Any individual with a disability who requires reasonable accommodation to participate in a Board meeting, may request assistance by contacting the President's Office, 16007 Crenshaw Blvd., Torrance, CA 90506; telephone, (310) 660-3111; fax, (310) 660-6067.



El Camino Community College District Board of Trustees Agenda, Monday, December 14, 2015 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 November 16, 2015, Pages vi - ix

III. Oath of Office

- A. William Beverly
- B. Kenneth Brown
- C. Mary E. Combs

IV. Presentations

- A. Foundation Annual Report Maribel Denner
- B. HSI STEM Endowment Donation Michael Rouse, Toyota

V. Public Comment on Annual Organizational Meeting

VI. Annual Organizational Meeting, Pages AO 1 – AO 10

- A. Election of Officers of the Board of Trustees
 - i. President
 - ii. Vice President
 - iii. Secretary
- B. Representative, Los Angeles County Committee on School District Organization
- C. Representative, Los Angeles County School Trustee Association
- D. Representative, California Community College Trustees
- E. Representative, El Camino Community College District Foundation
- F. Secretary to the Board
- G. Time, Date and Place of Board Meetings

- H. Order of Administrative Authority in Absence of Superintendent/President
- I. Acting Secretary to the Board of Trustees
- J. Documents Authorized for Signature of Acting Superintendent
- K. Signature Authorization

VII. Public Comment on Consent Agenda

VIII. Consent Agenda – Recommendation of Superintendent/President, Discussion and Adoption

- A. Academic Affairs (AA) See Academic Affairs Agenda, Pages AA 1- AA 23
- B. Student and Community Advancement (SCA) See Student Services Agenda, Pages SCA 1- SCA 62
- C. Administrative Services (AS) See Administrative Services Agenda, Pages AS 1- AS 24
- D. See Measure "E" Bond Fund Agenda, (E) Pages E 1- E 4
- E. Human Resources (HR) See Human Resources Agenda, Pages HR 1- HR 28
- F. Compton Educational Center (CC) See Compton Educational Center Agenda, Pages CC 1 – CC 6
- G. Superintendent/President (P/B) See Superintendent/President Agenda, Pages P/B 1 – P/B 4

IX. Non-Consent Agenda Pages NC 1 – NC 55

- A. Public Comment
- B. Resolution Authorizing the Issuance of El Camino Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2016A
- C. Resolution Authorizing the Issuance of El Camino Community College District (Los Angeles County, California) 2016 General Obligation Refunding Bonds

X. Public Comment on Non-Agenda Items

XI. Oral Reports

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

XII. Closed Session

A. Existing Litigation, Brown Act, Section 54956.9(a)
1. Case # BC575529

Mission Statement

El Camino College makes a positive difference in people's lives. We provide excellent comprehensive educational programs and services that promote student learning and success in collaboration with our diverse communities.

Vision Statement

El Camino College will be the college of choice for successful student learning that transforms lives, strengthens community, and inspires individuals to excel.

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.

BOARD PRESENTATIONS AND REPORTS 2015-2016

Month	Presentation	Report
July	Compton Center	FTES – Both Locations
		Outreach Plan
August	Annual Budget	Notice of Public Hearing
		Quarterly Fiscal Status
September	Enrollment Management	Accreditation Report
October	Student Equity Plan	Student Equity Plan
November	AB104 Adult Education	FTES – Both Locations
		Quarterly Fiscal Status
December	Foundation Annual Report	
January	Facilities Master Plan	Annual Financial Audit
February	Title IX	Sound Fiscal Management Accountability Reports
		Annual Factbook
		End of Year Activities
March	HSI STEM Grant	FTES (FTES) – Both Locations
April	Citizens Bond Oversight Committee	Measure E-Bond Annual Report Facilities Plan Upgrade
May	California Community College Accountability Scorecard and Student Achievement Goals	
June	Tentative Budget	Tentative Budget

June 17, 2015

EL CAMINO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES MINUTES OF THE REGULAR MEETING OF Monday, November 16, 2015

The Board of Trustees of the El Camino Community College District met at 4:00 p.m. on Monday, November 16, 2015, in the Board Room at El Camino College.

The following Trustees were present: Trustee William Beverly, President; Trustee Kenneth A. Brown, Vice President; Trustee John Vargas, Secretary; Trustee Mary E. Combs, Member; Trustee Cliff Numark, Member; and Student Member Eman Dalili.

Also present were: Dr. Thomas Fallo, Superintendent/President; Ms. Linda Beam, Vice President/Human Resources; Ms. Jo Ann Higdon, Vice President/Administrative Services; Dr. Jeanie Nishime, Vice President/Student and Community Advancement; Dr. Jean Shankweiler, Vice President/Academic Affairs; and Dr. Keith Curry, Provost-CEO/Compton Education Center.

Minutes of the Regular Board Meeting of October 19, 2015 and the Special Board Meetings of October 5, 2015, October 6, 2015, October 7, 2015, October 17, 2015 and October 23, 2015

It was moved by Trustee Combs, seconded by Trustee Vargas, that the Minutes of the Regular Board meeting of October 19, 2015 and the Special Board Meetings of October 5, 2015, October 6, 2015, October 7, 2015, October 17, 2015 and October 23, 2015 be approved as presented.

Student Member Dalili recorded a yes advisory vote. Trustees Beverly, Brown, Combs, Numark, and Vargas voted yes. Motion carried.

Employment of Superintendent/President of El Camino Community College District, Dena Maloney, Ed.D.

It was moved by Trustee Vargas, seconded by Trustee Brown, that the Board of Trustees employ Dr. Dena Maloney in the position of Superintendent/President pursuant to an employment agreement from February 1, 2016 to June 30, 2019 at the starting salary of \$255,000 (prorated on a 12-month basis), with a monthly allowance of \$600.

Student Member Dalili recorded a yes advisory vote. Trustees Beverly, Brown, Combs, Numark, and Vargas voted yes. Motion carried.

In addition to the Board members, the following staff and student spoke regarding

Dr. Maloney's employment: Ms. Luukia Smith, President of El Camino College Classified Employees; Mr. Umar Desmond, student journalist; and Ms. Nina Velasquez, Executive Director of the ECC Federation of Teachers.

The meeting recessed from 4:30-4:45 p.m. for a brief celebratory reception in honor of Dr. Dena Maloney. Trustee Combs departed the meeting at this time due to illness.

Presentation

Dr. Jean Shankweiler gave a presentation on Student Equity.

Consent Agenda

The following corrections were made:

- 1. Page HR 2, item #5 effective December 1, 2016 2015
- 2. Page HR 2, item #6 effective December 1, 2016 2015
- 3. Page HR 15, Non-Instructional, Class I BA, Hourly, Step 3 \$7.65 47.65
- 4. Page HR 15, Non-Instructional, Class I BA, Hourly, Step 4 \$9.55 49.55

It was moved by Trustee Brown, seconded by Trustee Vargas, that the Board adopt the items presented on the agenda as noted below.

<u>Academic Affairs</u> Keck Graduate Institute – Information Item Destruction of Records Proposed Curriculum Changes Effective 2016-2017 Academic Year

Student and Community Advancement

Destruction of Records Grant – Application Grant – Acceptance Board Policy 3280 (Grants) - First Reading Administrative Procedure 3280 (Grants) - Information Item Administrative Procedure 5013 (Students in the Military) – Information Item Board Policy 5110 (Counseling) – First Reading Administrative Procedure 5110 (Counseling) – Information Item Board Policy 5120 (Transfer Center) – First Reading Administrative Procedure 5120 (Transfer Center) – Information Item Board Policy 5150 (Extended Opportunity Programs and Services) - First Reading Administrative Procedure 5150 (Extended Opportunity Programs and Services) – Information Item Board Policy 5200 (Student Health Services) – First Reading Board Policy 5210 (Communicable Disease) – First Reading Administrative Procedure 5210 (Communicable Disease) - Information Item Board Policy 5405.1 (Student Political Organizations) - First Reading

Board Policy 5800 (Prevention of Identity Theft in Student Financial Transactions) First Reading
Administrative Procedure 5800 (Prevention of Identity Theft in Student Financial Transactions) – Information Item

Administrative Services Contracts Under \$86,000 Contracts Over \$86,000 Personal Service Agreements Amendments Change Order Purchase Orders and Blanket Purchase Orders

Measure E 2002 & 2012 Bond Fund Category Budgets and Balances Contract – Leighton Consulting, Inc. – Fire Training Complex Contract Amendment – Allana Buick & Bers – Athletic Education & Fitness Complex Phase II – Stadium Project Contract Amendment – Heider Engineering Services, Inc. – Athletic Education & Fitness Complex Phase II – Stadium Project Change Order – Sinanian Development, Inc. – Athletic Education & Fitness Complex Phase II – Stadium Project Purchase Orders and Blanket Purchase Orders

<u>Human Resources</u>
Employment and Personnel Changes
Temporary Non-Classified Service Employees
Approved Salary Schedules for 2016
Revised Salary Schedule for Student Workers and Temporary Non-Classified
Employees 2016
Revised Classification Specification for Supervisor Position
Revised El Camino College Local Minimum Qualifications Master's List

Compton Educational Center Compton Center Report

President and Board of Trustees 2015 Board of Trustees Evaluation Board Policy 3540 (Sexual and Gender-Based Misconduct) – Second Reading & Adoption Administrative Procedure 3540 (Sexual and Gender-Based Misconduct) Information Item Travel Student Member Dalili recorded a yes advisory vote. Trustees Beverly, Brown, Numark, and Vargas voted yes. Motion carried.

Committee of the Whole

The Board of Trustees began discussion of its annual self-evaluation and goal setting for the coming year. It was suggested that goals include an enrollment management program and support of the new Superintendent/President. It was agreed that discussion of the Board's evaluation and goals would continue at the December Board meeting when all Board members are present.

<u>Adjournment</u> Regular Meeting adjourned at 6:34 p.m.

John Vargas, Secretary of the Board

Thomas M. Fallo, Secretary to the Board

Annual Organizational Meeting

This meeting is called as prescribed in Education Code, Section 72000, for the purpose of organizing the Board of Trustees by the (A) election of a president, vice president, and secretary from the members of the Board, (B) selection of a Board Member as a representative to the Los Angeles County Committee on School District Organization, (C) selection of a Board Member as a representative to the Los Angeles County School Trustees Association, (D) selection of a Board member to review nominations for membership on the California Community College Trustees Board and make a recommendation to the Board of Trustees, (E) selection of a Board Member to serve on the El Camino Community College District Foundation; (F) appointment of a Secretary to the Board; and to (G) set the time and place of Board Meetings; (H) (I) (J) establishment of the order of authority of chief administrative officers in the absence of the Superintendent/President; and to (K) approve signatures on change orders; to approve purchase orders; to approve warrants; to authorize personnel changes. In addition, it is called as a regular meeting.

- A. <u>Election of Officers for Period December 14, 2015 through the Annual</u> <u>Organizational Meeting in December, 2016</u> It is recommended that the Board elect officers for the period December 14, 2015 through the Annual Organizational Meeting in December, 2016. 2015 Officers: President: William Beverly Vice President: Kenneth A. Brown Secretary: John Vargas
- B. Los Angeles County Committee on School District Organization The Board is to appoint a representative to the Los Angeles County Committee on School District Organization. 2015 Representative: Kenneth A. Brown
- C. <u>Los Angeles County School Trustees Association</u> The Board is to appoint a representative to the Los Angeles County School Trustees Association for 2015-2016. 2014 - 2015 Representative: Cliff Numark
- D. <u>California Community College Trustees Board Election</u> It is recommended that the Board appoint a member to review nominations for membership on the California Community College Trustees Board and make a recommendation to the Board of Trustees. 2015 Representative: Mary E. Combs

- E. <u>El Camino Community College District Foundation</u> It is recommended that the Board appoint a member to serve on the El Camino Community College District Foundation. 2015 Representative: John Vargas
- F. Secretary to the Board for Period December 14, 2015 through the Annual Organizational Meeting in December, 2016
 It is recommended that Thomas M. Fallo be appointed Secretary to the Board for the period December 14, 2015 through January 31, 2015 and Dena Maloney for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016.
- G. <u>Time, Date and Place of Board Meetings</u> It is recommended that the Board hold its regular meetings at 4:00 p.m. on the third Monday of each month or as noted below, in the Board Room in the Administration Building at El Camino College. If an El Camino Community College District holiday falls on Monday, the Board meeting will be held on the following Tuesday. Dates for 2016 are as follows:

*Tuesday Wednesday, January 19 <u>20</u>, 2016 Tuesday Wednesday, February 16 <u>17</u>, 2016 Monday, March 21, 2016 Monday, April 18, 2016 Monday, May 16, 2016 Monday, June 20, 2016 Monday, July 18, 2016 Monday, August 15, 2016 Tuesday Wednesday, September 6 <u>7</u>, 2016 Monday, October 17, 2016 Monday, November 21, 2016 Monday, December 19, 2016

 H. Order of Administrative Authority in Absence of Superintendent/President It is recommended that a Vice President be appointed to serve as Acting Superintendent/President of the El Camino Community College District in the absence of the Superintendent/President. The following order of authority is to be followed for period December 14, 2015 through the Annual Organizational Meeting in December, 2016:

Jo Ann Higdon, Barbara Perez, Jeanie Nishime, Jean Shankweiler, Linda Beam

I. <u>Acting Secretary to the Board of Trustees</u>

In the absence of the Superintendent/President and Secretary to the Board of Trustees during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, it is recommended that the Vice Presidents serve as Acting Secretary to the Board of Trustees of the El Camino Community College District in the following sequence of authority:

Jo Ann Higdon, Barbara Perez, Jeanie Nishime, Jean Shankweiler, Linda Beam *Changes made during Board meeting.

J. <u>Documents Authorized for Signature of Superintendent</u> It is recommended that the Acting Superintendent be permitted to sign documents authorized for signature of the Superintendent in his/her absence from the College during the period from December 14, 2015 through the Annual Organizational Meeting in December, 2016.

K. <u>Signature Authorization</u> It is recommended that the Board authorize signatures as follows:

- 1. Authority to Sign "A" and "B" Warrants
 - Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President Academic Affairs; Jeanie Nishime, Vice President Student and Community Advancement; Jo Ann Higdon, Vice President Administrative Services; Linda Beam, Vice President Human Resources; Barbara Perez, Vice President Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to sign "A" and "B" warrants and other documents as authorized by the Board of Trustees, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, one signature only being required. Josie Cheung and Sophie Dao, Accounting Officers, are authorized for on-line approval of "B" warrants, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016.
- 2. <u>Authority to Sign Contracts</u>
 - Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Rocky Bonura, Director of Business Services; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to be authorized to sign contracts during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, one signature only being required.
- 3. <u>Authority to Sign Purchase Orders</u> Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period

of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Rocky Bonura, Director of Business Services; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to sign purchase orders for all District funds, the Auxiliary Services fund, Trust fund, and all Associated Student funds during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, one signature only being required.

4. <u>Authority to Sign Purchase Orders for the Bookstore</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; Babatunde Atane, Director of Accounting; and Julie Bourlier, Bookstore Director, to sign purchase orders for the bookstore fund during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, one signature only being required.

5. <u>Authority to Sign Change Orders</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015
through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Rocky Bonura, Director of Business Services; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, be authorized to sign contract change orders during the period of December 14, 2015 through the Annual Organizational Meeting in December, 2016, one signature only being required.

6. <u>Authority to Sign Notices of Employment and Orders for Salary Payments</u> Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period

of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President - Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to sign Notices of Employment and Orders for Salary Payments during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, one signature only being required.

- 7. <u>Revolving Cash Fund El Camino Community College District</u> Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; Babatunde Atane, Director of Accounting; Josie Cheung and Sophie Dao, Accounting Officers, to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.
- 8. <u>Registration Fund</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

9. <u>Cash Management Fund</u> Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period

of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

10. Trust Funds

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against Trust Funds of El Camino College on deposit in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

11. Associated Students Bank Account

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against any funds of the Associated Students on deposit in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, any two signatures required.

12. <u>Bookstore Fund</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; Babatunde Atane, Director of Accounting; and Julie Bourlier, Bookstore Director, to draw money from and issue checks against any funds of the Bookstore of El Camino College on deposit in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, any two signatures required.

- 13. <u>Small Business Development Center Bank Account</u> Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.
- 14. <u>El Camino College Business Office Account</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against funds in the El Camino College Business Office account in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

15. <u>Auxiliary Services Fund</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against funds in the Auxiliary Services account in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

- 16. Dental Self-Insurance Fund, Wells Fargo Bank Account Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against the Dental Self-Insurance Trust Account with Wells Fargo Bank for up to \$30,000, during the period December 14, 2015 through the Annual Organizational Meeting December, 2016, two signatures required.
- 17. National Direct/Federal Perkins Student Loan/Nursing Loan Billing Service Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and

issue checks against any funds deposited in the Student Loan/Nursing Loan Billing Service account in City National Bank, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, any two signatures required.

18. <u>Computer Loan Revolving Cash Fund – El Camino Community College</u> <u>District</u>

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; Babatunde Atane, Director of Accounting; Josie Cheung and Sophie Dao, Accounting Officers, to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

19. <u>El Camino College Self-Insurance Account for Property and Liability –</u> <u>Keenan and Associates</u>

Continue the Self-Insurance Account for Property and Liability with the Union Bank, 1980 Saturn Street, Monterey Park, CA 91755, and that the following be authorized to sign for the account during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, facsimile signature up to \$5,000 or any two signatures together required.

El Camino College: Thomas M. Fallo, President (for the period December 14, 2015 through January 31, 2016); Dena Maloney, President (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jo Ann Higdon, Vice President – Administrative Services; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting.

Keenan and Associates: Keith Pippard, Senior Vice President; Robert McCall, Senior Claims Examiner; Cedell Bush, Senior Claims Examiner; David Seres, Chief Operating Officer; Connie Koeller, Director, Financial Analysis; Suleman Moloo, Vice President of Finance; and Arlene La Coste, Claims Manager. 20. Federal Student Financial Aid

Thomas M. Fallo, Superintendent (for the period December 14, 2015 through January 31, 2016); Dena Maloney, Superintendent (for the period of February 1, 2016 through the Annual Organizational Meeting in December, 2016); Jean Shankweiler, Vice President – Academic Affairs; Jeanie Nishime, Vice President – Student and Community Advancement; Jo Ann Higdon, Vice President – Administrative Services; Linda Beam, Vice President – Human Resources; Barbara Perez, Vice President – Compton Community Educational Center; Janice Ely, Business Manager; and Babatunde Atane, Director of Accounting, to draw money from and issue checks against funds in the Federal Student Financial Aid account in the Bank of America, Hawthorne Branch, during the period December 14, 2015 through the Annual Organizational Meeting in December, 2016, two signatures required.

Agenda for the El Camino Community College District Board of Trustees from Academic Affairs Jean Shankweiler, Vice President

Page No.

A.	Destruction of RecordsAA 2
B.	Center for the Arts Presentation – 2015-2016 SeasonAA 2
C.	Proposed Curriculum Changes Effective 2016-2017 Academic YearAA 3
D.	Student Equity Plan 2015-2016AA 13
E.	Honors Transfer Program ReportAA 13

ACADEMIC AFFAIRS

A. DESTRUCTION OF RECORD

It is recommended that the Board authorize the destruction of the records listed below. These documents have met the required retention period in accordance with California Code of Regulations, California Community Colleges Subchapter 2.5, Article 2, period of Retention 59026.

Chancellor's Office (Student Data System/Miscellaneous Census): 1990-1998 Class Count Reports: 1990-1999 College Curriculum Committee: 1962-1981 College Curriculum Committee Minutes: 1990-1993 Curriculum Notes: 1983-1987 Database Materials (Curriculum): 1990-1995 Deans Honors List: 1991-1999 Enrollment Statistics Reports: 1997-2003 Faculty Contracts: 1993 Grade Distribution Report: 1983-2002 Master Course Files: 1995-1998 Personal Status Reports: 1995 Program Review: 1994 Section Status Reports: 1984-2000 VP/AA Correspondence: 1987-1998 320 Report: 2002-2008 Employee Status Report: 1992 - 2010 VP/AA Correspondence Files: 2003-2005 VP/AA Division Files: 2003-2005

Destroy date: January 2016. Files are located in the basement of the Administration Building.

B. CENTER FOR THE ARTS PRESENTATION –2015-2016 SEASON

It is recommended that the Board approve the following Guest Artist Event in the Spring 2015-2016 Season. Cost of the Guest Artist Event is negotiated between the artists and/or their management representatives and the District.

Performances	Date	Amount
Jill Grove, Mezzo-Soprano, in Concert	03/09/16	\$1,200
with Victoria Kirsch, piano		
Payable to: Victoria Kirsch, \$1,200		

Collaborative Artist, Victoria Kirsch, has been praised for her innovative programming and strong musical presence. She is being contracted to accompany Ms. Jill Grove, mezzo-soprano at her vocal recital.

C. PROPOSED CURRICULUM CHANGES EFFECTIVE 2016-2017 ACADEMIC YEAR

The Chancellor's Office requires colleges to maintain evidence of district board approval for curricular actions. These curricular actions include new courses and programs as well as changes to existing curriculum. Faculty conduct reviews of existing curriculum to ensure compliance with local standards and Title 5 regulations. Courses are reviewed according to the College Curriculum Committee's six- year and two-year review cycles. Courses designated as Career and Technical Education (CTE) are reviewed every two years.

The curricular actions listed below are approved by the College Curriculum Committee. It is recommended that the Board approve the proposed curriculum actions, effective the 2016-2017 academic year.

BUSINESS DIVISION

Course Review; Distance Education Review

- 1. Business 25 Introduction to Business
- CTE Two-Year Course Review; Changes in Catalog Description

Current Status/Proposed Changes

1. Computer Information Systems 29 – Advanced Database Applications *Current Status/Proposed Changes*

This course offers the student advanced instruction in relational databases in a Windows environment. The student designs and develops <u>Students learn how to</u> <u>design and develop</u> a database from user specifications. Topics include analyzing source documents, normalizing a database, techniques of effective design and creating and implementing all tables and database objects. Applications used are typical business operations such as inventory and human resources.

Recommendation

This course offers advanced instruction in relational databases in a Windows environment. Students learn how to design and develop a database from user specifications. Topics include analyzing source documents, normalizing a database, techniques of effective design and creating and implementing all tables and database objects. Applications used are typical business operations such as inventory and human resources.

CTE Two-Year Course Review; Changes in Descriptive Title, Catalog Description

Current Status/Proposed Changes

1. Computer Information Systems 80 - Oracle Applications Database Programming

The effective and efficient use of an application programming language the structured query programming language (SQL), used in Oracle, SQL Server, and many other database applications, is introduced and developed in lectures and reinforced through a series of lab projects of increasing complexity. Programming techniques Topics will include the building and manipulation of tables, data retrieval, and data administration, as used in modern business.

Recommendation

Computer Information Systems 80 – Database Programming

The effective and efficient use of the structured query programming language (SQL), used in Oracle, SQL Server, and many other database applications, is introduced and developed in lectures and reinforced through a series of lab projects of increasing complexity. Topics include the building and manipulation of tables, data retrieval, and data administration, as used in modern business.

Change in Major; Program Description, Course Requirements

1. Real Estate Appraisal Option A.A. Degree

Current Status/Proposed Changes

The degree or certificates are designed to provide students with competencies to enter careers in residential and commercial real estate appraisal, escrow, exchange, development, investment, leasing, property management, sales, and title insurance. The program meets legislatively mandated education for the California Department Bureau of Real Estate (DRE) (BRE) salesperson and broker license exams as well as the Office of Real Estate Appraisal (OREA) license exam. Courses are approved by the DRE BRE and OREA for basic and continuing education, including computer applications and Uniform Standards of Professional Appraisal Practice (USPAP). Competencies are assessed using projects and exams.

Major Requirement	nts	Units
Required Core: 15 u	units	
RE 11	Real Estate Principles	3
RE 14A	Real Estate Finance I	3
RE 16	Real Estate Economics	3

RE 40	Real Estate Appraisal	3
RE 41	Advanced Real Estate Appraisal	3
two courses from: 6 un	iits from:	
RE 14B	Advanced Real Estate Finance	3
RE 19	Real Property Management	3
RE 21	Real Estate Investments	3
RE 31	Mortgage Loan Brokering and Lending	3
two courses from: 6 un	iits from:	
ARCH 150A	Architectural Drafting I	3
BUS 15	Business Mathematics	3
BUS 28	Written Business Communications	3
CIS 13	Computer Information Systems	3
LAW 6	Agency, Corporations and Partnerships	3
Total Units: 27		

Change in Major; Course Requirements, Total Units

1.	Accounting A.S. Degre	e	
	Current Status/Propose	ed Changes	
	Major Requirements		Units
	Required Core: 20 unit	S	
	BUS 1A	Financial Accounting	4
	BUS 1B	Managerial Accounting	4
	BUS 2A	Intermediate Accounting	3
	BUS 2B	Intermediate Accounting	3
	CIS-13	Computer Information Systems	3
	LAW 5	Business Law	3
	two courses from: 6-7 u	mits	
	BUS 4	Cost Accounting	3
	BUS 5A	Income Tax Accounting	4
	CIS 13	Computer Information Systems	3
	LAW 5	Business Law	3
	LAW 6	Agency, Corporations and Partnerships	3
	Total Units: 26-27 <u>27</u>		

Change in Certificate; Course Requirements

 Real Estate Appraisal Certificate of Achievement *Current Status/Proposed Changes* Certificate Requirements Required Core: 15 units

Units

RE 11	Real Estate Principles	3
RE 14A	Real Estate Finance I	3
RE 16	Real Estate Economics	3 3 3 3
RE 40	Real Estate Appraisal	3
RE 41	Advanced Real Estate Appraisal	3
two courses from:	+ <u>6 units from:</u>	
RE 14B	Advanced Real Estate Finance	3
RE 19	Real Property Management	3
RE 21	Real Estate Investments	3
RE 31	Mortgage Loan Brokering and Lending	3
two courses from:	E <u>6 units from:</u>	
ARCH 150A	Architectural Drafting I	3
BUS 15	Business Mathematics	3
BUS 28	Written Business Communications	3 3 3
CIS 13	Computer Information Systems	
LAW-6	Agency, Corporations and Partnerships	3
Total Units: 27		
Change in Certificate	; Course Requirements, Total Units	
1. Accounting Certif	ficate of Achievement	
Current Status/Pr	oposed Changes	
Certificate Requ	irements	Units
Required Core: 2	0 units	
BUS 1A	Financial Accounting	4
BUS 1B	Managerial Accounting	4
BUS 2A	Intermediate Accounting	3
BUS 2B	Intermediate Accounting	3
CIS-13	Computer Information Systems	3
LAW-5	Business Law	3
two courses from:	: 6-7 units	
BUS 4	Cost Accounting	3
BUS 5A	Income Tax Accounting	4
CIS 13	Computer Information Systems	3
LAW 5	Business Law	3
LAW 6	Agency, Corporations and Partnerships	3
Total Units: 26-2	17 <u>27</u>	

FINE ARTS DIVISION

New Course

 Art 208H – Honors History of American Art Units: 3.0 Lecture: 3.0 Faculty Load: 20.00% Recommended Preparation: eligibility for English 1A Grading Method: Letter Credit Status: Associate Degree Credit CSU Transfer Proposed UC Transfer EL Camino College AA/AS General Education - Area 3 Proposed CSU General Education - Area C1 Proposed IGETC - Area 3A

This course, designed for students in the Honors Transfer Program, is an introductory survey of American Art from its pre-colonial past to the contemporary era with a focus on the social, political, economic, and philosophical conditions that have resulted in a culturally diverse artistic tradition. The contributions and influences of immigrants, Native Americans, African Americans, Asian Americans, Chicano/Latino Americans, and European Americans will be studied in relation to historical contexts. This course is enriched through more extensive reading, writing, and research assignments using primary and scholarly secondary sources.

Note: Students may take either Art 208 or Art 208H. Duplicate credit will not be awarded for Art 208 and Art 208H.

Course Review; Nonsubstantive Changes

- 1. Art 129 Fundamentals of Color
- 2. Dance 165 African Dance

Course Review; Distance Education Review

1. Dance 101 – Dance Appreciation

HEALTH SCIENCES AND ATHLETICS DIVISION

New Course

1. Physical Education 255 – Beach Volleyball
Units: 1.0Faculty Load: 15.00%Grading Method: LetterLab: 3.0Faculty Load: 15.00%

Credit Status: Associate Degree Credit CSU Transfer Proposed UC Transfer El Camino College AA/AS General Education - Area 5 Proposed CSU General Education - Area E

This course provides instruction, strategies and practice of skills in sand volleyball. The course is designed to develop fundamental and advanced skills, knowledge of rules, team strategies and desire for future participation during leisure times.

CTE Two-Year Course Review; Nonsubstantive Changes

- 1. Respiratory Care 176 Introduction to the Respiratory Care of the Non-Critically III Patient
- 2. Respiratory Care 178 Respiratory Care of the Critically III Patient I
- 3. Respiratory Care 280 Respiratory Care of the Critically III Patient II
- 4. Respiratory Care 284 Respiratory Care of the Critically III Patient III
- 5. Respiratory Care 289 Advanced Respiratory Care of the Asthmatic Patient
- 6. Respiratory Care 290 Advanced Specialty Respiratory Gases
- Respiratory Care 291 Advanced Specialty Ventilators and Specialized Oxygen Delivery Devices
- 8. Respiratory Care 292 Advanced Clinical Application and Interpretation of Blood Gases
- 9. Respiratory Care 293 Cardiac Monitoring in Advanced Respiratory Care
- 10. Respiratory Care 294 Pulmonary Function Testing in Advanced Respiratory Care
- 11. Respiratory Care 295 Pharmacology in Advanced Respiratory Care
- 12. Respiratory Care 296 Physical Examination in Advanced Respiratory Care
- 13. Respiratory Care 297 Perinatal and Pediatric Care in Advanced Respiratory Care
- 14. Respiratory Care 298 Advanced Emergency Management

CTE Two-Year Course Review; Changes in Conditions of Enrollment (Pre/Corequisite, Recommended Preparation, or Enrollment Limitation)

 Radiologic Technology A – Introduction to Radiologic Technology *Current Status/Proposed Changes* Recommended Preparation: English 84 and Mathematics 23 or Mathematics 25

<u>Prerequisite: Mathematics 23 with a minimum grade of C or</u> <u>qualification by testing (El Camino College Mathematics Placement Test) and</u> <u>assessment; eligibility for English 1A</u>

Recommendation

Prerequisite: Mathematics 23 with a minimum grade of C or qualification by testing (El Camino College Mathematics Placement Test) and assessment; eligibility for English 1A

 Respiratory Care 282 – Fundamentals of Perinatal and Pediatric Respiratory Care *Current Status/Proposed Changes* Prerequisite: Respiratory Care 178 with a minimum grade of C Enrollment Limitation: Students must be admitted to the El Camino College Respiratory Care Program or have graduated from an accredited respiratory care program.

Recommendation

Enrollment Limitation: Students must be admitted to the El Camino College Respiratory Care Program or have graduated from an accredited respiratory care program.

 Respiratory Care 286 – Fundamentals of Pulmonary Rehabilitation and Home Respiratory Care

Current Status/Proposed Changes Prerequisite: Respiratory Care 280 with a minimum grade of C Enrollment Limitation: Students must be admitted to the El Camino College Respiratory Care Program or have graduated from an accredited respiratory care program.

Recommendation

Enrollment Limitation: Students must be admitted to the El Camino College Respiratory Care Program or have graduated from an accredited respiratory care program.

4. Respiratory Care 288 – Fundamentals of Pulmonary Function Testing *Current Status/Proposed Changes*

Prerequisite: Respiratory Care 176 with a minimum grade of C Enrollment Limitation: Students must be admitted to the El Camino College Respiratory Care Program or have graduated from an accredited respiratory care program.

Recommendation

Enrollment Limitation: Students must be admitted to the El Camino College Respiratory Care Program or have graduated from an accredited respiratory care program. Course Review; Changes in Conditions of Enrollment (Pre/Corequisite, Recommended Preparation, or Enrollment Limitation)

 Physical Education 80abc – Men's Intercollegiate Volleyball Team *Current Status/Proposed Changes* Enrollment Limitation: tryout (high school varsity experience or equivalent skill)

Recommended Preparation: high school varsity experience or equivalent skill

Recommendation

Recommended Preparation: high school varsity experience or equivalent skill.

