



Board of Trustees

Los Angeles Community College District
770 Wilshire Blvd., Los Angeles, CA 90017 (213) 891-2000

AGENDA

ORDER OF BUSINESS – REGULAR MEETING

Wednesday, September 6, 2017

First Public Session 2:00 p.m. – 4:45 p.m.

Closed Session 5:00 p.m. – 7:00 p.m.

Second Public Session

(Immediately Following Closed Session)

**East Los Angeles College
Student Campus Center (F5) – Multipurpose Room 201, 2nd Floor
1301 Avenida Cesar Chavez
Monterey Park, CA 91754**

- I. Roll Call **(2:00 p.m.) Location: Student Campus Center (F5) – Multipurpose Room 201, 2nd Floor**
- II. Flag Salute
- III. Welcome Remarks by Marvin R. Martinez, President, East Los Angeles College
- IV. Approval of Minutes – None
- V. Reports from Representatives of Employee Organizations at the Resource Table
- VI. Announcements from the College Presidents
- VII. Public Agenda Requests
 - A. Oral Presentations
 - B. Proposed Actions
- VIII. Requests to Address the Board of Trustees – Multiple Agenda Matters
- IX. Reports and Recommendations from the Board
 - A. Reports of Standing and Special Committees
 - B. Proposed Actions
 - BT1. Resolution – District Classified Employees Retirement
 - BT2. Board Travel Authorizations
 - BT3. Adopt a Resolution Initiating a Motion to Sanction Trustee Scott J. Svonkin
 - BT3A. Response to Com. No. BT3 (“Adopt a Resolution Initiating a Motion to Sanction Trustee Scott J. Svonkin”)
 - BT4. Student Board Member Absence
 - BT5. Resolution – In Support of the Los Angeles Performance Partnership Pilot (LAP3) 2017-2020 Strategic Plan Serving

- BT6. Resolution – In Support of Assembly House Resolution 57 and Condemnation of White Supremacy
- BT7. Approve Resolution – Hispanic Heritage Month September 15 – October 15, 2017

X. Report from the Chancellor

- Report from the Chancellor regarding activities or pending issues in the District

XI. Consent Calendar

Matters Requiring a Majority Vote

- BF1. Resolution Authorizing Issuance of 2016 Election General Obligation Bonds, Series A, and Actions Related Thereto
- BF2. Resolution Authorizing Issuance of 2008 Election General Obligation Bonds, Series J, and Actions Related Thereto
- BSD1. Ratify Business Services Actions
- BSD2. Approve Business Services Actions
- FPD1. Approve Facilities Planning and Development Report
- FPD2. Authorize Joint Occupancy Lease Agreement with Pacific Dining Food Service Management for Food Services, (Including Mobile Food Operations) and Vending Machine Facilities
- HRD1. Personnel Services Routine Actions
- HRD2. Authorize Executive Employment Actions
- ISD1. Approve New Educational Courses and Programs
- ISD2. Approve New Community Services Offerings
- PC1. Personnel Commission Actions
 - Correspondence

XII. Recommendations from the Chancellor

- Public Hearing to Adopt 2017-2018 Final Budget

- BF3 Adopt 2017-2018 Final Budget
- CH1. Revise Board Rule Chapter VI, Article II. ET. SEQ.
- CH2. Revise Board Rule Chapter VI, Article VII, ET. SEQ.
- CH3. Approve Accreditation Follow-Up Reports (9 Colleges)

Matters Requiring a Super Majority Vote

- BSD3. Adopt Resolution Authorizing Lease Agreement

XIII. Notice Reports and Informatives - None

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

- XV. Requests to Address the Board of Trustees Regarding Closed Session Agenda Matters
- XVI. Recess to Closed Session in accordance with The Ralph M. Brown Act, Government Code sections 54950 et seq., and the Education Code to discuss the matters on the posted Closed Session agenda pursuant to Government Code section 54954.5 (Refer to Attachment "A" for Closed Session agenda).
Location: Student Center (F5), Conference Room 219, 2nd Floor
- XVII. Reconvene Regular Meeting **Location: Student Center (F5), Conference Room 219, 2nd Floor**
- XVIII. Roll Call
- XIX. Report of Actions Taken in Closed Session – September 6, 2017
- XX. Consent Calendar
Matters Requiring a Majority Vote
HRD3. Approve Disciplinary Action for Classified Permanent Employees
- XXI. Adjournment

Next Regularly Scheduled Board Committee Meetings

**Wednesday, September 20, 2017
Educational Services Center
770 Wilshire Blvd.
Los Angeles, CA 90017**

**Institutional Effectiveness and Student Success Committee
10:30 p.m. – 1:15 p.m.**

**Facilities Master Planning & Oversight Committee
1:30 p.m. – 2:45 p.m.**

**Legislative & Public Affairs Committee Meeting
3:00 p.m. – 4:15 p.m.**

**Budget & Finance Committee
4:30 p.m. – 5:45 p.m.**

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

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

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



Board of Trustees

LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard, Los Angeles, CA 90017 213/891-2000

AGENDA

ATTACHMENT A

CLOSED SESSION

Wednesday, September 6, 2017

East Los Angeles College
1301 Avenida Cesar Chavez
Monterey Park, CA 91754

- I. **Public Employee Evaluation**
(pursuant to Government Code section 54957)
 - A. College Presidents
 - B. Executive Staff

- II. **Conference with Labor Negotiator**
(pursuant to Government Code section 54957.6)
 - A. District Negotiators: Albert Román

Employee Units: All Units
All Unrepresented Employees

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

- IV. **Conference with Legal Counsel - Existing Litigation**
(pursuant to Government Code section 54956.9(d)(1))
 - A. *Jazmyne Goodwin v. Igor Daza and LACCD*
 - B. *Charles Guerra, et al. v. LACCD*
 - C. *National Sign & Marketing Corp. v. LACCD*
 - D. *FTR International v. LACCD*
 - E. *Karcher Interior Systems, Inc. v. Action Sheet Metals, Inc., et al.*
 - F. *Stacy Allen v. LACCD*

- V. Conference with Legal Counsel - Anticipated Litigation**
(pursuant to Government Code section 54956.9(d)(2) and (e)(1))
 - A. Potential litigation – 3 matters

- VI. Conference with Legal Counsel - Anticipated Litigation**
(pursuant to Government Code section 54956.9(d)(4))
 - A. Potential litigation – 3 matters

- VII. Conference with Legal Counsel - Anticipated Litigation**
(pursuant to Government Code section 54956.9(d)(2) and (e)(2))
 - A. Construction claim on the Los Angeles Mission College Media Arts Project

 - B. Construction claim on the Los Angeles City College Parking Structure and Athletics Field Project



Board of Trustees

Los Angeles Community College District

ACTION

Com.No. BT1

Division

BOARD OF TRUSTEES

Date: September 6, 2017

SUBJECT: RESOLUTION – DISTRICT CLASSIFIED EMPLOYEES RETIREMENT

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

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

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

Sydney K. Kamlager, President
Board of Trustees

David Iwata, Chair
Personnel Commission

SUMMARY OF RETIRED CLASSIFIED EMPLOYEES

<u>Last Name</u>	<u>First Name</u>	<u>Job Classification</u>	<u>Years Of Service</u>	<u>Location</u>	<u>Retirement Date</u>
Aubuchon	Philippe	Performing Arts Technician	12	Pierce	7/14/2017
Rita	Shemwell	Online Technical Support Assistant	9	West	7/01/2017

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
Student Trustee Advisory Vote	



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BT2

Division

Board of Trustees

Date: September 6, 2017

Subject: **BOARD TRAVEL AUTHORIZATIONS**

A. Authorize payment of necessary expenses for Andra Hoffman, member of this Board of Trustees, to attend the California Community College Trustees (CCCT) Joint Meeting of the CCCT and CEO Board of January 27, 2018 and the Annual Legislative Conference of January 28-29, 2018 (Sacramento); the CCCT Board meetings of March 16-17, 2018 (Sacramento); Annual Trustees Conference of May 4-6, 2018 and Annual Trustees Business meeting of May 6, 2018; (Valencia); the CCCT Board meetings of June 22-23, 2018 (Sacramento); the CCCT Board meetings of September 21-22, 2018 (Sacramento); the Joint Meeting of the CCCT and CEO Board of November 15, 2018; and, the Community College League of California (CCLC) Annual Convention of November 15-17, 2018 (Rancho Mirage).

Background: Funding will be from the 2017-2018 and 2018-2019 Board Travel accounts.

B. Authorize payment of necessary expenses for Andra Hoffman, member of this Board of Trustees, to attend the California Community College Trustees (CCCT) Board of Governors meetings of November 13-14, 2017 (Sacramento); March 19-20, 2018 (Sacramento); May 14-15, 2018 (Sacramento); and July 16, 2018 (Sacramento).

Background: The districts are responsible for costs associated with the Board of Governors meetings. Funding will be from the 2017-2018 and 2018-2019 Board Travel accounts.

C. Authorize payment of necessary expenses for Gabriel Buelna, member of this Board of Trustees, to attend the Hispanic Association of Colleges & Universities (HACU) 31st Annual Conference entitled "*Championing Hispanic Education Success: Driving America's Prosperity*" and the HACU Trustees' Forum to be held on October 28-31, 2017 in San Diego, California.

Background: Funding will be from the 2017-2018 Board Travel accounts.

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BT3

Division

Board of Trustees

Date: September 6, 2017

Subject: **ADOPT A RESOLUTION INITIATING A MOTION TO SANCTION TRUSTEE SCOTT J. SVONKIN**

Adopt Resolution initiating Motion to Sanction Trustee Scott J. Svonkin in accordance with Board Rules 2300.10 and 2300.11. See attached Resolution.

Background: As set forth by Board Rule 2300.11 a board member may be sanctioned for violation of District rules and regulations, including but not limited to the Statement of Ethics and the Standards of Conduct on Campus articulated in Chapter 9 of the Board Rules.

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

RESOLUTION – INITIATING A MOTION TO SANCTION AGAINST TRUSTEE, SCOTT J. SVONKIN

The following resolution is presented by Board Member Hoffman:

WHEREAS, The Board of Trustees of the Los Angeles Community College District consists of seven members elected at large and one Student Representative selected by the associated student organizations. In the performance of their governance responsibilities, individual members of the Board shall adhere to the following principles: trustworthiness, honesty, reliability, loyalty and respect, responsibility, fairness, caring, citizenship and integrity; and

WHEREAS, The Board of Trustees will adhere to a "Statement of Ethical Values" included herein:

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

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

- Honesty: I will be sincere, truthful, and straightforward.
- Reliability: I will keep my promises.
- Loyalty: I will promote and protect the interests of the District and its colleges

Respect. As a Trustee I will treat others with respect, even in disagreement, and do my best to earn the respect of others. Being respectful requires civility and courtesy, as well as tolerance for legitimate differences and a willingness to acknowledge that reasonable people can respectfully hold divergent views.

