meets the statutory requirements for describing the projects to be funded with the proceeds of the bonds, which is included as Exhibit B to the resolution. A 75-word summary of the measure, as it will appear on the ballot, is also included in the resolution as Exhibit A. The resolution also authorizes the preparation and filing of a tax rate statement, which must be included in the ballot pamphlet, describing the anticipated rates of tax throughout the life of the bond issue. The resolution also authorizes, but does not commit, the Board and/or individual members of the Board to prepare and sponsor a

ballot argument in support of the bond measure. No more than five (5) persons may sign the ballot argument.

This election will be called under constitutional and statutory provisions that require fifty-five percent (55%) voter approval, and certain accountability requirements, including annual independent financial and performance audits of how funds are spent, and the formation of a Citizens' Bond Oversight Committee. Following adoption, the resolution (including the signed tax rate statement) must be delivered to the Registrar of Voters and the Board of Supervisors. State law requires that 2/3rd of a school board support the resolution calling an election requiring 55% voter approval. At least four (4) Board members must be present and vote "Yes" in order to call the election.

RESOLUTION NO. 07-16-2012-3

RESOLUTION OF THE BOARD OF TRUSTEES OF THE EL CAMINO COMMUNITY COLLEGE DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the El Camino Community College District (the “District”) has determined that certain educational facilities and equipment at El Camino College, need to be constructed, renovated, acquired and equipped in a fiscally prudent manner, to enable the District to maintain El Camino College as a valuable community resource that provides an affordable, local education, and increases the educational opportunities of the local students, veterans and active military in the District who desire to learn job skills and transfer to four-year universities; and

WHEREAS, because the U.C. and State college systems are becoming so expensive, more students are relying on community colleges, such as El Camino College, and the high quality, affordable college options they provide; and

WHEREAS, in today’s tough economic times and competitive job environment, the El Camino College must continue providing important training and education for local residents entering the workforce for new professions; and

WHEREAS, due to the growing number of returning military personnel, as well as active military persons, the upgrading of counseling and support services facilities for military veterans, active military and their families is a high priority of the District; and

WHEREAS, notwithstanding ongoing efforts to obtain sufficient facility money from the State of California (the “State”), the State has been unable to provide the District with enough money for the District to adequately improve El Camino College for all its students and that State facility funding is increasingly conditioned on the District’s ability to locally fund a portion of the costs of El Camino College campus upgrades; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional funding for such facility, technology, and safety needs by means of a general obligation bond; and

WHEREAS, ongoing State budget cuts threaten the quality of local college and the El Camino College’s only remedy is securing local funding that the State cannot take away; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade facilities, enhance university transfer and job training, offset State budget cuts through increased efficiency and enable the District to qualify for State matching funds; and

WHEREAS, a local measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, in the considered judgment of the Board, mindful of the unparalleled opportunity that currently low construction costs and historically low interest rates afford, it is in the best interests of the District residents to provide additional facility and site improvement funding to meet such needs now by means of a general obligation bond, for the evidence gathered indicates that if these needs are not addressed now, they will only become more pressing and more costly; and

WHEREAS, Proposition 46, approved by the voters of the State of California on June 3, 1986 (“Proposition 46”), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those *ad valorem* taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act (“Proposition 39”) which, as of its effective date, reduced the voter threshold for *ad valorem* tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the “Act”) became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39, which prohibit any bond money to be used for administrator salaries and other operating expenses of the District shall be strictly enforced by the District’s Citizens’ Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the “Elections Code”) requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on November 6, 2012, and to request the Los Angeles County Registrar of Voters to perform certain election services for the District; and

WHEREAS, in the judgment of the Board, it is advisable to request the Los Angeles County Registrar of Voters to call an election pursuant to Proposition 39 on the question of whether general obligation bonds shall be issued and sold on behalf of the District for purposes set forth below.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE EL CAMINO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, Sections 15264 *et seq.* and Government Code Section 53506, hereby requests the Los Angeles County Registrar of Voters to call an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$350 million (the "Bonds") shall be issued and sold to raise money for the purposes described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter sample ballot pamphlet.