Course Review; Changes in Catalog Description

1. Physical Education 400 – Adaptive Fitness

Current Status/Proposed Changes

This course is designed for students with disabilities and provides personalized exercise programs. The components of physical fitness such as body composition, cardiovascular flexibility, muscle endurance, flexibility muscle strength, and strength cardiorespiratory endurance will be discussed. Training principles with each component of fitness will be practiced with an understanding of benefits and training principles. Specialized adaptive exercise equipment is available. the physical and health benefits of exercise.

Note: This course is designed for students with disabilities.

Recommendation

This course is designed for students with disabilities and provides personalized exercise programs. The components of physical fitness such as body composition, flexibility, muscle endurance, muscle strength, and cardiorespiratory endurance will be discussed. Training principles with each component of fitness will be practiced with an understanding of the physical and health benefits of exercise.

2. Physical Education 401 – Adapted Strength Training

Current Status/Proposed Changes

This course provides strength training exercises is designed for students with disabilities. Exercise programs are and provides personalized and self-paced strength training programs. Fitness terminology, training principles, and the benefits from resistance exercise will be discussed. Major muscle groups will be identified with an understanding of their function and application to specific exercises. Specialized adaptive exercise equipment is available.

Note: This course is designed for students with disabilities.

Recommendation

This course is designed for students with disabilities and provides personalized strength training programs. Fitness terminology, training principles, and benefits from resistance exercise will be discussed. Major muscle groups will be identified with an understanding of their function and application to specific exercises.

3. Physical Education 402 – Adapted Swimming and Hydroexercise *Current Status/Proposed Changes*

This course is designed to meet the needs of for students with disabilities. Students will learn basic swimming skills and/or participate in and provides personalized instruction in swimming and hydroexercise programs. Water safety skills, elements of fundamental swimming strokes, and physical fitness, and training principals principles in the water utilizing buoyancy and hydrodynamic resistance will be included discussed and practiced.

Note: This course is designed for students with disabilities.

Recommendation

This course is designed for students with disabilities and provides personalized instruction in swimming and hydroexercise. Water safety skills, fundamental swimming strokes, and physical fitness training principles in the water utilizing buoyancy and hydrodynamic resistance will be discussed and practiced.

4. Physical Education 404 – Adapted Cardiovascular Fitness *Current Status/Proposed Changes*

This course provides cardiovascular exercise is designed for students with disabilities. and provides personalized instruction in cardiovascular exercise. Aerobic and/or anaerobic conditioning will be performed with an understanding of monitoring exercise <u>frequency</u>, intensity. Exercise programs are personalized and self-paced and <u>duration</u>. Fitness terminology, training principles, and benefits associated with cardiovascular of exercise will be discussed. Specialized adaptive exercise equipment is available.

Note: This course is designed for students with disabilities.

Recommendation

This course is designed for students with disabilities and provides personalized instruction in cardiovascular exercise. Aerobic and/or anaerobic conditioning will be performed with an understanding of monitoring exercise frequency, intensity and duration. Fitness terminology, training principles, and benefits of exercise will be discussed.

- 5. Physical Education 407 Adapted Bowling
 - Current Status/Proposed Changes

This course is designed for students with disabilities. <u>Students will receive and</u> <u>provides personalized instruction in the basic bowling.</u> <u>Skills, rules, etiquette,</u> scoring, and playing strategies in the activity of bowling <u>will be discussed</u>. Students will also participate in a tournament and league play during the semester. <u>Note: This course is designed for students with disabilities.</u>

Note: Students must obtain their own transportation to and from Gable House Bowl and must pay a fee per line of bowling which includes rental shoes and bowling ball.

Note: Students pay a user fee for each class meeting for bowling lanes, shoes, and bowling ball. Students must furnish their own transportation to and from the bowling alley.

Recommendation

This course is designed for students with disabilities and provides personalized instruction in bowling. Skills, rules, etiquette, scoring, and playing strategies will be discussed. Students will participate in tournament and league play during the semester.

Note: Students pay a user fee for each class meeting for bowling lanes, shoes, and bowling ball. Students must furnish their own transportation to and from the bowling alley.

New Distance Education Online/Hybrid Course Version

1. Radiologic Technology A - Introduction to Radiologic Technology

MATHEMATICAL SCIENCES DIVISION

Course Review; Nonsubstantive Changes

1. Mathematics 165 – Calculus for Business and Social Sciences

Course Review; Changes in Catalog Description

 Mathematics 270 – Differential Equations with Linear Algebra *Current Status/Proposed Changes* This course consists of a study of first-order ordinary differential equations, systems of linear equations, matrices, determinants, vector spaces, linear transformations, linear second-order ordinary differential equations, power series solutions, numerical methods, Laplace transforms, eigenvalues, eigenvectors, <u>and</u> systems of linear differential equations and applications.

Recommendation

This course consists of a study of first-order ordinary differential equations, systems of linear equations, matrices, determinants, vector spaces, linear transformations, linear second-order ordinary differential equations, power series solutions, numerical methods, Laplace transforms, eigenvalues, eigenvectors, and systems of linear differential equations and applications.

D. STUDENT EQUITY PLAN – 2015-2016

It is recommended that the Board of Trustees approve the 2015-2016 Student Equity Plan. It can be viewed on the El Camino College Website at:

http://www.elcamino.edu/administration/vpaa/docs/2015-2016-Student-Equity-Plan.pdf

E. HONORS TRANSFER PROGRAM REPORT

It is recommended that the Board of Trustees receive the annual report of the Honors Transfer Program for the 2014-15 academic year.

General Information

I. Personnel

Administrators:	Dr. Jean Shankweiler, Vice President of Academic Affairs
	Dr. Amy Grant, Interim Dean of Natural Sciences
Co-Director:	Rachel Williams, Professor of English
	Joseph Holliday, Professor of Science
Assistant:	Kahealani Kamahele
Advisory Counc	il: Sue Oda-Omori, Rene Lozano, Atheneus Ocampo, Kelsey Iino
(Counseling), Ed	luardo Munoz (BSS Division), Lucy Alamillo (Fine Arts Division),
Tom Cody and S	Sue Bachmann (Humanities Division), Robin Dreizler (Outreach),
Michael Thomps	
-	

II. Program Purpose

The Honors Transfer Program is the main program at El Camino College designed to assist highly motivated students who are preparing to transfer to the most academically rigorous universities. Many of these students are first-generation college students, and significant portions of them are from minority and disadvantaged populations, which provides the UCs and private universities much of the diversity that they seek. The demographic data from Institutional Research for the 2014-2015 academic year shows the following:

Ethnicity	Percent of Sample
Asian/Pacific Islander	33
African-American	4
Caucasian	24.5
Chicano/Latino	31.4
Two or More	6.8%
Unknown or Decline to State	.5%

III. HTP Requirements

To be eligible for the Honors Transfer Program, a student must have a minimum 3.1 GPA, write a two-page essay, and be eligible for English 1A. To continue in the HTP, a student must maintain the minimum 3.1 GPA, take an HTP-designated course every semester, and attend a workshop every semester. To complete the HTP program, a student must finish with 3.1 GPA or better, complete five HTP-designated courses, attend four HTP workshops, and have two counseling appointments.

IV. Honors Courses

The HTP offers a wide variety of courses, all of which are UC-transferable. The courses are in four divisions and are offered during both semesters, as well as summer session. The HTP-designated courses and the semester offered are listed in the table below. STEM courses required by science majors are no longer automatically included as HTP courses. There are now dedicated HTP sections of these courses, such as Bio 101, Chem 1A, Chem 4, and Physics 2A, that are offered throughout the academic year.

Honors Sections Offered	Summer 2014	Fall 2014	Spring 2015
Art 102A			Х
Art 208		Х	
Astronomy 20			Х
Astronomy 25		Х	
Biology 10	Х	Х	Х
Biology 101			Х
Biology 102		Х	
Chemistry 4			Х
Comm Studies 1	Х		
Comm Studies 12		Х	Х
Contemp Health 1		Х	Х
English 1A	Х	Х	Х
English 1B		Х	Х
English 1C	Х	Х	Х

Economics 1		X	Х
Geography 5		X	Х
History 102	X	X	Х
History 122			Х
Music 112		X	Х
Oceanography 10		X	Х
Philosophy 23		X	
Physics 2A		X	Х
Political Science 1	X	X	Х
Political Science 10		X	Х
Psychology 3		X	Х
Psychology 5		Х	Х
Sociology 101		Х	Х
Spanish 1		Х	Х

V. Membership and Completion

While exact numbers are fluid, the Honors Transfer Program currently has about 550 students. The HTP had 133 students complete the program in June 2015. About 140 new students from high school joined the program prior to the start of the fall 2015 semester, while approximately 100 continuing El Camino students joined the HTP for the fall 2015 semester. The number of students in the program remains relatively constant at around 550, due to students withdrawing or being removed for not complying with the program requirements. Approximately 10% of the students are suspended each semester for not attending a workshop, while another 10% are suspended for not taking or completing an HTP course during that semester.

Honors Transfer Program Enrollments

Year	Enrollment	Completers
2005	350	95
2006	390	92
2007	400	122
2008	420	118
2009	450	163
2010	475	160
2011	500	155
2012	520	124
2013	530	174
2014	540	158
2015	570	130+

Honors Transfer Program Update and Statistics

During the 2014-2015 academic year, the Honors Transfer Program (HTP) maintained most of the growth in both quality and quantity that it achieved the prior year. It is still considered by the Honors Transfer Council of California one of the best honors programs in the state, and a role model for honors programs at other colleges, especially those of similar size and demographics.

I. Growth of the Honors Transfer Program

During the last few years, the HTP has grown from a consistent 300 students to about 550. As a comparison, the Honors Program at Mt. San Antonio College has approximately 600 students and offers 36 honors courses during the year. Our program offers 30 courses each year (approximately 55 sections). This level of participation makes our Honors Program one of the larger Honors programs across the state, but still within the average size for colleges of our size population. We plan to grow the program over the next several years.

A substantial percentage of the honors students (57%) come directly from area high schools.

Redondo	11%
Peninsula	10%
West	9%
South	9%
Torrance	9%
North	4%
Mira Costa	4%
Narbonne	4%
El Segundo	4%
CAMS	3%
Palos Verdes	3%
Other	30%

II. Sustaining Transfers to Universities

The ECC Honors Transfer Program participates in a program with UCLA called the Transfer Alliance Program (TAP). The number of students who applied to UCLA and were TAP certified is seen in the table below. The admission rate for TAP certified students has remained fairly consistent over the past 4 years.

Year	Applied	Admitted
2009 - 2010	127	96 (76% admitted)
2010-2011	114	86 (75% admitted)
2011-2012	87	69 (79% admitted)
2012-2013	103	69 (67% admitted)
2013-2014	69	55 (80% admitted)
2014-2015	60	56 (93% admitted)

The ECC honors Transfer Program remains competitive within the UCLA Transfer Alliance Program. The top five California community colleges involved in this program and their TAP admission rates are shown in the table below (listed in order of top five number of TAP applicants each year).

Year	School	TAP Admit Rate
2012-13	Santa Monica College	88%
	El Camino College	67%
	LA Pierce College	77%
	Mt. San Antonio College	73%
	Orange Coast College	65%
	Pasadena	63%
2013-14	Santa Monica College	86%
	El Camino College	80%
	LA Pierce College	74%
	Mt. San Antonio College	72%
	Orange Coast College	91%
	Pasadena	57%
2014-2015	Santa Monica College	90%
	El Camino College	93%
	LA Pierce College	88%
	Mt. San Antonio College	73%
	Orange Coast College	72%
	Pasadena	61%

Thus, despite a significant increase in the number and caliber of students applying from all over the state and country, we maintained our competitive transfer rates. The pool of applicants to the TAP program at UCLA has increased because the program has accepted more community college honors programs into the TAP program at UCLA. This explains our dip in the number of admitted students over the past several years, but El Camino HTP is still in the top three schools for transfer. This has been the case for many years now. Of the 102 students from ECC accepted to UCLA in 2015, 56 of them were TAP certified HTP students. 93% of the TAP students who applied to UCLA were admitted, whereas only 26% of non-TAP students who applied were admitted. The 93% admit rate is among the highest of any college in the state, and a record for El Camino College for this decade.

Although the majority of HTP students transfer to UCLA, many students transfer to other universities. For example, of the 133 or so HTP students are transferring in 2015, 40% are going to UCLA. Of the remaining transfer students, 17% are transferring to Berkeley, with an additional 4% transferring to UC Irvine, 6% to LMU, and 4% to USC. Of the rest of the students, 10% are transferring to other UCs, and 19% to Cal Polys and the CSUs.

The success of the program is due to several factors. The program directors and assistant handle the numerous responsibilities necessary to keep the program moving smoothly. They are aided by Rene Lozano, Sue Oda-Omori, Atheneus Ocampo, and Kelsey Iino, four effective transfer counselors who split time to counsel HTP students. Additionally, workshops throughout the year were held on various topics pertaining to transfer, such as UC application tips, writing personal statements, and the appeals process. The fall 2014 and spring 2015 workshop schedules are attached (Appendix A).

III. Honors Transfer Program Students Success

We continue to be proud of the success of the HTP's students, which can be seen both in and out of the classroom. The most recent data from Institutional Research shows excellent success rates for HTP students, as demonstrated in the chart below:

	Fall 2011	Spring 2012	Fall 2012	Spring 2013	Fall 2013	Spring 2014	Fall 2014	Spring 2015
HTP Success Rate	90.8%	89.7%	89.4%	87.8%	89%	87.6%	88.5%	88.3%
ECC Success Rate	67.4%	67.9%	69.7%	69.2%	67.5%	67.6%	67.4%	67.7%

As the chart demonstrates, HTP students succeed at rates ranging from 18%-23% above non-HTP students at ECC. We are pleased with our students' success, and hope to see it improve even further as we offer more resources and support to our population, including an HTP-dedicated counselor, stand-alone honors classes, etc.

We also asked Institutional Research to look at our students' success rate in English 1A, since 1A is a class that all HTP students must take, with the majority of students taking the course in their first semester in the program (with the exception of students who have already completed English 1A before they apply to the HTP.) There again, we see excellent success rates for HTP students:

4

Finally, we are very proud of the number of our students who started off in developmental English when they began at ECC, and worked their way into the HTP:

	2011-2012	2012-2013	2013-2014	2014-2015
HTP Students who Started In Developmental English	17.0%	15.6%	15.4%	14.4%

These numbers are important to us, as we pride ourselves on being a program that creates honors students, rather than "cherry-picking" the strongest students in ECC's population. The number of our students that start as developmental is a good indicator that we are fulfilling our goal of helping students to discover their potential to be honors students. We hope that these numbers continue to go up in the coming years as we grow the program.

Our HTP students have also continued to succeed in the honors community beyond ECC. We have been promoting student research conferences, and for the first time this year, we had students participate in three major honors conferences. Our biggest group was at the statewide Honors Student Research Conference held at UC Irvine every spring, organized by the Honors Transfer Council of California. We had 28 students present oral and/or poster presentations during this all-day symposium, representing El Camino in a professional and academic way. In addition, two students won Exemplary Achievement awards. In addition, we sent three students to the smaller, but equally prestigious Bay Area Honors Symposium, held at UC Berkeley. And, for the first time ever, we sent six

students to present at the Western Regional Conference, put on by the National Collegiate Honors Council and held this year at the University of Nevada, Reno. Overall, the HTP had more students participate in research conferences this year than in any year past.

The Honors Transfer Club has also continued its activity during the past year. This club gives honors students an opportunity to accomplish goals that enrich their academic lives. For instance, they published the HTP newsletters, sold HTP T-shirts, and organized various service learning opportunities. This year in particular they had a fund-raising drive to raise money for the two outstanding student scholarships that they awarded.

Accomplished Goals of 2014-2015 Academic Year

During the past academic year, the HTP has made significant progress on all of the goals that we set in our previous Annual Report, achieving most of them. Our success in achieving these goals stems from our strong co-director system, support from our full time administrative assistant, collaboration with counselors, and support from the ECC administration.

One of our biggest successes has been in moving forward with our plan to convert our honors classes to "designated" honors courses with their own, unique course titles, descriptions, and Course Outlines of Record. This plan is essential to our program's success, as these separate honors courses will allow us to better assist HTP students in achieving their transfer goals while at the same time helping prevent non-HTP students from unknowingly enrolling in honors courses that they do not want to take. Over the past academic year, we have assisted honors faculty in launching eight new, stand-alone honors classes. Of these, three courses-English 1A Honors, English 1B Honors, and English 1C Honors—were fully approved by the College Curriculum Committee, and are being offered for the first time in Fall 2015. Our goal was to roll out these three courses first, and we are happy that we achieved it. Of the other five classes that have been proposed so far, Biology 10 Honors has been approved, and will be offered for the first time in Fall 2016. In addition, Art History 102a Honors, Art History 208 Honors, Astronomy 20 Honors, and Oceanography 20 Honors are currently making their way through the curriculum review process. We are very happy with this initial success, and look forward to continuing to support honors faculty in proposing their new, stand-alone courses over the next several years.

Another goal that we have made progress on is in offering more STEM classes as part of our honors curriculum. In the past year, we offered sections of Chemistry 4, Biology 101 and 102, and Physics 2A. We have also worked with the Math faculty over the past academic year; as a result, math faculty will be proposing a new honors statistics course this semester (Math 150 Honors), which will hopefully be offered for the first time in Fall 2016.

Another important goal that we achieved this year was in improving on our students' attendance of our HTP orientations. This year, we offered a record three orientations. In the past, we have offered just one orientation, but we realized that this would not serve our student population, especially now that we are focusing on growing the program by recruiting students year-round. Thus, we ran an orientation in November 2014, May 2015, and August 2015. We had record turnout at these events, with 49 students attending in the fall and 162 students attending the in spring. This record turn-out is due in large part to our making attendance at orientation mandatory, something that we were unable to do in years past, but can now do thanks to having a full-time program assistant, as well as incredible support from the transfer counselors. We are excited about this achievement, and plan to make mandatory attendance at an HTP orientation the new norm for our students.

The need for a November orientation also speaks to another goal that we realized, which was making October our official, on-campus recruitment month. We did a major letter campaign, asking faculty to identify the top students in their classes and provide them with a letter encouraging them to join the HTP. As a result, we added over 70 ECC students to our program last fall. To support these students, we also are proud to say that we reworked our HTP website, making it more user-friendly and organized, and adding resources for students. This is something that we plan to continue annually for as long as we have the mandate to grow the program.

Finally, we achieved a key goal this year of adding a dedicated transfer counselor to our team, Kelsey Iino. Her 50% position was approved over this academic year, and she will begin her HTP assignment in the 2015-2016 school year.

Future Goals and Current Issues

We are proud of the progress that we made over the last year, and look forward to continuing to offer a high-quality program for the honors students over the coming year. As our program continues to grow, we have some important goals for the upcoming year.

The highest priority for the HTP is to move our funding from Fund 15 to the general fund, Fund 11. The Honors Transfer Program has been generously funded for the last few years, but the majority of the funding (55%) was from Fund 15. Most honors programs in the state are funded entirely from the general fund. This kind of financial stability is essential to our growing program, and would allow us to increase in both size and quality.

In addition, we will continue to oversee the transition to the stand-alone honors classes, supporting faculty as they propose new honors courses. We want this transition to stand-alone courses to be gradual, so as not to adversely impact course fill rates, so we hope to continue at a rate of about two new course proposals a semester. In addition to

converting classes that we have historically offered as honors, we also hope to add more new STEM classes to our curriculum; since nearly 25% of our students are STEM majors, this is a priority. In particular, we would like to offer a section of honors calculus (Math 190/191) in the next several years.

At the same time, we will continue to advocate for HTP classes that have not yet been converted to stand-alone honors classes to be notated as such on the online searchable schedule. Even though all of the classes that we have offered for many years will soon be converted to stand-alone classes, that process will take several years. In addition, when we offer brand-new honors classes for the first time, we will offer them using our old method of designating a particular section of the course to be honors, rather than waiting to put the course officially through the Curriculum Committee. Because of this, we need the notation on the searchable schedule help students, both HTP and non-HTP, identify the type of course that is right for them.

We also have several non-curricular goals that will help us better serve our students, several of which involve updating and improving our web presence. We would like to update our website further, providing students with an online application, rather than just the downloadable pdf that we currently have. We also plan to do more to help students select and prepare for an alternate major for UCLA, as this is key to students benefitting from the TAP program. Transfer counselors already offer HTP students several workshops on selecting alternate majors, but we would like to complement this with increased online resources for students on this topic, too.

Beyond our web presence, we want to use technology more effectively to reach our students. While we currently use email and Facebook to connect with our students, we realize that both of these modes of communication are becoming less popular with students. To address this, we will be offering our students the opportunity to opt-in to a text messaging service so that we can communicate with them via mass text. Our hope is that at least 70% of our students will enroll in this service over the next year.

Increasing our program's diversity so that we serve underrepresented groups is important to us ethically, and matches the college's goals as set forth in the Student Equity Plan. Increasing student diversity in terms of socio-economic and racial/ethnic background is also important to our partners at UCLA. Because of this, we hope to build a partnership with Project Success over the next year, encouraging Project Success students to join the HTP by offering them the opportunity to do an honors contract in a Project Success core class, just as we do now with Puente and FYE.

We also want to work on providing more faculty support and contact over the next year. We currently send out a weekly email to students with important program updates, and in the 2015-2016 academic year, we plan to also develop weekly emails for HTP faculty. We also plan to arrange for HTP faculty to run at least one brown bag a semester for each other, focusing on best practices. We also hope to strengthen our program even further by advocating for a 100% dedicated HTP counselor. As our program continues to grow, having a counselor completely devoted to serving this unique population of ambitious students is crucial to maintaining our program's quality and competitiveness. This is especially important to help us achieve our goal of making sure that 100% of our students complete the SSSP requirements (application, orientation, educational plan, and placement testing). In addition, a 100% counselor would give us a total of 200% reassigned time for the program (50% for each of the co-directors plus 100% for a counselor), which would put us on close to equal footing with SMC, the only school that has as high a TAP acceptance rate as we do. (SMC has 250% reassigned time total for its honors program; 100% for each of two counselors, plus 50% for the faculty director).

Finally, we will continue to advocate for key resources for our students in the form of priority registration and increased levels of ASB funding (fund 79). Priority registration continues to be essential to our students' ability to get the courses that they need to transfer in a timely fashion. In terms of ASB funding, we requested and received additional funding from the foundation to pay for the student's registration for the HTCC Honors Student Research Conference in the spring. The ASB funding (fund 79) paid for our receptions, orientations, as well as the student bus to the TAP conference at UCLA in November. This funding guarantees that we can continue to have adequate student representation at these important university events. Unfortunately, this was the third year we faced a 30% cut from this funding source, so we had to cut back on expenses during our orientation and awards receptions. We will continue to explore avenues of funding, as these services are essential to the quality of the HTP. The HTP will advocate for a 30% increase in funding as a result of the new student activity fee that is likely to be implemented during the upcoming school year.

Recommendations

- 1. Move all HTP funding from Fund 15 to the general fund (Fund 11).
- 2. Permanent full-time counselor for the program.
- 2. Curriculum approval of HTP designated courses.
- 4. HTP notation for classes on searchable schedule.

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

A.	Community Education Classes – Winter/Spring 2016 SCA 3
B.	Board Policy 3280 (Grants) – Review Only SCA 5, 8
C.	Administrative Procedure 3280 (Grants) – Information Item SCA 5, 9
D.	Administrative Procedure 5013 (Students in the Military) – Information Item SCA 5, 10
E.	Board Policy 5110 (Counseling) – Second Reading and Adoption SCA 5, 13
F.	Administrative Procedure 5110 (Counseling) – Information Item SCA 5, 14
G.	Board Policy 5120 (Transfer Center) – Second Reading and Adoption SCA 5, 16
H.	Administrative Procedure 5120 (Transfer Center) – Information Item SCA 5, 17
I.	Board Policy 5150 (Extended Opportunity Programs and Services) – Second Reading and Adoption SCA 6, 18
J.	Administrative Procedure 5150 (Extended Opportunity Programs and Services) – Information Item SCA 6, 19
K.	Board Policy 5200 – (Student Health Services) – Second Reading and Adoption
L.	Board Policy 5210 (Communicable Disease) – Review Only SCA 6, 23
M.	Administrative Procedure 5210 (Communicable Disease) – Information Item
N.	Board Policy 5405.1 (Student Political Organizations) –Second Reading and Adoption - Deletion SCA 6, 25

0.	Administrative Procedure 5520 (Student Discipline Procedures)- Information Item (Amendment)	SCA 6, 26
P.	Board Policy 5800 (Prevention of Identity Theft in Student Financial Transactions) – Second Reading and Adoption	SCA 7, 55
Q.	Administrative Procedure 5800 (Prevention of Identity Theft in Student Financial Transactions) – Item of Information	SCA 7, 56

COMMUNITY EDUCATION CLASSES – WINTER/SPRING 2016 А.

Г

It is recommended that the Board of Trustees approve the Community Education Classes for Winter/Spring 2016 as shown below:

Course Name	Tuition Fee
A Different Way to Invest	\$39
Academic Chess: All Levels	\$79
Bartending Certification	\$149
Bartending Courses (online) www.barprofessional.com/elcamino	\$39 & up/various prices
Bath Products (shampoo, shower gel & bubble bath)	\$49
Become a Child Visitation Monitor	\$285
Become a Notary Public - Renewing Notaries ONLY	\$50
Become a Notary PublicPrep Class	\$99
Beginning Piano (All ages)	\$135
Best of the Internet	\$59
BLS (Basic Life Support) CPR for the Healthcare Provider	\$60
Bollywood Dance Fitness	\$69
Candle Making	\$49
2-Day Film School: Produce, Write & Direct	\$395
Cold Process Soap Making From Scratch	\$49
Computer Basics Boot Camp for Plus-50 Adults	\$59
Contractors State License Board Exam Preparation	\$195
Become a Solar Installer (Crash Course)	\$189
DMV Auto Wholesale Certificate: Start an Auto Wholesale Business	\$89
Exam Proctoring Service	\$50 flat fee (for up to 2 hours of proctoring); \$25 for each additional hour thereafter
Food Manager Certification	\$89
Food Handler Training Program (online)	\$12.95
HeartsaverCPR and AED Course	\$50
HeartsaverFirst Aid Course	\$45
Huntington Library & Gardens: Tea and Tour Excursion	\$135
Introduction to Voiceovers	\$59
Life Drawing Marathons	\$25
Makeup Artist 101 Certificate Seminar	\$399
Medical Assistant	\$3,999
Medical Billing and Coding Health Information Management Series	\$1,499
Microsoft Word and Excel	\$59

XX7. • 2017

Board of Trustees Agenda – December 14, 2015

Course Name	Tuition Fee
Mother-Daughter Tropical Tiki Tea	\$45
Mummies: New Secrets From the Tombs Natural History Museum Excursion	\$89
Personal Fitness Trainer Certification	\$699
Personal Fitness Trainer-FREE Information Session	\$0
Pharmacy Technician Program Course 1 -8 Series	\$2,599
Pharmacy Technician Training Program FREE Information Session	\$0
Retirement Planning Today	\$49
SAT Boot Camp	\$399
SAT Boot Camp Tutoring	\$299
Secrets Of Digital Photography	\$35
Shake and Shimmy Saturdays: Belly Dance (Beginning)	\$69
Soap Making	\$49
Stop, Feel & Heal	\$45
Stress Reduction & Relaxation Techniques through Self-Hypnosis	\$45
The Answer is Vegan!	\$49
UCLA Extension Courses	various prices
Think Healthy, Be Thin, Stay Thin through Self-Hypnosis	\$45
Various Ed2Go www.ed2go.com/elcamino courses (online)	\$125 & up/various pricing
Veterinary Assistant Training Program	\$799
Veterinary Assistant Training Program FREE Information Session	\$0
Woodturning Guild Membership	\$45
Woodturning Portfolio Builder	\$110
Yoga for Health & RelaxationBeginning	\$88
Yoga For Health & RelaxationIntermediate	\$88

B. BOARD POLICY 3280 (GRANTS) – REVIEW ONLY

As part of the Board policy and procedure review, it is recommended that the Board accept Board Policy 3280 (Grants), for review only with no recommended changes.

C. ADMINISTRATIVE PROCEDURE 3280 (GRANTS) – INFORMATION ITEM

Administrative Procedure 3280 (Grants) is presented for informational purposes only.

D. ADMINISTRATIVE PROCEDURE 5013 (STUDENTS IN THE MILITARY)

Administrative Procedure 5013 (Students in the Military) is presented for informational purposes only.

E. BOARD POLICY 5110 (COUNSELING) – SECOND READING AND ADOPTION

It is recommended that the Board accept for second reading and adoption revisions to Board Policy 5110 (Counseling) as shown.

F. ADMINISTRATIVE PROCEDURE 5110 (COUNSELING)

Administrative Procedure 5110 (Counseling) is presented for informational purpose only.

G. BOARD POLICY 5120 (TRANSFER CENTER) – SECOND READING AND ADOPTION

It is recommended that the Board accept for second reading and adoption revisions to Board Policy 5120 (Transfer Center) as shown.

H. ADMINISTRATIVE PROCEDURE 5120 (TRANSFER CENTER) – INFORMATION ITEM

Administrative Procedure 5120 (Transfer Center) is presented for informational purposes only.

I. BOARD POLICY 5150 (EXTENDED OPPORTUNITY PROGRAMS AND SERVICES) – SECOND READING AND ADOPTION

It is recommended that the Board accept for second reading and adoption Board Policy 5150 (Extended Opportunity Programs and Services) as shown.

J. ADMINISTRATIVE PROCEDURE 5150 (EXTENDED OPPORTUNITY PROGRAMS AND SERVICES) – INFORMATION ITEM

Administrative Procedure 5150 (Extended Opportunity Programs and Services) is presented for informational purposes only.

K. BOARD POLICY 5200 (STUDENT HEALTH SERVICES) – SECOND READING AND ADOPTION

It is recommended that the Board accept for second reading and adoption revisions to Board Policy 5200 (Student Health Services) as shown.

L. BOARD POLICY 5210 (COMMUNICABLE DISEASE)– REVIEW ONLY

As part of the Board Policy and procedure review, it is recommended that the Board accept for second reading and adoption Board Policy 5210 (Communicable Disease), for review only with no recommended changes as shown.

M. ADMINISTRATIVE PROCEDURE 5210 (COMMUNICABLE DISEASE) – INFORMATION ITEM

Administrative Procedure 5210 (Communicable Disease) is presented for informational purposes only.

N. BOARD POLICY 5405.1 (STUDENT POLITICAL ORGANIZATIONS) – SECOND READING AND ADOPTION - DELETION

It is recommended that the Board accept for second reading and Board Policy 5405.1 (Student Political Organizations), for Deletion as shown.

O. ADMINISTRATIVE PROCEDURE 5520 (STUDENT DISCIPLINE PROCEDURES) – INFORMATION ITEM - AMENDMENT

Administrative Procedure 5520 (Student Discipline Procedure) is amended and presented for informational purposes only.

P. BOARD POLICY 5800 (PREVENTION OF IDENTITY THEFT IN STUDENT FINANCIAL TRANSACTIONS) – SECOND READING AND ADOPTION

It is recommended that the Board accept for second reading and adoption Board Policy 5800 (Prevention of Identity Theft in Student Financial Transactions) as shown.

Q. ADMINISTRATIVE PROCEDURE 5800 (PREVENTION OF IDENTITY THEFT IN STUDENT FINANCIAL TRANSACTIONS) – INFORMATION ITEM

Administrative Procedure 5800 (Prevention of Identify Theft in Student Financial Transactions) is presented for informational purposes only.

-REVIEW ONLY-

Board Policy 3280

Grants

The Board will be informed about all grant applications made and grants received by the District.

The Superintendent/President shall establish procedures to assure timely application and processing of grant applications and funds, and that the grants that are applied for directly support the mission and purposes of the District.

Reference: Education Code Section 70902

Replaces Board Policy 3580

El Camino College Adopted: 4/16/01 Amended:

Administrative Procedure 3280

Grants

Establish Criteria for Grant Applications

- 1. Only current employees of the District may initiate approval of a grant application through the Grant Approval Form.
- 2. Proposed grant projects must directly support the purposes of the District (as outlined in Board Policy 1200).
- 3. All proposed grant applications must have approval from the President's Cabinet prior to submission (with the exception of the exclusively grant supported Economic & Workforce Development Programs).