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

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

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

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

Integrity. As a Trustee, I will conform to the provisions of the Education Code as they relate to the award of contracts and employment. I will be consistent in decision-making and behavior and base decisions on a core set of values.

WHEREAS, Trustee Scott J. Svonkin on March 8, 2017 at a closed session meeting at West Los Angeles College yelled at me in a threatening manner claiming I was staring at him and if I did not stop I would be dismissed from the room if I continued; and

WHEREAS, Trustee Scott J. Svonkin threatened me after I made comments related to a board resolution during a public board meeting on June 7, 2017 where his behavior frightened and intimidated me when he physically came close to me, raised his voice and shook his finger at me; and

WHEREAS, Trustee Scott J. Svonkin approached me at my seat on the dais on a break during the public board meeting on June 7, 2017 where he again stood over me and began verbally harassing and threatening me by stating that I just made the biggest mistake of my political career and he would make sure that I will never be elected to public office again; and

WHEREAS, Trustee Scott J. Svonkin engaged in such intimidating behavior in front of Chancellor Francisco Rodriguez this caused the Chancellor to remind Trustee Svonkin that we were in public and cease his behavior; and

WHEREAS, Trustee Scott J. Svonkin has threatened to call "every union" and tell "everyone" that supported me that I voted against the bond and they should never support me for public office again; and

WHEREAS, Beginning from the period of November 3, 2015 to the present, Trustee Scott J. Svonkin, has had a pattern of harassment including a history of voice mails and text messages, which I have saved and submit as evidence of his contempt, anger, hatred, and disdain toward me as he continually reminds me that I did not vote for him for Board President; and

WHEREAS, I have observed in many circumstances his abusive conduct and dismissive behavior towards women on this board and in this district, including students who have come before the board to speak, and I feel extremely uncomfortable in his presence and he makes me afraid to perform my duties as an elected official and a member of the board of trustees for the Los Angeles Community College District for fear that he will attack me or use intimidation tactics to silence my opinion, vote, and/or voice; and

WHEREAS, Trustee Scott J. Svonkin does not consistently exhibit respect, responsibility, fairness, caring, citizenship or integrity; and

WHEREAS, Trustee Scott J. Svonkin does not adhere to the Statement of Ethical Values or the Ethical Code of Conduct, and because of his aggressive and threatening behavior towards me personally, I am very afraid; and

WHEREAS, Trustee Scott J. Svonkin violated the *Statement of Ethical Values* identified in Board Rule 2300.10 in threatening and disrespecting me and ignoring the requirements of civility and courtesy by the value of "Respect" in the Statement of Ethical Values as set forth as the following:

"As a trustee I will treat others with respect, even in disagreement, and do my best to earn the respect of others. Being respectful requires civility and courtesy, as well as tolerance for legitimate differences and a willingness to acknowledge that reasonable people can respectfully hold divergent views"; and

WHEREAS, Trustee Scott J. Svonkin violated the *Standards of Conduct on Campus* by exhibiting threatening behavior defined by Board Rule 9803.24 which states:

"A direct or implied expression of intent to inflict physical, mental or emotional harm and/or actions, such as stalking, which a reasonable person would perceive as a threat to personal safety or property. Threats may include verbal statement, written statements, telephone threats or physical threats"; now, therefore, be it

RESOLVED, That the Board of Trustees hereby adopts a motion to initiate sanctions against Trustee Scott J. Svonkin in accordance with the provisions of Board Rules, Chapter II, Article III, Section 2300.11.



Board of Trustees

Los Angeles Community College District

RESPONSE

Com. No. BT3A

Division: Board of Trustees

Date: September 6, 2017

Subject: **RESPONSE TO COM. NO. BT3 ("ADOPT A RESOLUTION INITIATING A MOTION TO SANCTION TRUSTEE SCOTT J. SVONKIN")**

The following response is presented by Trustee Svonkin:

This is nothing short of a negative and politically charged smear attack, the likes of which reminds me of what we see from Donald Trump on a near daily basis.

We, here at this body, the governing institution for the most dynamic and respected community college district in the nation, can, should and ought to do better.

Do we, on this Board, have our differences? You bet.

And you know what, good debate, dialogue and discourse is a healthy thing for any governing body. Pure, relentless and unyielding consensus will never produce the best results for the taxpayers and the students that we serve.

We've seen that throughout our nation's history -- from the halls of Congress to our State Capitol to the LACCD. It is great debate, passion, and competing conversations about ideas that is what often delivers the very best legislation and thus policies for the people who we all serve.

One very important thing you need to know is while I might not always be the most eloquent or artful speaker, know that my heart, my passion, my high-energy and the values that inspired me to run for this office, are what drive me every day. It is unrelenting zeal and a boundless commitment to protecting taxpayers and our students.

It's why I am vigorously fighting corruption anywhere it lies, and that includes politicians who work in the shadows in order to advance the interests of corrupt entities that exploit and price gauge our taxpayers and students.

These are the reasons why I simply won't stand for this deceitful and malicious political retribution by my colleague.

Chancellor and
Secretary of the Board of Trustees

By: _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamiager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. BT3A

Division

Board of Trustees

Date: September 6, 2017

The fact is, for me, there is no gray area. There is only black and white when it comes to the issues of corruption, transparency and good government.

So as the board debated and will debate these issues publicly the issue of the bidding process and the hiring of a project management firm for the new LACCD bond, a bond campaign that I strongly endorsed and pushed for, including the bond monitor, and which my colleague, Andra Hoffman, repeatedly refused to support, I had a very strong opinion about the undertaking.

It's why as Board President, I helped form the Facilities Committee and an ad hoc to monitor the process and made sure they reviewed the timeline for the procurement and process in public, we should debate about who ought to oversee the bond projects. Knowing full well what it's like to have to grapple with and reform a corrupt bond project in the past, from day one of this process, I've been determined to ensure such wrongdoing and exploitation of our taxpayers and students never happens again.

As such, when my colleague, Andra Hoffman, who again, failed to endorse and push for the bond measure and bond monitor, refuses to set the highest standards for the program and only work with firms that hire executives that have zero history of fraud or improper activities, I was, am and continue to be shocked by her egregious hypocrisy.

Not only did she neglect to back the bond effort in the first place, but the resolute nature surrounding Andra Hoffman's advocacy for firms that have engaged in publicly reported inappropriate activities raised serious questions for me.

Regardless, there was a debate about the issue.

Clearly, Ms. Hoffman does not share my values and has not gone on record publicly that we will not hire a corporation with a past track record of greed and corruption. And I, as a warrior for taxpayers and as a fierce advocate for our students, debated back.

But let me tell you -- these baseless, unfounded and unjust claims of this conversation being anything else than a political debate, are nothing more than a fallacy and a cheap and desperate attempt to attack my character for political gain. It's just plain wrong -- and our taxpayers and students deserve better.

I'm not saying that I'm not sometimes both vigorous and very passionate about these issues. I recognize and admit that. But, what I am saying is that making something out of nothing -- a simple political debate like this -- is both disingenuous and deplorable.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BT4

Division

Board of Trustees

Date: September 6, 2017

Subject:

STUDENT BOARD MEMBER ABSENCE

That the Board of Trustees of the Los Angeles Community College District hereby compensates Student Trustee Christopher Martinez for the Special Board meeting of September 9, 2017 despite his absence pursuant to Board Rule 2104.14 Absence-Hardship.

Background: Student Trustee Martinez's presence will not be required for the Special Board meeting of Saturday, September 9, 2017.

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **BT5**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

Subject: **RESOLUTION – IN SUPPORT OF THE LOS ANGELES PERFORMANCE PARTNERSHIP PILOT (LAP3) 2017-2020 STRATEGIC PLAN**

The following resolution is presented by Board Members Fong and Kamlager-Dove:

Whereas, In Fall 2015, the White House announced that Los Angeles was selected as one of nine communities to participate in the first round of the Interagency Performance Partnership Pilots for Disconnected Youth initiative (P3); and

Whereas, The region’s LAP3 initiative is a collaboration of public and private agencies who have developed a strategic plan to reduce the population of disconnected youth in the Los Angeles Basin; and

Whereas, The LAP3 is a leading effort by the City of Los Angeles, the County of Los Angeles, Los Angeles Unified School District, Los Angeles Community College District, the five local California State Universities (CSU5), Los Angeles Area Chamber of Commerce, Los Angeles Housing Service Agency, and over 50 public, philanthropic and community-based organizations to improve the service delivery system for this disconnected young adult population to improve their educational, workforce, housing and social well-being outcomes; and

Whereas, The Regional Challenge is that nearly one out of six young people, ages 18-24, in the City and County of Los Angeles are out of school and out of work; and

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **BT5**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

Whereas, This statistic translates into over 170,000 young people in the County, of which 66,400 live in the City of Los Angeles, who will face future economic challenges unless they are reconnected to educational and employment opportunities; and

Whereas, Every young adult deserves the opportunity to fulfill their hopes and aspirations to graduate from high school, receive post-secondary training, find employment, afford safe and secure housing, and receive health and mental health services; and

Whereas, LAP3's Strategic Plan lays out a systemic change effort to build a better system of care that will reduce the number of disconnected youth in the Los Angeles Basin; and

Whereas, For young adults who dropped out of high school, the LAP3 initiative plan provides a second chance for young adults to access education and employment as well as provides entry into employment and training for those not in the workforce; and

Whereas, The plan covers strategies to access housing, health, and social resources and services and lays out the following priorities:

- Aligning and coordinating with public and private agencies
- Increasing capacity and sustainability of the regional Workforce Development System
- Championing policy and systems change
- Developing programs and policies that empower youth to be self-sufficient and resilient; and

Whereas, LAP3's strategic plan will strengthen the ability for the City, County, school districts, higher education institutions, employers, and community based partners to work together, share resources, and develop an operational plan to enable thousands of young people to not only realize a better future for themselves, but also our collective future as a region; and

Board of Trustees

Los Angeles Community College District

Com. No. **BT5**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

Whereas, The adoption of LAP3's Strategic Plan would support the advancement of Los Angeles Community College District mission, with an explicit focus on disconnected youth, to provide our students with an excellent education that prepares them to transfer to four-year institutions, successfully complete workforce development programs designed to meet local and statewide needs, and pursue opportunities for lifelong learning and civic engagement; now, therefore, be it

Resolved, LACCD Board of Trustees supports the LAP3's Strategic Plan; and, be it further

Resolved, That LACCD will join the Los Angeles City Council, Los Angeles Board of Supervisors, Los Angeles Unified School Board and CSU5 as supporters and serve as an integral partner in the implementation one of the most ambitious, comprehensive, and far-reaching models in the country to integrate the delivery of education, workforce and social services to disconnected youth.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **BT6**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