Section 2. That the date of the election shall be November 6, 2012.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A" and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit "A" is subject to the following requirements and determinations:

(a) the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including faculty and administrator salaries and other college operating expenses;

(b) that the Board, in compliance with Proposition 39, and in establishing the projects set forth in Exhibit "B", evaluated the safety, enrollment trends, class size, class availability, information technology and the job training needs of the District;

(c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond moneys get expended for the projects identified in Exhibits "A" and "B" hereto;

(d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended and accounted for;

(e) that the Board will cause the appointment of a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274. The Citizens' Oversight Committee shall initially consist of at least seven (7) members and at no time consist of less than seven (7) members, with the possible exception of brief periods to fill any unexpected vacancies. The Citizens' Oversight Committee may not include any employee or official of the District or any vendor, contractor or consultant of the District. The Citizens' Oversight Committee shall include all of the following: One (1) member who is active in a business organization representing the business community located within the District; One (1) member who is active in a senior citizens'

organization; One member who is active in a bona fide taxpayer association. In furtherance of its specifically enumerated purposes, the Citizens' Oversight Committee may engage in any of the following activities relating solely and exclusively to the expenditure of the Proposition 39 bond proceeds:

- (i) Receive and review copies of the annual, independent financial and performance audits performed by independent consultant(s);
- (ii) Inspect District facilities and grounds to ensure that Proposition 39 bond revenues are expended in compliance with applicable law;
- (iii) Receive and review copies of all deferred maintenance proposals or plans developed by the District;
- (iv) Review efforts of the District to maximize Proposition 39 bond revenues by implementing cost-saving programs; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15340 *et seq.* and 15264 *et seq.* and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 6. That the Los Angeles County Registrar of Voters and the Los Angeles County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2012 within the District.

Section 7. That this Resolution shall stand as the "order of election" to the Los Angeles County Registrar of Voters to call an election within the boundaries of the District on November 6, 2012.

Section 8. That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to the Los Angeles County Registrar of Voters no later than August 10, 2012.

Section 9. That the maturity of any Bonds issued pursuant to Section 15300 *et seq.* of the Education Code hereto shall have a maturity not exceeding twenty-five (25) years, and Bonds issued pursuant to Section 53506 of the Government Code shall have a maturity of not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531. The Board approves of the filing of a Tax Rate Statement with the Los Angeles County and directs its publication.

Section 10. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation.

EXHIBIT A

EL CAMINO COLLEGE IMPROVEMENT/TRANSFER/JOB TRAINING MEASURE. “To prepare students for universities/transfer/jobs, including nursing, healthcare, fire-fighting and high-tech jobs, by expanding science labs, upgrading outdated electrical systems, wiring, green energy for savings, building earthquake/fire-safe classrooms equipped with up-to-date technology, improving facilities for Veterans, acquiring, constructing, repairing facilities, sites/equipment, shall El Camino Community College District issue \$350,000,000 in bonds at legal rates, requiring all funds remain local, financial audits, citizen's oversight, and NO money for pensions/administrators' salaries?”

Bonds - Yes

Bonds – No

EXHIBIT B
FULL TEXT BALLOT PROPOSITION
EL CAMINO COMMUNITY COLLEGE DISTRICT
BOND MEASURE ELECTION NOVEMBER 6, 2012

The following is the full proposition presented to the voters of the El Camino Community College District.

EL CAMINO COLLEGE IMPROVEMENT/TRANSFER/JOB TRAINING MEASURE. “To prepare students for universities/transfer/jobs, including nursing, healthcare, fire-fighting and high-tech jobs, by expanding science labs, upgrading outdated electrical systems, wiring, green energy for savings, building earthquake/fire-safe classrooms equipped with up-to-date technology, improving facilities for Veterans, acquiring, constructing, repairing facilities, sites/equipment, shall El Camino Community College District issue \$350,000,000 in bonds at legal rates, requiring all funds remain local, financial audits, citizen's oversight, and NO money for pensions/administrators' salaries?”