Identify Required Approvals

- 1. All employees must complete a Grant Approval Form (available for download here: <u>www.elcamino.edu/administration/grants</u>.
- 2. Grant Approval Forms are submitted to the relevant area's Dean and Vice President for signature/approval, and then forwarded to the President's Cabinet for review and/or approval.

Assure Timely Application for, and Processing of, Grant Applications and Funds

- 1. Once a proposed project's Grant Approval Form is approved by Cabinet, relevant area staff will coordinate with the District's Grants Development & Management Office to create a development plan and timeline for submission of the grant application.
- 2. After a grant is awarded, the primary individual responsible for management of the project will be the designated Project Director, coordinated with the District's Grants Development & Management Office.
- 3. Project Directors will coordinate with their assigned Accountant and the Accounting Office for budgeting matters, as well as other District divisions/departments as needed (e.g. Facilities, Fiscal Services, Human Resources, Information Technology Services, Institutional Research & Planning, and Public Relations & Marketing).

Reference:

Education Code Section 70902 November 16, 2015

Administrative Procedure 5013

Students in the Military

I. Residence Determinations for Military Personnel & Dependents

A. Members of the Armed Forces

A student who is a member of the armed forces of the United States stationed in California on active duty, except a member of the armed forces assigned for educational purposes to a state-supported institution of higher education, is entitled to resident classification. Such student shall retain resident classification in the event that the member of the armed forces is thereafter transferred on military orders to a place outside of California or thereafter retires from active duty, so long as the student remains continuously enrolled in the District.

B. Dependents: Spouse and Children

An undergraduate student who is a natural or adopted child, stepchild, or spouse who is a dependent of a member of the armed forces of the United States stationed in this state on active duty shall be entitled to resident classification. Such student shall retain resident classification if he/she is thereafter transferred on military orders to a place outside of California, so long as the student remains continuously enrolled in the District.

C. Timeframe of Discharge

A veteran who was discharged or released from at least 90 days of active service less than three years before the date of enrollment in a course commencing on or after July 1, 2015, and his/her dependents, regardless of the veteran's state of residence is entitled to resident classification. Resident classification shall also apply to veteran's dependents.

D. Civil Service Employee

A parent who is a federal civil service employee and his/her natural or adopted dependent children are entitled to resident classification if the parent has moved to this state as a result of a military mission realignment action that involves the relocation of at least 100 employees. This classification shall continue until the student is entitled to be classified as a resident, so long as the student continuously attends an institution of public higher education.

E. Evidence of Assignment

A student claiming the residence classifications provided for in this procedure must provide a statement from the student's commanding officer or personnel officer providing evidence of the date of the assignment to California, and that the assignment to active duty in California is not for educational purposes. A student claiming the residence classifications provided for here for the dependent of military personnel shall provide a statement from the military person's

Board of Trustees Agenda – December 14, 2015

commanding officer or personnel officer that the military person's duty station is in California on active duty as of the residence determination date, or has been transferred outside of California on active duty after the residence determination date, or that the military person has retired from active duty after the residence determination date. (Title 5 Sections 54041 and 54042)

II. Military Nonresident Tuition Exemption

A. Active Duty Nonresident Exemption

A Nonresident member of the Armed Forces of the United States stationed in California on active duty (except those assigned for education purposes to statesupported institutions of higher education) and their eligible dependents are exempt from paying nonresident tuition until they are no longer stationed in California or discharged from their military service.

B. Discharged Member of the Armed Forces Nonresident Exemption

A nonresident member of the Armed Forces of the United States stationed in California on active duty for more than one year immediately prior to being discharged shall be exempt from paying nonresident tuition for up to one year (The one-year exemption shall be used by the student within two years of being discharged) if he or she files an affidavit stating that he or she intends to establish residency in California as soon as possible.

C. Use or Intent to Use GI Bill Education Benefits

A student or prospective student and their eligible dependents using, or is intending to use, "GI Bill education benefits" shall be exempt from paying nonresident tuition while enrolled as a student.

D. Dishonorable or Bad Conduct Discharge

A former member of the Armed Forces of the United States who received a dishonorable or bad conduct discharge shall not be eligible for any exemption.

III. Withdrawal Policies for Members of the Military

A. Military Orders Compelling Withdrawal from Courses

A student who is a member of an active or reserve United States military service and who receives orders compelling a withdrawal from courses shall be permitted to withdraw upon verification of such orders. A withdrawal symbol may be assigned which may be a "W" or a "MW."

- B. <u>Progress Probation, Dismissal, "FW" Grade</u> Military withdrawal shall not be counted in progress probation, dismissal calculations, or in calculating the permitted number of withdrawals. In no case may a military withdrawal result in a student being assigned an "FW" grade.
- C. Full Refund of Tuition and Fees

Students who are required to report to military duty are entitled to a full refund of fees.

References:

Education Code Sections 68074, 68075, and 68075.5; Title 5 Sections 55023, 55024, 54041, 54042, 54050, 58620 and 68075.5 Military and Veterans Code Section 824

December 14, 2015

Board Policy 5110

Counseling

Counseling services are an essential part of the educational mission of the District. Through the educational planning process, counseling shall be required for all first-time students enrolled in more than six units, and all students on academic or progress probation. The Superintendent/President shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Reference:

Education Code Section 72620 Title 5, Section 51018

El Camino College Adopted: May 20, 2002 Amended:

Administrative Procedure 5110

Counseling

- 1. The counseling services available in the District's counseling program include at least the following:
 - A. Educational Planning Process
 - 1. Academic counseling to assess student readiness, goals, and skill levels.
 - 2. Career counseling to provide guidance to students in assessing interests, personality, values, skills, and career readiness for majors and current and future employment trends.
 - 3. Personal counseling to assess personal, family, employment and other social concerns that may pertain to strengthening student success.
 - 4. Coordination with other student and academic support services and instructional resources to enhance student success, including but not limited to programs for students with special needs, veterans, foster youth, skills testing programs, financial assistance programs, tutoring and Supplemental Instruction.
 - B. Development of a Student Educational Plan (SEP) to assist students in preparing for career, transfer, or associate degree readiness that reinforces academic support services, goal attainment, and skill development.
- 2. Confidentiality of Counseling Information

Information of a personal nature disclosed by a student 12 years of age or older in the process of receiving counseling from a counselor is confidential, and shall not become part of the student record without the written consent of the person who disclosed the confidential information. However, the information shall be disclosed when permitted by applicable law, including but not limited to disclosure as necessary to report child abuse or neglect; reporting to the Superintendent/President or designee when the counselor has reason to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or other persons living in the college community; reporting information to the Superintendent/President or designee as necessary when the student indicates that a crime involving the likelihood of personal injury or significant or substantial property loss(es) will or has been committed; reporting information to one or more persons specified in a written waiver by the student.

3. Counseling services and procedures shall be reviewed at least every four years to assure quality, efficiency, and accountability.

- 4. Members of the counseling staff shall be assigned specific times to counsel students directly and to participate in other approved District functions.
- 5. To the extent feasible, the District will provide all students, regardless of their class attendance schedules, the opportunity to use comparable counseling services.
- 6. <u>Appointments</u>
 - A. Counseling appointment times may be adjusted based on student demand. During periods of high demand, alternative modes of delivery such as group, walk-in, and classes may be used in lieu of individual appointments.
 - B. During registration and other periods of high demand, priority for appointments may be given to fully matriculated students, new students, or students at risk.
 - C. Students who miss three consecutive scheduled appointments without canceling will be denied appointment privileges for the remainder of the term. Such students may participate in walk-in counseling during this period.
- 7. In order to help assure student success, mandatory interventions in the form of workshops, classes, and/or individual counseling sessions will be designed for high-risk students. Students failing to comply with these mandates may be subject to a loss of registration priority or other penalties imposed by the District.
- 8. Employees other than counselors may participate in an organized advisory program provided they are supervised by a District counselor or a College administrator assigned to that general function.

References:

Education Code Sections 72620 and 72621; Title 5 Section 51018

December 14, 2015

Transfer as is one of its the primary missions of the El Camino Community College District. The Transfer Center shall be committed to the development of activities and services that identify and increase the number of students who choose to transfer and are prepared to transfer, and shall monitor the effectiveness of those services.

Reference:

Title 5, Section 51027

El Camino College Adopted: May 20, 2002 Amended:

Administrative Procedure 5120

Transfer Center

The District has a transfer center plan that complies with the requirements of Title 5. The plan identifies appropriate target student populations and is designed to increase the transfer applications of underrepresented students among transfer students.

- 1. The Transfer Center plan is designed to increase knowledge of transfer requirements and improve transfer preparedness among current, prospective and underrepresented students. The institution's student learning outcomes are incorporated in the Center's services and programs: counseling and advisement, transfer admission guarantee programs, meetings with representatives from regionally accredited baccalaureate level institutions, orientations, transfer-related workshops, and campus tours to universities.
- 2. The Transfer Center serves as the focal point of transfer activities and maintains resources to facilitate the transition from the College to baccalaureate level institutions. It contains a library of transfer-related materials, computers for student use and a counseling and advisement area. In addition to the many publications that are available electronically and in hard copy format, the Center also maintains an extensive website of transfer-related resources.
- 3. Transfer Center staff develops, implement and direct transfer-related services, programs, and activities.
- 4. District personnel, university representatives and students serve on an advisory committee and meet periodically to review programs and services.
- 5. Annual reports and strategic plans are prepared. A report to the California Community Colleges Chancellor's Office is submitted annually. Periodic surveys are conducted with students and staff and results are evaluated for planning purposes.
- 6. Transfer path requirements for each articulated baccalaureate major are available on the Transfer Center website and by consulting with counselors, advisors, and university representatives.

References: Education Code Sections 66720-66744; Title 5 Section 51027

December 14, 2015

Board of Trustees Agenda – December 14, 2015

Extended Opportunity Programs and Services

Support services and programs that are in addition to the traditional student services programs shall be provided in order to assist students who have language, social, and economic disadvantages to succeed academically in the District.

The Extended Opportunity Programs and Services (EOPS) is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, counseling and advising, and financial aid.

The Superintendent/President or designee shall assure that the EOPS program conforms to all requirements established by the relevant law and regulations.

References:

Education Code Sections 69640-69656; Title 5 Sections 56200 et seq.

El Camino College Adopted: January 22, 2002 Amended: El Camino College is committed to supporting students' mastery of basic skills and to providing programs and services that foster student success. The College shall provide support services and programs that are over, above, and in addition to the traditional student services and programs of the College in order to assist socioeconomically and educationally disadvantaged students succeed in achieving their educational goals.

The Extended Opportunity Programs and Services (EOPS) is charged to recruit and retain college students to help prepare them to transfer to a four year university or complete an associate degree or vocational certificate in order to acquire meaningful employment as a result of their educational experience at the College.

EOPS shall be provided by a certificated director, instructors and counselors, and other support staff employed by the governing board of the district. All staff funded by EOPS who are not supervised by the EOPS Director shall be accountable to the EOPS Director for services rendered to EOPS students pursuant to the approved EOPS program plan. The EOPS Plan includes program goals that support College goals, planned objectives and supporting activities, annual budget, and evaluation of prior year outcomes related to program standards.

Led by a full-time director, the EOPS program is held accountable by an EOPS advisory committee that ensures compliance with California Education Code and California Administrative Code Title 5. Periodic reviews and evaluations of the programs and services are to be conducted accompanied by the submission of related reports reflecting accurate data collection. The EOPS program creates and maintains documentation on all student participants in adherence to state law and implementing guidelines. Student records are kept electronically using District software and paper-based for auditing purposes. The EOPS program works with the District's Information Technology Services and the Office of Institutional Research & Planning to collect data required by the Chancellor's Office on an annual basis including, but not limited to, Management Information System (MIS) and EOPS Program Plan.

To receive programs and services authorized by this chapter, a student must: (a) be a resident of California pursuant to the provisions of Part 41 commencing with Section 68000 of the Education Code; (b) be enrolled full-time when accepted into the EOPS Program. The EOPS Director may authorize up to 10% of EOPS students accepted to be enrolled for 9 units; (c) not have completed more than 70 units of degree applicable credit course work in any combination of postsecondary higher education institutions; (d) qualify to receive a Board of Governors Grant pursuant to Section 58620 (1) or (2); and

Board of Trustees Agenda – December 14, 2015

(e) be educationally disadvantaged as determined by the EOPS Director or designee. In making that determination, the EOPS Director shall consider one or more of the following factors:

- 1. Not qualified at the college of attendance for enrollment into the minimum level English or mathematics course that is applicable to the associate degree;
- 2. Not have graduated from high school or obtained the General Education Diploma (G.E.D.);
- 3. Graduated from high school with a grade point average below 2.50 on a 4.00 scale;
- 4. Been previously enrolled in remedial education; and
- 5. Other factors set forth in the District's submitted to the Chancellor's Office pursuant to Section 56270 of this part.

Academic and financial support services shall include, but are not limited to, counseling, advising, cognitive and non-cognitive assessment, orientation services, registration assistance, seminars, tutorial assistance services, child care referrals, recruitment, retention services, outreach services, basic skills instruction, career employment services, direct financial aid, multicultural activities, transfer services, vocational guidance and transportation assistance.

To remain eligible to receive programs and services, students shall: (a) apply for state and/or federal financial aid pursuant to the applicable rules and procedures of the college of attendance; (b) maintain academic progress toward a certificate, associate degree, or transfer goal pursuant to the academic standards established by the college of attendance applicable to all credit enrolled students; (c) file an initial EOPS contract for programs and services; (d) within two months of acceptance into the EOPS program, provide income documentation from state or federal income tax forms, or public assistance documentation pursuant to Section 58620 (2) of this part, or other documentation as required for financial aid by the college of attendance.

Each college receiving EOPS funds shall provide access services to identify EOPS eligible students and facilitate their enrollment in the College. Access services shall include at minimum: (a) outreach and recruitment to increase the number of potential EOPS eligible students who enroll at the College; (b) orientation to familiarize EOPS eligible students with: the location and function of college and EOPS programs and services; the College Catalog, application, and registration process, with emphasis on academic and grading standards, college terminology (e.g., grade point, units), course add and drop procedures and related rules; financial aid application procedures; and transfer

Board of Trustees Agenda – December 14, 2015

procedures to four-year institutions; (c) registration assistance for priority enrollment pursuant to Section 58108 of this Part.

Financial assistance in the form of EOPS grants and work study shall be awarded in accordance with the provisions of this Article to EOPS eligible students for the purpose of reducing potential student loan indebtedness, or to reduce unmet financial need, after Pell grants and other state, federal, or institutional financial aid has been awarded to the student. EOPS grants are awarded to eligible students on a first come, first served basis contingent on program funding.

The EOPS plan shall incorporate the priorities of this Section in the order presented when serving students from among those who are eligible pursuant to Section 56220. The purpose of these priorities is to ensure that colleges strive to achieve and maintain a racial, ethnic, and gender composition among income eligible students served which matches the racial, ethnic, and gender composition by income group of eighteen years and above who reside in the College service area. The EOPS program shall provide over, above and in addition to services than what is already being provided by the College.

The College shall participate annually in an evaluation of the effectiveness of the program which shall be conducted by the Chancellor's Office. The annual evaluation may include on-site operational review, audits, and measurements of student success in achieving their educational objectives.

References:

Education Code Sections 69640-69656; Title 5 Sections 56200 et seq.

December 14, 2015

Board Policy 5200

Student Health Services

Student health services shall be provided in order to contribute to the educational aims of students by promoting physical and emotional well-being through health oriented programs and services. The scope of health programs and services, including proper confidentiality practices, shall be sufficiently broad to meet the health care needs of the student body. Title 5, Section 54708 specifies allowable expenses of student health fees.

Reference: Education Code Section 76401 and Title 5, Sections 54702, 54708

El Camino College Adopted: May 20, 2002 Amended:

-REVIEW ONLY-

Board Policy 5210

Communicable Disease

The Superintendent/President shall assure that procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases in students are established.

Reference: Education Code Section 76403

El Camino College Adopted: May 20, 2002 Amended:

Administrative Procedure 5210

Communicable Disease

The District shall comply with all state and federally mandated health requirements relative to infectious disease, including:

- 1. Cooperation with local health officers in measures necessary for the prevention and control of communicable disease in students and
- 2. Compliance with any immunization programs required by State Department of Health Services regulations.

The Student Health Center provides:

- 1. Health education and intervention for communicable disease prevention, including disease reporting to the Los Angeles County Office of Public Health.
- 2. Standard immunizations required and/or recommended for the prevention of communicable diseases.

References:

Education Code Section 76403

December 14, 2015

Board Policy 5405.1

Education Code Section 25512 (changed to 76067), Student Political Organization Activity:

"Any student political organization which is affiliated with the official youth division of any political party that is on the ballot of the State of California may hold meetings on a community college campus and may distribute bulletins and circulars concerning its meetings, provided that there is no endorsement of such organization by the school authorities and no interference with the regular educational program of the school."

The following rules and regulations are to be followed:

Student political organizations shall be regulated by Board Policy 5132. (Changed to 5401 on 5/16/05.)

There shall be no collection on campus of funds for off-campus political campaigns or for the benefit of specific candidates or issues.

No person or persons may be excluded from membership because of race, religion, sex, or national origin.

Previous Board Policy Number: 5136

El Camino College Adopted: 8/27/62 Amended: 9/14/70

-AMENDMENT-

Administrative Procedure 5520

Student Discipline Procedures

The purpose of this procedure is to provide a prompt and equitable means to address violations of the Standards of Student Conduct, which guarantees to the student or students involved the due process rights guaranteed them by state and federal constitutional protections. This procedure will be used in a fair and equitable manner, and not for purposes of retaliation. It is not intended to substitute for criminal or civil proceedings that may be initiated by other agencies.

The Administrative Procedure is specifically not intended to infringe in any way on the rights of students to engage in free expression as protected by the state and federal constitutions, and by Education Code Section 76120, and will not be used to punish expression that is protected.

DEFINITIONS

College District - El Camino Community College District. Student discipline sanctions imposed to students at El Camino College will also apply to all instructional sites in the El Camino Community College District.

Student - Any person who has applied for admission or currently enrolled as a student in any program offered by the College District.

Instructor - Any academic employee of the College District in whose class a student subject to sanction is enrolled, or counselor who is providing or has provided services to the student, or other academic employee who has responsibility for the student's educational program.

Complainant - A person who submits a charge alleging that a student has violated the College District's Student Code of Conduct.

Accused Student - A student who has been accused of violating the Student Code of Conduct by a College District employee, student, or visitor.

Advisor – An advisor is anyone other than the complainant or accused student. An advisor may include, but is not limited to, another student, family member, attorney, College personnel, or community member. The advisor's role is to observe, provide counsel, or support the complainant or accused student. Business Day - Unless otherwise provided, a business day shall mean a day during which the College District is in session and regular classes are held, excluding Saturdays, Sundays, and public holidays.

College District Property - Property under the control of the El Camino Community College District or any place that is the site of a College District approved activity or function.

JURISDICTION OF THE COLLEGE

Sanctions for violations of the Student Conduct Code may be imposed for conduct which occurs on the College premises, in or out of the classroom setting, while using College technology, at off-campus instructional sites, during off-campus College-sponsored events and for off-campus conduct which materially and substantially interferes with the College's operational and educational programs.

FILING A COMPLAINT

Any person may allege a violation of the Student Conduct Code by completing a Student Conduct Incident Report Form and submitting it to the Student Development Office. The College reserves the right to initiate a student conduct process based on available information, even if a formal complaint has not been received. The complaint shall describe the conduct in question and, if known, the name of the person or persons alleged to have engaged in that conduct. The filing of a complaint assumes that the complainant desires to initiate the inquiry that may result in official disciplinary action against the alleged violator. The complainant should file a complaint within a reasonable amount of time not to exceed thirty (30) business days from the date of the incident.

OVERVIEW OF DISCIPLINE PROCESS

- 1. Each student is responsible for reading and complying with the Standards of Student Conduct which is made available on the El Camino College website on the Student Development Office page or from the Student Development Office located in the Activities Center, Room 160 and the College Catalog.
- 2. Any member of the College community can initiate an accusation of an alleged violation.
- 3. If a student is accused of an alleged violation, he or she will receive written notice of the conduct warranting discipline via El Camino College issued e-mail account with delivery notification. The notice may include a request for a review meeting and will include:
 - a. The specific code violations;
 - b. A short statement of the facts supporting the accusation;

- c. The right of the student to meet with the Director of Student Development or designee;
- d. Reference to the Standards of Student Conduct outlining the process and rights of students; and
- e. The nature of the sanctions being considered.
- 4. Time Limits The notice must be provided to the student within forty (40) business days of the date on which the conduct took place; in the case of continuous, repeated or ongoing conduct, the notice must be provided within ten (10) business days of the date on which conduct occurred which led to the decision to take disciplinary action.
- 5. Meeting If the student chooses to meet with the Director of Student Development or designee, the meeting must occur no sooner than five (5) business days after the notice is provided. At the meeting, the student must again be told the facts leading to the accusation, and must be given an opportunity to respond verbally or in writing to the accusation.
 - a. Both the complainant and the accused student may be accompanied by an advisor to any meetings, interviews, or hearings. The advisor's role is to observe, provide counsel, or support the complainant or accused student. An advisor may not speak on behalf of the complainant or accused student or speak to the Director of Student Development or designee. Advisors who do not comply with their role may be removed from the meeting, interview, or hearing.
- 6. Upon completion of the review meeting, the student, if necessary, shall have the right to the following:
 - a. Be provided a written list of findings by the Director of Student Development or designee;
 - b. Accept or deny responsibility;
 - c. Have sanctions imposed, if found in violation of the Standards of Student Conduct;
 - d. Request a hearing of the Disciplinary Hearing Panel should the student disagree with the finding(s) and sanction(s) of the Director of Student Development or designee;
 - e. Be informed of the appropriate policy and procedure; and
 - f. Be informed of his/her right to request a copy of their student conduct file.

- 7. Students should be aware that the student conduct process is different from criminal and civil court proceedings. Procedures and rights in student conduct proceedings are conducted with fairness to all but do not include the same protections of due process afforded by the courts. The standard used to determine whether a violation of the Standards of Student Conduct has occurred will be a preponderance of evidence (more likely than not). Due process within these procedures, assures timely written notice, a hearing before an objective decision-maker or panel (should one be requested) and a process for appeal.
- 8. Students continue to be subject to city, state, and federal laws while at El Camino College and allegations, charges, or violations of those laws may also constitute violations of the Standards of Student Conduct. In such instances, El Camino College may proceed with disciplinary action under the Standards of Student Conduct independently of any criminal proceeding involving the same conduct and may impose sanctions for violation of the Standards of Student Conduct even if such criminal proceeding is not yet resolved or is resolved in the student's favor.
- 9. No student will be found in violation of El Camino College Standards of Student Conduct without information showing by preponderance of the evidence that a policy violation has occurred. At El Camino College's sole discretion, sanctions will be proportionate to the severity of the violation(s).
- 10. If a student is found responsible for one or more violations of the Standards of Student Conduct, the student's prior conduct record will be taken into consideration and may result in progressive sanctions because of a pattern of behavior.

DETERMINATION OF SANCTIONS

The following factors may be considered in determining what sanctions are appropriate in a particular case. While sanctions are applied equitably and fairly, it is done so with consideration for the uniqueness of each individual case.

- 1. The nature and/or severity of the violation(s).
- 2. Prior violations and disciplinary history.
- 3. Mitigating circumstances surrounding the violation.
- 4. The student's motive or purpose for engaging in the behavior.
- 5. Sanctions which have been imposed in similar cases in the past.
- 6. The developmental and educational impact on the student.

POSSIBLE SANCTIONS

Multiple sanctions may be imposed including, but not limited to:

Sanctions for Academic Dishonesty

Students found to be responsible for academic dishonesty may incur any of the below sanctions:

- 1. The instructor may assign a failing grade to the examination or assignment in which the alleged cheating or plagiarism occurred;
- 2. The instructor may dismiss the student from the class or activity for the present and/or following class session(s);
- 3. The instructor or the Division administrator may require a meeting with the instructor and/or the Administrator; and/or
- 4. The instructor shall complete a Student Conduct Incident Report and forward a copy to the Division administrator and the Director of Student Development or designee.

OTHER SANCTIONS

Written or Verbal Reprimand - An admonition to the student to cease and desist from conduct determined to violate the Standards of Student Conduct. Written reprimands may become part of a student's permanent record at the College District. A record of the fact that a verbal reprimand has been given may become part of a student's record at the College District.

Educational Sanctions - An educational sanction may include additional work assignments, essays, community service, behavioral contract, administrative referral, or other related educational assignment.

Probation - A reprimand for violation of specified regulations. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if the student is found to be in violation of any Standards of Student Code during the probationary period. It may include restriction from contact with specified individuals, College activities, services, offices, or designated areas. Probation shall not be imposed for a period longer than one (1) academic year.

Restitution - A payment to compensate an injured party for financial harm in cases involving misconduct including, but not limited to, theft, destruction of property, or deception.

Removal from Class/Facility/College District Entity - Any instructor or Division administrator or designee may remove a student from the class, activity, office,

Board of Trustees Agenda – December 14, 2015

department, or other educational forum for the day of the incident and one additional instructional day. The instructor or Division administrator or designee shall immediately report the removal to the Director of Student Development or designee and his or her Division Dean or Associate Dean. The student shall not be returned to the class during the period of the removal without the concurrence of the instructor.

Withdrawal of Consent to Remain On-Campus - The College District's Campus Police Department, may notify any person for whom there is a reasonable belief that the person has willfully disrupted the orderly operation of the campus, that consent to remain oncampus has been withdrawn. If the person is on-campus at the time, he or she must promptly leave or be escorted off-campus. If consent is withdrawn a written report must be promptly made to the Superintendent/President or designee.

The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the period of the withdrawal. The request shall be granted not later than ten (10) business days from the date of the receipt of the request. The hearing will be conducted in accordance with the provisions of this administrative procedure relating to interim suspensions.

Any person as to whom consent to remain on-campus has been withdrawn who knowingly reenters the campus during the period in which consent has been withdrawn, except to come for a meeting or hearing, is subject to arrest. (Penal Code Section 626.4)

No Contact Order - An issuance that there should be no personal or interpersonal contact or communication between involved parties. This includes verbal and non-verbal communication.

Short-Term Suspension - Exclusion of the student by the Director of Student Development or designee for good cause from one or more classes and/or from all activities of the College District for a period of up to ten (10) consecutive days of instruction.

Within five (5) business days after the student meets with the Director of Student Development or designee, the Director of Student Development or designee shall decide whether to impose a short-term suspension, whether to impose some lesser sanction, or whether to end the matter. Written notice of the Director or designee's decision shall be provided to the student. The notice will include the length of time of the suspension or the nature of the lesser sanction. The Director of Student Development or designee's decision on a short-term suspension shall be final.

Long-Term Suspension - Exclusion of the student by the Director of Student Development or designee for good cause from one or more classes for the remainder of the school term and/or from all classes and activities of the College District for the remainder of the current term with a maximum of two (2) academic years.

Within five (5) business days after the student meets with the Superintendent/President or designee, the Director of Student Development or designee shall, pursuant to a recommendation from the Director of Student Development or designee, decide whether to impose a long-term suspension. Written notice of the Superintendent/President or designee's decision shall be provided to the student. The notice will include the right of the student to request a formal hearing before a long-term suspension is imposed, and a copy of this policy describing the procedures for a hearing.

Students who receive long-term suspensions are permitted on-campus to conduct student business, but must receive permission from the Director of Student Development or designee prior to coming to campus and must check-in with the College District's Campus Police Department to obtain a police escort while on-campus.

IMMEDIATE INTERIM SUSPENSION (Education Code Section 66017)

The Director of Student Development or designee may order immediate interim suspension of a student where he or she concludes the following:

- 1. To ensure the safety and well-being of members of the College District community or preservation of College District property;
- 2. To ensure the student's own physical or emotional safety and well-being;
- 3. That the student poses an immediate threat or disruption of or interference with the normal operations of the College District; and/or
- 4. That the student has been accused of a severe violation and cannot be located and/or does not participate in the conduct process.

In cases where an interim suspension has been ordered, the time limits contained in this administrative procedure shall not apply, and all hearing rights, including the right to a formal hearing where a long-term suspension or expulsion is recommended, will be afforded to the student within ten (10) business days of the decision to impose an interim suspension.

EXPULSION

Expulsion is the permanent separation of a student from El Camino College and El Camino College Compton Center by action of the Board of Trustees for good cause when other means of correction fail to bring about appropriate conduct, or when the presence of the student causes a continuing danger to the safety of others. The student is prohibited from College District property, functions, events, and activities. Permanent notification will appear on student's El Camino College official transcript.

Within ten (10) business days after the student meets with the Director of Student Development or designee, the Director of Student Development or designee shall decide whether to recommend expulsion to the Board of Trustees. Written notice of the Director or designee's decision shall be provided to the student. The notice will include the right of the student to request a formal hearing before expulsion is imposed, and a copy of this policy describing the procedures for a disciplinary hearing.

DISCIPLINARY HEARING PROCEDURES

Request for Disciplinary Hearing

Within five (5) business days after the receipt of the Director of Student Development or designee's decision regarding a long-term suspension or expulsion, the student may request a formal hearing. The request must be made in writing to the Director of Student Development or designee.

Schedule of Disciplinary Hearing

The formal hearing shall be held no sooner than ten (10) to twenty (20) business days after a formal request for hearing is received by the Student Development Office.

The Dean of Student Support Services or designee will inform the student of the hearing date and time by certified mail, return receipt requested, e-mail to his or her El Camino College issued e-mail account, with delivery notification and/or in person with signature verification of receipt at least five (5) business days prior to the hearing date. The notice will enclose a description of the procedures to be followed at the hearing.

The student and the College have the right to receive copies of all documents that are to be presented to the Disciplinary Hearing Panel.

The Disciplinary Hearing Chair shall provide the student copies of all documents to be presented to the panel. The Chair shall make such documents available to the student as soon as practical before the hearing but not less than two (2) business days before the hearing.

If the student intends to present any documents to the Disciplinary Hearing Panel he or she shall provide copies of the same to the Disciplinary Hearing Chair no less than two (2) business days prior to the hearing.

If a student who has been given notice does not appear for the hearing the information in support of the alleged violation(s) will be presented and considered in the student's

absence. A student will be considered absent fifteen (15) minutes after the time the hearing was scheduled to convene.

Disciplinary Hearing Panel

The Hearing Panel shall consist of the Dean of Student Support Services or designee as the Disciplinary Hearing Chair and one representative from each of the following groups: (1) Academic Senate; (2) Classified Employees; (3) Associated Student Organization; and (4) College Management which may include College supervisors. An affirmative vote of three members of the Disciplinary Hearing Panel shall be required to determine responsibility and sanctions.

The Superintendent/President or designee, the president of the Academic Senate or designee, the president of the Classified Employees bargaining unit or designee, and the president of the Associated Student Organization (ASO) or designee shall each, at the beginning of the academic year, establish a list of at least five (5) persons who will serve on the Student Disciplinary Hearing panels. The Superintendent/President or designee shall appoint the hearing panel from the names on these lists. However, no administrator, faculty member, classified staff member, or student who has any personal involvement in the matter to be decided, who is a necessary witness, or who could not otherwise act in a neutral manner shall serve on a Disciplinary Hearing Panel.

Disciplinary Hearing Panel Chair

The decision of the Chair of the Disciplinary Hearing Panel shall be final on all matters relating to the conduct of the hearing unless there is a vote by other members of the panel to the contrary.

CONDUCT OF THE DISCIPLINARY HEARING

All hearings shall be held in closed session and are confidential - they are not open to the public.

- 1. The members of the disciplinary hearing panel shall be provided with a copy of the complaint(s) against the student and any written response provided by the student before the hearing begins.
- 2. The facts supporting the accusation shall be presented by a College representative who shall be the Director of Student Development or designee.
- 3. The College representative and the student may call witnesses and introduce oral and written testimony relevant to the issues of the matter.