Subject: **RESOLUTION – IN SUPPORT OF ASSEMBLY HOUSE RESOLUTION 57 AND CONDEMNATION OF WHITE SUPREMACY**

The following resolution is presented by Board Members Buelna, Fong, and Hoffman:

WHEREAS, On August 12, 2017, white supremacists marched with Confederate flags and swastikas, chanted anti-Semitic and hateful messages, brandished weapons and torches, and assembled unlawfully to protest the removal of a Confederate statue in Charlottesville, Virginia; and

WHEREAS, Counter-protesters gathered to object to the so-called "Unite the Right" rally, and to stand up for diversity and the inclusive values of this country; and

WHEREAS, James Alex Fields slammed his car into a crowd of counter-protesters, killing 32-year-old Heather Heyer and injuring at least 19 others; and

WHEREAS, A police helicopter monitoring the protest also crashed, resulting in the deaths of Lieutenant H. Jay Cullen III and Trooper-Pilot Berke M. M. Bates; and

WHEREAS, The hate and violence in Charlottesville was celebrated on Nazi Web sites and social media accounts for the world to see; and

Chancellor and Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **BT6**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

- WHEREAS, President of the United States Donald Trump failed in his initial response to admonish or name the neo-Nazis, Ku Klux Klan, and white supremacists. Instead, he said that there was blame on "many sides"; and President Trump gave moral equivalency to the white supremacists who descended on Charlottesville with an intent to commit violence, with counter-protesters defending the values of the United States; and
- WHEREAS, President Trump said that there were "very fine" people among those who carried Nazi and Confederate flags, chanted anti-Semitic and racist messages, and marched proudly alongside white-robed Klansmen, white supremacist Richard Spencer, and former Imperial Wizard of the Ku Klux Klan David Duke; and
- WHEREAS, President Trump expressed skepticism that the murder of Heather Heyer and the injury of 19 people by James Alex Fields was an act of domestic terrorism; and has not offered reassurances to the millions of Americans of color whose lives are under constant threat by white supremacists; and President Trump showed a complete lack of understanding about the racially motivated and unjust history of the Confederate movement by comparing Robert E. Lee to George Washington; and
- WHEREAS, President Trump expressed sadness over the removal of "beautiful statues and monuments" that honor the Confederates who were willing to fight their own country to maintain slavery and their racist institutions; and
- WHEREAS, President Trump sanctioned white supremacy and hatred across this country by failing to condemn these acts of violence and racism, and emboldened these groups into further action; and
- WHEREAS, Dozens more protests and rallies are now planned for cities across the United States with similar messages and goals, and that are likely to end in more violence; and

Board of Trustees

Los Angeles Community College District

Com. No. **BT6**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

- WHEREAS, There can be absolutely no tolerance for white supremacy, racism, and bigotry in the United States of America; and
- WHEREAS, The people of the United States of America look to their President for moral leadership in a nation where all people are Created equal, and President Trump has proven that he is unfit to be a moral leader; and
- WHEREAS, The United States of America, is a civilized nation of people and rejects the politics of division and isolation that fan anger and hate toward any group or individual; and
- WHEREAS, House Resolution 57 was introduced by Assembly Member Tony Thurman on August 23, 2017 to recognize the value of the diversity of our state and vehemently object to the threat that white supremacy poses to the residents of California; and
- WHEREAS, The Los Angeles Community College District strives to be an inclusive community that champions diversity, embraces its immigrant community, respects sexual and gender identity, makes room for all faiths, pursues equity, and rejects hatred, violence, and terrorism; and
- WHEREAS, Disagreements can occur respectfully without resorting to, or threatening, violence, and without defacing or destroying property;
- WHEREAS, The idea that one group or individual is supreme over another is not only wrong — it is ethically, morally and criminally reprehensible; now therefore, bit
- RESOLVED That the Los Angeles Community College District shall denounce the actions and words brought forth by our current President Donald Trump and will not support any policies or actions that promote discrimination; now be it further

Board of Trustees

Los Angeles Community College District

Com. No. **BT6**

Division: **BOARD OF TRUSTEES**

Date: September 6, 2017

RESOLVED

That the Los Angeles Community College District supports California Assembly House Resolution 57 and Congress' efforts to censure President Donald Trump, calls upon President Donald Trump to publicly apologize to all Americans for his racist and bigoted behavior, and calls upon all other bodies to ask the same of Congress and the President.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BT7

Division

Board of Trustees

Date: September 6, 2017

Subject: **APPROVE RESOLUTION – HISPANIC HERITAGE MONTH SEPTEMBER 15 – OCTOBER 15, 2017**

The following resolution is presented by Board Members Svonkin and Moreno:

WHEREAS, In 1968, Congress authorized President Lyndon B. Johnson to proclaim a week in September as National Hispanic Heritage Week and in 1988, this celebration was expanded to National Hispanic Heritage Month from September 15 to October 15 of each year; and

WHEREAS, During this time, America celebrates the culture and traditions of United States residents who trace their roots to Spain, Mexico, and the Spanish-speaking nations in Central America, South America, and the Caribbean; and

WHEREAS, The founding origins of the city of Los Angeles are Latino and we take this opportunity to recognize the contributions of Latino-Americans for helping shape our national character and strengthen our communities for a better tomorrow; and

WHEREAS, Latinos continue to be the largest and fastest growing group, comprising 58 percent of the total student population (Fall 2016) as compared with Los Angeles County which is 48 percent Latino; and

WHEREAS, Latinos comprise 53 percent of the 18-34 year-old age group in Los Angeles County; and

WHEREAS, The Los Angeles Community College District (LACCD) Latino workforce continues to grow but, overall, it still lacks parity within the total District workforce; and

WHEREAS, The LACCD family is encouraged to become enriched by the contributions and achievements of the many cultures that foster the pride of the Latino community; and

WHEREAS, Understanding, tolerance, and acceptance of the diverse populations living in our communities is especially critical in these days; now, therefore, be it

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. BT7	Division	Board of Trustees	Date: September 6, 2017
--------------	----------	-------------------	-------------------------

RESOLVED, That the Board of Trustees of the Los Angeles Community College District does hereby proclaim September 15 – October 15, 2017 as Hispanic Heritage Month in honor of the diverse cultures that comprise the Latino communities of the greater Los Angeles area and specifically the Los Angeles Community College District; and be it further

RESOLVED, That the Board of Trustees of the Los Angeles Community College District does hereby encourage faculty during this month to integrate and share the contributions of Latinos with their students, via their curriculum, to further enlighten the students to be well-informed individuals.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BF1


Division: BUSINESS AND FINANCE

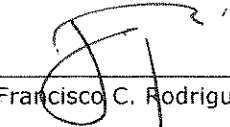
Date: September 6, 2017

Subject: **RESOLUTION AUTHORIZING ISSUANCE OF 2016 ELECTION GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO**

Adopt attached Resolution dated September 6, 2017 (hereto attached and identified as Attachments 1 the first a resolution authorizing the issuance of 2016 Election General Obligation Bonds, Series A and actions related thereto.

Background: An election was held in the District on November 8, 2016 at which the voters approved the issuance of \$3,300,000,000 of general obligation bonds ("Measure CC"). The District now desires to issue the first series of bonds under Measure CC, in a principal amount not-to-exceed \$100,000,000.

Recommended by: 
Robert B. Miller, Vice Chancellor

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF LOS ANGELES COMMUNITY COLLEGE DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) 2016 ELECTION GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Los Angeles Community College District (the “District”), Los Angeles County (the “County”), State of California, on November 8, 2016 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question (“Measure CC”) as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$3,300,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

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 Measure CC, in an aggregate principal amount not-to-exceed \$100,000,000 and styled as “Los Angeles Community College District (Los Angeles County, California) 2016 Election General Obligation Bonds, Series A” (the “Bonds”), with such additional designations if the Bonds are sold in more than one Series, as further described herein;

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

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

WHEREAS, prior to the issuance of the Bonds the District desires to incur certain capital expenditures (the “Expenditures”) from available moneys of the District;

WHEREAS, the Board has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the District for the Expenditures from the proceeds of the Bonds;

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

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

WHEREAS, the District is duly authorized under existing laws and has been funding the acquisition of various enterprise software systems, including the purchase of Oracle/PeopleSoft Campus Solutions for the purpose of upgrading the District's student information system ("Software Projects"); and

WHEREAS, the District intends to use proceeds from the issuance of bonds under Measure CC, including the Bonds, to acquire and install the Software Projects;

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

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designations, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board hereby authorizes the use of proceeds from the issuance and sale of bonds under Measure CC, including the Bonds, for the acquisition and installation of the Software Projects, and the ordering of the improvements to the Software Projects. The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$100,000,000.

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

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

SECTION 4. Approval of Purchase Contract. The Board directs the preparation of the Purchase Contract by and between the District and the Underwriters, subject to the limitations that (i) the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.50% 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. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters, will equal approximately 0.75% of the principal amount of the Bonds.

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

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

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

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on February 1, 2018 with respect to interest on the Bonds, and August 1 of each year, commencing August 1, 2018, with respect to payments of principal of the Bonds.

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

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

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

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

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

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

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

(k) **“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.

(l) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(m) **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than 30 years from their Date of Delivery.

(n) **“Moody’s”** means Moody’s Investors Service, Inc., 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.

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

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

(q) **“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.

(r) **“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.

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

(t) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, (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, and (v) State and Local Government Series Securities.

(u) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

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

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

(x) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

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

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

(aa) **“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.

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

(cc) **“Transfer Amount”** means, with respect to any Outstanding Bond, the principal amount.

(dd) **“Treasurer”** means the Treasurer and Tax Collector of the County.

(ee) **“Underwriters”** means the underwriters of the Bonds that shall be named in the Purchase Contract.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both principal and interest, in denominations of

\$5,000 principal amount or any integral multiple thereof. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of DTC.

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

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.

(b) Redemption.

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

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

(iii) Redemption Notice. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall

further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

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

1. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.
2. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.
3. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.
4. Such Redemption Notice shall be given such other persons as may be required pursuant to the Continuing Disclosure Agreement.

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

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

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

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

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

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

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

(c) Book-Entry System.

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

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry

Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

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

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

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including 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) Transfer of Bonds to Substitute Depository.

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

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

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

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

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

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

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

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary 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. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

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

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying

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

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

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

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

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the 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 to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before 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. Forms of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds

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

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Los Angeles Community College District 2016 Election General Obligation Bonds, Series A Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. To the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds.

The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Los Angeles Community College District 2016 Election General Obligation Bonds, Series A 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. To the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds. Interest earnings on monies held in Building Fund shall be retained therein. Interest earnings on monies held in the Debt Service Fund shall be retained therein. Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued shall, upon written notice from the District, be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. 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 District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

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

(a) The District shall create and establish a special fund designated the “Los Angeles Community College District 2016 Election General Obligation Bonds, Series A Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b)

equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

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

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

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

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

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

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

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

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

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* 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 use for the payment of the principal of and interest on the Bonds when and as the falls due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14. Pursuant to Section 53515 of the Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

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 California Education Code Section 15234.