Bonds – Yes

Bonds – No

PROJECTS

The Board of Trustees of the El Camino Community College District, to be responsive to the needs of its community, evaluated El Camino College’s urgent and critical facility needs, and its capacity to provide students and Veterans with an affordable education and prepare them for success in college and careers. Safety issues, class size and offerings, and information and computer technology were each considered, in developing the scope of projects to be funded, as outlined in the District’s 2012 Facilities Master Plan, presented to the Board on July 16, 2012 and incorporated herein by reference in its entirety (the “Master Plan”), and available for review on the District’s website (www.elcamino.edu). In developing the scope of projects, the faculty, staff and students have prioritized career training, technology used for job training and facilities available to support an affordable education, so that the most critical needs that will make El Camino College an effective place for learning, would be addressed. In the course of developing the Master Plan input was received from hundreds of constituents. It was concluded that if these facility needs were not addressed now, El Camino College would be unable to remain competitive in preparing students for jobs in high demand industries and university transfer. The Board concluded that the longer they waited to repair and upgrade El Camino College the more expensive it would be. **In implementing the El Camino College Master Plan, the Board of Trustees determines that the El Camino College MUST:**

- (i) **Ensure local students have access to AFFORDABLE, HIGH-QUALITY EDUCATION and technologies they need to go to four-year universities and compete for GOOD PAYING JOBS;**
- (ii) **Enhance space and training for FUTURE NURSES AND FIRE-FIGHTERS and provide these caregivers the latest in high tech equipment in an environmentally sound learning facility;**
- (iii) **Provide classroom space and improved course offerings to give local high school graduates and returning students the opportunity to finish required courses so that**

they can **SUCCESSFULLY TRANSFER TO CAL STATE UNIVERSITY OR A UC SCHOOL;**

- (iv) **Improve educational resources for students who are veterans or active military so that they may receive the support needed to complete their education and enter the civilian workforce; and**
- (v) **Replace the oldest buildings so that with up-to-date GREEN energy efficient systems and technology El Camino College can save thousands of dollars each year in energy costs; and**
- (vi) **Adhere to stringent FINANCIAL ACCOUNTABILITY safeguards such as:**
 - (a) **Sacramento will be prohibited from taking any of the funds raised,**
 - (b) **All expenditures will be subject to annual independent financial audits,**
 - (c) **No funds can be used for administrators' salaries and pensions,**
 - (d) **ALL FUNDS WILL BE SUBJECT TO LOCAL CONTROL,**
 - (e) **An independent citizens' oversight committee will be appointed to ensure that all funds are spent ONLY AS AUTHORIZED.**

EL CAMINO COLLEGE

Academic Facility and Technology Upgrade Projects To Help Students Transfer To Four-Year Universities Or Be Trained For Good Jobs

Goal and Purpose: Ensuring students are either prepared for transfer to University of California or State college systems or be trained for in-demand, good paying jobs is a major objective of El Camino College. Improvements to academic facilities and technology implementations will allow it to continue providing access to affordable, high quality education AND PROVIDE SPACE AND TRAINING FOR FUTURE NURSES AND FIRE-FIGHTERS, PROVIDING THESE CARE-GIVERS THE LATEST IN HIGH TECH EQUIPMENT AND GREEN LEARNING FACILITIES:

- Replace the oldest buildings to make them energy efficient saving the college thousands of dollars annually in energy costs.
- **Modernize and replace facilities for career training in well-paying careers that do not require a four-year degree.**
- Install additional electrical service capacity to improve computer technology and Internet access.
- Upgrade or replace outdated classrooms, science labs, libraries and computer systems to keep pace with technology.
- **Improve support facilities for Veterans and currently active military personnel.**
- Upgrade and replace existing information technology infrastructure and network systems to improve efficiency and increase capacity.
- Upgrade and expand telecommunications, internet and network connections.