- 4. Formal rules of evidence shall not apply. The standard of proof for Student Disciplinary Hearings will be a preponderance of evidence.
- 5. Unless the disciplinary hearing panel determines to proceed otherwise, the College representative and the student shall each be permitted to make an <u>opening statement</u>. Thereafter, the College representative shall make the first presentation, followed by the student. The College representative may present rebuttal evidence after the student completes his or her evidence. The burden shall be on the College representative to prove by preponderance of evidence that the facts alleged are true.
- 6. The student has the right to be assisted in the hearing by an advisor. The advisor may provide counsel or support to the student but are not permitted to speak to the panel or participate directly in the hearing. Advisors who do not observe this restriction can be removed from the hearing by the Chair of the Disciplinary Hearing Panel.
- 7. If the student is a minor, the student's parent(s) or legal guardian must accompany him or her to the disciplinary hearing and may act on his or her behalf.
- 8. Witnesses shall not be present at the hearing when not testifying.
- 9. The student and the Dean of Student Support Services or designee may arrange for witnesses to present pertinent information to the Disciplinary Hearing Panel. Witnesses will provide information to and answer questions from the Disciplinary Hearing Panelists. All questions and responses are to be directed to the Panel, preferably the Chair, not between witnesses, complainant, and accused student.
- 10. If the complainant is unable to attend the hearing, his or her written statement will stand as his or her testimony.
- 11. The student and his or her advisor, if any, will be allowed to attend the entire portion of the hearing at which information is received, excluding deliberations of responsibility or sanctioning.
- 12. Should a student have an attorney present to advise him or her, the student must notify the Dean of Student Support Services or designee in writing at least five (5) business days prior to the Disciplinary Hearing that his or her intent to bring an attorney.

a. The student discipline process is an administrative process, not a courtlike trial or proceeding. Attorneys are allowed to serve as advisors in meetings, interviews, or hearings but may not speak on behalf of the complainant or accused student or speak to the Dean of Student Support Services or designee during the meeting, interview, or hearing. If complainants or accused students bring an attorney to a meeting, interview, or hearing, College personnel may request legal assistance.

hearings involving more than one student in the same situation t

- 13. In hearings involving more than one student in the same situation, the Dean of Student Support Services or designee may permit the hearings concerning each student to be conducted jointly.
- 14. Supporting documentation, including pertinent records, exhibits and written statements may be accepted as information for consideration at the discretion of the Chair. Prior student conduct violations may be considered in a hearing and for determination of sanctions.
- 15. Questions of whether potential information will be received will be resolved at the discretion of the Chair. All procedural questions are subject to the final decision of the Chair.
- 16. The Panel will determine whether the student is responsible for violating each section of the Standards of Student Conduct which the student is accused of violating. The Panel's determination will be made on the basis of whether it is more likely than not (preponderance of evidence) that the student violated the Standards of Student Code. The Panel will then determine what sanctions they deem appropriate for such violations.
- 17. Hearings (excluding deliberations) will be audio-recorded and made a part of the student's conduct file.
- 18. The Chair will prepare a written report detailing the finding, the vote, the information cited by the Panel in support of its findings and any information the Panel excluded and why, concluding with any recommended sanctions. The Chair will forward this document to the Director of Student Development or designee within five (5) business days upon the conclusion of the hearing.

Additionally:

1. Complainants are to be notified when written notice of the allegation/hearing is delivered to the accused student.

- 2. All parties to an allegation have a right not to face questions or discussion of their history or character unless the Hearing Panel Chair determines that such information is highly relevant to determining whether the policy has been violated.
- 3. Each party has the right to be present for all testimony and questioning. However, if requested the Hearing Panel must make arrangements so that the complainant and accused are not in the same room at the same time.
- 4. The College must not require a complainant to be present as a prerequisite for the hearing to proceed or sanctions imposed.
- 5. Neither party is allowed to cross-examine each other or witnesses. All questions must be submitted to the Hearing Panel Chair.
- 6. Both parties have the right to appeal the decision of the panel.

The hearing shall be recorded by the College District by tape recording, and shall be the only recording made. No witness who refuses to be recorded may be permitted to give testimony. In the event the recording is by tape recording, the Hearing Panel Chair shall, at the beginning of the hearing, ask each person present to identify themselves by name, and thereafter shall ask witnesses to identify themselves by name. Tape recording shall remain in the custody of the College District at all times, unless released to a professional transcribing service. The student may request a copy of the tape recording.

SPECIAL PROVISIONS FOR SEXUAL AND GENDER-BASED MISCONDUCT

Cases of alleged sexual and gender-based misconduct as defined in Board Policy 3540 and Administrative Procedure 3540 will be directed to the Title IX Coordinator for review and investigation. The Title IX Coordinator will work in coordination with the Director of Student Development or designee to address any violations to the Standards of Student Conduct that are in addition to the allegations of sexual and/or gender-based misconduct as outlined below.

Sexual and gender-based misconduct includes, but is not limited to:

- 1. Bullying;
- 2. Dating Violence;
- 3. Discrimination;
- 4. Domestic Violence;
- 5. Intimidation;
- 6. Retaliation;
- 7. Sexual Assault

- a. Non-consensual sexual contact; and
- b. Non-consensual sexual intercourse;
- 8. Sexual Exploitation;
- 9. Sexual Harassment
 - a. Hostile environment caused by sexual harassment;
- 10. Stalking;
- 11. Threatening or causing abuse including physical and verbal; and
- 12. Violence between those in intimate/dating relationships to each other.

NOTICE OF THE DECISION

The Dean of Student Support Services or designee shall provide the student written notice of the final resolution of charged violation(s). The written notice shall be sent to the student by certified mail, return receipt requested, or receipted for personal delivery or via El Camino College issued e-mail account with delivery notification, within five (5) business days of the written findings and decision of the Student Disciplinary Hearing Panel. In cases alleging gender-based or sexual misconduct, the complainant will receive comparable notice of the relevant findings and sanctions from the Title IX Coordinator or designee.

The written notice to the student shall include:

- 1. The specific provision of the Standards of Student Conduct that was violated;
- 2. The sanction(s) imposed and the date(s) on or periods for which they are in effect;
- 3. A statement of the student's right to appeal in writing to the Vice President of Student and Community Advancement; and
- 4. A statement that the failure to file a request for such an appeal within the time provided shall be deemed a waiver of the right to an appeal.

<u>APPEALS TO THE VICE PRESIDENT OF STUDENT AND COMMUNITY</u> <u>ADVANCEMENT</u>

An appeal to the Vice President of Student and Community Advancement or designee as a result of a Student Disciplinary Hearing Panel may be filed on the following grounds:

- 1. Proper procedures were not followed.
- 2. There is new relevant evidence not reasonably available at the time of the hearing or the imposition of the sanction(s).
- 3. The evidence does not clearly support the finding(s).
- 4. The sanctions are inappropriate relative to the violation.

5. Discrimination as defined in Board Policy 3410 and Administrative Procedure 3410.

In cases alleging a violation of gender-based or sexual misconduct, both the accused student and the complainant have the right to appeal the findings of responsibility and/or sanctions based on the above criteria.

An appeal must be submitted in writing to the Vice President of Student and Community Advancement or designee within five (5) business days of receiving written notification of the hearing decision. The Vice President or designee will review the appeal and the hearing findings and may make a decision to uphold, reverse, revise, or modify the decision and sanctions imposed on the student.

The Vice President or designee will notify the student in writing by certified mail with registered receipt or via El Camino College issued e-mail account with delivery notification within ten (10) business days following receipt of the request for appeal of his or her decision.

The decision of the Vice President of Student and Community Advancement or designee shall be final except in the case of expulsion.

PROCEDURES FOR EXPULSION

The Board of Trustees is authorized to expel a student for good cause when other means of correction fail to bring about proper conduct or when the presence of the student causes a continuing danger to the physical safety of others. The notice of expulsion will be sent to the student with copies to the student file, Director of Student Development or designee, Dean of Student Support Services or designee, Director of Admissions & Records or designee, Vice President of Student and Community Advancement or designee, Superintendent/President or designee, and El Camino College Campus Police Department. In the event the Vice President or designee has determined that he or she will seek a student's expulsion, the following procedures will be followed:

Recommendation for Expulsion:

If the Vice President of Student and Community Advancement or designee determines that the student should be expelled, he or she shall deliver a written recommendation for the student's expulsion to the Superintendent/President. A copy of the Vice President of Student and Community Advancement or designee's recommendation shall be provided to the student or if the student is a minor to his or her parent or guardian. The Vice President or designee's recommendation for expulsion shall contain a statement of the charges against the student that provide the basis for his or her request that the student be expelled, including a factual description of the conduct upon which the charges are based,

the action(s) taken by the Student Conduct Administrator and the recommendation of the Student Disciplinary Hearing Panel.

The Board of Trustees shall consider any recommendation from the Superintendent/ President for expulsion at the next regularly scheduled meeting of the Board of Trustees after receipt of the recommended decision. The Board shall consider any expulsion recommendation in closed session, unless the student has requested that the matter be considered in a public meeting in accordance with these procedures (Education Code Section 72122).

The student shall be notified in writing, by registered or certified mail, by personal service, or via El Camino College issued e-mail account with delivery notification at least five (5) business days prior to the meeting, of the date, time, and place of the Board of Trustees' meeting. The student may, within forty-eight hours (48) after receipt of the notice, request that the hearing be held as a public meeting. Even if a student has requested that the Board consider an expulsion recommendation in a public meeting, the Board will hold any discussion that might be in conflict with the right to privacy of any student other than the student requesting the public meeting in a closed session.

The Board may accept, modify, or reject the findings, decisions, and recommendations of the Superintendent/President. If the Board modifies or rejects the decision, the Board shall review the record of the hearing, and shall prepare a new written decision which contains specific factual findings and conclusions. The decision of the Board shall be final. The final action of the Board on the expulsion shall be taken at a public meeting and the result of the action shall be a public record of the College District.

The Vice President of Student and Community Advancement or designee shall notify the student in writing within five (5) business days of the decision made by the Board of Trustees. The decision of the Board of Trustees shall be final.

The final action by the Board of Trustees on the expulsion shall be taken at the public meeting, and the result of the action shall be a public record of the College District.

GENERAL PROVISIONS

Failure of Student to Participate

Student conduct procedures under this policy may proceed or continue notwithstanding the failure or refusal of a student to respond, attend, or otherwise participate after having been properly notified of the proceeding as provided herein.

Technical Departures from this Policy

Technical departures from this policy shall not be grounds to void the College District's right to take disciplinary action against a student; unless the technical departure or error prevented a fair determination of the issue.

Time Limits

Any times specified in this administrative procedure may be shortened or lengthened if there is mutual concurrence by all parties.

References:

Education Code Sections 66300, 72122, and 76030

(Reviewed and approved by the Academic Senate – October 2015)

El Camino College Adopted: December 21, 2009 Revised:

Disciplinary Action

Disciplinary action appropriate to the misconduct as defined in BP 5500 may be taken by an instructor (see items C-1 and 5 below), the Director of Student Development or his or her designee (see items C-1, 2, 3, 4, 6, and 7 below), and the Board of Trustees (see item C8 below).

A. <u>Consequences for Academic Dishonesty</u>

When an instructor has determined that there is evidence of dishonesty in any academic work, the student may receive a failing grade for that piece of work and disciplinary action may be pursued. Any or all of the following actions may be imposed:

- 1. The instructor may assign a failing grade (no credit) to an examination or assignment in which academic dishonesty occurred.
- 2. The instructor may remove the student from the class or activity for the day of the incident and one additional class day as stipulated in C.5 of this procedure.
- 3. The instructor may complete the appropriate reporting forms (Disciplinary Form C - Academic Dishonesty Report Form and /or Disciplinary Form B - Notice of Suspension from Class/Lab/Library) and submit them along with a copy of the evidence to the Director of Student Development or his or her designee. This information will be placed in the student file.
- 4. If there is evidence of serious or repeated violations of academic honesty, the college may pursue additional disciplinary action in accordance with the disciplinary measures outlined in this procedure.

B. Notify Campus Police

Misconduct as noted in BP 5500 sections II, III, IV, V and VI should be brought to the immediate attention of the Campus Police or local police department/security force (for courses taught off campus). This does not preclude a staff member from calling Campus Police for any other misconduct that warrants such action. Campus Police are to be called immediately and a police report will be written with notice to the Director of Student Development, or his or her designee.

C. <u>Discipline</u>

The following types of disciplinary action may be taken or pursued by the college:

1. <u>Warning</u> - A verbal or written notice, given to the student by a faculty member, the Director of Student Development, or his or her designee, or any college manager or delegated authority that continuation or repetition of the specified conduct may be cause for other disciplinary action. A copy of such action shall be sent to the Director of Student Development or his or her designee and placed in the student file.

- 2. <u>Reprimand</u> A written reprimand for violation of specified regulations sent to the student by the Director of Student Development, or his or her designee, noting that continued violations may result in further disciplinary action. The Director of Student Development or his or her designee shall place a copy of this reprimand in the student file.
- 3. <u>Restitution</u> A letter from the Director of Student Development, or his or her designee, requesting reimbursement for damage or misappropriation of property will be sent to the student. A copy of this letter will be sent to the student file, Dean of Enrollment Services, and the Vice President of Student and Community Advancement. Reimbursement may take the form of appropriate service to repair or otherwise compensate for the damage.
- 4. <u>Disciplinary Probation</u> Exclusion from college activities or services set forth in the notice of disciplinary probation. It may include one or all of the following and may be imposed upon an individual or groups of students.
 - a. Removal from any or all college organization offices.
 - b. Denial of privileges or participation in any or all college or studentsponsored activities or services. Disciplinary probation may be imposed for a period not to exceed one year. Repetition of conduct resulting in disciplinary probation may be cause for suspension or further disciplinary action. A written statement from the Director of Student Development, or his or her designee, will state those activities from which the student will be excluded. A copy of the disciplinary probation letter will be sent to the student file, Dean of Enrollment Services, Vice President of Student and Community Advancement, and Campus Police.
 - c. Requirement to complete one or more counseling or behavioral modification programs or classes including but not limited to drug/alcohol diversion program, anger management workshop, interpersonal communication workshop, life skills class, Special Resources Center program and academic or psychological counseling appointments.
- 5. <u>Removal by Instructor</u> In cases of academic dishonesty or disruptive behavior, an instructor may remove (suspend) a student from his or her class for the day of the incident and the next class meeting. During this period of removal, a

conference shall be held with the instructor and the student in an attempt to resolve the situation that led to the student's removal.

- a. If a student is suspended for one class meeting, no additional formal disciplinary procedures are necessary. A record of the suspension should be sent to the Director of Student Development or his or her designee and placed in the student file.
- b. If a student is suspended from class for the day of the incident and the next class meeting, the instructor shall send a written report of the action to his or her dean who shall forward this information to the Director of Student Development, or his or her designee. The Director of Student Development, or his or her designee, shall send copies to the Vice President of Student and Community Advancement and the President. If the student removed by an instructor is a minor, the Director of Student Development, or his or her designee, shall ask a parent or guardian of the student to attend a parent conference with the instructor regarding the removal as soon as possible. A college administrator shall attend the conference if any party (instructor, parent, or guardian) so requests.
- c. The instructor may recommend to his or her dean that a student be suspended for longer than two class meetings. If the dean, instructor, and student cannot resolve the problem, the recommendation for a suspension of more than two class sessions will be referred to the Director of Student Development, or his or her designee, for possible actions described in Section 6 of this procedure.
- d. During the period following the initial suspension from class for the day of the incident and the following class meeting, the student shall be allowed to return to the class until due process and the disciplinary procedures are completed unless the student is further suspended as a result of actions taken as defined in Section 6 of these procedures.
- 6. <u>Suspension</u> The Director of Student Development, or his or her designee, may suspend a student as follows:
 - a. From one or more classes for a period of up to ten days of instruction; or
 - b. From one or more classes for the remainder of the term; or
 - c. From one or more classes and activities of the community college for one or more terms not to exceed a period of two years. The Director of Student Development, or his or her designee, shall send the notice of suspension to

the student, the student file, Dean of Enrollment Services, Vice President of Student and Community Advancement, President, and Campus Police. Whenever a minor is suspended from the College, the parent or guardian shall be notified in writing by the Director of Student Development, or his or her designee.

7. <u>Immediate Suspension</u> – Any college manager or college delegated authority during non-school hours, may immediately suspend a student from the campus in an emergency action to protect lives or property and to insure the maintenance of order. Within twenty four (24) hours or the next regular work day of the suspension, the college manager or college delegated authority shall send to the Director of Student Development, or his or her designee, a written report of the suspension. The Director of Student Development, or his or her designee, shall send a written notice to the suspended student, informing the student of his/her right to a hearing within ten (10) business days of the suspension. A copy of this notice will be sent to the student file, Dean of Enrollment Services, Vice President of Student and Community Advancement, President, and Campus Police.

Immediate suspension will be enforced for the following types of student misconduct:

a. Possession or use of any weapon, firearms, or explosives.

b. Willful misconduct which results in injury or death to a student or college personnel.

c. Assault, battery, sex crimes, including sexual assault, or rape.

When there is probable cause to believe that a student has committed any of the above actions, that student will be immediately suspended from the campus by any college manager or college delegated authority. Within twenty four (24) hours of, or the next regular work day after the suspension, the manager or college delegated authority shall send to the Director of Student Development, or his or her designee, a written report of the suspension. The Director of Student Development, or his or her designee, will then send a written notice to the suspended student, informing the student that he or she has been suspended for the remainder of the semester at a minimum and/or up to two years at a maximum and that he or she has the right to a hearing within ten (10) business days of the suspension.

8. <u>Expulsion</u> The termination of student status for an indefinite period of time. The Board of Trustees is authorized to expel a student for good cause when other means of correction fail to bring about proper conduct, or when the presence of the student causes a continuing danger to the physical safety of the student or others.

The notice of expulsion will be sent to the student with copies to the student file, Director of Student Development, Dean of Enrollment Services, Vice President of Student and Community Advancement, President, and Campus Police. The expulsion of a student shall be accompanied by a hearing if requested by the student. The Board of Trustees shall consider any recommendation from the Superintendent/ President for expulsion at the next regularly scheduled meeting of the Board after receipt of the recommended decision.

The Board shall consider any expulsion recommendation in closed session, unless the student has requested that the matter be considered in a public meeting in accordance with these procedures (Education Code Section 72122). The student shall be notified in writing, by registered or certified mail or by personal service, at least three (3) days prior to the meeting, of the date, time, and place of the Board of Trustees' meeting. The student may, within forty-eight hours after receipt of the notice, request that the hearing be held as a public meeting. Even if a student has requested that the Board consider an expulsion recommendation in a public meeting, the Board will hold any discussion that might be in conflict with the right to privacy of any student other than the student requesting the public meeting in a closed session.

The Board may accept, modify or reject the findings, decisions and recommendations of the Superintendent/President and/or the hearing panel. If the Board modifies or rejects the decision, the Board shall review the record of the hearing, and shall prepare a new written decision which contains specific factual findings and conclusions. The decision of the Board shall be final. The final action of the Board on the expulsion shall be taken at a public meeting, and the result of the action shall be a public record of the District.

A. LODGING OF CHARGES

- 1. Charges of misconduct against a student, as defined in Sections I through VII of Board Policy 5500, may be lodged by any person who has personal knowledge of facts indicating that the student participated in the alleged misconduct. Such a witness shall hereinafter be referred to as the "complainant" and the person being charged as the "accused."
- 2. The complainant must first lodge his or her charge(s) with a responsible manager at the level of director or above.
- 3. The responsible manager will review the charge(s): The manager will then either:
 a. attempt to informally resolve the issue(s) or
 b. recommend disciplinary action.

- 4. If the responsible manager recommends disciplinary action, he or she will forward the charge(s) to the Director of Student Development, or his or her designee. The Director of Student Development or his or her designee shall review the charge(s) and make an independent determination as to whether or not the conduct charged amounts to misconduct as defined in Items I through VII of Board Policy 5500 and whether disciplinary action should be brought against the accused.
- 5. If disciplinary action is appropriate, the Director of Student Development, or his or her designee or appropriate administrator shall give the accused a written notice of the lodging of charges, the specified acts of misconduct and the proposed disciplinary action. The accused will be notified of his or her right to request a hearing within five (5) business days. A copy of this policy will be included with the notice. If the student does not request a hearing, the proposed disciplinary action will be taken.

B. <u>HEARING OF CHARGES</u>

- 1. Scheduling of Hearing
 - a. Students who are placed on immediate suspension If the student has been suspended prior to a hearing, the hearing shall be commenced within fifteen (15) business days of the ordered suspension.
 - b. Students who have not been placed on immediate suspension:
 - 1) The accused shall receive written notice of the charge(s) giving rise to the proposed disciplinary action.
 - 2) The accused has five (5) business days after receipt of written notice of the charge(s) to request a hearing before the Disciplinary Hearing Committee. Failure to request such a hearing in writing within this five day period, or failure to appear at such hearing will constitute a waiver of his or her right to a hearing pursuant to these procedures. Unless the hearing may result in expulsion, the accused is not entitled to representation by counsel. If the accused wishes to be represented by counsel at an expulsion hearing, the accused shall provide written notice in the request for hearing of the intention to be represented. If the accused is a minor, he or she shall be entitled to be accompanied by his or her parent or guardian at any hearing before the Disciplinary Hearing Committee.
 - 3) The Disciplinary Hearing Committee shall be chaired by the Director of Student Development, or his or her designee who will serve as the hearing officer and have as members one representative from each of

the following groups: the Academic Senate, the Classified Employees, the Student Senate, and College Management.

- 4) If the accused requests a hearing, the Director of Student Development, or his or her designee shall schedule a disciplinary hearing to take place within fifteen (15) business days of the receipt by him or her of the written request for a hearing.
- 5) The Director of Student Development or his or her designee shall give the accused and members of the Disciplinary Hearing Committee written notice of the time, place and date set for the hearing.
- 6) If the accused does not request a hearing, the Director of Student Development, or his or her designee may finalize the disciplinary action with the exception of expulsion, which must be recommended to the Vice President of Student and Community Advancement. If the Vice President determines that expulsion is appropriate, he or she Board of Trustees Agenda – will recommend expulsion to the Board of Trustees for final approval.

2. <u>How Hearing is to be Conducted</u>

- a. The public shall be excluded from this hearing.
- b. The hearing shall be recorded by either an audio recording or stenographic recording
- c. The hearing officer may conduct the hearing in any manner he or she deems appropriate, provided the accused is given the opportunity to confront the witnesses testifying against him or her and to offer the statements of any supporting witnesses.
- d. If the Disciplinary Hearing Committee finds adequate support for the charge(s), it shall take appropriate disciplinary action pursuant to Section I.C of this procedure.
- e. When the Disciplinary Hearing Committee reaches a decision, the accused shall be given written notice in a timely manner of the decision, the disciplinary action, if any, to be taken, and the right to appeal the decision to the Vice President of Student and Community Advancement.

C. <u>REVIEW BY THE VICE PRESIDENT OF STUDENT AND COMMUNITY</u> <u>ADVANCEMENT</u>

1. The accused may seek review of the decision of the Disciplinary Hearing Committee by delivering to the Vice President of Student and Community Advancement, no later than five (5) business days after notice to the accused of the Disciplinary Hearing Committee's decision, a signed statement containing:

a. A statement that the accused appeals the decision; and

b. A brief statement of why the accused considers the decision to be in error.

- 2. The Vice President of Student and Community Advancement shall examine all documents received and shall grant review of the matter only if he or she determines from these documents that the decision of the Disciplinary Hearing Committee was in error or the sanctions imposed were excessive in light of the seriousness of the charge(s).
- 3. If the Vice President of Student and Community Advancement determines that review is not appropriate, he or she shall, within ten (10) business days after receipt of the accused's request for review, send written notice to the accused denying review and affirming the decision of the Disciplinary Hearing Committee.
- 4. If the Vice President of Student and Community Advancement determines that review is appropriate, he or she shall, within ten (10) business days after receipt of the request for review, schedule a meeting giving the accused at least five (5) business days written notice thereof with the accused and the hearing officer, at which time the accused will be allowed to present his or her objections to the Disciplinary Hearing Committee's decision, and the hearing officer will be allowed to respond thereto.
- 5. After such a meeting, the Vice President of Student and Community Advancement may reverse, revise or modify the decision and the disciplinary sanctions therein imposed on the accused, or the Vice President may let the decision and disciplinary sanctions stand.

D. <u>GENERAL PROVISIONS</u>

- 1. If students or other persons are suspended or expelled from the campus, they shall not appear on the campus without permission from the Vice President of Student and Community Advancement or designee and must have a Campus Police escort.
- 2. The time limits specified in the Due Process and Disciplinary Procedures may be shortened or extended if there is a mutual written concurrence between the parties.

- 3. Failure of the accused to appeal any determination at any step to another step within the specified time limits shall be deemed acceptance by the accused of the last determination rendered.
- 4. Written notice to an accused pursuant to these procedures shall be sufficient if sent by first class mail to the last known address of the accused currently on file with the college. Notice shall be deemed given on the day following the date of said mailing. Notice shall be in the English language.
- 5. In the absence of the Director of Student Development, a designee may be appointed by the Vice President of Student and Community Advancement.
- 6. No student shall be removed, suspended or expelled unless the conduct for which the student is disciplined is related to college activity or college attendance. In addition, no student may be removed, suspended, or expelled for parking violations.
- 7. The President or the President's designee (Campus Police) shall, upon the suspension or expulsion of any student, notify the appropriate law enforcement authorities of Los Angeles County or the City of Torrance of any acts of the student which may be in violation of Section 245 of the California Penal Code Assault with a deadly weapon or force likely to produce great bodily injury.

EL CAMINO COLLEGE

Violation of Standards of Student Conduct Written Warning

(Board Policy 5500 – Academic Honesty & Standards of Conduct)

Name of Student (Please print)

Student ID Number (Please print)

Name of Faculty Member/Staff/Administrator:

Class Section number Date

Please mark the appropriate provision(s) for which the student is in violation:

1. Obstruction or disruption of teaching (or other authorized college activities). Obstruction or disruption includes, but is not limited to, tardiness, use of electronic devices during class (i.e., cell phones, pagers, CD players, ipods), or disrespectful or inappropriate classroom behavior.

2. Continued disruptive behavior, continued willful disobedience, profanity or vulgarity, or continued defiance of the authority of, or abuse of, college personnel or anyone on campus, or failure to comply with the directions of a member of the college personnel (faculty, administrators, supervisors, staff, or campus police).

3. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. (Sexual harassment must also be reported to the Director of Staff and Student Diversity immediately.)

4. Dishonesty, including but not limited to, cheating, plagiarism or knowingly furnishing false information.*

5. Unauthorized entry to or use of college facilities, equipment or supplies, or failure to use facilities, equipment, or campus resources in a responsible manner.

6. Other:

Comments:

If a student violates the Standards of Student Conduct again following receipt of the written warning, the student may be suspended from class for at least one class session (see Board Policy 5500). Disciplinary Form B should be used to notify the student of such action.

Signature of Faculty Member/Staff/Administrator:

Signature of Student:

A copy of this completed form MUST be given to the student. The faculty member/staff/ administrator will route copies of this form as listed below. Questions regarding use of this form should be discussed with the Director of Student Development.

*Note to Instructors: For incidents of Academic Dishonesty, please also fill out Disciplinary Form C.

EL CAMINO COLLEGE

Notice of Student Suspension from Class/Lab/Library

(Board Policy 5500 - Academic Honesty & Standards of Conduct)

Name of Student (Please print)

Student ID Number (Please print)

Name of Faculty Member/Staff/Administrator:

Division Class Section number

Class Day(s)/Time Today's Date

Date(s) of Suspension:
Date(s

Cause of Suspension:

□ □ Please make an appointment to see your instructor or division dean prior to returning to class to discuss what led to this suspension.

Office Hours:

Telephone number:

 \Box \Box Please make an appointment to see the Director of Student Development (310-660-3500) regarding this suspension prior to returning to class, lab or library.

Signature of Faculty Member/Staff/Administrator:

A copy of this completed form MUST be given to the student. The faculty member/staff/ administrator will route copies of this form as listed below.

Questions regarding student discipline and use of this form should be discussed with the Director of Student Development.

Academic Dishonesty Report Form

(Board Policy 5500 - Academic Honesty & Standards of Conduct)

Name of Student (Please print)

Student ID Number (Please print)

Name of Faculty Member/Staff/Administrator:

Division Class Section number

Class Day(s)/Time Today's Date

Date of Incident:

Description of Incident: (Please attach additional information and/or documentation)

Action Taken:

1. Assigned failing grade to the examination or assignment in which the alleged cheating or plagiarism occurred.

2. Dismissed student from class/activity for class session(s) at time of alleged violation. (Disciplinary Form B should be used to notify student of such action.)

3. Dismissed student from class/activity for class session(s) following alleged violation. **Disciplinary Form B** should be used to notify student of such action.)

Further Action Recommended to the Division Dean and/or Director of Student Development:

1. Suspension from class for the remainder of the semester.

2. Other (please specify):

Signature of Faculty Member/Staff/Administrator:

Questions regarding student discipline and use of this form should be discussed with the Director of Student Development. The faculty member/staff/administrator will route copies of this form as listed below.

El Camino College

-DISCIPLINARY FORM C

CLARIFICATION & PROCEDURES TO DOCUMENT AND HANDLE

CLASSROOM CHEATING & PLACIARISM

El Camino College is dedicated to maintaining an optimal learning environment and insists upon academic honesty. To uphold the academic integrity of the institution, all members of the academic community, faculty, staff and students alike, must assume responsibility for providing an educational environment of the highest standards characterized by a spirit of academic honesty.

It is the responsibility of all members of the academic community to behave in a manner which encourages learning and promotes honesty and to act with fairness toward others. Students should not seek an unfair advantage over other students when completing an assignment, taking an examination, or engaging in any other kind of academic activity.

Examples of Cheating or Plagiarism

• Representing the words, ideas or work of another as one's own in any academic exercise, including the use of commercial term paper companies or online sources for essays, term papers, or research papers, whether free or paid.

• Copying from another student or former student or allowing another student to copy from one's work.

Allowing another individual to assume one's identity or assuming the identity of another individual.

- Falsifying or attempting to falsify attendance records and/or grade rosters.

- Changing answers on a previously scored test, assignment or experiment with the intent to defraud.

- Inventing data for the purpose of completing a laboratory experiment or case study analysis with the intent to defraud.

• Giving and/or receiving information during an examination or test by any means such as sign language, hand signals, secret codes or through the use of electronic devices.

• Obtaining copies of notes, exams or exam questions by any means when prohibited by the instructor. This includes copying and removing exam questions from the classroom for any purpose.

• Using study aids such as calculators, tape recorders, notes or other electronic devices unless specifically authorized by the instructor.

Handing in the same paper or other assignment in more than one class when prohibited by the instructor.

- Any action that is not an honest reflection of a student's own academic work.

Consequences for Cheating or Plagiarism

When an instructor has determined that there is evidence of dishonesty in any academic work, the student may receive a failing grade for that piece of work and disciplinary action may be pursued. Any or all of the following actions may be imposed:

1. The instructor may assign a failing grade (no credit) to the examination or assignment in which the academic dishonesty occurred.

2. The instructor may dismiss the student from the class or activity for the day of the incident and one additional class day as stipulated in C.5 of Administrative Procedure 5520: Student Discipline & Due Process Procedure.

3. The instructor may complete the appropriate reporting forms (Disciplinary Form C — Academic Dishonesty Report Form and/or Disciplinary Form B — Notice of Suspension from Class/Lab/Library) and submit them along with a copy of the evidence to the Director of Student Development or his/her designee. This information will be placed in the student file.

4. If there is evidence of serious or repeated violations of academic honesty, the college may pursue additional disciplinary action in accordance with the disciplinary measures outlined in Administrative Procedure 5520 — Student Discipline & Due Process Procedure.

Questions regarding student disciplinary action should be discussed with the Director of Student Development

The College is required to provide for the identification, detection, and response to patterns, practices, or specific activities ("Red Flags") that could indicate identity theft of students when the College serves as a creditor in relation to its students. When applicable, the Superintendent/President or designee is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

Reference:

15 U.S. Code Section 1681m(e); Fair and Accurate Credit Transactions Act (FACT Act or FACTA)

El Camino College Adopted:

Administrative Procedure 5800

Prevention of Identity Theft in Student Financial Transaction

I. <u>The Purpose of the Identity Theft Prevention Program</u> The purpose of this Identity Theft Prevention Program (ITPP) is to control reasonably foreseeable risks to students from identity theft, by providing for the identification, detection, and response to patterns, practices, or specific activities ("Red Flags") that could indicate identity theft.