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

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

SECTION 17. Official Statement. A Preliminary Official Statement relating to the Bonds is hereby authorized to be prepared. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to

execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriters are directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

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

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

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

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District 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 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, 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), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and

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

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

SECTION 21. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 23. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

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

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

SECTION 24. Resolution to County Treasurer-Tax Collector. The Secretary of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 25. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Agreement with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Agreement shall not result in acceleration of the Bonds.

SECTION 26. Reimbursement. (a) The District hereby states its intention and reasonably expects to reimburse itself from proceeds of the Bonds for the costs of acquiring, constructing, reconstructing and/or equipping District sites and facilities as provided in Measure CC (the "Project"), including the Software Project costs incurred prior to the issuance of the Bonds.

(b) The reasonably expects that the maximum principal amount of the Bonds is \$100,000,000.

(c) This resolution is being adopted not later than 60 days after the payment of the original Expenditures (the "Expenditures Dates or Dates").

(d) The District will make a reimbursement allocation, which is a written allocation that evidences the District's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. If both the District and a licensed architect or engineer certify that at least 5 years is necessary to complete construction of the Project, the maximum reimbursement period is changed from 3 years to 5 years.

(e) Each Expenditure will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the District so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the District.

(f) This resolution is consistent with the budgetary and financial circumstances of the District, as of the date hereof. No moneys from sources other than the Bonds are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the District (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board is not aware of the previous adoption of official intents by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

(g) This resolution is adopted as official action of the District in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of District expenditures incurred prior to the date of issue of the Bonds.

(h) The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Bonds, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Bonds, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Bonds that finances the Project for which the preliminary expenditures were incurred.

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

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

[REMAINDER OF PAGE LEFT BLANK]

SECTION 29. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 6th day of September 2017, by the following vote:

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

President of the Board of Trustees
Los Angeles Community College District

ATTEST:

Secretary of the Board of Trustees
Los Angeles Community College District

SECRETARY'S CERTIFICATE

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

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on September 6, 2017, 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: September ___, 2017

Chancellor and Secretary of the Board of Trustees of
the Los Angeles Community College District

EXHIBIT A
FORM OF BONDS

**REGISTERED
NO.**

**REGISTERED
\$**

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2016 ELECTION GENERAL OBLIGATION BONDS, SERIES A**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 20__	<u>CUSIP</u>
--	--	------------------------------------	--------------

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Los Angeles Community College District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on February 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2018, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A, as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal corporate trust office of the Paying Agent. Interest is payable by wire transfer to the bank and account number on file with the Paying Agent as of the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 8, 2016 (the "Election"), upon the question of issuing bonds in the amount of \$3,300,000,000 and the resolution of the Board of Trustees of the District adopted on September 6, 2017 (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. Pursuant to California Government Code Section 535515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* taxes.

Pursuant to California Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$_____ principal amount of current interest bonds, of which this bond is a part (collectively, the "Bonds").

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

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

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

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

Redemption Dates

Principal Amounts

TOTAL

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

COUNTERSIGNED:

(Facsimile Signature)
Secretary 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 _____, 20__.

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

Authorized Officer

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 of the Board of Trustees



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BF2

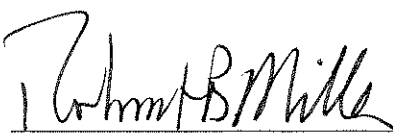
Division: BUSINESS AND FINANCE

Date: September 6, 2017

Subject: **RESOLUTION AUTHORIZING ISSUANCE OF 2008 ELECTION GENERAL OBLIGATION BONDS, SERIES J, AND ACTIONS RELATED THERETO**

Adopt attached Resolution dated September 6, 2017 (hereto attached and identified as Attachments 1 a resolution authorizing the issuance of 2008 Election General Obligation Bonds, Series J and actions related thereto.

Background: An election was held in the District on November 4, 2008 at which the voters approved the issuance of \$3,500,000,000 of general obligation bonds (the "2008 Authorization"). The District has previously issued nine series of bonds under the 2008 Authorization, totaling \$2,525,000,000. The District now desires to issue an additional series of bonds under the 2008 Authorization, in a principal amount not-to-exceed \$300,000,000 (the "Bonds"), for the purpose of financing voter-approved projects.

Recommended by: 
Robert B. Miller, Vice Chancellor

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____ Moreno _____
Fong _____ Svonkin _____
Hoffman _____ Veres _____
Kamlager _____ Martinez _____
Student Trustee Advisory Vote

RESOLUTION NO. _____

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

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

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

WHEREAS, on April 1, 2009, the District caused the issuance of the first series of bonds pursuant to Measure J, in the aggregate principal amount of \$350,000,000 and styled as "Los Angeles Community College District (County of Los Angeles, California) General Obligation Bonds, 2008 Election, 2009 Series A" (the "Series A Bonds");

WHEREAS, concurrently with the issuance of the Series A Bonds, the District caused the issuance of an additional series of bonds pursuant to Measure J, in the aggregate principal amount of \$75,000,000 and styled as "Los Angeles Community College District (County of Los Angeles, California) General Obligation Bonds, 2008 Election, 2009 Taxable Series B";

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

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

WHEREAS, concurrently with the issuance of the Series C Bonds, the District caused the issuance of an additional series of bonds pursuant to Measure J, in the aggregate principal amount of \$125,000,000 and styled as "Los Angeles Community College District (Los Angeles County, California) General Obligation Bonds, 2008 Election, 2010 Taxable Series D";

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

WHEREAS, on January 8, 2015, the District caused the issuance of an additional series of bonds pursuant to Measure J, in the aggregate principal amount of \$300,000,000 and styled as “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series G (Tax-Exempt)” (the “Series G Bonds”);

WHEREAS, concurrently with the Series G Bonds, the District caused the issuance of an additional series of bonds pursuant to Measure J in the aggregate principal amount of \$50,000,000 and styled as “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series H (Federally Taxable)”;

WHEREAS, on July 27, 2016, the District caused the issuance of an additional series of bonds pursuant to Measure J in the aggregate principal amount of \$300,000,000 and styled as “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series I”;

WHEREAS, at this time this Board of Trustees (the “Board”) has determined that it is necessary and desirable to issue an additional series of bonds under Measure J, in an aggregate principal amount not-to-exceed \$300,000,000 and styled as “Los Angeles Community College District (Los Angeles County, California) 2008 Election General Obligation Bonds, Series J” (the “Bonds”), with such additional designations if the Bonds are sold in more than one Series, as further described herein;

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

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

WHEREAS, prior to the issuance of the Bonds the District desires to incur certain capital expenditures (the “Expenditures”) from available moneys of the District;

WHEREAS, the Board has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the District for the Expenditures from the proceeds of the Bonds;

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

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

WHEREAS, the District is duly authorized under existing laws and has been funding the acquisition of various enterprise software systems including the purchase of Oracle/PeopleSoft Campus Solutions for the purpose of upgrading the District’s student information system (“Software Projects”); and

WHEREAS, pursuant to past Board approvals, the District has used the proceeds from the issuance of bonds under Measure J for the Software Projects, and intends to continue to use additional proceeds from such bond issuances, including the Bonds, to acquire and install the Software Projects;

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

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designations, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board hereby ratifies the prior use proceeds from the issuance of bonds under Measure J for the Software Projects, and authorizes the use of proceeds from the issuance of bonds under Measure J, including the Bonds, for the acquisition and installation of the Software Projects, and the ordering of the improvements to the Software Projects. The Board further orders the Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$300,000,000.

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

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

SECTION 4. Approval of Purchase Contract. The Board directs the preparation of the Purchase Contract by and between the District and the Underwriters, subject to the limitations that (i) the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.50% 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 \$300,000,000. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters, will equal approximately 1.0% of the principal amount of the Bonds.

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

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

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

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on February 1, 2018 with respect to interest on the Bonds, and August 1 of each year, commencing August 1, 2018, with respect to payments of principal of the Bonds.

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

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

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

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

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

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

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

(k) **“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.

(l) **“Information Services”** means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(m) **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than 30 years from their Date of Delivery.

(n) **“Moody’s”** means Moody’s Investors Service, Inc. 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.

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

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

(q) **“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.

(r) **“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.

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

(t) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, (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, and (v) State and Local Government Series Securities.

(u) **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

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

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

(x) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

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

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

(aa) **“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.

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

(cc) **“Transfer Amount”** means, with respect to any Outstanding Bond, the principal amount.

(dd) **“Treasurer”** means the Treasurer and Tax Collector of the County.

(ee) **“Underwriters”** means the underwriters of the Bonds that shall be named in the Purchase Contract.

SECTION 6. Terms of the Bonds.

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

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

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.

(b) Redemption.

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

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

(iii) Redemption Notice. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the principal

amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

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

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

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

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

4. Such Redemption Notice shall be given such other persons as may be required pursuant to the Continuing Disclosure Agreement.

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

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

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

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

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

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

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

(c) Book-Entry System.

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

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry

Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

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

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

(3) Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including 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) Transfer of Bonds to Substitute Depository.

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

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

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

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

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

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

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

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary 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. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

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

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying

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

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

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

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

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the 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 to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before 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. Forms of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds

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

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Los Angeles Community College District 2008 Election General Obligation Bonds, Series J Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. To the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds.

The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Los Angeles Community College District 2008 Election General Obligation Bonds, Series J 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. To the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds. Interest earnings on monies held in Building Fund shall be retained therein. Interest earnings on monies held in the Debt Service Fund shall be retained therein. Any excess proceeds of the Bonds on deposit in the Building Fund not needed for the authorized purposes set forth herein for which the Bonds are being issued shall, upon written notice from the District, be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such principal amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal

amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Subject to federal tax restrictions, all funds held by the County hereunder shall be invested in Permitted Investments pursuant to law and the investment policy of the County. 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 District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund. Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

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

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

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

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

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

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

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

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

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

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

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

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* 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 use for the payment of the principal of and interest on the Bonds when and as the falls due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14. Pursuant to Section 53515 of the Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

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 California Education Code Section 15234.

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

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

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

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

as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

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

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

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District 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 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, 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), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection

with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 22. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 23. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

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

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

SECTION 24. Resolution to County Treasurer-Tax Collector. The Secretary of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 25. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Agreement with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Agreement shall not result in acceleration of the Bonds.

SECTION 26. Reimbursement. (a) The District hereby states its intention and reasonably expects to reimburse itself from the proceeds of the Bonds for the costs of acquiring, constructing, reconstructing and/or equipping District sites and facilities as provided in Measure J (the “Project”), including the Software Project costs incurred prior to the issuance of the Bonds.