- Build academic buildings to expand science, education, health-related careers, nursing, fire fighting and technical job training.
- Upgrade and replace technology, computers, hardware and software systems, used for job training and retraining programs.

**Essential Repair and Construction Projects To
Provide Greater Access to an Affordable Education**

Goal and Purpose: Since El Camino College is a valuable part of the community, the College needs to modernize its facilities to meet the needs of the next generation. Facilities will be improved to increase class offerings and reduce the time it requires students to complete their programs:

- Modernize science and computer labs.
- Expand course capacity in science, technology, engineering and math-related fields.
- Construct more classroom space.
- Implement improvements throughout the campus' buildings, classrooms, and other facilities to ensure access for persons with disabilities.
- **Enhance nursing and health care training facilities for those who plan on caring for our local aging population.**
- Enhance facilities dedicated to training FIRE-FIGHTERS.

**21st Century Job Training
and Revitalization Projects**

Goal and Purpose: El Camino College provides essential job training and workforce preparation for students of all ages. In today's economic times, these projects will allow El Camino to continue offering local residents training and education in the health sciences, as well as other job training and workforce programs:

- Upgrade career and vocational classrooms, labs and equipment to provide students with opportunities to learn job skills, such as robotics, machine tool technology, construction technology and administration of justice.
- Provide and maintain up-to-date technology, data and communication equipment and systems for job-training programs and facilities, and to expand on-line classes for local students.
- Renovate, repair or replace outdated laboratories, classrooms, training centers and support facilities.
- Provide students with the latest in classroom instructional equipment.
- Replace and upgrade outdated electrical systems.
- Repair or replace leaky roofs, worn-out floors, old rusty plumbing and faulty electrical systems.

* * *

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency. In addition to the listed projects stated above, the Project List at El Camino College also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List, payment of the costs of preparation of all facility planning, facility studies, environmental impact reports, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated college activities caused by construction projects. In addition to the projects listed above, repair, renovation and construction projects may include, but not be limited to, some or all of the following: renovation of student and staff restrooms; replace aging electrical and plumbing systems; repair and replacement of heating and ventilation systems; upgrade of facilities for energy efficiencies; repair and replacement of worn-out and leaky roofs, windows, walls doors and drinking fountains; removal of outdated buildings and construction of new classrooms and support buildings; installation wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; upgrade facilities to meet current earthquake safety standards; repair and replacement of fire alarms, emergency communications and security systems; upgrading, resurfacing, replacing or relocating of hard courts, fields, turf and irrigation systems; upgrade classrooms and physical education facilities; student activities center; new and compact administrative space freeing up land for more classrooms; upgrade existing parking lots; repair, upgrade and install interior and exterior lighting systems; upgrade early education job training facilities; replace water and sewer lines and other plumbing systems; improve water conservation and energy efficiency; replace outdated security systems; replace existing window systems with energy efficient systems to reduce costs; replace outdated heating, cooling and ventilation systems; improve insulation, weather proofing and roofs to reduce costs; improve access for the disabled; install and repair fire safety equipment, including alarms, smoke detectors, sprinklers, emergency lighting, and fire safety doors; inspect for/repair gas pipe leaks, replace broken concrete walks, deteriorated asphalt; replace/upgrade existing signage, bells and clocks; install new security systems, such as security (surveillance) cameras, outdoor lighting, fencing, gates and classroom door locks; replace sewer lines and improve drainage systems to prevent flooding; upgrade roadway and pedestrian paths for improved safety and access for emergency vehicles, site parking, utilities and grounds. The upgrading of technology infrastructure includes, but is not limited to, LCD projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, document projectors, upgrade voice-over-IP, call manager and network security/firewall, and other miscellaneous equipment and software.

The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District will not be able to complete some of the projects listed above. Some projects may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in

connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND COLLEGE ADMINISTRATOR SALARIES, PENSIONS AND OTHER OPERATING EXPENSES.

FINANCIAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.