II. <u>Definitions</u>

- a) "Identity theft" is a fraud attempted or committed using identifying information of another person without authority.
- b) A "creditor" includes government entities that defer payment for goods, issued loans, or issued student debit cards. Government entities that defer payment for services provided are not considered creditors for purposes of this ITPP.
- c) "Deferring payments" refers to postponing payments to a future date and/or installment payments on fines or costs.
- d) A "covered account" includes one that involves multiple payments or transactions.
- e) "Person" means any individual who is receiving goods, receives a loan, and/or is issued a debit card from the College and is making payments on a deferred basis for said goods, loan, and/or debit card.
- f) Detection or discovery of a "Red Flag" implicates the need to take action under this ITPP to help prevent, detect, and correct identity theft.

III. Detecting "Red Flags" for Potential Identity Theft

Risk Factors for Identifying "Red Flags"

The College will consider the following factors in identifying relevant "Red Flags:"

- a) The types of covered accounts the College offers or maintains;
- b) The methods the College provides to open the College's covered accounts;
- c) The methods the College provides to access the College's covered accounts; and
- d) The College's previous experience(s) with identity theft.

Sources of "Red Flags"

The College will continue to incorporate relevant "Red Flags" into this ITPP from the following sources:

- a) Incidents of identity theft that the College has experienced;
- b) Methods of identity theft that the College identities that reflects changes in identity theft risks; and
- c) Guidance from the College's supervisors who identify changes in identity theft risks.

Categories of "Red Flags"

The following Red Flags including alerts, notifications, or warnings from a Consumer Reporting Agency have been identified for the College's covered accounts:

- a) A fraud or active duty alert is included with a consumer report the College receives as part of a background check.
- b) A consumer reporting agency provides a notice of credit freeze in response to a request for a consumer report.
- c) A consumer reporting agency provides a notice of address discrepancy. An address discrepancy occurs when an address provided by a student substantially differs from the one the credit reporting agency has on file. See Section (V)(9) for specific steps that must be taken to address this situation.
- d) A consumer report indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an applicant; such as:
 - i. A recent and significant increase in the volume of inquiries;
 - ii. An unusual number of recently established credit relationships;
 - iii. A material change in the use of credit, especially with respect to recently established credit relationships; or
 - iv. An account that was closed for cause or identified for abuse of account privileges by a creditor or financial institution.

Suspicious Documents

- a) Documents provided for identification appear to have been forged or altered.
- b) The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
- c) Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.

- d) Other information on the identification is not consistent with readily accessible information that is on file with the College, such as a signature card or a recent check.
- e) An application appears to have been altered or forged, or gives the appearance of having been destroyed or reassembled.

Suspicious Personally Identifying Information

a) Personal identifying information provided is inconsistent when compared against external information sources used by the College.

For example:

- i. The address does not match any address in the consumer report; or
- ii. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.
- b) Personal identifying information provided by a person is not consistent with other personal identifying information provided by the person. For example, there is a lack of correlation between the SSN range and date of birth.
- c) Personal identifying information is associated with known fraudulent activity as indicated by internal or third-party sources use by the College.

For example:

- i. The address on an application is the same as the address provided on a fraudulent application; or
- ii. The telephone number on an application is the same as the telephone number provided on a fraudulent application.
- d) Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the College.

For example:

- i. The address on the application is fictitious, a mail drop, or a prison; or
- ii. The telephone number is invalid, or is associated with a pager or answering service.
- e) The SSN provided is the same as that submitted by other persons currently being served by the College.

- f) The address or telephone number provided is the same or similar to the account number or telephone number submitted by an unusually large number of other persons being served by the College.
- g) The person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
- h) Personal identifying information provided is not consistent with personal identifying information that is on file with the College.
- i) The person opening the covered account cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

<u>Unusual Use Of – Or Suspicious Activity Relating To – A Covered Account:</u>

- a) A new covered account is used in a manner that is commonly associated with known patterns of fraud patterns. For example, a person makes a first payment, but there are no subsequent payments made.
- b) A covered account is used in a manner that is not consistent with established patterns of activity on the account.

For example, there is:

- i. Nonpayment when there is no history of late or missed payments; or
- ii. A material change in electronic fund transfer patterns in connection with a payment.
- c) A covered account that has been inactive for a reasonably lengthy period of time is suddenly used or active.
- d) Mail sent to the person holding the covered account is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the person's covered account.
- e) The College is notified that the person is not receiving paper account statements.
- f) The College is notified of unauthorized transactions in connection with a person's covered account.

Notices From Customers/Persons, Victims of Identity Theft, Law Enforcement Authorities, or Other Businesses About Possible Identity Theft in Connection with Covered Accounts:

a) The College is notified by a person with a covered account, a victim of identity theft, a law enforcement authority, or any other person, that it has opened a fraudulent account for a person engaged in identity theft.

IV. Measures to Detect "Red Flags"

The College shall do the following to aid in the detection of "Red Flags:"

a) When a new covered account is open, the College shall obtain identifying information about, and information verifying the identity of, the student or other person seeking to open a covered account. Two forms of identification shall be obtained (at least one of which must be photo identification).

The following are examples of the types of valid identification that a person may provide to verify the identity of the person seeking to open the covered account: valid state-issued driver's license, valid state-issued identification card, current passport, a Social Security Card, current residential lease, or copy of a deed to the person's home or invoice/statement for property taxes.

a) Persons with covered accounts who request a change in their personal information on file, such as a change of address, will have the requested changes verified by the College.

The person shall provide at least one written form of verification reflecting the requested changes to the personal information. For example, if an address change is requested, then documentation evidencing the new address shall be obtained. If a telephone number change is requested, then documentation evidencing the new telephone number, such as a telephone bill, shall be obtained.

V. Preventing and Mitigating Identity Theft

One or more of the following measures, as deemed appropriate under the particular circumstances, shall be implemented to respond to "Red Flags" that are detected:

- a) Monitor the covered account for evidence of identity theft;
- b) Contact the person who holds the covered account;
- c) Change any passwords, security codes, or other security devices that permit access to a covered account;
- d) Reopen the covered account with a new account number;
- e) Not open a new covered account for the person;
- f) Close an existing covered account;
- g) Not attempt to collect on a covered account or not sell a covered account to a debt collector;
- h) Notifying law enforcement;
- i) Where a consumer reporting agency provides an address for a consumer that substantially differs from the address that the consumer provided, the College shall take the necessary steps to for a reasonable belief that the College knows the identity of the person for whom the College obtained a credit report, and

reconcile the address of the consumer with the credit reporting agency, if the College establishes a continuing relationship with the consumer, and regularly, and in the course of business, provides information to the credit reporting agency; or

j) Determine that no response is warranted under the particular circumstances.

VI. <u>Updating the ITPP</u>

The College shall update this ITPP on an annual basis to reflect changes in risks to persons with covered accounts, and/or to reflect changes in risks to the safety and soundness of the College from identity theft, based on the following factors:

- a) The experiences of the College with identity theft;
- b) Changes in methods of identity theft;
- c) Changes in methods to detect, prevent, and mitigate identity theft;
- d) Changes in the types of covered accounts that the College maintains; or
- e) Changes in the business arrangements of the College, including service provider arrangements.

VII. Methods for Administering the ITPP

Oversight of the ITPP by the College's Superintendent/President or designee shall include:

- a) Assigning specific responsibility for the ITPP's implementation;
- b) Reviewing reports prepared by the staff regarding compliance of the ITPP; and
- c) Approving material changes to the ITPP as necessary to address changing identity theft risks.

VIII. Reports

- a) In General. Staff responsible for the development, implementation, and administration of this ITPP shall report to the Board of Trustees on an annual basis.
- b) Contents of Report. The report shall address material matters to the ITPP and evaluate the following issues: the effectiveness of the policies and procedures in addressing the risk of identity theft in connection with opening new covered accounts and with respect to existing covered accounts; service provider arrangements; significant incidents involving identity theft and management's response; and recommendations for material changes to the ITPP.
- c) Oversight of Service Provider Arrangements. Whenever the College engages a service provider to perform an activity in connection with one or more covered accounts the College shall take steps to ensure that the activity of the service

provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. To that end, the College shall require our service contractors, by contract, to have policies and procedures to detect relevant "Red Flags" that may arise in the performance of the service provider's activities, and either report the "Red Flags" to the College, or to take appropriate steps to prevent or mitigate identity theft.

Reference:

15 U.S. Code Section 1681m(e); Fair and Accurate Credit Transactions Act (FACT Act or FACTA)

December 14, 2015

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

Page No.

А.	Adoption of Education Protection Account Funding and Expenditures - 2015-2016	AS 3
B.	Adoption of Education Protection Account Funding and Expenditures - 2014-2015	AS 3
C.	Contracts Under \$86,000	AS 3
D.	Contracts Over \$86,000	AS 7
E.	Personal Service Agreements	AS 7
F.	Amendments	AS 7
** G. =	Memorandum of Understanding	AS 8
H.	Notice of Job Completion – C.I.S. Roofing, Inc. – Natural Science Reroofing Project	
H. I.		AS 8
	Reroofing Project Bid Award 2015-2 - Roll-Up Door Replacement Project - New Vision	AS 8 AS 9
I.	Reroofing Project Bid Award 2015-2 - Roll-Up Door Replacement Project - New Vision Construction	AS 8 AS 9 9, 11
I. J.	Reroofing Project Bid Award 2015-2 - Roll-Up Door Replacement Project - New Vision Construction Board Policy 3300 (Public Records) - First Reading Review OnlyAS	AS 8 AS 9 9, 11 9, 12

** Item pulled and no substitutions were made.

N.	Board Policy 6100 (Delegation of Authority) - First Reading Review Only	AS 10, 16
0.	Administrative Procedure 6100 (Delegation of Authority) - Informational Item	AS 10, 17
P.	Board Policy 6150 (Designation of Authorized Signature) - First Reading Review Only	AS 10, 18
Q.	Administrative Procedure 6150 (Designation of Authorized Signature) - Informational Item	AS 10, 19
R.	Purchase Orders and Blanket Purchase Orders	AS 20

A. ADOPTION OF EDUCATION PROTECTION ACCOUNT FUNDING AND EXPENDITURES – 2015-2016

It is recommended the Board of Trustees approve the plan to expend the funds received from the Education Protection Account (EPA) 2015-2016. The estimated amount of EPA funds the El Camino Community College District will receive is \$16,204,150. The entire amount will be spent in the category of instructional salaries. The EPA funds are not additional funds but rather a component of the computational revenue calculation. This recommendation is submitted to comply with the State Chancellor's Office and Proposition 30 provision requiring the governing board to designate the usage of the EPA funds.

B. ADOPTION OF EDUCATION PROTECTION ACCOUNT FUNDING AND EXPENDITURES – 2014-2015

It is recommended the Board of Trustees approve the expenditure of funds received from the Education Protection Account (EPA) 2014-2015. The amount of EPA funds received by the El Camino Community College District is \$17,547,895. The entire amount was spent in the category of instructional salaries. The EPA funds are not additional funds but rather a component of the computational revenue calculation. This recommendation is submitted to comply with the State Chancellor's Office and Proposition 30 provision requiring the governing board to designate the usage of the EPA funds.

C. CONTRACTS UNDER \$86,000

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

a. Services Provided by District or Designee:

None

- b. Services Received by District or Designee:
- 1. Contractor:
 ATA ENGINEERING, INC.

 Services:
 Contractor will provide NX CAE (computer-aided engineering) software training for Business Training Center (BTC) customer Martinez and Turek.

	Requesting Dept.: Date(s): Financial Terms:	Student and Community Advancement – Community Advancement – Center for Applied Competitive Technologies (CACT) 12/15/15 – 6/30/16 Cost not to exceed \$6,615 Funded by Orbital Science's Mentor Protégé grant
2.	Contractor:	CAREERAMERICA, LLC, aka FINANCIAL AID TV
	Services:	Contractor will provide online videos on applying for financial aid, financial literacy and other selected modules/features for ECC and Compton Center websites, which will track student usage, provide video embedding and monitor targeted population to increase awareness of financial options and improve financial literacy. In addition, Spanish translation of Financial Aid TV portal and up to five custom videos will be provided.
	Requesting Dept.:	Student and Community Advancement – Enrollment Services – Student Support Services
	Date(s):	11/1/15 - 10/31/18
	Financial Terms:	Cost not to exceed \$30,000
3.	Contractor: Services:	CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT Contractor will provide a representative to participate in meetings, attend conferences and workshops, provide data, and other duties as needed to complete reports required by the California Community Colleges Chancellor's Office in response to Assembly
	Requesting Dept.:	Bill 104 legislation. Student and Community Advancement – Community
	Date(s): Financial Terms:	Advancement – Grants Development and Management 12/15/15 - 6/30/16 Cost not to exceed \$35,000 Funded by Adult Education Consortium Planning Grant
4.	Contractor: Services:	ELEARNOVATIONS.COM Contractor will provide interactive online software

	Requesting Dept.: Date(s): Financial Terms:	program for individuals opening a restaurant/food service business in California. Student and Community Advancement – Community Advancement – Workplace Learning Resources 12/15/15 – 6/30/16 Cost not to exceed \$8,000 Funded by California Chancellor's Office Economic and Workforce Development Program Retail, Hospitality and Tourism Grant
5.	Contractor: Services:	INGLEWOOD UNIFIED SCHOOL DISTRICT Contractor will provide a representative to participate in meetings, attend conferences and workshops, provide data, and other duties as needed to complete reports required by the California Community Colleges Chancellor's Office in response to Assembly Bill 104 legislation.
	Requesting Dept.:	Student and Community Advancement – Community Advancement – Grants office
	Date(s):	12/15/15 - 6/30/16
	Financial Terms:	Cost not to exceed \$35,000 Funded by Adult Education Consortium Planning Grant
6.	Contractor:	PRO-TECH DESIGN AND MANUFACTURING, INC.
	Services:	Contractor will receive business skills, computer skills, and continuous improvement training, beginning with 57 hours of computer skills training
	Requesting Dept.:	57 hours of computer skills training. Student and Community Advancement – Community
	Date(s):	Advancement – Contract and Community Education 10/30/15 – 5/3/17
	Financial Terms:	Projected gross income \$50,000 Funded by Employment Training Panel (ETP) ET15- 0427
7.	Contractor:	REDONDO BEACH UNIFIED SCHOOL DISTRICT
	Services:	Contractor will provide a representative to participate in meetings, attend conferences and workshops, provide data, and other duties as needed to complete reports required by the California Community

	Requesting Dept.: Date(s): Financial Terms:	Colleges Chancellor's Office in response to Assembly Bill 104 legislation. Student and Community Advancement – Community Advancement – Grants office 12/15/15 – 6/30/16 Cost not to exceed \$35,000 Funded by Adult Education Consortium Planning Grant
8.	Contractor: Services:	THE KITCHEN SYNC GROUP Contractor will present film "The Head of Joaquin Murrieta" followed by question-answer session and classroom visits for Ethnic Studies and History departments.
	Requesting Dept.: Date(s): Financial Terms:	Academic Affairs – Behavioral and Social Sciences 11/17/15
9.	Contractor: Services:	STROBBE NEW MEDIA Contractor will produce three recruitment videos of approximately two minutes each, to be used for encouraging students into various teaching pathways.
	Requesting Dept.: Date(s): Financial Terms:	• •
		Funded by Teacher Preparation Pipeline Grant
10.	Contractor: Services:	WORKFORCE COMPUTER TRAINING Contractor will provide training to contract companies, including but not limited to Microsoft Office Suite and Tableau. Contractor will provide laptops during the training.
	Requesting Dept.: Date(s): Financial Terms:	Student and Community Advancement – Community Advancement – Contract and Community Education 12/15/15 – 6/30/16 Cost not to exceed \$30,000 Funded by Contract Education training contracts with manufacturing companies

D. CONTRACTS OVER \$86,000

It is requested that the Board of Trustees approve the District entering into the following agreements:

a. Services Provided by District or Designee:

None

b. Services Received by District or Designee:

Contractor:	ORBITAL SCIENCES CORPORATION				
Services:	Contractor will provide executive training including				
	design manufacturing, program management, and				
	green belt training to Martinez & Turek under the				
	Mentor Protégé program.				
Requesting Dept.:	pt.: Student and Community Advancement – Community				
	Advancement – CACT				
Date(s):	12/15/15 - 6/30/16				
Financial Terms:	Projected gross income \$107,350				
	Funded by Orbital Science's Mentor Protégé Grant				

E. PERSONAL SERVICE AGREEMENTS

a. Services Provided by District or Designee:

None

b. Services Received by District or Designee:

Contractor: Services:	ADRIANA RUIZ ALVARADO Contractor will provide professional development training to deans, associate deans, directors, faculty, and staff involved in Student Equity planning and implementation.		
Requesting Dept.: Academic Affairs – Student Equity			
Date(s):	12/15/15 - 6/30/16		
Financial Terms:	Cost not to exceed \$5,000 Funded by Student Equity Plan Grant		

F. AMENDMENTS

a. Services Provided by District or Designee:

None

b. Services Received by District or Designee:

Contractor:	CREATION WORLD SAFETY		
Services:	Contractor will provide two OSHA 10 trainings for		
	CAA students in four five-hour sessions, plus four		
	hours of preparation.		
Requesting Dept.:	Student and Community Advancement – Community		
	Advancement – Career Pathways		
Date(s):	9/18/15 - 1/30/16 (Board initially approved on		
	10/19/15 the term of 10/20/15 - 1/30/16)		
Financial Terms:	Cost not to exceed \$3,600 (Cost increase for additional		
	class to accommodate higher than expected		
	enrollment. Board initially approved on 10/19/15 the		
	cost of \$2,400)		
	Funded by California Community Colleges		
	Chancellor's Office CAA Grant		

=<mark>G.</mark>===<mark>MEMORANDUM OF UNDERSTANDING</mark>=

= <mark>-Contractor:</mark>	== <mark>BELLEVUE-UNIVERSITY</mark> ==				
= <mark>-Services</mark> +=========	=Contractor=will=provide-an=Outreach=Manager=to=be				
	<mark>=housed=at=El=Camino=College=in=order=to=facilitate</mark>				
	-student-enrollment,-relationship-management,-support)				
	grant=initiatives,=and=community=outreach=activities.				
	This = agreement = will = allow = local = students = to = gain				
	enhanced=access=to=upper=division=undergraduate				
	programs.				
Requesting Dept.:====	==Student and Community-Advancement==Community				
	Advancement==				
<mark>•Date(s);========</mark>	==12/22/15==12/22/17=with three-optional one-year=				
	renewal-periods===				
Financial Terms:====	==Projected-gross-income-\$10,000==				

H. NOTICE OF JOB COMPLETION – C.I.S. ROOFING, INC. – NATURAL SCIENCE REROOFING PROJECT

It is recommended the Board of Trustees accept as complete the following project and authorize final payment for the work. The required work has been completed **Item pulled and no substitutions were made.

Board of Trustees Agenda – December 14, 2015

in accordance with the conditions and specifications of the subject contract and accepted by a District representative.

Contractor

C.I.S. Roofing, Inc.

Contract Amount \$193,445

Purchase Order Number: B810909

I. BID AWARD 2015-2 – ROLL-UP DOOR REPLACEMENT PROJECT – NEW VISION CONSTRUCTION

It is recommended Bid No. 2015-2 be awarded to the following responsive bidder in accordance with the specifications, terms and conditions of the above-named bid for the Roll-Up Door Replacement Project.

RECOMMENDED BIDDER

BID AMOUNT

\$107.860

New Vision Construction (Responsive)

OTHER BIDDERS

Vortex Doors (Non-Responsive) Minco Construction (Non-Responsive)

J. BOARD POLICY 3300 (PUBLIC RECORDS) - FIRST READING REVIEW ONLY

As part of the Board policy and procedure review process, it is recommended the Board receive Board Policy 3300 (Public Records), for review only with no recommended changes, as shown on Page AS 11.

K. ADMINISTRATIVE PROCEDURE 3300 (PUBLIC RECORDS) -INFORMATIONAL ITEM

Administrative Procedure 3300 (Public Records) is presented for informational purpose only, as shown on Page AS 12.

L. BOARD POLICY 3310 (RECORDS RETENTION AND DESTRUCTION) -FIRST READING

It is recommended the Board accept for first reading Board Policy 3310 (Records Retention and Destruction) as shown on Page AS 14.

M. ADMINISTRATIVE PROCEDURE 3310 (RECORDS RETENTION AND DESTRUCTION) - INFORMATIONAL ITEM

Administrative Procedure 3310 (Records Retention and Destruction) is presented for informational purpose only, as shown on Page AS 15.

N. BOARD POLICY 6100 (DELEGATION OF AUTHORITY) - FIRST READING REVIEW ONLY

As part of the Board policy and procedure review process, it is recommended the Board receive Board Policy 6100 (Delegation of Authority), for review only with no recommended changes, as shown on Page AS 16.

O. ADMINISTRATIVE PROCEDURE 6100 (DELEGATION OF AUTHORITY) - INFORMATIONAL ITEM

Administrative Procedure 6100 (Delegation of Authority) is presented for informational purpose only, as shown on Page AS 17.

P. BOARD POLICY 6150 (DESIGNATION OF AUTHORIZED SIGNATURE) - FIRST READING REVIEW ONLY

As part of the Board policy and procedure review process, it is recommended the Board receive Board Policy 6150 (Designation of Authorized Signature), for review only with no recommended changes, as shown on Page AS 18.

Q. ADMINISTRATIVE PROCEDURE 6150 (DESIGNATION OF AUTHORIZED SIGNATURE) - INFORMATIONAL ITEM

Administrative Procedure 6150 (Designation of Authorized Signature) is presented for informational purpose only, as shown on Page AS 19.

REVIEW ONLY Board Policy 3300

Public Records

The Superintendent/President shall establish procedures for records management, including access by the public that comply with the requirements of the California Public Records Act.

Reference:

Government Code Sections 6250, et seq.

El Camino College Adopted: 4/16/01

NEW Administrative Procedure 3300

Members of the public may request to inspect or copy public records. A request by a member of the public may be delivered by mail or in person to the Superintendent/President or designee.

Any request shall identify with reasonable specificity the records that are sought. If additional information is needed, the custodian of the records and/or the Superintendent/President or designee may request it be provided in writing.

Any request to inspect records shall be made sufficiently in advance of the date of inspection to allow staff members time to assemble the records and identify any records that may be exempt from disclosure.

Records exempt from disclosure under the Public Records Act or any other provision of law, including the federal Family Educational Rights and Privacy Act (F.E.R.P.A.) and state laws protecting the privacy of student records and the federal Health Insurance Portability and Accountability Act (H.I.P.A.A.) and other laws protecting the privacy of health records, may not be inspected or copied by members of the public. Social security numbers must be redacted from records before they are disclosed to the public.

Within ten days, the custodian of the records and/or the Superintendent/President or designee, will determine whether or not the records can be produced and will communicate the determination to the member of the public requesting the record(s).

As there are more than one hundred disclosure exemptions contained in California law, questions about whether a record is exempt from disclosure may be referred to legal counsel.

The most common exemptions pertaining to community colleges include:

- 1. Student records. (Education Code, Section 76243)
- 2. Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business, provided that the public interest in withholding the records clearly outweighs the public interest in disclosure. (Government Code, Section 6254(a))
- 3. Records pertaining to pending litigation or to claims until the pending litigation or claim has been finally adjudicated or otherwise settled. (Government Code, Section 6254(b))
- 4. Personnel, medical, or similar files, the disclosure of which would

constitute an unwarranted invasion of personal privacy. (Government Code, Section 6254(c))

- 5. Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination (except for standardized tests provided for by Education Code, Sections 99150 et seq.). (Government Code, Section 6254(g))
- 6. The contents of real estate appraisals or engineering or feasibility estimates and evaluations relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained. (Government Code, Section 6254(h))
- 7. Internet posting of home address or telephone numbers of locally elected officials. (Government Code, Section 6254.21)
- 8. Home addresses and home telephone numbers of employees of a school district or county office of education (other than to an agent or family member of the employee, to an officer of another school district when necessary, to a employee organization, or to an agency or employee of a health benefit plan). (Government Code, Section 6254.3)
- 9. Information security records, if disclosure of such records would reveal vulnerabilities to or otherwise increase the potential for an attack on the District's information technology system.

References:

Education Code, Sections 76243 and 99150 et seq.; Government Code, Sections 6250 et seq.; The Family Educational Rights and Privacy Act (F.E.R.P.A.); The Health Insurance Portability and Accountability Act (H.I.P.A.A.)

December 14, 2015

Board Policy 3310

Records Retention and Destruction

The Superintendent/President shall establish administrative procedures to assure the retention and destruction of all District records--including electronically stored information as defined by the Federal Rules of Civil Procedure--in compliance with Title 5. Such records shall include, but not be limited to student records, employment records and financial records.

Reference:

Title 5, Sections 59020, et seq. Federal Rules of Civil Procedures, Rules 16, 26, 33, 34, 37, 45

El Camino College Adopted: 4/16/01 Amended:

NEW Administrative Procedure 3310

The College shall adhere to the following procedures for records retention and destruction, including electronically stored information (ESI):

- 1. "Records" means all records, maps, books, papers, data processing output, and documents of the District required by Title 5 to be retained, including but not limited to records created originally by computer and "electronically stored information" ("ESI"), as that term is defined by the Federal Rules of Civil Procedure.
- 2. The Vice President of Administrative Services shall supervise the classification and destruction of records.
- 3. Preservation of records including those relevant to actual or potential litigation pursuant to the Federal Rules of Civil Procedure.
- 4. Compliance with the Federal Rules of Civil Procedure and shall produce relevant ESI in the form in which it is ordinarily maintained or readily usable.
- 5. Destruction of records are submitted to the Board of Trustees on a periodic basis.
- 6. Records shall be classified as required by Title 5 and other applicable statutes, state, and federal regulations.
- Records shall be periodically reviewed to determine whether they should be classified as Class 1 Permanent, Class 2 Optional, or Class 3 Disposable (as defined in Title 5).
- 8. Class 3 disposable records shall be maintained for the period required by applicable law or regulation, but in any event shall be retained for at least three college years after the year in which they were originally created.
- 9. Destruction shall be carried out by any method that assures the record is permanently destroyed, e.g. shredding, burning, and/or pulping.

References:

Title 5, Sections 59020 et seq.; Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

December 14, 2015

REVIEW ONLY Board Policy 6100

Delegation of Authority

The Board delegates to the Superintendent/President the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations, and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board. (See Board Policy 6340).

The Superintendent/President shall make appropriate periodic reports to the Board and shall keep the Board fully advised regarding the financial status of the District.

Reference:

Education Code Sections 70902(d); 81655, 81656 Budgeting and Accounting Manual

El Camino College Adopted: June 11, 2001

NEW Administrative Procedure 6100

Delegation of Authority

The Superintendent/President delegates the authority to the Vice President of Administrative Services to: supervise budget preparation and management; oversee fiscal management of the District; and contract for, purchase, sell, lease, or license personal property, in accordance with Board Policy and law. Responsibility for the development of internal policies and procedures consistent with the provision of this regulation remains with the Vice President of Administrative Services. This delegated authority is subject to the condition that certain of these transactions be submitted to the Superintendent/President for review and approval from time to time as determined by the Superintendent/President.

When transactions do not exceed the dollar limits established in the Public Contract Code, the Education Code, or other laws pertaining to the taking of competitive bids, the Vice President of Administrative Services may contract for goods, services, equipment and rental of facilities so long as the transactions comply with law and any limitations or requirements set forth therein. Furthermore, the Vice President of Administrative Services may amend the terms and conditions of any contractual arrangement so long as the total expenditure of funds and period of contract do not exceed the limitations set forth in applicable law or regulation.

References:

Education Code, Sections 70902(d), 81644, 81655, and 81656; Public Contract Code, Sections 20651, 20658, and 20659

December 14, 2015

Designation of Authorized Signatures

Authority to sign orders and other transactions on behalf of the Board is delegated to the Superintendent/President and other officers appointed by the Superintendent/President.

The authorized signatures shall be filed with the Los Angeles County Superintendent of Schools.

Reference:

Education Code Section 81655, 85232, 85233

El Camino College Adopted: June 11, 2001 The Board of Trustees annually adopts a resolution designating the authorized agents of the District for the purposes of signing salary vendor warrants, contracts, and notices of employment. On a periodic basis, Board agenda action items include information on the warrants and dollar values.

The Superintendent/President delegates the authority to the Vice President of Administrative Services to be the designated District officer authorized to sign warrants on behalf of the District.

Proper documentation regarding signing District warrants shall be filed with the county superintendent of schools.

The Vice President of Administrative Services will withhold approval of District warrants when:

- 1. Disbursement of the funds in any major account classification will exceed the amount budgeted.
- 2. Established procedures have not been followed to verify authenticity of the expenditure.

References:

Education Code, Sections 85232 and 85233

December 14, 2015

R. PURCHASE ORDERS AND BLANKET PURCHASE ORDERS

It is recommended all purchase orders be ratified as shown.