(b) The reasonably expects that the maximum principal amount of the Bonds is \$300,000,000.

(c) This resolution is being adopted not later than 60 days after the payment of the original Expenditures (the “Expenditures Dates or Dates”).

(d) The District will make a reimbursement allocation, which is a written allocation that evidences the District’s use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. If both the District and a licensed architect or engineer certify that at least 5 years is necessary to complete construction of the Project, the maximum reimbursement period is changed from 3 years to 5 years.

(e) Each Expenditure will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the District so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the District.

(f) This resolution is consistent with the budgetary and financial circumstances of the District, as of the date hereof. No moneys from sources other than the Bonds are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the District (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board is not aware of the previous adoption of official intents by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

(g) This resolution is adopted as official action of the District in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of District expenditures incurred prior to the date of issue of the Bonds.

(h) The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Bonds, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Bonds, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Bonds that finances the Project for which the preliminary expenditures were incurred

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

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

[REMAINDER OF PAGE LEFT BLANK]

SECTION 29. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 6th day of September 2017, by the following vote:

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

President of the Board of Trustees
Los Angeles Community College District

ATTEST:

Secretary of the Board of Trustees
Los Angeles Community College District

SECRETARY'S CERTIFICATE

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

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on September 6, 2017, 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: September ____, 2017

Chancellor and Secretary of the Board of Trustees of
the Los Angeles Community College District

EXHIBIT A
FORM OF BONDS

**REGISTERED
NO.**

**REGISTERED
\$**

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
(LOS ANGELES COUNTY, CALIFORNIA)
2008 ELECTION GENERAL OBLIGATION BONDS, SERIES J**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 20__	<u>CUSIP</u>
--	--	------------------------------------	--------------

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Los Angeles Community College District (the "District") in Los Angeles County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing on February 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2018, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A, as agent of the Treasurer and Tax Collector of Los Angeles County. Principal is payable upon presentation and surrender of this bond at the principal corporate trust office of the Paying Agent. Interest is payable by wire transfer to the bank and account number on file with the Paying Agent as of the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 4, 2008 (the "Election"), upon the question of issuing bonds in the amount of \$3,500,000,000 and the resolution of the Board of Trustees of the District adopted on September 6, 2017 (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. Pursuant to California Government Code Section 535515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* taxes.

Pursuant to California Government Code Sections 5450 and 5451, the District has pledged all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds, and all amounts on deposit in the Debt Service Fund (as defined in the Bond Resolution), to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund, and shall constitute an agreement between the District and the Registered Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The bonds of this issue comprise \$_____ principal amount of current interest bonds, of which this bond is a part (collectively, the "Bonds").

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

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

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

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

Redemption Dates

Principal Amounts

TOTAL

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

COUNTERSIGNED:

(Facsimile Signature)
Secretary 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 _____, 20__.

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

Authorized Officer

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 of the Board of Trustees



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

Subject: **RATIFY BUSINESS SERVICES ACTIONS**

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

A. PURCHASE ORDERS AND SHORT TERM AGREEMENTS

812 issued from July 1, 2017 to July 31, 2017 which totaled \$2,568,089.

B. FACILITIES ORDER FORMS

72 issued from July 1, 2017 to July 31, 2017 which totaled \$495,624.

C. AGREEMENT FOR ART MODELING SERVICES

2 issued which totaled \$150.

D. AGREEMENT FOR ATHLETIC OFFICIATING SERVICES

2 issued which totaled \$62,084.

Approved by: _____

Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

E. PERMITS FOR USE AND CIVIC CENTER PERMITS UP TO 14 DAYS

6 issued from July 1, 2017 to July 31, 2017 for a total income of \$19,765 at City.

3 issued from July 1, 2017 to July 31, 2017 for a total income of \$2,390 at Harbor.

F. LEASE OF FACILITIES FOR DISTRICT USE

4500245927 East. No-cost Facilities Use Agreement with Alliance Ouchi-O'Donovan 6-12 Complex for use of two classrooms at Alliance Ouchi-O'Donovan 6-12 Complex at designated dates and times to provide for Alliance Ouchi-O'Donovan 6-12 Complex students to attend the East Los Angeles College Jaime Escalante Math Program free of cost. This agreement is during the period June 19, 2017 to July 14, 2017, inclusive.

4500246305 East. Agreement with the County of Los Angeles Department of Parks & Recreation for the use of the six lane swimming pool at Belvedere Park for use by the ELAC Kinesiology department for swimming classes. The ELAC Swim Stadium will be closed for construction and upgrades during the period of this use, during the period August 28, 2017 to December 17, 2017, inclusive. Total cost: \$15,979.

4500207035 Pierce. Amendment No. 7 to renew agreement with Ara Melkonian for use of its facilities "the Ara Dance Studio" to conduct dance and workout related Community Services classes during the period July 1, 2017 to June 30, 2018, on designated dates and times. Total cost: \$15,000.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

G. LEASES, USE PERMITS AND CIVIC CENTER PERMITS OF DISTRICT FACILITIES 14 DAYS OR LONGER

- 4500222868 City. Amendment No. 1 to extend agreement with Joy Badminton Club for use of the gym on designated days and times at a rate of \$180 per day during period January 3rd, 2017 to December 27, 2018, inclusive. Total income: \$76,000.
- 4500239995 City. Amendment No. 1 to extend the Permit for Use with Los Angeles Unified Futbol Academy for the use of the athletic field for soccer practice and games, at designated times and days. The rate was derived by The rental rate was derived by comparing local schools, colleges and neighborhood recreational facilities and includes the cost of supplies and attendants, during the period July 1, 2017 to August 31, 2017, inclusive. Total income: \$8,666.
- 4500244373 City. Agreement number with LA Sports Net Foundation for the use of the athletic field for adult soccer practice, Thursdays, from 9:00 p.m. to 11:00 p.m. The rental rate was derived by comparing local schools, colleges and neighborhood recreational facilities and includes the cost of supplies and attendants, during the period June 8, 2017 to December 31, 2017, inclusive. Total income: \$6,080.

H. LICENSE AGREEMENTS

- 4500229924 City. Amendment No. 1 to renew agreement with Kentico Software LLC to provide software maintenance subscription on the Ultimate Website license used as a database repository for all the website content for the Information Technology department during the period August 12, 2017 to August 12, 2018, inclusive. Total cost: \$4,498.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500192245 Districtwide. Amendment No. 4 to renew agreement with the American Red Cross (ARC) to provide first aid, first responder, cardiopulmonary resuscitation and automated external defibrillator courses to the District, training participants shall be comprised of only those employees and student workers who are designated first aid responders by the District Administration representing each of the nine community colleges, college satellite facilities and Educational Services Center, under the auspices of the Office of Safety and Occupational Health during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$25,000.
- 4500163890 Pierce. Amendment No. 4 to renew agreement with SARS Software Products, Inc. for license to use its SARS (Scheduling and Reporting Software)-Grid and SARS-Call including customer support and updates for the Student Services Department during the period July 1, 2016 to June 30, 2017, inclusive. Total cost: \$5,100.
- 4500246094 Pierce. Agreement with SARS Software Products, Inc. for license to use its SARS (Scheduling and Reporting Software)-Grid and SARS- Call including customer support and updates for the Student Services Department during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$5,100.
- 4500189748 Valley. Amendment No. 5 to renew agreement with SARS Software Products, Inc. for license to use its SARS (Scheduling and Reporting Software)-Messages, SARS-Anywhere and SARS-Alert including maintenance and support for the Student Services Department during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$11,712.
- 4500246424 Valley. Agreement with Kentico Software, Inc. for license to use its Content Management System Ultimate software including maintenance and support for the Information Technology Department during the period

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

September 19, 2017 to September 18, 2020, inclusive.
Total cost: \$7,235.

I. MAINTENANCE AGREEMENTS

- 4500229351 City. Amendment No. 1 to renew agreement with Nebraska Book Company to provide software licenses and upgrades, maintenance and hosting for the Winprism College Bookstore Inventory Control Point-of-Sale cashiering and e-commerce systems during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$23,949.
- 4500190260 East Amendment No. 4 to extend contract period of agreement with Hewlett Packard Company to provide maintenance for 27 HP P3015 and HP M425dn Printers located in the Financial Aid office during the period during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$6,000
- 4500213419 Educational Services Center. Amendment No. 2 to renew agreement with ISE, Inc. for software license and maintenance of its Enterprise Schedule software system during the period July 1, 2017 to June 30, 2018, inclusive. This software schedules the data updates and reports that support student registration, financial aid and admissions and records systems in the Student Information System (DEC) that is maintained by the Office of Information Technology. Total cost: \$ 5,318.
- 4500224855 Educational Services Center. Amendment No. 1 to renew agreement with Axcelerate Networks to provide VirtuCache for VMware 5.x support and maintenance for the Student Information System servers, under the auspices of the Office of Information Technology, during the period August 1, 2017 to July 31, 2018, inclusive. Total cost: \$19,920.
- 4500192027 Harbor. Amendment No. 4 to renew agreement with Emcor Services to provide preventive maintenance services on Centrifugal and Absorption chillers for the

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

Facilities Department during the period December 1, 2017 to November 30, 2018, inclusive. Total cost: \$15,023.

4500207225 Harbor. Amendment No. 3 to renew agreement with Schindler Elevator Corporation to provide maintenance service on 22 elevators for the Facilities Department during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$33,372.

4500231131 Southwest. Amendment No. 2 to increase the contract amount on agreement with GMS Elevator Services, Inc. to provide maintenance service on additional 10 elevators for the Facilities Department during the period August 1, 2017 to June 30, 2018, inclusive. Total cost: \$31,200.

J. REVENUE SHARING AGREEMENTS

East Amendments to provide jointly mutually agreed upon educational courses in an FTES-revenue-generation and apportionment-sharing partnership; and to compensate the agency use of its classroom facilities in providing the educational courses, based upon the number of students enrolled and conducted under the auspices of the College's Affiliation Program during the period July 1, 2016 to June 30, 2017.

4500233575 Amendment No.3 increase the contract amount on agreement with California State Firefighter's Association to add funds to pay for the remaining half of the fiscal pay period due to additional training hours. Total Cost: \$26,200.

4500220894 Amendment No. 3 to increase the contract amount on agreement with the City of Los Angeles Fire Department to add funds to pay for the remaining half of the fiscal pay period due to additional training hours. Total Cost: \$1,168,292.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

4500220896 Amendment No. 2 to increase the contract amount on agreement with Los Angeles County Probation Department to add funds to pay for the remaining half of the fiscal pay period due to additional training hours. Total Cost: \$135,000.

K. STUDENT INTERN AGREEMENTS

- 4500246317 East. No Cost Agreement with Barlow Respiratory Hospital to provide clinical training for students enrolled in the Health Information Technology Program during the period July 10, 2017 to July 9, 2019, inclusive.
- 4500246083 Mission. No-cost Agreement with St. Elizabeth Homes Congregate Living Health Facility to provide clinical training for students enrolled in the Home Health Aide Program during the period July 13, 2017 to November 30, 2017, inclusive.
- 4500217501 Pierce. No-cost Amendment No. 1 to renew agreement with Henry Mayo Newhall Memorial Hospital to provide clinical training of students enrolled in the Nursing Program during the period September 1, 2017 to August 31, 2019, inclusive.
- 4500245956 Southwest. No-cost agreement with Centinela Hospital Medical Center to provide clinical training for students enrolled in the Nursing program during the period August 30, 2017 to August 29, 2022, inclusive.
- 4500216393 Valley. No-cost Amendment No. 1 to renew agreement with Barlow Respiratory Hospital to provide clinical training and observational education of students enrolled in the Respiratory Therapy Program during the period October 1, 2017 to September 30, 2019, inclusive.
- 4500246096 Valley. No-cost agreement with Cedars Sinai Medical Center to provide clinical training and observational education of students enrolled in the Respiratory

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

Therapy Program during the period September 1, 2017 to August 31, 2018, inclusive.

4500246097 Valley. No-cost Agreement with New School for Child Development The Help Group to provide clinical training of students enrolled in the Nursing Program during the period July 1, 2017 to June 30, 2022, inclusive.

4500246098 Valley. No-cost agreement with Glendale Adventist Medical Center to provide clinical training and observational education of students enrolled in the Respiratory Therapy Program during the period September 1, 2017 to August 31, 2019, inclusive.

4500246099 Valley. No-cost agreement with Valley Presbyterian Hospital to provide clinical training and observational education of students enrolled in the Respiratory Therapy Program during the period September 1, 2017 to August 31, 2022, inclusive.

L. SERVICE AGREEMENTS

4500191924 City. Amendment No. 4 to renew agreement with Viatron Systems, Inc. to provide annual software maintenance and technical support on the scanning system during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$13,575.

4500242209 City. Amendment No. 1 to renew agreement with Marisela Magana to facilitate training in Spanish for the Foster and Kinship Care Education Program required by the County of Los Angeles and Department of Family and Children Services for individuals who are foster parents and relative caregivers during the period August 7, 2017 to June 30, 2018, inclusive. Total cost: \$5,000.

4500211932 East. Amendment No.1 to renew the agreement with Symphony Video, Inc. to provide the video software streaming program used by the Distance Education

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

department during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$6,900.

4500221423 East. Amendment No.2 to renew agreement with Bibliotheca LLC for maintenance and support of the Book Security and Tagging system located in the Library during the period October 1, 2016 to September 30, 2017, inclusive. Total Cost: \$2,905.

4500230827 East. Amendment No. 1 to renew agreement with Optiv Security, Inc. to provide Maintenance and Support for the Palo Alto Firewall Security software used by the Information Technology department, during the period August 30, 2017 to March 1, 2018, inclusive. Total Cost: \$16,900.

4500245459 East. No Cost Agreement with IACE Travel to manage the study abroad program in various regions, during the period July 1, 2017 to June 30, 2020, inclusive.

4500246312 East. No-Cost Agreement with Alhambra Unified School District to partner in the coordination and planning of the College and Career Pathways during the period August 29, 2016 to January 11, 2018.

4500196903 Educational Services Center. Amendment No. 4 to extend agreement with ADP Benefits Services Kentucky, Inc. to provide third party administration of District Flexible Spending Accounts (FSA) and Health Reimbursement Accounts (HRA) during the period July 1, 2017 to December 31, 2017, inclusive, under the auspices of the Office of Human Resources. Total cost: \$88,000.

4500225385 Educational Services Center. Amendment No. 1 to renew agreement with Touchnet Information Systems, Inc. to provide pursuant to RFP 15-11 to provide credit card processing middleware software, hosting services and support services including additional licensing and development of processing devices during the period

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

May 2, 2017 to May 1, 2018, inclusive, under the auspices of the Office of Information Technology. Total cost: \$86,950.

- 4500245394 Educational Services Center. No-Cost Amendment No. 1 to agreement with Huron Consulting Group LLC., to extend the period of performance of services by 90 days at no additional cost. This amendment will allow for the completion of work without impacting the work of LACCD staff during the start of the semester. This amendment to agreement is under the auspices of the Office of Information Technology during the period July 1, 2017 to October 31, 2017, inclusive.
- 4500246755 Educational Services Center. Agreement with Druva, Inc. to provide software to back up and protect mobile devices and encrypt and secure confidential student and employee information on District and college computers, tablets and cell phones and share that information during the period May 1, 2017 to August 30, 2018, inclusive, under the auspices of the Office of Information Technology. Total cost: \$29,700.
- 4500246774 Educational Services Center. Agreement with Risk Solutions and Investigations, Inc. to provide specialized services, advice, and litigation representation in labor and employment, defense of governmental tort claims, and education law to the District on an as-needed basis during the period September 1, 2015 to August 31, 2020, inclusive, under the auspices of the Office of General Counsel. Hourly rate: \$135.
- 4500246776 Educational Services Center. Agreement with WestEd conduct five (5) workshops during the period of June 19, 2017 to November 3, 2017, on specified dates and times under the auspices of the Office of Educational Programs and Institutional Effectiveness. This item is part of a partnership under the ESL/Basic Skills Professional Development grant funded by California Community Colleges Chancellor's Office. LACCD is the

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

fiscal agent for the grant and, as such, is required to enter into and fund agreements with local agencies. Total cost: \$79,900.

- 4500206201 Educational Services Center. Amendment No. 2 to extend agreement with CDW-Government LLC to provide VMWare View 4, vCenter and upgrade to Enterprise+ support and subscription for the Van De Kamp site under the auspices of the Division of Information Technology, during the period August 1, 2017 to June 30, 2018, inclusive. Total cost: \$7,146.
- 4500218363 Educational Services Center. Amendment No. 2 to renew agreement with Optiv Security to provide the Palo Alto Firewall internet security devices and Traps Advanced Endpoint Cyber Attacks Protection. This agreement has been entered into under the authority of the competitively bid State of California Department of General Services Multiple Award Schedule Contract No. 3-09-70-2428M, during the period September 24, 2017 to September 24, 2020, inclusive. Total cost: \$12,567.
- 4500234714 Educational Services Center. Amendment No. 1 to renew agreement with Neopost Southwest to provide subscription services for the Satori BulkMailer software and the National Change of Address software, under the auspices of the Central Financial Aid Unit, during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$2,890.
- 4500245862 Educational Services Center. No cost. Agreement with the California Community Colleges Chancellor's Office to collect outstanding student financial aid and proper non-financial obligations owed to the District through State Franchise Tax Board's interagency Offset Program for the District's Central Financial Aid Unit, during the period October 1, 2017 to December 20, 2018.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500245885 Educational Services Center. Agreement with Dice Career Solutions for placement of job postings for the Personnel Commission Office during the period August 1, 2017 to July 31, 2018, inclusive. Total cost: \$6,822.
- 4500246279 Educational Services Center. Agreement with Erik Armstrong to implement activities for regional networks serving participating colleges in Northern, Southern and Central California as part of and funded by the California Community College Chancellor's Office ESL/Basic Skills Professional Grant under the auspices of the Vice Chancellor of Educational Programs and Institutional Effectiveness, during the period July 1, 2017 to June 30, 2018, inclusive at a not-to-exceed amount of \$300 per day for work completed during this period. Total not to exceed: \$7,000.
- 4500191773 Harbor. Amendment No. 4 to renew agreement with Statewide Seating and Grandstands to provide rental of bleachers during the period July 6, 2017 to July 5, 2018, inclusive. Total cost: \$9,600.
- 4500203109 Harbor. Amendment No. 3 to renew agreement with South Coast Water to provide reverse osmosis deionized water system monthly service at the Science Complex during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$8,978.
- 4500206980 Harbor. Amendment No. 4 to increase the contract amount on agreement with the International Trade Education Program to establish career pathways from K-12 through secondary education in Advanced Manufacturing and Engineering Technology Linked Learning Consortium and implementing tools from Project Lead The Way under the auspices of the California Department of Education, California Career Pathways Trust Grant for the Economic Workforce and Development department during the period ending June 30, 2019, inclusive. Total cost: \$60,331.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500211457 Harbor. Amendment No. 1 to renew agreement with Prudential Overall Supply to provide laundering services on towels and flat goods during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$4,766.
- 4500246782 Harbor. Agreement with CI Solutions to provide maintenance technical support on the badge identification system during the period July 1, 2017 to June 30, 2022, inclusive. Total cost: \$11,000.
- 4500246783 Harbor. Agreement with AVR Van Rental Solutions to provide van rental services for athletic teams to games during the period August 14, 2017 to June 30, 2018, inclusive. Total cost: \$30,000.
- 4500238821 Mission. Amendment No. 1 to renew agreement with Millennium Momentum Foundation to provide practical leadership and employment skills training for students participating in the Best & Bright Scholarship Program, Leadership Development Institute, and the Your Turn Intern Expo & Celebrity Fest for the Student Success and Support Program during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$7,500.
- 4500246085 Mission. Agreement with U.S. Telepacific Corporation to provide Primary Rate Interface and Session Initiation Protocol phone solutions services for the Information Technology Department during the period September 1, 2017 to August 31, 2020, inclusive. Total cost: \$88,200.
- 4500246166 Mission. Agreement with Dallas County Community College District for license to broadcast and cablecast telecourse and provide video materials for delivery to students for the Instructional Television Department during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$3,000.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500239520 Pierce. Amendment No. 1 to agreement with AAA Rents and Events for rental of additional equipment needed to support the "Discover Pierce College Open House Event" during the period April 19, 2017 to April 24, 2017, inclusive. Total cost: \$500.
- 4500246092 Pierce. Agreement with Educational Student Tours to coordinate a five-day tour for selected students in the Umoja Program that will participate in the Historically Black College and University (HBCU) Tour. The Umoja Program will be bringing seven students and two chaperones on an out of state trip that will be HBCU's visiting Washington DC, Maryland and Virginia. This activity will target students for which there is an existing equity gap. The trip exposes students to Historically Black College campuses, it includes a tour, information on financial aid, the history of the universities and the application process for the Student Success Program during the period October 25, 2017 to October 29, 2017, inclusive. Total cost: \$13,891.
- 4500246565 Pierce. Agreement with Flynton Ritchie dba 21st Century Party Rentals for rental of tents, tables and chair for the "College Fair Event" during the period September 7, 2017 to September 9, 2017, inclusive. Total cost: \$10,465.
- 4500208504 Southwest. Amendment No. 2 to renew agreement with Yesco LLC to provide maintenance service on the LED display sign on the corner of Imperial Highway and Western Avenue during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$6,600.
- 4500226844 Southwest. Amendment No. 1 to renew agreement with Viatron Systems, Inc. to provide annual software maintenance and technical support on the scanning system during the period October 12, 2016 to October 11, 2018, inclusive. Total cost: \$16,375.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500245882 Southwest. Agreement with Park Place Technologies, LLC to provide warranty extension to include parts and labor on 19 servers in the Data Center for the Information Technology department during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$5,261.
- 4500246687 Southwest. Agreement with American Transportation Systems to provide bus transportation for the football team to games during the period September 1, 2017 to November 30, 2017, inclusive. Total cost: \$8,217.
- 4500193811 Trade-Technical. Amendment No.4 to renew agreement with Ebsco Industries to provide periodicals subscription services for the Library during the period May 1, 2017 to April 30, 2018, inclusive. Total Cost: \$20,000.
- 4500216183 Trade-Technical. Amendment No.2 to renew agreement with Tee and Associates to provide web based real time scheduling program to track student graduation rates and on line course catalog updates for students used in the Information Technology Department during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$15,940.
- 4500230240 Trade-Technical. Amendment No.1 to renew agreement with Presidio Network Solutions Group to provide Commvault Software Program used in the Information Technology Department during the period August 9, 2017 to July 8, 2018, inclusive. Total Cost: \$15,000.
- 4500230242 Trade-Technical. Amendment No.1 to renew agreement with Viatron Systems, Inc. to provide VTAX Scanning System used in the Information Technology Department during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$15,235.
- 4500246260 Trade-Technical. Agreement with Natec International, Inc. to provide lead and asbestos worker awareness workshops for students during the period August 15,