P.O.	Vendor Name	Site Name	Description	P.O. Cost Number		
Fund 11 - Unrestricted - El Camino						
P0901092	Lee's Tools	Ctr for Arts Production	Repairs Parts And Supplies	\$41.05		
P0901257	Airgas USA, LLC	Automotive Collision	Instructional Supplies	\$299.73		
P0901264	Cable & Wireless	Carpenter Shop	Non-Instruct Supplies	\$471.95		
P0901265	Digital Buyer	Div Office Nat Sciences	New Equipment	\$2,659.60		
P0901276	Otto Frei	Art Department	Instructional Supplies	\$1,403.67		
P0901278	Dell Marketing L. P.	Physics	Instructional Supplies	\$217.96		
P0901281	BulbAmerica	Earth Sciences	Instructional Supplies	\$118.52		
P0901290	Grainger	Grounds	New Equipment	\$205.13		
P0901326	Monterey Graphics	Warehouse	Inventories	\$2,109.97		
P0901328	Johnstone Supply	Air Conditioning	Instructional Supplies	\$666.82		
P0901329	McMaster Carr	Air Conditioning	Instructional Supplies	\$462.73		
P0901331	Action Sales & Metal Co.	Welding	Instructional Supplies	\$898.16		
P0901332	M & K Metal Co.	Automotive Collision	Instructional Supplies	\$260.55		
P0901333 P0901334	Lincoln Monteray Craphics	Welding Sociology	Instructional Supplies	\$2,324.32 \$54.94		
P0901334 P0901336	Monterey Graphics Tomark Sports, Inc.	Physical Education	Instructional Supplies Repairs Parts And Supplies	\$995.00		
P0901337	Tomark Sports, Inc.	Physical Education	Repairs Parts And Supplies	\$995.00 \$995.00		
P0901340	Gale/Cengage Learning	Div Office Instr.	Library Books	\$4,028.80		
P0901340 P0901342	B & H Photo-Video	Information Technology	Non-Instruct Supplies	\$4,028.80 \$69.38		
P0901342	Thomson Reuters West	Div Office Instr.	Library Books	\$2,332.60		
P0901345	Parallax, Inc.	Machine Tool	Instructional Supplies	\$526.34		
P0901354	Redondo Beach	Public Relations	Conferences Mgmt	\$30.00		
P0901355	Zmags	Public Relations	License Fee/Site Licenses	\$4,800.00		
P0901360	AAFPE Headquarters	Legal Assistance	Dues And Memberships	\$450.00		
P0901361	Plastic Depot	Art Department	Instructional Supplies	\$1,441.11		
P0901363	The SEA Lab	Life Sciences	Field Trip Expense	\$200.00		
P0901369	Climatec	Facilities/Planning/Servi	Repairs Noninstructional	\$3,562.07		
P0901370	Mass Press	Fiscal Services	Non-Instruct Supplies	\$1,079.65		
P0901371	McMaster Carr	Technical Services	Repairs Parts And Supplies	\$1,394.27		
P0901380	Premium Aquatics, Inc.	Earth Sciences	Instructional Supplies	\$44.22		
P0901381	Monterey Graphics	Information Technology	Non-Instruct Supplies	\$151.20		
P0901382	Robert Grad	Ctr for Arts Instr/Admin	Contract Services	\$500.00		
P0901396	South Bay Wildlife	Life Sciences	Contract Services	\$250.00		
P0901400	ACHRO/EEO	Human Resources	Conferences Mgmt	\$200.00		
P0901441	McMaster Carr	Operations	Non-Instruct Supplies	\$105.97		
P0901444	South Coast Air Quality	Hazmat	Other Services And Expenses	\$7,412.83		
P0901445	Pacific Southwest	Speech Communication	Other Services And Expenses	\$1,137.00		
P0901447	U.S. Bank	Institutional Services	Escrow/adminstrtn fees - Bond	\$250.00		
P0901452	Lisa Klerman	Institutional Services	Legal	\$1,334.00		
P0901455 P0901457	Norcal Swim Shop Achro / Eeo	Physical Education Human Resources	Instructional Supplies	\$628.25 \$450.00		
			Dues And Memberships	\$450.00 \$200.00		
P0901461 P0901465	CACCRAOýEl Camino Sargent Welch Scientific	Admissions/Records	Dues And Memberships	\$200.00 \$1.774.11		
P0901465 P0901466	VWR International	Chemistry Chemistry	Instructional Supplies Instructional Supplies	\$1,774.11 \$2,736.99		
P0901400 P0901515	Complete Office	Ctr for Arts Ticket Office	Non-Instruct Supplies	\$2,730.99		
P0901531	Cal Tech Copier, Inc.	Institutional Research	Maintenance Contracts	\$325.00		
10701331	car reen copier, me.	mstitutional Research	Munitenance Contracts	ψ525.00		

P0901537	John Wiley & Sons Inc.	Institutional Research	Publications/ Periodicals	\$88.00
P0901540	Xpedx	Copy Center	Non-Instruct Supplies	\$1,304.78
P0901541	Xerox Corporation	Copy Center	Instructional Supplies	\$4,208.49
P0901543	UCLA Center for	Paramedic Academy	Contract Services	\$3,192.00
P0901544	L.A. County Ems	Paramedic Academy	Contract Services	\$67,147.83
P0901545	L.A. County Ems	Paramedic Academy	Contract Services	\$48,344.21
P0901546	UCLA Center for	Paramedic Academy	Contract Services	\$3,336.00
P0901548	Eurton Electric	Machine Tool	Instructional Supplies	\$127.86
P0901549	McMaster Carr	Cosmetology	Instructional Supplies	\$337.20
P0901551	Ms. Barbara Budrovich	Writing Center	Instructional Supplies	\$25.00
P0901552	Chronicle of Higher	Institutional Research	Publications/ Periodicals	\$80.00
P0901571	Christopher B. Sampson	Ctr for Arts Instr/Admin	Contract Services	\$500.00
P0901572	Kemtech America Inc.	Chemistry	Instructional Supplies	\$1,299.48
P0901575	National Association for	Out of State	Dues And Memberships	\$325.00
P0901577	Submittable, Inc.	English	Instructional Supplies	\$324.50
P0901582	Dell Marketing L. P.	Grants Dev & Mgmt.	New Computer	\$356.78
P0901584	The Hollywood Reporter	Div Office Fine Arts	Dues And Memberships	\$75.21
P0901585	Council for Resource	Grants Dev & Mgmt.	Dues And Memberships	\$350.00
P0901587	Uline Shipping Supply	Information Technology	Non-Instruct Supplies	\$383.84
P0901592	Anixter	Information Technology	Non-Instruct Supplies	\$1,212.45
P0901594	Ms. Francesca C. Bishop	Speech Communication	Other Services And Expenses	\$492.90
P0901600	Community College	Board Of Trustees	Conferences Mgmt	\$970.00
P0901610	Redondo Beach	Public Relations	Conferences Mgmt	\$365.00
P0901611	Advertising	Public Relations	Publications/ Periodicals	\$109.00
P0901623	Los Angeles County Fire	Hazmat	Waste Disposal	\$5,193.00
P0901627	State of the Art Audio	Instructional Television	Other Services And Expenses	\$159.00
P0901628	Community College	Div Office Instr.	Publications-Magazines	\$9,417.71
			Fund 11 Total: 73	\$201,535.06

Fund 12 - Restricted - El Camino

P0901277	Dell Marketing L. P.	Instructional Services	Non Inst Comp	\$2,773.34
P0901330	El Camino Charter Lines,	Historically Blck	Conferences Other	\$5,107.32
P0901341	Chef Ray Presents	Retail/Hospitality/Touris	Special Events-Direct Costs	\$575.00
P0901344	Enterprise Rentals	Retail/Hospitality/Touris	Conferences Other	\$39.44
P0901347	The Sign Language	DSPS	Contract Services	\$1,050.00
P0901349	Tequipment.Net	VATEA I&T	New Equipment - Instructional	\$29,691.03
P0901350	Johnstone Supply	VATEA I&T	New Equipment - Instructional	\$7,022.40
P0901351	McMaster Carr	VATEA I&T	New Equipment - Instructional	\$2,393.14
P0901352	Trane Commercial	VATEA I&T	New Equipment - Instructional	\$7,412.10
P0901356	Zones, Inc.	VATEA Early Childhood	New Equipment - Instructional	\$1,629.39
P0901368	Complete Office	Art Dept Donations	Non-Instruct Supplies	\$71.92
P0901375	Community College	MESA Program	Conferences Mgmt	\$200.00
P0901384	Dell Computer Corp.	DSPS	Instructional Supplies	\$178.22
P0901388	American Express Travel	Retail/Hospitality/Touris	Conferences Other	\$240.00
P0901389	Fast Deer Bus Charter	StudentSuccess	Transportation	\$1,925.00
P0901390	At Your Service Travel	Historically Blck	Conferences Other	\$8,249.81
P0901391	CDW-G	StudentSuccess	New Equip - Noninstr	\$747.52
P0901393	Campus Food Services	StudentSuccess	In-Service Training	\$179.26
P0901394	Get Educated, Inc	Historically Blck	Other Services And Expenses	\$2,000.00
P0901395	American Express Travel	Retail/Hospitality/Touris	Conferences Other	\$363.00
P0901397	Ms. Darling E. Garcia	CMTA-H1B	Non-Instruct Supplies	\$260.61
P0901399	Texthelp Systems, Inc	DSPS	Computer Software	\$600.00
P0901418	JD Squared	VATEA I&T	Instructional Supplies	\$3,687.02

P0901419Bluco CorporationVATEA I&TNew Equipment - Instructional\$43,530P0901421Lou's Golf and IndustrialParking ServicesRepairs Non Instr\$624P0901422City of TorranceParking ServicesOther Services\$448P0901423MPM Products, Inc.VATEA I&TNew Equipment - Instructional\$4,165P0901424Airgas USA, LLCVATEA I&TNew Equipment - Instructional\$2,549P0901425Best Buy for GovtVATEA I&TInstructional Supplies\$1,191P0901426Airgas USA, LLCVATEA I&TInstructional Supplies\$245P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272P0901438New GenerationVATEA Early ChildhoodInstructional Supplies\$272	.11 .00 .78 .03 .92 .99 .53 .28 .49 .91 .43 .80 .89 .50 .85
P0901422City of TorranceParking ServicesOther Services\$448P0901423MPM Products, Inc.VATEA I&TNew Equipment - Instructional\$4,165P0901424Airgas USA, LLCVATEA I&TNew Equipment - Instructional\$2,549P0901425Best Buy for GovtVATEA I&TInstructional Supplies\$1,191P0901426Airgas USA, LLCVATEA I&TInstructional Supplies\$245P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	.00 .78 .03 .92 .99 .53 .28 .49 .91 .43 .80 .89 .50 .85
P0901423MPM Products, Inc.VATEA I&TNew Equipment - Instructional\$4,165P0901424Airgas USA, LLCVATEA I&TNew Equipment - Instructional\$2,549P0901425Best Buy for GovtVATEA I&TInstructional Supplies\$1,191P0901426Airgas USA, LLCVATEA I&TInstructional Supplies\$245P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	.78 .03 .92 .99 .53 .28 .49 .91 .43 .80 .89 .50 .85
P0901424Airgas USA, LLCVATEA I&TNew Equipment - Instructional\$2,549P0901425Best Buy for GovtVATEA I&TInstructional Supplies\$1,191P0901426Airgas USA, LLCVATEA I&TInstructional Supplies\$245P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	0.03 .92 .99 .53 .28 .49 .91 .43 .80 .89 .50 .85
P0901425Best Buy for GovtVATEA I&TInstructional Supplies\$1,191P0901426Airgas USA, LLCVATEA I&TInstructional Supplies\$245P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	.92 .99 .53 .28 .49 .91 .43 .80 .89 .50 .85
P0901426Airgas USA, LLCVATEA I&TInstructional Supplies\$245P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	.99 .53 .28 .49 .91 .43 .80 .89 .50 .85
P0901428Bothwell Automotive, Inc.Parking ServicesRepairs Non Instr\$924P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	53 0.28 0.49 0.91 0.43 0.80 0.89 0.50 0.85
P0901429Ms. Lindsey LudwigEl Camino LanguageOther Instr Supplies\$360P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	0.28 0.49 0.91 0.43 0.80 0.89 0.50 0.85
P0901436Complete OfficeTitle III- H S I - STEMNon-Instruct Supplies\$272	.49 .91 .43 .80 .89 .50 .85
•	.91 .43 .80 .89 .50 .85
	.43 .80 .89 .50 .85
	.80 .89 .50 .85
	.89 .50 .85
P0901451The Apple StoreCareer TechnicalInstr.CompEquip\$9,083D0001460DevelopmentDevelopmentDevelopment\$240	.50 .85
	.85
P0901462Los Angeles SuperiorParking Violations DMVOther Services And Expenses\$4,812P0001464Wunder LuceParking Violations DMVOther Services And Expenses\$4,812	
	. ()()
P0901467With You GlobalEl Camino LanguageContract Services\$500D0001460DLDDDD	
P0901468Ryugaku Journal, Inc.El Camino LanguageContract Services\$1,000D0001460DDDDD	
P0901469 Overseas Education El Camino Language Contract Services \$500	
P0901472 American Express Travel AMETLL Transportation/ Mileage \$238 P0001402 G L Dialog \$238	
P0901492 Complete Office Dig Media Arts Career Non-Instruct Supplies \$254 P0001511 Complete Office State Facility Non-Instruct Supplies \$254	
P0901511 Complete Office Student Equity Non-Instruct Supplies \$808 P0001512 Complete Office Student Equity Non-Instruct Supplies \$2005	
P0901512 Complete Office Student Equity Non-Instruct Supplies \$2,005 P0001512 Complete Office Student Equity Non-Instruct Supplies \$001	
P0901513Complete OfficeStudent EquityNon-Instruct Supplies\$991D0001522DLC1.260	
P0901533Purple CommunicationsDSPSContract Services\$1,368D0001555D114D114D114D114D114	
P0901555Bob Lee's AutomotiveParking ServicesRepairs Non Instr\$129P0001556Poulo Lee's AutomotiveParking ServicesPoulo Lee's Automotive\$129	
P0901556 Psychological Consulting Parking Services Other Services And Expenses \$700	
P0901557Van Lingen TowingParking ServicesRepairs Non Instr\$100P0901558HVAC ExcellenceCTE (14-187-006)Conferences Other\$500	
P0901561 Campus Food Services Contract Training Non-Instruct Supplies \$999 P0001574 Amazina English PEAD A laboration Transland Conference \$707	
P0901574 American Express Travel BFAP Adminstration Travel And Conference \$797	
P0901576Fast Deer Bus CharterStudentSuccessTransportation\$1,875P0001570AIIIIIIIIIIII	
P0901578 American Express Travel Teacher Preparation Conferences Mgmt \$480	
P0901579 American Express Travel Teacher Preparation Conferences Mgmt \$480	
P0901581 American Express Travel Teacher Preparation Transportation/ Mileage \$211	
P0901586 Best Buy for Govt & Career Technical Instr.CompEquip \$564 P0001580 Hilter Surgery to Adde Detailed in the Carefornia of the Careforni of the Carefornia of the Carefornia of the Carefornia of the Care	
P0901589 Hilton Sacramento Arden Retail/Hospitality/Touris Conferences Other \$189	
P0901590 American Express Travel Retail/Hospitality/Touris Conferences Other \$176	
P0901591Disney InstituteýDisneyRetail/Hospitality/TourisConferences Other\$4,960P0901593B & H Photo-VideoArt Dept DonationsNon-Instruct Supplies\$258	
1 11	
P0901598 American Management Mentor Protege Conferences Other \$4,690 P0001500 Mid City Mailing Services StudentSuggess Pastage \$5,082	
P0901599 Mid City Mailing Services StudentSuccess Postage \$5,983 P0001612 DelSpat Auto Body Barling Services Postage \$500	
P0901613 Da'Spot Auto Body Parking Services Repairs Non Instr \$500 P0001622 International El Camino Language Contract Saminas \$500	
P0901633InternationalEl Camino LanguageContract Services\$500P0001634LACTEl Camino LanguageContract Services\$200	
P0901634 LACT El Camino Language Contract Services \$300 P0001636 Cat Educated Inc. Historically Plate Other Services And Expansion \$2,000	
P0901636Get Educated, IncHistorically BlckOther Services And Expenses\$3,000	
Fund 12 Total: 71 \$181,800	.44
Fund 15 - General Fund -Special Programs	

Fund 15 - General Fund -Special Programs

P0901583	Honors Transfer	Honors Program	Dues And Memberships	\$120.00

			Fund 15 Total: 1	\$120.00
Fund 41 - (Capital Outlay			
P0901217	Smardan Supply	Building Systems	Buildings	\$1,581.86
P0901310	National Roofing	Roofing 2011	Contract Services	\$2,750.00
	-	-	Fund 41 Total: 2	\$4,331.86
				φ -1,551100
Fund 61 - \	Workers' Compensation			
P0901547	The Hartford	Purchasing	Other	\$340.00
			Fund 61 Total: 1	\$340.00
Fund 62 - 1	Property & Liability			
P0901338	Keenan & Associates	Purchasing	Excess Insurance	\$2,318.86
P0901427	El Camino Community	Purchasing	Self Insurance Legal Fees	\$11,636.22
			Fund 62 Total: 2	\$13,955.08
Fund 71	Associated Students			
P0901490	Octavio A. Canales	Student Affairs	ASB Exp.	\$250.00
P0901530	Krispy Kreme Doughnuts	Student Affairs	ASB Exp.	\$400.00
			Fund 71 Total: 2	\$650.00
Fund 72 - 5	Student Representation Fee	9		
P0901353	Enterprise Rentals	Student Affairs	Conferences - Student	\$118.29
			Fund 72 Total: 1	\$118.29
Fund 79 - <i>A</i>	Auxiliary Services			
P0901404	Karen Lawrence	Fine Arts	Non-Instruct Supplies	\$100.00
P0901405	Jeremy Boersma	Fine Arts	Non-Instruct Supplies	\$100.00
P0901406	Allyson Bates	Fine Arts	Non-Instruct Supplies	\$100.00
P0901407	Bianca A. Lara	Fine Arts	Non-Instruct Supplies	\$100.00
P0901409	Aimee K. Gomez	Fine Arts	Non-Instruct Supplies	\$100.00
P0901411	Chad Jackson	Fine Arts	Non-Instruct Supplies	\$100.00
P0901412	Jonathan J. Stehney	Fine Arts	Non-Instruct Supplies	\$150.00
P0901413	Tim Kunze	Fine Arts	Non-Instruct Supplies	\$100.00
P0901414	Sandra J. Nitchman	Fine Arts	Non-Instruct Supplies	\$100.00
P0901417	Ms. Kate L. McLaughlin	Humanities	Non-Instruct Supplies	\$1,336.96
P0901417	•		Non-Instruct Supplies	\$1,374.00
P0901434 P0901532	Sports Chalet Team	Resp Therapy Student Affairs	11	\$1,374.00 \$799.62
	Monterey Graphics		Non-Instruct Supplies	
P0901536	Redondo Beach Unified	Health Sciences	Non-Instruct Supplies	\$4,600.00
P0901542	Monterey Graphics	Student Affairs	Non-Instruct Supplies	\$1,555.22
P0901550	Stefanie A. Frith	Humanities	Non-Instruct Supplies	\$316.93
P0901614	Complete Office	Fine Arts	Non-Instruct Supplies	\$169.35
P0901617	Mr. Hector G. Salazar	Fine Arts	Non-Instruct Supplies	\$150.00
P0901618	Amy L. Wolff	Fine Arts	Non-Instruct Supplies	\$250.00
P0901620	Deborah B. Minnichelli Joseph J. Derthick	Fine Arts	Non-Instruct Supplies	\$150.00 \$250.00
P0901622	Joseph J. Derthick	Fine Arts	Non-Instruct Supplies	\$250.00
			Fund 79 Total: 20	\$11,902.08

Fund 81 -Student Organizations

P0901327	Complete Office	Student Affairs	A/P Manual.Gen.	\$140.95
			Fund 81 Total: 1	\$140.95
Fund 82 - S	Scholarships & Trust/Agen	cy		
P0901348 P0901383 P0901401 P0901440 P0901449 P0901450	Brian J. Morrison Sports Chalet Team Sports Chalet Team Sports Chalet Team Victory Custom Athletic Sg Wholesale Roofing	Special Resource Health Sciences Health Sciences Health Sciences Health Sciences Health Sciences	Fundraising Fundraising Fundraising Fundraising Fundraising Fundraising Fund 82 Total: 6	\$343.60 \$481.90 \$848.21 \$541.20 \$3,068.24 \$626.77 \$5,909.92
		PO Fur	nds Total: 180	420,803.68
Fund 11 - U	Jnrestricted - El Camino			
B0901125 B0910735 B0910736 B0910737 B0910747 B0910760 B0910765	Penergy, Inc Westwood Building ECCD Petty Cash A-1 Coast Rentals Servpro of Downey Padua Glass Ricoh Corp	Facilities/Planning/Servi Construction Architectural Fire Academy Facilities/Planning/Servi Facilities/Planning/Servi Fiscal Services	Maintenance Contracts Instructional Supplies Instructional Supplies Other Rentals Repairs Noninstructional Repairs Noninstructional Copiers	\$4,958.00 \$1,005.00 \$200.00 \$400.00 \$12,365.51 \$2,950.00 \$2,680.00
			Fund 11 Total: 7	\$24,558.51
Fund 12 - H	Restricted - El Camino			
B0910738 B0910741 B0910742 B0910748 B0910751 B0910753 B0910762	Napa Auto & Truck Parts S and B Compton E.C.C. Public Information Verizon Wireless E.C.C. Public Information Kenjus T. Watson Sparkletts	Parking Fees Permit	Instructional Supplies Non-Instruct Supplies Printing Other Services And Expenses Non-Instruct Supplies PSA Contract Services Non-Instruct Supplies Fund 12 Total: 7	\$500.00 \$10,000.00 \$259.48 \$1,900.00 \$500.00 \$2,500.00 \$500.00 \$16,159.48
Fund 41 - (Capital Outlay			
B0910743 B0910750	Treesmith Enterprises, South Bay Heating & Air	Improve Campus Building Systems	Site Improvements Buildings Fund 41 Total: 2	\$10,500.00 \$7,200.00 \$17,700.00
		BPO Fi	unds Total: 16	58,417.99
		Grand Total POs and BI	POs: 196	479,221.67

Agenda for the El Camino Community College District Board of Trustees For Measure E 2002 & 2012 Bond Fund Administrative Services

A. Category Budgets and Balances ______E 2 B. Contract - Caldwell Flores Winters, Inc. _____E 2 C. Contract - Leighton Consulting, Inc. -Pool, Locker Room & Classroom Buildings Project _____E 3 D. Change Order - GGG Demolition, Inc. -Technical Arts - Lot C Parking - Shops Demolition Project _____E 3 E. Purchase Orders and Blanket Purchase Orders ______E 4

Page No.

Administrative Services – Measure E Bond Fund

A. CATEGORY BUDGETS AND BALANCES

GENERAL OBLIGATION BOND FUND CATEGORIES AND PROJECT SUMMARY

The following tables report Measure E 2002 and Measure E 2012 expenditures and commitments through November 30, 2015, at the December 2015 Board Meeting.

2002 Measure E Expenditures:

CATEGORY	BUDGET	EXPENDED	COMMITTED	BALANCE
Additional Classrooms and Modernization	\$207,166,278	\$155,799,391	\$20,166,266	\$31,200,621
Campus Site Improvements	64,474,958	34,633,240	22,173,163	7,668,554
Energy Efficiency Improvements	2,700,980	2,700,980	0	0
Health and Safety Improvements	129,894,780	126,199,016	73,181	3,622,584
Information Technology and Equipment	24,751,372	16,356,571	0	8,394,801
Physical Education Facilities Improvements	572	572	0	0
Unallocated Interest (6/30/2015)	376,833	0	376,833	0
TOTAL	<u>\$429,365,773</u>	<u>\$335,689,769</u>	<u>\$42,412,611</u>	<u>\$50,886,560</u>

2012 Measure E Expenditures:

CATEGORY	BUDGET	EXPENDED	COMMITTED	BALANCE
Additional Classrooms and Modernization	\$144,868,429	\$0	\$0	\$144,868,429
Health and Safety Improvements	205,131,571	0	_0	205,131,571
TOTAL	<u>\$350,000,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$350,000,000</u>

B. CONTRACT - CALDWELL FLORES WINTERS, INC.

It is recommended the Board of Trustees approve the contract with the above firm to provide financial advisor services for the sale and refunding of bonds.

Date of Service: December 1, 2015 – June 30, 2016

Cost: Not to exceed \$185,000 plus reimbursable.

All fees are payable solely from the bond sales proceeds.

C. CONTRACT – LEIGHTON CONSULTING, INC. – POOL, LOCKER ROOM & CLASSROOM BUILDINGS PROJECT

It is recommended the Board of Trustees approve entering into a contract with the above firm to provide geotechnical exploration testing and inspection services for the Pool, Locker Room & Classroom Buildings Project.

This firm is being recommended based upon its prior experiences performing this type of work, the demonstrated expertise and the qualifications of its staff to perform the services and competitive fee structure.

Date of Service: December 2015 – Project Completion

Cost: Not to exceed \$30,000, includes reimbursable costs.

D. CHANGE ORDER – GGG DEMOLITION, INC. – TECHNICAL ARTS -LOT C PARKING – SHOPS DEMOLITION PROJECT

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

 Reroute existing duct bank to provide clearance for new elevator shaft – Unforeseen Conditions. 	\$119,330
Total Change Order Amount	\$119,330
Original Contract Amount Prior Changes This Change Order Amount New Contract Amount	\$4,283,700 0 <u>119,330</u> <u>\$4,403,030</u>

E. 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.

P.O.	Van dan Nama	Cite Nome	Description	BO Cost
Number	Vendor Name	Site Name	Description	P.O. Cost
Fund 47	Bond Fund-Series 2012C-ECC			
P0900963	CED/Metropolitan	Shops Building	Construction Material	\$485.46
P0900967	Genetic Potential Inc.	Athletic Educ/Fitness	Group II Equipment	\$39,786.88
P0900988	Aluminum Athletic	Athletic Educ/Fitness	Group II Equipment	\$3,116.40
P0900998	Rae Crowther Co.	Athletic Educ/Fitness	Group II Equipment	\$2,932.69
P0901244	CDW-G	Athletic Educ/Fitness	Group II Equipment	\$86,594.69
P0901246	ChefsMart	Athletic Educ/Fitness	Group II Equipment	\$17,928.81
P0901249	Play Anywhere Sports	Athletic Educ/Fitness	Group II Equipment	\$4,010.50
P0901252	Dell Marketing L. P.	Athletic Educ/Fitness	Group II Equipment	\$26,928.20
P0901254	Shadowman Sports	Athletic Educ/Fitness	Group II Equipment	\$8,239.00
P0901373	Los Angeles County	Student Services	Permit Processing Fees	\$1,557.00
P0901374	Los Angeles County	Lot C Parking Structure	Permit Processing Fees	\$1,557.00
P0901456	CSI Fullmer	ITEC	Group II Equipment	\$3,815.90
P0901459	CSI Fullmer	Athletic Educ/Fitness	Group II Equipment	\$1,790.74
		Fund 47 Total: 13		\$198,743.27
		PO I	Funds Total: 13	\$198,743.27
Fund 47	nd 47 Bond Fund-Series 2012C-ECC			
B0910560	Allana Buick & Bers, Inc	Athletic Educ/Fitness	Testing & Inspection	\$58,800.00
B0910744	Pyro-Comm Systems,	Student Services	Repairs Equipments-Bond	\$6,800.00
B0910749	Geotechnical	Lot F Parking Structure	Testing & Inspection	\$120,000.00
		Fund 47 Total: 3		\$185,600.00
		BPO Funds Total: 3		\$185,600.00
		Grand Total POs and I	3POs: 16	\$384,343.27

Agenda for the El Camino Community College District Board of Trustees from Human Resources Linda Beam, Vice President

Page No.

A.	Employment and Personnel Changes	HR 2
B.	Temporary Non-Classified Service Employees	.HR 19
C.	Revised Salary Schedule for Temporary Non-Classified Employees 2016	HR 28

A. EMPLOYMENT AND PERSONNEL CHANGES

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 - 43 and 1 - 16.

(*The hourly rates reflect the salary schedule in effect at the beginning of the assignment. Effective January 1, 2016 new rates of pay go into effect.)

Academic Personnel:

- 1. Retirement Moon Ichinaga, full-time Librarian, Learning Resources, effective May 13, 2016, first day retired May 14, 2016 and that a plaque be prepared and presented to her in recognition of her years of service to the District since 2001.
- 2. Amend Retirement Susan Marron, full-time instructor of Sign Language, Health Sciences & Athletics/Special Resource Center, effective June 1, 2016, first day retired June 2, 2016 and that a plaque be prepared and presented to her in recognition of her years of service to the District since 1999.
- 3. Employment Linda Clowers, Associate Dean, Academic Affairs, Range 13, Step 1, Administrator Salary Schedule, effective January 4, 2016.
- 4. Employment Lesley Doricely Meza, full-time Counselor, Counseling and Student Success, Class II, Step 4, Academic Salary Schedule, effective January 4, 2016.
- 5. Employment Troy Moore, full-time instructor of Chemistry, Natural Sciences Division, Class II, Step 4, Academic Salary Schedule, effective January 14, 2016.
- 6. Amend Employment Wanda Morris, Director of Nursing, Health Sciences & Athletics Division, Range 14, Step 6, Administrative Salary Schedule, effective January 1, 2016.
- 7. Personal Leave (100%) Rachel Ketai, full-time instructor of English, Humanities Division, effective January 14, 2016 through May 13, 2016.
- 8. Extra Services Pay Nikki Barber, full-time temporary Counselor, Counseling and Student Success, to be paid a daily per diem rate based on the Academic Salary Schedule, effective December 14, 2015 through June 30, 2016, in accordance with Agreement, Article 10, Section 13(b).
- 9. Special Assignment Griselda Castro, full-time Counselor, Counseling and Student Success, to work as the Puente Coordinator, to be paid \$62.61 an hour, not

to exceed 90 hours or \$5,635, effective December 1, 2015 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).

- 10. Special Assignment Alan Chan, part-time instructor of Music, Fine Arts Division, to be the coordinator for the 2016 Jazz Festival to set event goals, schedules, recruit, outreach, promote and emcee event, to be paid \$63.25 an hour, not to exceed 23.7 hours or \$1,500, effective March 1, 2016 through April 30, 2016, in accordance with Agreement, Article 10, Section 9(m).
- 11. Special Assignment Yamonte Cooper, full-time Counselor, Counseling and Student Success, to work as the Career Coordinator, to be paid \$62.61 an hour, not to exceed 70 hours or \$4,383, effective December 1, 2015 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 12. Special Assignment Stephanie Frith, full-time instructor of Journalism, Humanities Division, to supervise the journalism lab and provide writing instructions to students, to be paid \$47.43 an hour, not to exceed 120 hours or \$5,692, effective January 16, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 13. Special Assignment Donald Hill, part-time instructor of Theatre, Fine Arts Division, to work as the theatre director for "Into the Woods" Spring 2016, to be paid \$63.25 an hour, not to exceed 67 hours or \$4,195, effective March 5, 2016 through April 30, 2016, in accordance with Agreement, Article 10, Section 9(m).
- 14. Special Assignment Kathryn Holmes, full-time Learning Disability Specialist, Special Resource Center/Health Sciences & Athletics Division, to coordinate the learning disability assessments, to be paid \$63.25 an hour, not to exceed 50 hours or \$3,163, effective January 4, 2016 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 15. Special Assignment Katheryn Holmes, full-time Learning Disability Specialist, Special Resource Center/Health Sciences & Athletics Division, to assist new Director with transition, to be paid \$63.25 an hour, not to exceed 40 hours or \$2,530, effective January 4, 2016 through January 29, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 16. Special Assignment Kenneth Key, full-time Counselor, Counseling and Student Success, to train adjunct counselors, to be paid \$62.61 an hour, not to exceed 10 hours or \$627, effective December 1, 2015 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).

- 17. Special Assignment Gary Kohatsu, part-time instructor of Journalism, Humanities Division, to supervise the journalism lab and provide writing instructions to students, to be paid \$47.43 an hour, not to exceed 45 hours or \$2,135, effective January 16, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).
- 18. Special Assignment Rebecca Loya, full-time instructor ESL, Humanities Division, to be the ESL Consistency Project Coordinator to organize and lead the Humanities ESL consistency project professional development training workshops, including the accompanying discussion and implementation of revised curriculum, to be paid \$63.25 an hour, not to exceed 10 hours or \$633, effective January 14, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 19. Special Assignment Rene Lozano, full-time Counselor, Counseling and Student Success, to work as Transfer Coordinator, to be paid \$62.61 an hour, not to exceed 70 hours or \$4,383, effective December 1, 2015 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 20. Special Assignment Kate McLaughlin, full-time instructor of Journalism, Humanities Division, to supervise the journalism lab and provide writing instructions to students, to be paid \$47.43 an hour, not to exceed 120 hours or \$5,692, effective January 16, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 21. Special Assignment William Melendez, full-time instructor of Fire and Emergency Technology, to work on the Compton Education Center Fire Academy Accreditation, to be paid \$62.61 an hour, not to exceed 25 hours or \$1,566, effective March 12, 2015 through December 30, 2015, in accordance with Agreement, Article 10, Section 14(a).
- 22. Special Assignment Brian Mims, full-time Counselor, Counseling and Student Success, to work as the Project Success Coordinator, to be paid \$62.61 an hour, not to exceed 90 hours or \$5,635, effective December 1, 2015 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 23. Special Assignment Cynthia Mosqueda, full-time Counselor, Counseling and Student Success, to be the First Year Experience Coordinator, to be paid \$62.61 an hour, not to exceed 90 hours or \$5,635, effective December 1, 2015 through June 30, 2016 in accordance with Agreement, Article 10, Section 14(a).
- 24. Special Assignment Valencia Rayford, full-time Counselor, Counseling and Student Success, to plan contextualized lessons in conjunction with other

instructors and track education progress of Career Advancement Academy students past and present, to be paid \$63.25 an hour, not to exceed 54 hours or \$3,416, effective January 1, 2016 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).

- 25. Special Assignment Russell Serr, full-time instructor of Physical Education, Health Sciences & Athletics Division, to be an SLO Coordinator, to be paid \$46.95 an hour, not to exceed 20 hours or \$939, effective December 14, 2015 through January 15, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 26. Special Assignment Jenny Simon, full-time instructor of English, Humanities Division, to be an SLO Coordinator, to be paid \$46.95 an hour, not to exceed 20 hours or \$939, effective December 14, 2015 through January 15, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 27. Special Assignment Jenny Simon, full-time instructor of English, Humanities Division, to be the ESL Consistency Project Coordinator to organize and lead the Humanities ESL consistency project professional development training workshops, including the accompanying discussion and implementation of revised curriculum, to be paid \$63.25 an hour, not to exceed 10 hours or \$633, effective January 14, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 14(a).
- 28. Special Assignment Matthew Talbott, part-time instructor of Theatre, Fine Arts Division, to work as theatre director for "Rumors" Spring 2016, to be paid \$63.25 an hour, not to exceed 67 hours or \$4,238, effective January 19, 2016 through March 5, 2016, in accordance with Agreement, Article 10, Section 9(m).
- 29. Special Assignment Ljubomir Velickovic, part-time instructor of Music, Fine Arts Division, to lead strings section for rehearsals and performance, to be paid \$62.61 an hour, not to exceed 8 hours or \$500, effective October 6, 2015 through November 18, 2015, in accordance with Agreement, Article 10, Section 9(m).
- 30. Special Assignment Christina Watson, part-time instructor of Math, Mathematical Sciences Division, to plan and deliver math boot camp to students for the Career Advancement Academy Grant, to be paid \$63.25 an hour, not to exceed 90 hours or \$5,693, effective January 1, 2016 through June 30, 2016, in accordance with Agreement, Article 10, Section 9(m).
- 31. Special Assignment Karen Whitney, full-time instructor of Art, Fine Arts Division, to help transition new Associate Dean, Academic Affairs, to be paid \$47.43 an hour, not to exceed 10 hours or \$475, effective January 4 through January 8, 2016, in accordance with Agreement, Article 10, Section 14(a).