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

2017 to December 31, 2017, inclusive. Total Cost:
\$22,260.

- 4500246271 Trade-Technical. Agreement with eLumen Collaborative, LLC to provide SAAS Core Software used in the Information Technology Department during the period September 1, 2017 to August 31, 2018, inclusive. Total Cost: \$30,022.
- 4500246272 Trade-Technical. Agreement with Indie Printing to provide advertising materials used for the promotion of the College during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$30,000.
- 4500246280 Trade-Technical. Agreement with Planet Speck to provide photography services for the Golden Thimble and other special events at the College during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$7,160.
- 4500230255 Valley. Amendment No. to extend agreement with Enterprise Rent-A-Car for rental of 8-15 passenger vans and stake bed truck for the Athletics Department's intercollegiate competitions. Rental rates are per State of California Department of General Services Agreement No. 5159905 corporate rates. All vehicles must meet California Standards for both safety and emissions and all operators of a 15-passengers van conduct a pre-trip inspection of the vehicle, during the period July 1, 2017 to February 28, 2018, inclusive. Total cost: \$21,350.
- 4500241227 Valley. Amendment No. 1 to renew agreement with Praxair Distribution, Inc. for rental of cylinders and to supply oxygen and gases for the Health Science and Maintenance and Operations Departments during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$8,000.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500246022 Valley. Agreement with NatureBridge for use of its Camp Conference Center including food and camp ground activities for the Upward Bound Programs' Annual Camping Trip during the period August 4, 2017 to August 7, 2017, inclusive. Total cost: \$10,382.
- 4500200601 Van De Kamp Innovation Center. Amendment No. 5 to renew agreement with KONE, Inc. for elevator maintenance services, during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$4,640.
- 4500217197 Van de Kamp Innovation Center. Amendment No. 2 to extend agreement with Pronto Gym Services to conduct preventive maintenance and service on gym equipment, during the period August 1, 2017 to July 31, 2018, inclusive. Total cost not to exceed: \$5,000.
- 4500224819 Van de Kamp Innovation Center. Amendment No. 2 to extend the agreement with Isotech Pest Management to provide integrated pest management services during the period July 1, 2017 to June 30, 2020. Total cost: \$32,250.
- 4500215627 West. Amendment No. 2 to renew agreement with Etudes, Inc. to provide hosting services for the Etudes NG program used by students during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$91,400.
- 4500222519 West. Amendment No.2 to renew agreement with Ebsco Industries to provide periodicals subscription services for the Library during the period June 1, 2017 to May 31, 2018, inclusive. Total Cost: \$15,135.
- 4500246265 West. Agreement with Univision Radio to provide on-air advertising to promote Fall Enrollment during the period July 1, 2017 to July 20, 2017, inclusive. Total Cost: \$9,100.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

4500246266 West. Agreement with Power 106 FM to provide on-air advertising to promote Fall Enrollment during the period July 10, 2017 to July 30, 2017, inclusive. Total Cost: \$15,000.

4500246267 West. Agreement with Spectrum Reach to provide cable television advertising to promote the College during the period July 10, 2017 to July 30, 2017, inclusive. Total Cost: \$10,000.

4500246275 West. Agreement with Sars Software Products to provide Call, Grid and Trak software services for Student Services during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$7,600.

4500246307 West. Agreement with KTWV-FM to provide on-air advertising to promote Fall Enrollment during the period July 10, 2017 to July 30, 2017, inclusive. Total Cost: \$15,000.

4500246308 West. Agreement with National Cine Media to provide movie theater advertising to promote the College during the period July 10, 2017 to August 17, 2017, inclusive. Total Cost: \$5,000.

Various Educational Services Center. Agreements and amendments with the following entities to conduct Basic Skills Initiative (BSI) Coordinator work as part of the 3CSN ESL/Basic Skills Professional Development Grant. These items are part of partnership under the ESL/Basic Skills Professional Development Grant funded by California Community Colleges Chancellor's Office. LACCD is the fiscal agent for the grant and as such, is required to enter into and fund agreements with districts to coordinate grant activities across the state, during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$195,000.

4500189812 Amendment No. 4 with Monika Hogan.
Total Cost: \$15,000

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

4500231124 Amendment No. 2 with Kyle Hull. Total Cost: \$25,000

4500192228 Amendment No. 4 with Mark Manasse. Total Cost: \$15,000

4500239901 Amendment No. 2 with Jennifer McCandless. Total Cost: \$15,000

4500239899 Amendment No. 2 with Rebecca Moon-Stonel. Total Cost: \$35,000

4500204202 Amendment No. 3 with Daniel Pittaway. Total Cost: \$30,000

4500246780 Agreement with Miguel Powers. Total Cost: \$15,000

4500246779 Agreement with Roy Ramon. Total Cost: \$15,000

4500189814 Amendment No. 3 with Ann Foster. Total Cost: \$10,000

4500246778 Agreement with Janice Connal. Total Cost: \$10,000

4500190096 Amendment No. 4 with Jeanne Costello. Total Cost: \$5,000

4500191438 Amendment No. 3 with Kimberly Costino. Total Cost: \$5,000

Various

Harbor. No cost amendments to extend the contract term dates on agreements with the following Los Angeles Unified Schools to establish career pathways from K-12 through secondary education in Advanced Manufacturing and Engineering Technology Linked Learning Consortium and implementing tools from

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

Project Lead The Way under the auspices of the California Department of Education, California Career Pathways Trust Grant for the Economic Workforce and Development department during the period July 1, 2017 to June 30, 2018, inclusive.

Amendment No. 4 to Agreement 4500211205 - Carson High School

Amendment No. 4 to Agreement 4500211207 - Banning High School

Amendment No. 3 to Agreement 4500218773 - Rancho Dominguez Preparatory School

Various

Harbor. No-cost Amendment No. 2 to extend the contract term dates on agreements with the following Los Angeles Unified School District high schools to partner with the College to form the Harbor Sub-Region under the auspices of the LA Regional Careers Pathways project to create, organize, administer and implement collaborative college and career pathways in the industry sectors of International Trade/Global Logistics for the Economic Workforce and Development department during the period July 1, 2017 to June 30, 2018, inclusive.

4500221374 – Narbonne High School
4500221375 – San Pedro High

Various

Mission. Two new agreements and 13 amendments to renew agreements with the following contractors to provide child care services for the Family Child Care Home Networks Program during the period July 1, 2017 to June 30, 2018, inclusive. Total cost: \$1,282,500.

4500246081	Leyanis Majuan	\$85,500
4500246556	Deborah Haire	\$85,500
4500188734	Barrera Peraza Family Day Care, Inc.	\$85,500

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

4500215420	Agustina Garcia	\$85,500
4500215421	AROUTIN, Inc.	\$85,500
4500215422	Beatriz Elena Velez	\$85,500
4500215427	Hernandez Family Child Care, Inc.	\$85,500
4500215429	Luz Ruiz	\$85,500
4500215431	Maria A. Rodriguez	\$85,500
4500215432	Mercedes Mejia	\$85,500
4500215433	Ramona R. Aguila	\$85,500
4500215434	Violeta Razuri	\$85,500
4500218850	Batres Family Day Care, Inc.	\$85,500
4500218852	Julia Hensch dba Hensch Family Child Care	\$85,500
4500230991	R and J Services Group, Inc.	\$85,500

M. SPECIAL GRANT FUNDED AGREEMENTS

- 4500194267 City. Amendment No. 6 to renew agreement with California Community Colleges Chancellor's Office for that agency to fund the Los Angeles Region Deputy Sector Navigator Small Business program by acting as a workforce systems integrator to help identify and connect the needs and resources within the small business sector during the period July 1, 2017 to June 30, 2018, inclusive. Total: \$200,000.
- 4500246320 East. Agreement with the Los Angeles County Office of Education (LACOE) for that agency to fund Child, Family, and Education Customer Services and Office Assistant training classes for up to 30 GAIN/GROW participants during the period July 1, 2017 to June 30, 2018 inclusive. Total: \$154,981.
- 4500179966 Harbor. No-cost amendment No. 5 to extend the agreement with the City of Los Angeles Economic & Workforce Development Department for that agency to fund the YouthSource Center to allow completion of closeout activities during the period July 1, 2017 to July 31, 2017, inclusive.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

- 4500246683 Harbor. Agreement with John Burton Foundation for that agency to fund the Burton Book Fund Program to cover the cost of textbooks for eligible foster students during the period August 7, 2017 to August 15, 2018, inclusive. Disbursement of funds are determined by students enrollment in 6-8 units will receive \$100, 9-11 units will receive \$175 and 12 or more units will receive \$250 textbook fund support.
- 4500246093 Pierce. Agreement with Child Care Alliance of Los Angeles for that agency to fund the California State Preschool Program Quality Rating and Improvement Systems grant. This is to improve the overall quality of State Preschool Programs in Los Angeles County and to provide technical assistance, coaching, and incentives in order to improve or maintain the college's quality rating tier position for the Child Development Department during the period October 1, 2016 to September 30, 2017, inclusive. Total: \$14,000.
- 4500232213 Southwest. Amendment No. 1 to renew agreement with California Community Colleges Chancellor's Office for that agency to fund the Assessment, Remediation and Retention for Associate Degree Nursing Program to expand current enrollment up to 20 students during the period July 1, 2017 to June 30, 2018, inclusive. Total: \$57,000.
- 4500236729 Southwest. Amendment No. 1 to renew agreement with Child Care Alliance of Los Angeles for that agency to fund the California State Preschool Program Quality Improvement Block Grant to improve the overall quality of State Preschool programs in Los Angeles County and to provide technical assistance, coaching, and incentives in order to improve or maintain the Child Development Department's tier rating during the period October 16, 2016 to September 30, 2017, inclusive. Total: \$14,000.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

4500214048 Valley. Amendment No. 1 to renew agreement with South Bay Workforce Investment Board for that agency to fund the Classroom Training Individual Referral Services under the Federal Workforce Investment Act of 1998 for the Job Training Program during the period July 1, 2017 to June 30, 2019, inclusive. Total: \$500,000.