32. Special Assignment – The following counselors to participate in developing student equity practices at the Umoja Conference, to be paid \$46.95 an hour, not to exceed 17.25 hours or \$810 each, effective November 6 through November 7, 2015, in accordance with Agreement, Article 10, Section 14(a).

Nikki Barber	Brian Mims
Brandi Marsh	Robert Williams

33. Special Assignment – The following part-time instructors of foreign language to administer credit by examination in absence of full-time German instructors, to be paid \$63.25 an hour, not to exceed 16 hours or \$1,012, effective January 16, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).

Nickolas De Carlo

Christopher Stevens

34. Special Assignment – The following part-time instructors of Respiratory Care, Health Sciences and Athletics Division, to provide clinical supervision to respiratory care students, to be paid \$63.25 an hour, not to exceed 32 hours per week or \$2,004, effective January 16, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).

Raymond Adoc	7 hours
Salomay Corbaley	2 hours
Edward Guerreo	4 hours
Pamela Michael	2 hours
Douglas Mizukami	8 hours
Taryn Nicole Parker	7 hours
Elva Sipin	<u>2 hours</u>
	32 hours

35. Special Assignment – The following instructors to participate in the development of content research for the Student Equity Program targeting basic skills students during Spring 2016, each to be paid \$47.43, not to exceed 30 hours or \$1,423, effective January 4, 2016 through June 30, 2016, in accordance with Agreement, Article 10, Section 14(a).

<u>Behavioral & Social Sciences</u> Yun Chu Kristie Daniel-DiGregorio	Jason Suarez
<u>Counseling</u> Nikki Barber	Kenneth Key

Rene Lozano Brandi Marsh Brians Mims

<u>Humanities</u> Katrina Jalloh Scott Kushigemachi Cynthia Mosqueda Robert Williams

Darrell Thompson Allison Carr

<u>Math</u> Lars Kjeseth

36. Special Assignment – The following instructors to teach Student Equity Plan cohorts, attend an orientation to learn about the programs, our mission and our students, attend monthly meetings to check in on the progress and to attend cultural sensitivity dialogue and training, to be paid \$47.43 an hour, not to exceed 12 hours or \$569 per instructor, effective January 4, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).

Matthew Cheung Katrina Jalloh Jane Sandor

37. Special Assignment – The following instructors and counselors to attend a two-part Student Equity Plan Profession Development training, to be paid \$46.95 an hour, not exceed 4 hours or \$189 per person each training, effective November 16, 2015 through February 29, 2016, in accordance with Agreement, Article 10, Section 14(a).

Rose Cerofeci
Yun Chu
Steve Cocca
Kristie Daniel DiGregorio
Ross Duran
Briita Halonen
Hong Herrra Thomas
Xocoyotzin Herrera
James Hurd
Kurt Hull
Katrina Jalloh
Chris Jeffries
Elizabeth Jennison
Rachel Ketai
Lars Kjeseth
Scott Kushigemachi

Philip Lau	Russell Serr
Lee Macpherson	Jenny Simon
Art Martinez	Juli Soden
Ed Matykiewicz	Margaret Steinberg
Ana Milosevic	Claudia Striepe
Sumino Otsuji	Jason Suarez
Richard Perkins	Bruce Tran
Malinni Rouen	Evelyn Uyemura
Darilyn Rowan	Pat Vacca
Jane Sandor	Daniel Vallardares
Elena Savina	Daniel Walker
Greg Scott	

38. Special Assignment – The following part-time instructors to participate in the Basic Skills Student Success Project, to be paid \$47.43 an hour, not to exceed 30 hours or \$1,423, effective January 14, 2016 through May 20, 2016, in accordance with Agreement, Article 10, Section 9(m).

Amanda Ackerman Jaclyn Joelle Adams Jay Adler **Geoffrey** Aguirre **Robin** Arehart Natasha Bauman Jason Bostick Nancilyn Burruss Erin Cole Cathleen Daniel Agnes Davies Susann DeSimone Allison DeVaney Khairunessa Dossani Jeffrey Douglas Katie Friedman Lisa Gaydosh Kathy Hall **Yvette Hawley** Jeremy Hector Greta Hendricks Susan Herdzina Elizabeth Hindman Jennifer Holt-Molina Patty Hoovler

Nida Hussain Tiffany Huynh Aura Imbarus Katrina Jalloh Susan Johnson Angie Kirk Kim Krizan Sylwia Kulczak Karen Lugo Meagan Madigan Susan Magabo Miles Magnesi **Clinton Margrave** Mora Mattern Anna Movromati Mary Ann McGuire Adam McOmber John Millea Kathleen Motoike Susan Nozaki Sumino Otsuji Megan Ozima **Danielle** Panto **Claire Phillips** Lana Philips

Robert Puglisi	DeAnnna Stansbury
Natalie Ricard	Eric Takemine
Elayne Rodriguez-Haven	Cindy Tino-Sandoval
Kim Runkle	Jennifer Triplette
Jelena Savina	Kathy Vertullo
Catherine Schaeffer	Laura Warrell
Joyce Schenk	John Wietting
Katharine Sentz	Terry Wright
Amir Sharifi	Alfred Zucker
Grace Shibata	

39. The following part-time instructors to participate in the Humanities ESL Consistency Project, professional development training workshops for the Spring 2016, to be paid \$47.43 an hour, not to exceed 8 hours or \$380 per instructor, effective January 14, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).

Jennifer Holt	Grace Shibata
Susan Nozaki	Eric Takamine
Amir Sharifi	

40. The following part-time instructors to participate in the Humanities English 82 Reading Consistency Project, professional development training workshops for the Spring 2016, to be paid \$47.43 an hour, not to exceed 8 hours or \$380 per instructor, effective January 14, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).

Robin Arehart	Sylwia Kulczak
Nancilyn Burruss	Karen Lugo
Erin Cole	Susan Magabo
Susanna Desimone	Robert Puglisi
Allison DeVaney	Natalie Ricard
Khairunessa Dossani	Elayne Rodriguez-Haven
Yvette Hawley	Catherine Schaeffer
Nida Hussain	Jennifer Tripplett
Angie Kirk	

41. The following part-time instructors to participate in the Humanities English A Consistency Project, professional development training workshops for the Spring 2016, to be paid \$47.43 an hour, not to exceed 8 hours or \$380 per instructor, effective January 14, 2016 through May 13, 2016, in accordance with Agreement, Article 10, Section 9(m).

Amanda Ackerman Jay Adler Jacylyn Joelle Adams Natasha Bauman Jason Bostick **Agnes** Davies Jeffrey Douglas Katie Friedman Lisa Gavdosh Joanne Hall Kathryn Hall Yvette Hawley Susan Herdzina Greta Hendricks Elizabeth Hindman Tiffany Huynh Aura Imbarus Katrina Jalloh Susan Johnson Angie Kirk

Kim Krizan **Clinton Margrave** Mora Mattern Anna Movromoati Adam McOmber John Millea Kathleen Motioke Megan Ozima Danielle Panto Lana Phillips **Ryan Sandowicz** Katherine Sentz Deanna Stansbury Eric Takamine Cindy Tino-Sandoval Kathy Vertullo Laura Warrell John Wietting Al Zucker

- 42. Employment Jaine Sanchez, part-time instructor of Architecture, Industry & Technology, to be paid by Davinci High School, effective January 1, 2016 through June 30, 2016.
- 43. Employment The following part-time instructors to be hired as needed for the 2016 spring semester, not to exceed 67% FTE and/or 25 hours per week cumulative employment at ECC.

Behavioral & Social Services	
Mohammed Abdelhamid	Angela Cranon-Charles
Richard Abrams	Michael Critelli
Peter Aguilera	Ismael De La O
Kresse Armour	Vincent De Setto
Jose Arrieta	Mediha Din
Joy Balemi	Kevin Dooley
Susan Baxter	Javier Espinoza Barajas
Dustin Black	Darla Fjeld
Tisa Casas	Paul Flor
Janice Chan Jefferis	Michael Fradkin
Van Chaney	Eddie Galvan
Geralin Clark	Roberto Garcia
Alecsandria Colchico	Zachary Gass

Joseph Georges Shireetha Gethers Paul Harley Katie Heaton Raul Herrera Arne Jaaska Lorrie Kato Meric Keskinel Thomas Keville Amy Marie La Coe Samuel S. Lee Marco Llaguno Brett Marschall **Roberto Montes** Farshid Moshrefi Gerardo Nebbia Hatien Nguyen Kim-Lien Nguyen Worku Nida

Business Lovell Alford Paulette Baumgardner Maureen Bernal Arnold Blanshard Jack Bliss Pebble Carballo Douglas Carnahan Loretta Daniels Edwin Dimaculangan Keith Everette Karen Green Dagmar Halamka

<u>Fine Arts</u> Alicia Agan Deborah Aitken Amy Allen Carolyn W. Almos Katie Barone Andrea Bronte Valerie Cabag Alan Chan

Kirsten Olson RobertOsterman **Edgar Pacas** Saul Panski Jalpa Parikh Allen Perlstein **Kirsten Resnick** Christine Sepulveda Monica Simon Lawrence Smith Sergio Soto William Stancil Kell Stone Karl Striepe Paul Swendson Farshid Tahernia Joan Thureson Brittany Wilson

- Paula Koch Ming Chun Lu Walker Matthews Donna Mc Govern Xavier Miranda John Mufich Jerry Muraoka Pavan Nagpal Richard Perkins Norman Riggs Robert Rooks John Slawson
- Hsin-Yi Chang Brent Crayon Anthony Cuomo Joy Curtis Urlik Robert Dalton Cheryl Dimson Richard Ewing Jacqueline Freedman

David Hale Elizabeth Hall Joseph Hardesty Gloriane Harris Avla Harrison Donald Hill Hiroko Hojo Pamela Huth Kelly Janke Angela Jordan Joseph Kabriel Max Keller Simon Kenrick Emma Kheradyar Thomas Kidd Jonathan Kleinhans Jessica Kondrath Amanda Konya Jennifer La Curan Anitra Lawson Rafael Liebich Kristi Lobitz James Mack Sheila Malone Margot Martin Julia Matthews Susanna Meiers Minodora Moldoveanu Vicki Muto Daryle Nagano Binh Ngo Dee Marie Nieto Draza O'Brien

Health Sciences & Athletics Raymund Adoc Mary Aja Brandon Alcocer Marc Alvillar Richard Anderson Ray Asaro Sivi Banks-Carson Richard Blount Annette Owens Ann Patterson **Elyse Peterson Gretchen Potts** Jerry Prell Michael Quinn Imara Quinonez Karen Roberts Carolyn Robertson Gary Robertson **Ronald Romain** Elizabeth Russell Fariba Sadeghi-Tabrizi Karen Schwenkmeyer Gerald Seminatore Katherine Sheehan **David Shepherd David Sills Chantel Solomon** Mary Speth Christine Stahl Susan Ste Marie Valerie Stern Matthew Talbott Katrina Taylor Laura Thompson Elyusha Vafaeisefat Helene Wagner Kimberly Wilkinson Juliann Wolfgram Suzanne Wong Erin Wood Lucretia Wright

Matthew Cain Kathryn Cass Salomay Corbaley Heather Cordovil Daniel Cosa Keith Crenshaw Linda Delzeit Juan Diaz

Darin Dunn Arshad Fazalbhoy Diana B. Galias Don Gereau John Hall Elizabeth Hazell Jennifer Henderson Hiroko Hojo William Hood Michael Houck Kevin Hughley Naveed Hussain Nicholas Jones Stacy Komai Monica Lizarraga Valentino Lopez Rosa Luna Pamela Michael Stan Mintz Douglas Mizukami

<u>Nursing</u> Genevive Agsalud Nina Collins Nkonya Ezeobah Kelsey Feng Karen Hellwig Yeon Kim

<u>Humanities</u> Amanda Ackerman Jaclyn Adams Arnold (Jay) Adler Rebecca Ahn Robin Arehart Maria Barrio De Mendoza Natasha Bauman Jason Bostick Nancilynn Burruss Yuxin Carcamo Zeina Chakhchir Erin Cole Yolanda Cuesta

Josephine Moore Helen Nakano Taryn Parker Kurt Peters Julie Poepoe Krysti Rosario Joel Sanchez Jennifer Sears Stephen Shaw Sean Sheil Elva Sipin Daniel Speltz Susan Stohrer Mark S. Thomas Matthew Trites Steven Van Kanegan Nick Van Lue Karen Wyatt Mits Yamashita Charleen Zartman

Elizabeth Leon Bernice Odudu Eliza Rivera-Mitu Safari Sekiyoba Clara Sic Alonzo Elizabeth Stieglitz

Cathleen Daniel Agnes Davies Nickolas de Carlo Susanna DeSimone Allison DeVaney Khairunessa Dossani Jeffrey Douglas Katie Friedman Lisa Gaydosh Kathy Hall Yvette Hawley Jeremy Hector Greta Hendricks

Susan Herdzina Irma Hernandez Elizabeth Hindman Jennifer Holt Patricia Hoovler Miriam Houssels Nida Husain Tiffany Huynh Aura Imbarus Katrina Jalloh Roberto Jimenez Susan Johnson Francesca Kemitch Angie Kirk Yuka Kitazono Garv Kohatsu Kim Krizan Mari Lopez Karen Lugo Meagan Madigan Susan Magabo **Clinton Margrave** Mora Mattern Anna Mavromati Mary Ann McGuire Adam McOmber Dorian Merina John Millea Yuki Minekawa Kathleen Motoike Susan Nozaki Cedric Oliva Sumino Otsuji Megan Ozima Industry & Technology Mark Arnold

Mark Arnold Gayle Baizer Allen Bakalyar Leonard Barela Phyllis Barthel Jonathan Benavente Timothy Branley

Danielle Panto Rossella Pescatori Jennifer Peters Claire Phillips Lana Phillips Claudia Prada **Robert Puglisi** Veronica Quezada Silvia Ribelles de la Vega Natalie Ricard Elayne Rodriguez-Haven Kim Runkle **Ryan Sandowicz** Jelena Savina **Catherine Schaeffer** Joyce Marie Schenk Katharine Sentz Amir Sharifi Grace Shibata Gary Smith DeAnna Stansbury **Christopher Stevens Eric Takamine** Kanzo Takemori Margarita Talavera-Hoferer Cindy Tino-Sandoval Jennifer Triplett Kathy Vertullo Laura Warrell Kerri Webb John Wietting Xiaowen Wu Hailiang Zhao Alfred Zucker

Charlene Brewer-Smith David Brock Michael Brownlie Roberto Medina Causey Marvin Chang Nicholas Colin Bruce Cook Michelle Cooper Victor De la Torre Robert Diaz Makisha Diggins-Davis Jennifer Doublet Joy Durand James Ellingson Stephen Ellis Rumen Eremiyski Belinda Goodwin Jill Gray Mina Greas Andrew Gulcher **Charles Hamilton** Margaret Johnson Brent Kooiman Thomas Kurth James Lemmon Richard Lopez Mary Lyons Mark Malonzo Joshua Marquez Michael Marshall **Richard Martinez** Donald Mason Dvlan Meek **Donald Meredith** Learning Resources Anita Colby John Fowler Parisa Samaie Mathematical Sciences

David Akins Edwin Ambrosio Vage Avakyan Adalinda Avila Beyenne Bayssa Alexander Bojkov Robert Caldwell Wei-Feng Chen Marilyn Cortez

Timothy Monzello Sheila Murray **Charles Owens** Annette Owens Jeffry Padin Edwin Pasache Maximeno Pena Priscilla Ratcliff Geoffrey Rizzo Andrea Roberson Ken Robinson David Rodriguez Matthew Roth Linda Schuetze Oscar Serrano John Skipper John Slawson Bruce Tran Jorge Ulloa **Daniel Valladares** Michael VanOverbeck Shirley Warren William Warren Sue Warren Frank Weeks David Winkler

Patricia Sophos Sukena Taibjee Douglas Thompson

Dimetrios Dammena Zekarias Dammena Christopher Dean Bruce Dovner Abdelwahab El-Abyad Robert Eleuteri Jacob Epstein Henri Feiner Timothy Ferguson **Charles Fogel** Manolita L. Formanes Jack Gill Astatke Gizaw Ramy Heng Laura Hinckley Antony Hoang Thu-Hang Hoang **Robert Horvath** Carrie Huang Avid Khorram Natalie Koch Matin Lackpour Juan Leon Terri Malouf Gayathri Manikandan Jose Martinez **Steve Martinez** Perry McDonnell **Emmanuel Ndoumna** Cuong Nguyen **Diem Nguyen** Esmaail Nikjeh Alice O'Leary **Miguel Ornelas** Juan Ortiz

Natural Science Cheryl Abbani Robert Altermatt Premilla Arasasingham Andrey Balakin **Jeanne Bellemin** Nicholas Bonness **Robin Bouse** Michael Brennan Kevin Coffey Rebecca Donegan **Changming Dong** Charles Drew Il Gu Han Julie Janicki Kristin D. Jones

Aida Ovanessian **Delores** Owens Ann H. Pham **Russell Reece** Matthew Robertson Malinni Roeun Tatiana Roque **Kristin Ross** Mutsuno Rvan Lernik Saakian Elizabeth Schwartz Azzam Shihabi James Stein Jr Alan Stillson Gizaw Tadele Mokonen Binyam Tesfom Jose Villalobos James Wan Leonard Wapner Christina Watson **Rich Wong** May Xu Christie Yang David Yee Ruth Zambrano Michael Zeitzew

Norm Kadomoto Melvin Kantz Wentsworth Kennedy Octavian Le Samuel Lee Laurie Len Natalia Lev Chih Min Lew Anthony Lopez Adam Majewski Staryl McCabe-Glynn Helen Motokane Adam Murdock Marie Nagaya Laura Neurauter Ilya Neyman James Osborne Sanda Oswald Leon Palmer Ansha Qian Peter Reonisto Vineeta Sachdev Asma Said Matthew Shimazu

Special Resource Center Martin Blankenship Tisa Casas Rachel Friedman Nadia Gabaldon Barbara Gomez Tiffany Green Razmic Shirvanian Donna M. Speckman Thomas Stewart Kyle Strohmaier Michel Van Biezen Mario Vargas Carla Weaver Adam Welday Dong Zhang

Bonnilee Kaufman Edward Kelly Tiffianie Lau Andy Lim Robert LoParo

Classified Personnel:

- 1. Retirement Martha Aaron, Administrative Assistant II, Range 31, Step F, Community Advancement Division, Student and Community Advancement Area, effective December 31, 2015 and that a plaque be presented for her years of service to the district since 1999.
- Retirement Arlene Bautista, Administrative Assistant II, Range 31, Step F, Campus Police Division, Administrative Services Area, effective January 30, 2016, and that a plaque be presented for her years of service to the district since 1985.
- 3. Retirement Sally Doolittle, Piano-Accompanist, Range 32, Step F, Fine Arts Division, Academic Affairs Area, effective January 30, 2016, and that a plaque be presented for her years of service to the district since 1990.
- 4. Retirement LauraLee Garinger, Senior Clerical Assistant, Range 24, Step F, Community Advancement Division, Student and Community Advancement Area, effective December 31, 2015 and that a plaque be presented for her years of service to the district since 2005.
- 5. Retirement Carol Kubota, PBX Operator/Receptionist, Range 19, Step F, Switchboard/Human Resources Division, Human Resource Area, effective December 31, 2015, and that a plaque be presented for her years of service to the district since 1986.

- 6. Retirement Laura Losorelli, Clerical Assistant, Range 22, Step F, Counseling and Student Success Division, Student and Community Advancement, effective December 31, 2015, and that a plaque be presented for her years of service to the district since 1986.
- 7. Retirement Rachelle Lunney, Senior Clerical Assistant, Range 24, Step F, Admissions & Records Division, Student and Community Advancement Area, effective December 31, 2015, and that a plaque be presented for her years of service to the district since 1990.
- 8. Resignation –Steven Muro, Library Media Technician II, Range 26, Range F, Learning Resources, Academic Affairs Area, effective January 5, 2016, plus accrued vacation.
- 9. Separation Theresa Nunez, Custodian, Range 20, Step, F, Facilities Planning and Services Division, Administrative Services Area, and that she be placed on the 39-month reemployment list, effective November 23, 2015.
- 10. Change of Assignment Brian Hayden, from Professional Development Assistant, Professional Development/Human Resources Division, Human Resources Area, to Administrative Assistant I, Outreach and School Relations, Student and Community Advancement Area, Range 28, Step C, effective January 4, 2016.
- 11. Extend Work Out of Classification James Cummins, from Staff Interpreter, Range 34, Step F, to Lead Interpreter Specialist, Range 38, Step E, Special Resource Center/Health Sciences & Athletics Division, Academic Affairs Area, effective January 1 through April 30, 2016 or until position is filled.
- 12. Promotion Steve Marselle, from Skilled Trades Assistant, Range 28, Step E, to Carpenter, Range 35, Step C, Facilities Planning and Services Division, Administrative Services Area, effective January 4, 2016.
- 13. Amend Employment Catherine Morado, Cosmetology (10 month) Assistant, Range 21, Step A, Industry & Technology Division, Academic Affairs Area, effective November 2, 2015.
- 14. Employment Carla Cain, Library Media Technician IV, Range 32, Step C, Learning Resources, Academic Affairs Area, effective January 4, 2016.
- 15. Employment Sandy Carbajal, Program Coordinator, Range 36, Step A, EOPS/CARE/CalWORKs/Student Support Services Division, Student and Community Advancement Area, effective December 1, 2015.

 Employment – Jonathan Nguyen, Senior Network Systems Administrator, Range 49, Step A, Information Technology Services Division, Administrative Services Area, effective December 1, 2015.

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, not to exceed 170 days per year, 25 total work hours per week and/or the equivalent of 67% faculty load per week, effective December 15, 2015 through June 30, 2016, unless otherwise stated, as shown in items 1- 15.

1. The following list of Temporary Non-Classified (TNC) Employees to be paid at the following rates, effective December 20, 2015 through June 30, 2016.

TNC I, RATE A (\$10.00) Sharmila Abraham Aaron Adams Ivan Alcantar Ashley Alvarez Alalim Amal Amber Beck Verna Bolton **Emily Borrelli** Sascha Bottoms George Brentner Matthew Brooks Jeffrey Brown Joseph Burton Nykisha Carreathers Jonathan Carrillo Maritza Carrillo Ryan Cleveland Pirkko De Bar Nicole Drost Earl Eastcott Karin Endo Dawn Ertl Saima Fariz **Tiffany Finau** Teresa Fobi

Louvena Ford **Keith Francis** Leilani Fuller Michelle Galaviz Delmar Garcia Indira Garcia Sean Gilmore Rose Gladson Joshua Gonzalez Lc Raymond Grays Nageena Hamraz Samantha Hanken Brandi Hardv Zenzell Harris Robert Hoeck Jennifer Holly Thuya Htoo Brittany Hubble Jonathan Imai Kristen Inouve Elizabeth Kim Beatriz Lopez Soo Lim Francisco Lopez Kimani Malik

Marcial Martinez Ana Martinez Perez **Fidela Mazariegos** Corey McKenzie Gloria Mejia Lizbeth Morales Robert Munoz Belen Nevarez Alyssa Nguyen Cree Norman Stephanie Norris **Tyrone** Oraguzie Jerome Parrott Pragneshkumar Patel Chere Price Lala Ragimov Jacqueline Raschilla Sonya Redditt Terry Reed Jr

TNC I, RATE B (\$11.00)

Alexis Alvarez Kevin Alvarez Nancy Alvarez Max Amaya-Munoz Cindy Avila Ruben Avila Stephanie Avila Amanda Baldonasa Paolo Bautista **Ronald Bermudez Perea** Jill Bryant Nuvia Carbajal **Rene** Cardenas Eduviges Caridad Jose Cholico Delmyn Conchas Rocha Jazmin Cruz-Alvarez Jazzel Deanda Steven Drost Kimberly M Eatmon **Deidra Edmonds** Saima Fariz

Maria Reina Diana Rivera **Dilian Rolins** Jacqueline Ross Diana Salama Edlyn Serrano Sonia Solis Steven Solomon Chung Hua Sun Nanci Torres Poblano Dajiana Vanderhorst **Christian Vasquez** Gail Vasquez Jacqueline Vergara Sheronn Walls Krista Whitlatch Alexander Wright Valentin Zachesov

An Felix Gil Laura Gibson Lauri Goldenhersh Amber Grace Vimesha Gunawardena Juliet Ikemefuna Veronica Ixtupe-Morales **Breonca** Johnson Ann Kim Heber Lemus Michelle Levert Neema Liggins George Malak Christopher Maldonado Luis E. Mancia Leticia Martinez Herlene Mataalii Elizabeth Matusak Fidela Mazariegos Fiaigoa Misipeka Veronica Munoz Kristina Nakao

Mairin O'Connell Michael Osborn Mabel Ota Anderson Pragneshkumar Patel Holly Peck **Ebony Perry Rogelio Ramirez** Derek Reed Linley Regalado Megan Ruane Alexandra Sandoval Alma Sandoval Noemi Santa Cruz Anita H. Schutt Aysha Shaikh Nicholas Shepetuk April Shin

TNC II, RATE A (\$12.00)

Diana Abdelmalak Akinfemi Akinwale Max Amaya-Munoz Cynthia Arias Martinez Cornelia Baik Aree Anne Kate Bernabeo Jason Carroll Kristina Christian Catherine Clarke Alexander Coca **Stephanie Dollentas** Pierre Gorordo Ashley Graham Juliet Ikemefuna **Danielle** James Karyn Kerkhoff Janay Lee

TNC II, RATE B (\$13.00)

Annette Abelin Nancy Alvarez Shalisha Barnett Toni Borden Erlene Brooks John Silva Jessica Smith Martha Solis-Cristobal Charles Spears Kiera Teague Nagisa Toyooka David Tran Matthew Trias Alexis Truiillo Cooper Truong Patricia Tyree Oscar Vicente Juarez Katie Villanueva Luis A. Villanueva Shanda Weston **Phorious Whitmore** Shoji Yamasaki

Jeffrey Miera Rossitza Mironova Areli Molina Eliana Montelongo Samantha Neal **Georgios Parapouras** Caroline Pereira Julio Ramirez Maria Ramirez Nelly Ramirez Bailon Vanessa Ruiz Mayra Sandoval **Evan Sisson** Mariko Takayama Felicia Tomiyasu Rosa Velez

Nicole Castillo Victoria Crockett Margaret Dupont Edith Edwards Adam Farris

Kimberly Garcia Brandon Gova Gillian Griffin Ashlea Hayes Aaron Havre Salvador Hernandez Joon Sung Kim Danijel Kojic Kendra Krause Mary Kretzmar Laura Lan Dena Langowski Ryan Lauzon Keith Lincoln Nancy Lopez Nelly Lynch George Malak Max McClellan Amanda Meade-Tatum Cody Morgan Jabari Nichols Kyle O'Bryan Patricia Ochoa

TNC III, RATE A (\$14.00)

Reyna Alvarado April Belle Bernabeo Freddy Carrillo Sandy Cerna Luz Cortez Jason Fournier Brett Grassl Theresa Hardin Adriana Hernandez Dan Tam Pham Huynh

TNC III, RATE B (\$15.00)

Samuel Abrams Kasey Armstrong Stephen Ayers Karin Baluyot Jayme Barr Laura Braun Christina Ortega **Daniel Outlaw Georgios Parapouras** Alin Pavlakovich Samantha Rangel Alex Rodrigues Brenda Rodriguez Scott Rosevear Paul Saldana Desmond Sanchez **Ellery Sanders** Noemi Santa Cruz Jonathan Sullivan Nicole Thompson **Bryan** Tice Joan Treat Teresa Tuegh Kevin Tuxford **Benjamin Tzeng** Lujuana Washington Shanda Weston **Branden Williams** Andrew Wu

Omar Ibarra Daniela Moreno Lopez Linda Morford Kevin Perez Juei Ming Shui Martha Solis-Cristobal Sahar Tashakor Jennifer Valle Dennis Viveros Neha Zaidi

Berenice Carrales Florencia Carrizo Pirkko De Bar Juanita Dunbar Daniel Fernandez Norman Foster Larry Harris Jennifer Jones Marleen Ledesma-Lagunas Kelli Lundin Felicia Mack Antonia Mc Kinley Jeffrey Miera Fashinu-Ron Nesbeth Samuel O'Neal Charrissa Penn Andrew Perez Rosa Perez

<u>TNC IV, RATE A (\$16.00)</u> Jovon D. Dukes Chinazaekpere Ezeani Sara Hamilton

TNC IV, RATE B (\$17.00)

Jose Bahena Andrade Mary Basile Shelly Benner Susan Benson Andrew Britton Norman Byers David Cardona Areil Carrillo Florencia Carrizo Nicole Clarke Lerhonda Coates Heather Dohy Cordovil Lauren Edwards Matthew Egan Jose Erickson **Robert Fernley** Vincent Fiamengo Kevin Frederick John Ross Gatlin Michael Grissett Darryl Guerin Jr Janina Hartwill Kaitlyn Hooper Jessica Juarez

Shanta Pittman Agnes Qatto Bessy Ivonne Rodriguez Desmond Sanchez Juei Ming Shui Shelley Anne Spearman Gannon Tanji Ariel Thomke Kevin Tuxford Katherine Umana Erika Yates Jean Yoshii

Alicia Yanez Christine Zarro

Matthew Kirk Raenae Kuaea Monica Lizarraga Jeffrey Miera Yasuto Miyawaki Ever Morataya Veronica Morgan Jessica Murphy Connie Nguyen Cree C. Norman Kevin Norrell Alec Ortiz Macielle Osterling Jesica Quezada Katelynn Rogers Farren Ronquillo Noah Rubke Shane Schumaker Erica Shaw Carol Ann Sparks Melody Stockwell Kenneth Talanoa Samuel Toebe Dainelle Vander Linden Christopher Vopinek Jared Waters

<u>TNC V, RATE A (\$18.00)</u> Marcia Armstrong Elonda Austin Sharonda Barksdale

TNC V, RATE B (\$19.00)

Robin Arehart Charlan Arnold Michael Arzate Norman Byers Beth Ceja Nancy Cisneros Travis Deck Huong My Duong Jose Erickson Don Gereau Brandon King Erika Knox Janette Kuvhenguhwa Karen Lugo Bradley Zipser

Benjamin Ceja Melinda Gumpal-Khindri

Ayla Lundin Victoria Martinez-Weitzel Lawrence Moreno Ida Nazon Sumino Otsuji Martha Quezada Hector Ruiz Gerald Schlosser Dan Speltz Sara Vasquez-Gharibeh Ryan Winkler Richard Woods Debra Zavala

Campus Police Aide Series

2. <u>Campus Police Aide III</u>

The following individual is to be responsible for non-hazardous police services to the students, staff and faculty of El Camino College and other departmental duties at a rate of \$14.00 per hour.

Alexander Perez

Instructional Aide Series

3. <u>Instructional Aide I</u>

The following individuals are to provide basic tutoring, support services, computer and equipment maintenance, and accommodations for students at the rate of \$10.00 per hour.

Danielle Reid

Jesse Mendez

4. <u>Instructional Aide VI</u>

The following individual is to provide teaching assistance, intermediate level tutoring, technical support, classroom set-up, care and repair of equipment and instruments, exhibition installation, instructional support services, and accommodations for students at the rate of \$12.25 per hour, effective 7/1/15 to 12/19/15.

Jason Fournier

Office Aide Series

5. <u>Office Aide II</u>

The following individual is to assist with appointments, and scheduling, payment processing, daily operations and maintenance such as compile, input, maintain data, payment process, customer service, and supporting the division staff as needed at the rate of \$11.50 per hour.

Alexander Coca

Program Aide Series

6. <u>Program Aide I</u>

The following individual is to assist staff with duties to support the needs of a program or specialized area at the rate of \$11.00 per hour.

Ashley Barcenas

7. <u>Program Aide IV</u>

The following individual is to provide clerical support and assist with office projects as needed for the CalWORKs program and Career Placement and Services, to be paid at the rate of \$16.00 per hour.

Berenice Carrales

Trinh Do

8. <u>Program Aide V</u>

The following individual is to perform as recruiter, coordinator, and contact for high school students, teachers, and administrators for the Career Pathways program at the rate of \$18.00 per hour.

Megan Ruane

Education Professional Series

9. <u>Education Professional I</u>

The following individual is to assist in choir rehearsal, teach sectionals as needed, work with soloists and small groups in voice technique, and maintain choir administrative records as needed at the rate of 23.00 per hour effective 10/31/15 to 6/30/16.

Hyo Nam

The following individuals are to model for the Fine Arts life drawing and painting classes at the rate of 25.00 per hour effective 10/20/15 to 6/30/16.

Karen Wright

Shoko Watanabe

10. Education Professional II

The following individual is to teach Basic, Low, or High Intermediate English as a Second Language class at the rate of \$40.00 per hour.

Barbara Polk

Program Professional Series

11. <u>Program Professional I</u>

The following individual is to assist in working with selected students to increase knowledge of college requirements, college success skills strategies, enrollment procedures and transfer information at the rate of \$27.00 per hour, effective 11/20/15 to 6/30/16.

Nicolas Bravo

The following individual is to oversee all the daily operations of the Math Study Center, and coordinate the student and casual employee work schedules and timesheets at the rate of \$30.00 per hour.

Lawrence Schreier

12. <u>Program Professional II</u>

The following individual is to conduct interviews for Student Teaching Intern positions, assist potential employees in being hired to work in the Teacher Preparation Pipeline (TTP) program, and coordinate the planning and administration of TPP workshops at the rate of \$37.00 per hour.

Denise DiPasquale

13. <u>Program Professional III</u>

The following individual is to provide subject matter expertise in the development of online entrepreneurial assessment and training programs in Restaurant and Hospitality Management at the rate of \$50.00 per hour effective.

Carolyn O'Reilly

Training Professional Series

14. Training Professional I

The following individual is to facilitate groups with youth at risk or foster youth using experiential training strategies and strength-based practices in the Foster and Kinship Care Education Program and the Model Approach to Partnerships in Parenting program at the rate of \$30.00 per hour.

Cammikie Johnson

15. <u>Training Professional II</u>

The following individuals are to facilitate groups with youth at risk or foster youth using experiential training strategies and strength-based practices in the Foster and Kinship Care Education Program and the Model Approach to Partnerships in Parenting program at the rate of \$37.00 per hour.

Gayle Gordon (eff. 7/1/15-6/30/16) Jocelyn Tucker (eff. 11/1/15-6/30/16)

C. REVISED SALARY SCHEDULES FOR TERMPORARY, NON-CLASSIFIED EMPLOYEES 2015

It is recommended that the Board approve the following modification to the "Professional Series" Salary category. The salary schedule approved at the November 16, 2015 Board meeting, inadvertently omitted the Professional V series used by El Camino College's Community Education Program.

PROFESSIONAL SERIES

Highly experienced professionals with consummate, specialized skills. Professional Certification or Bachelor's or Master's degree preferred:

Professional I - \$20.00 to \$33.00 per hour Professional II - \$34.00 to \$47.00 per hour Professional III - \$48.00 to \$61.00 per hour Professional IV - \$62.00 and up per hour **Professional V - Lump sum amount based on percentage of enrollment fees**

Agenda for the El Camino Community College District Board of Trustees From Compton Education Center Keith Curry, Provost

Page No.

A.	Compton Center Accreditation Timeline	CC 2
B.	Compton Center Vision, Mission, Strategic Initiatives	CC 4
C.	Compton Center Report	CC 5

A. COMPTON CENTER ACCREDITATION TIMELINE

It is recommended the Board of Trustees receive for information the El Camino College Compton Center Accreditation Timeline.

	<u>SELF-EVALUATION TIMELINE</u>
Mar. 2015	Accreditation 101 Workshop
Apr. 2015	Accreditation Assessment of Standards due Review Actionable Improvement Plans Meeting with ACCJC to discuss Candidacy Timeline
Aug. 2015	Professional Development FLEX Day Training
Sept. 2015	Trainings for standard teams on How to Write to the Standards Standard teams will review and discuss sub- standards and begin finding evidence to support the narrative Accreditation Training from the Commission Team meeting in Staff Lounge – September 18
Oct. 2015	Team meeting in Staff Lounge – October 16
Nov. 2015	Complete findings and evidence for Standards Team meeting in Staff Lounge – November 13
Jan. 2016	Complete descriptive narratives for all parts of each standard Team meeting in Staff Lounge – January 22
Feb. 2016	Complete Self-Evaluation section for each Standard and identify Actionable Improvement Plans (first full draft) Team meeting in Staff Lounge – February 19
Mar. 2016	Standards teams will review first draft for accuracy and provide edits finalize report Team meeting in Staff Lounge – March 11
Apr. 2016	Editors complete second draft of Self-Evaluation
May 2016	Post draft of the entire document on website Hold two accreditation forums (Compton Center & ECC)
Jun. 2016	Complete consultation process for Self-Evaluation Report

Jul. 2016	Final editing of Self-Evaluation Report
Dec. 2016	ECC Board approves Self-Evaluation Report
Jan. 2017	Self-Evaluation Report copied and bound Mail Self-Evaluation Report to ACCJC
Mar. 2017	Visit from the Commission

B. COMPTON CENTER VISION, MISSION AND STRATEGIC INITIATIVES

As part of the Self Evaluation process, a document outlining the Vision, Mission and Strategic Initiatives for a future, fully-accredited college must be developed by the ECC Compton Center via the consultative process.

It is recommended that the Board of Trustees receive for first reading the Vision, Mission, and Strategic Initiatives for the El Camino College Compton Center and the future Compton College for 2017-2022.

<u>Vision</u>

Compton College will be the leading institution of student learning and success in higher education.

Mission Statement

Compton College is a welcoming environment where the diversity of our students is supported to pursue and attain academic and professional excellence. Compton College promotes solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for transfer, completion and lifelong learning.

Institutional Effectiveness Outcomes

Institutional Effectiveness involves the College's efforts toward continuous improvement in institutional quality, student success, and fulfillment of the Mission. The College's integrated assessment, evaluation, and planning processes are put into practice with the ultimate outcome of greater Institutional Effectiveness—more students from our diverse communities will attain educational success and achieve their academic goals.

The following outcomes will be used to measure progress on student achievement and improvements in institutional effectiveness at Compton College:

- 1. Student Readiness Rate
- 2. Successful Course Completion Rate
- 3. Remedial English Completion Rate
- 4. Remedial Math Completion Rate
- 5. Three-Term Persistence Rate
- 6. 30-Units Achievement Rate
- 7. Completion Rate
- 8. Transfer Rate
- 9. Degrees and Certificates awarded
- 10. Number of Transfers

Improvement goals were developed through consultation from the 2015-2016 through the 2019-2020 academic year, with annual progress compared with a baseline year. Institutional effectiveness outcomes will be monitored annually for progress on each goal. In addition, an overriding priority is to reduce existing differences in achievement by demographic characteristics across all measures.

Strategic Initiatives

In order to fulfill the mission and make progress toward the vision, Compton Center and the future Compton College will focus on the following strategic initiatives. Strategic Initiatives represent the areas of focused improvement. Objectives are College-wide plans to make progress on each initiative. Measures assess the progress during the period of the Strategic Plan (2017-2018 to 2021-2022).

<u>GOAL 1:</u>	Improve recruitment, enrollment, retention, and completion rates for our students.
Objective 1.	Tailor degree and certificate programs to meet the needs of our students.
Objective 2.	Educate students about pathways to graduation.
Objective 3.	Enhance student preparation for academic success and completion.
Objective 4.	Provide a student-centered environment that leads to student success.
<u>GOAL 2:</u>	Support the success of all students to meet their education and career goals.
GOAL 2: Objective 1.	
	goals. Attract and retain traditional students, and focus on retaining non-

- **<u>GOAL 3:</u>** Support the success of students through the use of technology.
 - Objective 1. Implement an early alert program to identify and notify students of support services and programs in a timely manner.
 - Objective 2. Provide robust distance education course and service offerings.
 - Objective 3. Enhance technology for teaching and learning through professional development.
- **<u>GOAL 4:</u>** Offer excellent programs that lead to degrees and certificates in Allied Health and Technical fields.
 - Objective 1. Increase the number of degrees and certificates awarded in the Allied Health and Technical fields.
 - Objective 2. Implement a plan to target outreach of working professionals in Healthcare and Advanced Manufacturing.
 - Objective 3. Create collaborative partnerships with industry leaders in the Allied Health and Technical fields.
- <u>GOAL 5:</u> Establish partnerships in the community and with the K-12 schools.
 Objective 1. Establish faculty to faculty partnerships with K-12 feeder schools to better align curriculum between the two segments, and to improve student preparation.
 Objective 2. Continue to develop more Career and Technical Education programs that meet the needs of the community
 Objective 3. Strengthen the broader needs of the community served by Compton Community College District.

C. COMPTON CENTER REPORT

It is recommended the Board of Trustees receive for information the El Camino College Compton Center Report for the month of December 2015.

- 1. Molina Medical Management: Since October 2015, we have been working with Molina Medical Management on the Joint Occupancy Space Agreement for the Health Center. We anticipate the Compton District reviewing this agreement at a Special Board meeting in early January 2016. In addition, we anticipate the Partnership Agreement for providing Health Care Services will be placed on the El Camino College Board of Trustees Agenda for consideration at the January 2016 board meeting.
- 2. Partnership with Operation HOPE: The Compton Center will be partnering with Operation HOPE to offer HOPE Inside services to the Compton Center students. Beginning January 1, 2016, through this partnership the Compton Center Financial Aid Department will provide financial literacy and planning services to Compton Center students. HOPE Inside is an innovative and cost-

efficient strategy which will bring financial empowerment and awareness services to the Compton Center. For more information on Operation HOPE, please visit <u>www.operationhope.org</u>.

3. Allied Health Building Grand Opening: The grand opening for this \$12.9 million project is scheduled for Tuesday, January 26, 2016 at 3:00 p.m. Parking will be available in Lot F. Formal invitations will be sent to the Board of Trustees in early January 2016.

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

Page No.

A.	Travel	P/B 2
B.	2016 Board of Trustee Goals and Evaluation	P/B 2
C.	2014 Board of Trustee Goals (Reference Document)	P/B 3

A. TRAVEL

It is recommended that the Board approve the following travel, with no loss of salary, transportation and necessary expenses paid:

 Trustees Kenneth Brown, <u>*Numark</u> and John Vargas, Community College League of California – Effective Trusteeship Workshop and Annual Legislative Conference, Sacramento, CA, January 29 – February 1, 2016.

B. 2016 BOARD OF TRUSTEE GOALS AND EVALUATION

It is recommended that the Board review and adopt the following goals for 2016:

Board Duties & Responsibilities (BP 2200):

The Board is committed to fulfilling its responsibilities to:

- 1. Represent the public interest.
- 2. Establish policies for current and long-range academic and facilities plans and programs that are consistent with the institutional mission and promote orderly growth and development of the College.
- 3. Hire and evaluate the Superintendent/President.
- 4. Delegate power and authority to the Superintendent/President to effectively manage the District.
- 5. Assure fiscal health and stability.
- 6. Monitor institutional performance and educational quality.
- 7. Advocate for the District.
- 8. Board members will participate in appropriate professional development <u>activities</u> and best practices educational trainings, as recommended by the Accrediting <u>Commission for Community and Junior Colleges (ACCJC) in an effort to</u> <u>strengthen overall individual Board performance</u>.
- 9. <u>Board members will utilize the California Community College League's</u> <u>"Excellence in Trusteeship Program" which provides measurable professional</u> <u>development and training in best practices opportunities as recommended by the</u> <u>ACCJC.</u>
- 10. Board members will complete required training as mandated:
 - a. Ethics, per AB 1234
 - b. <u>Sexual Harassment</u>

*Change made during Board meeting.

2016 Board of Trustee Goals to Support College Initiatives

- I. College response to Accreditation findings and recommendations:
 - a. Review and discuss findings and recommendations from the ACCJC January 2016 meeting and follow-up team report.
 - b. Review annual report on Actionable Improvement Plans (from Accreditation Self-Evaluation).
- II. Implementation of Plans for Institutional Improvement:
 - a. Review and discuss progress on the implementation of College plans and priorities, such as the Strategic Plan, Master Plan, Enrollment Management Plan, Student Success & Support Program (SSSP) Plan, and Student Equity Plan.
 - b. Review and discuss Institutional Effectiveness Outcomes.
 - c. Liaise frequently and responsibly with District communities.
- III. Development of new Superintendent/President
 - a. <u>The Board of Trustees will establish a formalized process to be utilized for</u> <u>all future Superintendent/President searches.</u>

C. 2014 BOARD OF TRUSTEE GOALS (REFERENCE DOCUMENT)

The 2014 Board of Trustee Goals are presented as a reference document.

- I. Participate in community activities and events and bring observations to the Board for policy issues
 - a. Attend events in the community.
 - b. Speak to community groups.
 - c. Make Board presentations.
 - d. Bring copies of community events and activities to other Board members.
 - e. Schedule an event/ meeting at Compton Center.
 - f. Adopt a process to ensure Board representation at significant College events.
- II. Participate in the operation of the College at Board Meetings
 - a. Speak freely and openly on policy issues.
 - b. Solicit opinions of fellow Board members.
 - c. Present ideas during discussion section of Board Meetings.
 - d. Will only attempt to influence and take action at formal meetings.
- III. Continue a Trustee education program
 - a. Attend a conference on Trustee responsibilities.
 - b. Submit materials from various sources to fellow Trustees.
 - c. Read Trustee education materials sent by various organizations.

- d. Develop a formalized College Student Trustee Orientation.
- IV. Support the Current Facilities Master Plan
 - a. Monitor and approve 2002 and 2012 Measure E Fiscal updates.
 - b. Continue construction program.
 - c. Review construction program activities.
 - d. Determine the most effective process for community and Board oversight of 2012 Measure E.
- V. Fiscal Responsibilities
 - a. Monitor current Budget.
 - b. Study, review and approve the 2015-2016 Budget.
 - c. Study, review and approve the 2013-2015 annual financial audit.
 - d. Study and respond to national, state and local fiscal changes.
 - e. Assure the financial stability of the District by maintaining adequate reserves and developing a plan for funding all future liabilities.
- VI. Accreditation
 - a. Receive, review and participate in El Camino College's Accreditation reports and actions.
 - b. Continue to monitor Student Learning Outcomes update.
 - c. Support the College's 2014 Self Evaluation Report process.
 - d. Consider initiating eligibility for the Compton Center.
- VII. Support Student Access and Success
 - a. Actively support El Camino College Foundation activities.
 - b. Develop community involvement in the Foundation.
 - c. Support the establishment of student achievement goals that encourage graduation, transfer and certificate completion.
 - d. Support student programs and services that expedite achievement and success.
 - e. Investigate methods of connecting students to employers.
- VIII. Required Board Training
 - a. Ethics, per AB 1234.
 - b. Sexual Harassment.
- IX. Improve communication with all constituent groups and District Employees
 - a. Solicit broader involvement in Board evaluations from community members.

Non-Consent Agenda

Page No.

A.	Bond Issuance Resolution #12-14-2015A	.NC	2
B.	Bond Refunding Resolution #12-14-2015B	.NC 3	31

A. BOND ISSUANCE RESOLUTION #12-14-2015A

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 2012), Series 2016A. Resolution posted on web:

http://www.elcamino.edu/administration/board/agendas/2015/District%20Authorizing %20Resolution%2012-14-2015A.pdf

EL CAMINO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. <u>12-14-2015A</u>

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) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2016A, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election (the "Bond Election") was held in the El Camino Community College District (the "District"), Los Angeles County (the "County"), State of California on November 6, 2012 and thereafter canvassed pursuant to law;

WHEREAS, at the Bond Election there was submitted to and approved by the requisite fifty-five percent or more vote 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 not-to-exceed \$350,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to issue the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$100,000,000, and to be styled as "El Camino Community College District (Los Angeles County, California) Election of 2012 General Obligation Bonds, Series 2016A" (the "Bonds");

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

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein); **WHEREAS,** this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; 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. <u>Authorization for Issuance of the Bonds</u>. To raise money for the purposes authorized by the voters of the District at the Bond Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designations if more than one Series is issued, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth therein, and shall be in an aggregate principal amount not-to-exceed \$100,000,000.

SECTION 2. <u>Paying Agent</u>. This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. 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 which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code. The Treasurer is authorized to contract with any third party to perform the services of Paying Agent hereunder.

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

SECTION 4. <u>Approval of Purchase Contract</u>. The form of a contract for purchase and sale of the Bonds (the "Purchase Contract") by and between the District and RBC Capital Markets, LLC, as representative on behalf of itself and Piper Jaffray & Co., as underwriters (the "Underwriters"), substantially in the form on file with the Clerk of or Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract; provided, however, (i) that the maximum interest rates on the Bonds

shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount and reimbursable expenses of the Underwriters, shall not exceed 0.5% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$100,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, excluding compensation to the Underwriters, will equal approximately 0.4% of the principal amount of the Bonds.

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

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

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

(c) **"Bond Payment Date"** means, as applicable (and unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2016 with respect to interest on the Bonds, and the stated maturity dates thereof with respect to payments of principal of the Bonds.

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

(e) **"Code"** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **"Continuing Disclosure Certificate"** means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) "**Current Interest Bonds**" means bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

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

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

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

"Fair Market Value" means the price at which a willing buyer would (k) 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.

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

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

(n) **"Long Current Interest Bonds"** means Bonds that mature later than 30 years from the date of issuance thereof.

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

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

(q) **"Non-AMT Bonds"** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and

not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

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

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

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

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

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

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

(u) **"Paying Agent"** means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds. The Treasurer is hereby authorized to contract with a third party for the provision of Paying Agent services hereunder.

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

(w) "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.

(x) "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.

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

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

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

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

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

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

(ee) **"Transfer Amount"** means, for purposes of exchanging Outstanding Bonds pursuant to Section 8 hereof, the principal amount thereof.

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

SECTION 6. <u>Terms of the Bonds</u>.

(a) <u>Denomination, Interest, Dated Dates and Terms</u>. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds shall bear interest at a rate or rates not in excess of that authorized at the Election. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of DTC.

Each Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond

Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its 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 12, 30-day months.

(b) <u>Redemption</u>.

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

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

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

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

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

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for

redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

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

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

(d) Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

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

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof 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, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) <u>Partial Redemption of Bonds</u>. 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.

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

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

(vi) <u>Bonds No Longer Outstanding</u>. 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 irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon 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.

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.

(c) <u>Book-Entry System</u>.

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

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the

District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of, premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

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

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

4. <u>Transfer of Bonds to Substitute Depository</u>.

(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 principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

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

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

SECTION 8. <u>Paying Agent; Transfer and Exchange</u>. So long as any of the 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 Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and 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 Bond may be transferred on the Bond Register only upon presentation and surrender of the 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 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.

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

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. 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 to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such Bond Register or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paving Agent as of the Record Date. The principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The principal of, premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. <u>Forms of Bonds</u>. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

SECTION 11. <u>Delivery of Bonds</u>. 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 Election of 2012 General Obligation Bonds, Series 2016A 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 authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts 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 net 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 Election of 2012 General Obligation Bonds, Series 2016A Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts if the Bonds are issued in more than one Series. 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 the principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments. If, at the time of issuance, the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Code's "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) <u>Covenant Regarding Investment of Proceeds</u>.

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

(B) <u>Recordkeeping and Monitoring Relating to Building Fund</u>.

i. <u>Information Regarding Permitted Investments</u>. 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. <u>Information in Qualified Non-AMT Mutual Funds</u>. 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. <u>Monthly Investment Fund Statements</u>. 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. <u>Retention of Records</u>. 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)(i) 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) <u>Interest Earned on Permitted Investments</u>. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

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

SECTION 13. <u>Rebate Fund</u>. 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 Election of 2012 General Obligation Bonds, Series 2016A Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax (b) 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 (11/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

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

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

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

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

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

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

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

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

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

The Bonds shall, pursuant to Government Code Section 53515, be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment of the Bonds.

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

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

SECTION 18. <u>Insurance</u>. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of and interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register for the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent or the Bonds maintained by the Paying Agent or the Bonds maintained by the Paying Agent of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register 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. <u>Defeasance</u>. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) <u>Cash</u>: 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 thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) <u>Government Obligations</u>: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an

independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

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

For purposes of this Section, Government Obligations shall mean:

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

SECTION 20. <u>Nonliability of County</u>. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, 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 full faith and credit of the County, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. <u>Reimbursement of County Costs</u>. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

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

all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 23. <u>Other Actions</u>. (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, as the representative on behalf of itself and Piper Jaffray & Co., as Underwriters, Caldwell Flores Winters, Inc., as Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds, as shall be further evidenced by a certificate of the District substantially certifying to such useful life.

(d) 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 24. <u>Resolution to County Treasurer and Tax Collector</u>. The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and Tax Collector immediately following its adoption.

SECTION 25. <u>Continuing Disclosure</u>. 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 as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of Preliminary Official Statement on file with the Clerk of or Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Underwriters and the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder 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 26. <u>Effective Date</u>. This Resolution shall take effect immediately upon its passage.

SECTION 27. <u>Further Actions Authorized</u>. 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.

Board of Trustees Agenda - December 14, 2015

[REMAINDER OF PAGE LEFT BLANK]

SECTION 28. <u>Recitals</u>. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 14th day of December, 2015, by the following vote:

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

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

SECRETARY'S CERTIFICATE

I, Dr. Thomas M. 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 December 14, 2015, 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: December ____, 2015

Secretary to the Board of Trustees of the El Camino Community College District

EXHIBIT A

FORM OF BONDS

REGISTERED NO.

REGISTERED \$

EL CAMINO COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES 2016A

INTEREST RATE:	MATURITY DATE:	DATED AS OF:	<u>CUSIP</u>
% per annum	August 1, 20	, 2016	
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 August 1, 2016. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2016, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially 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 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 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.

Board of Trustees Non Consent Agenda - December 14, 2015

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 (as defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$350,000,000 and the resolution of the Board of Trustees of the District adopted on December 14, 2015 (the "Bond Resolution"). This Bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This Bond and the issue of which this Bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The Bonds of this issue comprise \$_____ principal amount of current interest bonds, of which this bond is a part (each a "Bond").

This Bond is exchangeable and transferable for a Bond of like series, 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, 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 to (a) issue or transfer any Bond during a period beginning with the opening of business on the 16th 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) transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20___ are not subject to redemption. The Bonds maturing on or after August 1, 20___ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Term 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, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Term Bonds to be so redeemed, the dates therefor and the final principal payment date are as indicated in the following table:

Board of Trustees Non Consent Agenda - December 14, 2015

Redemption Date (August 1)

Principal Amount

In the event that a portion of the Term Bonds maturing on August 1, 20___ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed.

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

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

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

EL CAMINO COMMUNITY COLLEGE DISTRICT

By: <u>(Facsimile Signature)</u> President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature) [Secretary to/Clerk of] 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 _____, 2016.

By: U.S. BANK NATIONAL ASSOCIATION, as agent of the Treasurer and Tax Collector of Los Angeles County, as Paying 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/Clerk of] the Board of Trustees

(Form of Legal Opinion)

Board of Trustees Non Consent Agenda - December 14, 2015

B. BOND REFUNDING RESOLUTION #12-14-2015B

It is recommended the Board of Trustees approve the resolution authorizing the issuance of El Camino Community College District (Los Angeles County, California) 2016 General Obligation Refunding Bonds. Resolution posted on web:

http://www.elcamino.edu/administration/board/agendas/2015/District%20Authorizing%20Resolution%2012-14-2015B.pdf

EL CAMINO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. <u>12-14-2015B</u>

RESOLUTION AUTHORIZING THE ISSUANCE OF EL CAMINO COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2016 GENERAL OBLIGATION REFUNDING BONDS

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

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

WHEREAS, pursuant to the Authorization, the Board of Trustees of the District (the "Board") previously caused the issuance of several series of bonds, including \$63,700,000 of El Camino Community College District, Los Angeles County, California, General Obligation Bonds, Election of 2002, Series 2003A (the "2002 Series 2003A Bonds") and \$150,000,000 of El Camino Community College District, Los Angeles County, California, General Obligation Bonds, Election of 2002, Series 2006B (the "2002 Series 2006B Bonds");

WHEREAS, pursuant to pursuant to Section 53550 *et seq.* of the California Government Code (the "Act"), this Board previously refunded a portion of the then-outstanding 2002 Series 2003A Bonds through the issuance of \$40,252,334.95 of El Camino Community College District (Los Angeles County, California) 2005 General Obligation Refunding Bonds (the "2005 Refunding Bonds," and together with the 2002 Series 2006B Bonds, the "Prior Bonds");

WHEREAS, this Board desires to authorize the issuance of general obligation refunding bonds (the "Refunding Bonds") pursuant to the Act, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein) to refund all or a portion of the currently outstanding Prior Bonds (so refunded, the "Refunded Bonds");

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

WHEREAS, at this time the 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 1. <u>Purpose</u>. To refund all or a portion of the currently outstanding principal amount of the Prior Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Refunding Bonds pursuant to the Act in an aggregate principal amount not-to-exceed \$98,000,000, in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, to be styled as the "El Camino Community College District (Los Angeles County, California) 2016 General Obligation Refunding Bonds," with appropriate additional Series designations if more than one Series of Refunding Bonds are issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

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

SECTION 3. <u>Terms and Conditions of Sale</u>. The Refunding Bonds are hereby authorized to be sold at a negotiated sale, upon the direction of the Superintendent/President or the Vice President of Administrative Services of the District, or such other officer or employee of the District as may be designated by the Superintendent/President or the Vice President of Administrative Services for such purposes (collectively, the "Authorized Officers"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. <u>Purchase Contract</u>. The form of Purchase Contract by and between the District and RBC Capital Markets, LLC, as representative on behalf of itself and Piper Jaffray & Co., as the underwriters (the "Underwriters"), substantially in the form on file with the Clerk of or Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; <u>provided</u>, <u>however</u>, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the aggregate underwriting discount for all Series of Refunding Bonds, excluding original issue discount, shall not exceed 0.50% 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 \$98,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. <u>Certain Definitions</u>. 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) "Act" means Sections 53550 *et seq.* of the California Government Code.

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

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

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

(e) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2016 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2016 with respect to the principal payments on the Refunding Bonds.

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

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

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

(i) **"Current Interest Bonds"** means Refunding Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Refunding Bond and maturing in the years and in the amounts set forth in the Purchase Contract.

(j) **"Date of Delivery"** means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

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

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

(m) **"Escrow Agent"** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(n) **"Escrow Agreement"** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(o) **"Federal Securities"** means securities as permitted, in accordance with the respective Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

(p) **"Holder"** or **"Owner"** means the registered owner of a Refunding Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(q) **"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.

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

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

(u) **"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:

(a) Refunding Bonds canceled at or prior to such date;

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

(c) 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

(v) **"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.

(w) "Paying Agent" means initially the Treasurer, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond

registrar for the Refunding Bonds. The Treasurer is authorized to contract with a third party for the provision of Paying Agent services hereunder.

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

(y) **"Record Date"** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

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

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

(bb) **"Taxable Bonds" means any Refunding Bonds not issued as Tax-Exempt Bonds.**

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

(dd) **"Term Bonds"** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

(ee) **"Transfer Amount"** means, with respect to Outstanding Refunding Bonds, the principal amount thereof.

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

SECTION 6. <u>Terms of the Refunding Bonds</u>.

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

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

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

(b) <u>Redemption</u>.

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

(b) <u>Mandatory Redemption</u>. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(c) <u>Selection of Refunding Bonds for Redemption</u>. 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 if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; <u>provided</u>, <u>however</u>, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

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

(d) <u>Redemption Notice</u>. When redemption is authorized pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and

payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

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

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

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

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

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

(4) The Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent to the effect that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon. (e) <u>Partial Redemption of Refunding Bonds</u>. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

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

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

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

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

(c) <u>Book-Entry System</u>.

(a) <u>Election of Book-Entry System</u>. 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).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or

obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in bookentry Refunding Bonds to be prepaid in the event the District redeems such Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on book-entry Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of and premium, if any, and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on book-entry Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on book-entry Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on book-entry Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

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

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

names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

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

(4) <u>Transfer of Refunding Bonds to Substitute Depository.</u>

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

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

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

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

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

(C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any

Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

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

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

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

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

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond, the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

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

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

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

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

SECTION 10. <u>Form of Refunding Bonds</u>. The Refunding Bonds shall be in substantially the form attached as Exhibit 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, or to correct or cure any defect, inconsistency, ambiguity or omission therein.

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

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

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "El Camino Community College District, 2016 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County, and may contain subaccounts if the Refunding Bonds are sold in more than one Series. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the 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

Board of Trustees Non Consent Agenda - December 14, 2015

Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District.

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

SECTION 13. <u>Rebate Fund</u>.

(a) <u>General</u>. If necessary, there shall be created and established a special fund designated the "El Camino Community College District 2016 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").

(b) <u>Deposits</u>.

(a) 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.

(b) 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.

(c) 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 148(f)(4)(D) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent ($1\frac{1}{2}$ %) penalty in lieu of

arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

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

(d) <u>Withdrawal for Payment of Rebate</u>. 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,

(a) 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

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

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

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

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

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

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

SECTION 14. <u>Security for the Refunding Bonds</u>. Except as provided in the Act, there shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount

sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District and 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. Pursuant to Government Code Sections 5450 and 5451, moneys on deposit in the Debt Service Fund are hereby pledged to the payment of the Refunding Bonds. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14 and Section 53559 of the Act.

The Refunding Bonds shall, pursuant to Government Code Section 53515, be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment of the Refunding Bonds.

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

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

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

SECTION 17. <u>Official Statement</u>. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Clerk of or 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 Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer executing such final Official Statement shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any

final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. <u>Insurance</u>. 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 of past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

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

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

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

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

For purposes of this Section, "Government Obligations" shall mean:

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

SECTION 20. <u>Other Actions, Determinations and Approvals.</u>

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

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

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

(d) The Board hereby appoints U.S. Bank National Association as Escrow Agent for the Refunding Bonds and approves the form of the Escrow Agreement substantially in the form on file with the Clerk of or Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

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

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract and the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code. All or a portion of the Refunding Bonds may further be issued on a forward delivery basis, pursuant to a Purchase Contract with such changes therein and modifications thereto necessary to effectuate such forward delivery as the Authorized Officer executing the same shall approve.

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

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

sufficient to pay all such principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds.

SECTION 23. <u>Continuing Disclosure</u>. 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 as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Certificate appended to the Preliminary Official Statement on file with the Clerk of or Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Refunding Bonds.

SECTION 24. <u>Further Actions Authorized</u>. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

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

SECTION 26. <u>Effective Date</u>. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 14th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees El Camino Community College District

Attest:

Secretary to the Board of Trustees El Camino Community College District

SECRETARY'S CERTIFICATE

I, Dr. Thomas M. 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 the District duly and legally held at the regular meeting place thereof on December 14, 2015, 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: December ____, 2015

Secretary to the Board of Trustees El Camino Community College District

EXHIBIT A

(Form of Refunding Bond)

REGISTERED NO.

REGISTERED

EL CAMINO COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2016 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE:	MATURITY DATE:	DATED AS OF:	CUSIP
% per annum	August 1, 20	, 2016	

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 August 1, 2016. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2016, 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 principal corporate trust office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's outstanding bonded indebtedness, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on December 14, 2015 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds

of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$_____ Principal Amount of current interest bonds, of which this bond is a part (each a "Refunding Bond").

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

Neither the District nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th 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) 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. The Refunding Bonds maturing on or after August 1, 20___ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Term 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, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Refunding Term Bonds to be so redeemed, the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Date	
(August 1)	Principal Amount

In the event that a portion of the Refunding Term Bonds maturing on August 1, 20____ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Refunding Term Bonds optionally redeemed.

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

thereof to be redeemed shall be called by the Paying Agent in any order of maturity as directed by the District or, if the Paying Agent is not so directed, in the inverse order of maturity.

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the 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 to/Clerk of] the Board of the District, all as of the date stated above.

EL CAMINO COMMUNITY COLLEGE DISTRICT

By: <u>(Facsimile Signature)</u> President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature) [Secretary to/Clerk of] 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 ______, 2016.

By: U.S. BANK NATIONAL ASSOCIATION, as agent of the Treasurer and Tax Collector of Los Angeles County, as Paying Agent

By:_____

Authorized Representative

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

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

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

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

LEGAL OPINION

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

By: <u>(Facsimile Signature)</u> [Secretary to/Clerk of] the Board of Trustees

(Form of Legal Opinion)