Various Agreements with the California Community Colleges Chancellor's Office for that agency to fund the Enrollment Growth for Associate Degree Nursing grant to provide support for students preparing for the National Council Licensure Exam to become eligible for licensure as a registered nurse during the period July 1, 2017 to June 30, 2018, inclusive.

4500246703 City. Total: \$97,000.

4500203163 Southwest. Total: \$154,000.

N. STUDENT TRANSPORTATION ITEMS

All buses are licensed by the Public Utilities Commission and the Interstate Commerce Commission. All buses are inspected regularly by the California Highway Patrol for safety.

4500246552 East. Agreement with Airport Van Rental Solutions to provide medium capacity bus transportation for student athletes to off campus events during the period July 1, 2017 to June 30, 2018, inclusive. Total Cost: \$42,000.

4500246090 Mission. Agreement with The Bus to provide transportation services for the Title V Pathway to Success Program participants' field trip to UC Santa Barbara on July 18, 2017. Total cost: \$5,875.

4500245706 Southwest. Agreement with American Transportation Systems to provide bus transportation for students and staff in the TRIO-Talent Search program to attend the Black Expo at the Los Angeles Convention Center and tour the campus at Fullerton Junior College during the

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

period February 11, 2017 to March 14, 2017, inclusive.
Total cost: \$1,015.

4500245753 Southwest. Agreement with National Charters, Inc. to provide bus transportation for students and staff to the Museum of Tolerance as part of the service learning activity allowed by the Student Success Support Program on July 28, 2017. Total cost: \$1,950.

4500239761 Valley. Amendment No. 1 to agreement with H & L Charter Co., Inc. to increase the total contract amount to cover additional service fee for participants of Puente Program trip to UC Santa Cruz during the period May 5, 2017 to May 7, 2017, inclusive. Total cost: \$100.

Various Valley. Three agreements with Alvaro Cota dba Paradise Tours to provide bus transportation services for Student Support Services Program participants field trip to Chumash Indian Museum, LA Hi-Tech high school students trip to Los Angeles Convention Center and Upward Bound Programs' annual camping trip to Yosemite National Park during the period August 1, 2017 to August 25, 2017, inclusive. Total cost: \$4,915.

4500245366	SSS Program	\$ 600
4500245645	LA Hi-Tech	\$ 815
4500245950	Upward Bound	\$3,500

O. SETTLEMENT OF CLAIMS

17-0172 Harbor. Payment of a claim for service rendered in the amount of \$35,080.

Background: Ventionworks, LLC assisted Harbor College in obtaining a \$1.4 million Student Support Services TRIO grant. Ventionworks is seeking payment in the amount of \$35,080 for services rendered.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD1**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

17-0173 Mission. Payment of a claim for service rendered in the amount of \$48,500.

Background: On April 1, 2017, Los Angeles Mission College retained Rolando Cuevas to open, manage, and participate in community engagement for the College's new Sunland-Tujunga Satellite Campus. From April 1, 2017, through July 12, 2017, Mr. Cuevas provided the requested services and is seeking payment in the amount of \$48,500 for services rendered.

17-0174 Pierce. Payment of a claim for service rendered in the amount of \$6,000.

Background: During fiscal year 2015-2016, Lou Hughes served as an external evaluator on Pierce College's Title V Cooperative Grant. Mr. Hughes assisted with the preparation of the Annual Performance Plan and met with Pierce College personnel on a quarterly basis to review the scope of work and keep the grant work on schedule. Mr. Hughes is seeking payment in the amount of \$6,000 for services rendered.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **BSD2**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

Subject: **APPROVE BUSINESS SERVICES ACTIONS**

I. AUTHORIZE PAYMENTS

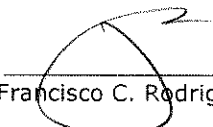
A. \$325.20 to Tarlochan Singh Saund, Instructional Media Assistant at Los Angeles Pierce College, in reimbursement of expenses incurred to complete construction of instructional media carts on November 21, 2016.

Background: Mr. Saund purchased materials from Home Depot to construct media carts for classroom use. A Purchase Order was created but the vendor did not deliver the materials in time to construct these media carts. Funding is through the College General fund.

B. \$386.83 to John Creedon, Agriculture – Horticulture & Landscaping Faculty at Los Angeles Pierce College, in reimbursement of expenses incurred on August 27, 2016.

Background: Materials needed for the Plant Science 103-Introduction to Soil Science and Plant Science 757-Plant Propagation and Productions classes were ordered but did not arrived in time for the start of these classes. Mr. Creedon purchased these materials from Home Depot. Funding is through Lottery Prop 20 fund.

C. \$2,500 to California Community College CalWORKs Association for payment of the purchase of 100 copies of Portraits of Student Success publications.

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **BSD2** Division: **BUSINESS SERVICES**

Date: September 6, 2017

Background: The LACCD CalWORKs program purchased the publication Portraits of Student Success and provided ten copies to each college as well as to the District Educational Services Center. The publications feature students from the districtwide LACCD CalWORKs program. Funding through the Department of Public Social Services Coordination Budget funds.

- D. \$340.63 to Z's Crazy Good restaurant for payment of breakfast items ordered for the LACCD CalWORKs Child Care Invoicing Training held on October 19, 2016.

Background: The LACCD CalWORKs program held training specifically for LACCD CalWORKs directors/coordinators and Child Development Center directors on October 19, 2016 from 9:00 am to 12:00 pm at the East Los Angeles College Corporate Center. Funding through the Department of Public Social Services Coordination Budget funds.

- E. \$4,500 to Sara Adler as payment for one-half of the fees related to a grievance arbitration hearing that took place during the period July 29, 2016 through May 5, 2017, inclusive.

Background: The LACCD Human Resources Division requested the services Sara Adler Esq. to preside during a grievance arbitration hearing and per Article 28(4)(i) of the collective bargaining agreement between the LACCD and the Faculty Guild, AFT 1501, the District is responsible for one-half of the charges incurred for hearing services. Funding through Human Resources Legal funds.

II. RATIFY AMENDMENT TO AFFILIATION AGREEMENT

Ratify Amendment No. 1 to Agreement 4500228899 with the Regents of the University of California, by and on behalf of Undergraduate Education at its Los Angeles campus ("UCLA") and Los Angeles Valley Colleges (LAVC), to provide for a three-year Summer Immersion Program. The goal of the program is to motivate, inform and prepare students to transfer from a California community college to selective top-tier research institutions, such as the UC system. LAVC provides certain educational opportunities

Board of Trustees

Los Angeles Community College District

Com. No. **BSD2**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

to its Students and UCLA wishes to support LAVC and broaden those educational opportunities by hosting such Students as part of framework to provide a variety of programs. These programs entitled, NATIVE AND PACIFIC ISLANDER SITE (6-day residential program), SUMMER TRANSFER PROGRAM (6-day residential program), STEM SITE (6-day residential program), CLASSIC SITE (6-day residential program), UNDOCU-SITE (6-day residential program), PARENTING STUDENT SITE (3-day residential program), MEN OF COLOR SITE (6-day residential program), FOSTER YOUTH SITE (3-day residential program) and SITE LITE (1-day program), and on-going academic year mentoring for program are appended as Exhibit A and have an objective of improving the capabilities of Students to achieve a successful transfer from community college to a four-year baccalaureate degree-granting institution. UCLA Center for Community College Partnerships (CCCP) will provide services to LAVC students to assist in their academic preparation and to help develop their research skills and to provide a peer mentor to meet with students regularly to motivate, advise and assist Students throughout the academic year.

Funding covers the cost of students' accommodations, meals, onsite preparation workshops, peer monitoring, and invitations to special UCLA transfer events. The program is for an additional three year partnership serving between 150 to 200 students, during the period July 1, 2017 to June 30, 2020, inclusive. Total cost: \$480,000 (\$160,000 per year).

Background: This agreement was authorized by the Board of Trustees on June 22, 2016 (Com. No. BSD1). The aim of this agreement is to support Los Angeles Valley College students with demonstrated equity gaps in successful transfer to a university. Included in the LAVC cohort are students who are first-time college students, from low-income households and/or from underserved communities. This program assists LAVC in addressing a demonstrated equity gaps in university transfer in the Filipino, Latino, African-American, and/or Veterans student categories. The focus is to expose students to research opportunities and transfer preparation to four-year university institutions. Funding is through the Colleges Equity Funds to address low transfer rates in the target populations.

Board of Trustees

Los Angeles Community College District

Com. No. **BSD2**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

III. RATIFY ACCEPTANCE OF DONATION

Los Angeles Pierce College

Cash donation in the amount of \$23,015.18 from The Foundation for Pierce College, to be used to purchase supplies and equipment to support the Pre-Vet Program.

IV. RATIFY ENDOWMENT AGREEMENT

Ratify an endowment agreement 4500246392 between the Los Angeles Community College District (LACCD) on behalf of Los Angeles Valley College (LAVC) and Los Angeles Valley College Foundation (LAVCF). LAVC was awarded a Title III (PASO) Promoting Awareness of STEM Opportunities Grant by the U.S. Department of Education on October 1, 2016. The endowment matches funds between the LAVCF and grant funds on a dollar to dollar basis at \$100,000 per year for years one through five for \$500,000 of the \$500,000 total amount of the eligible challenge grant. In order for LAVCF to be provided the drawdown of these endowment funds, the Foundation must raise an equal amount through their fund raising programs. Period of agreement is from October 1, 2016 to September 30, 2021, inclusive. The endowment period is during the period of October 1, 2016 to September 30, 2036, inclusive. Total cost of agreement: \$500,000.

Background: This agreement is being awarded in order to provide the Los Angeles Valley College Foundation with matching endowment funds as provided by the U.S. Department of Education through the Title III PASO Grant # P031C160111 awarded to LAVC. These endowment funds are to be deposited into a Foundation account in conjunction with the matching funds raised through the Foundation and only the interest accrued may be used during the period of the agreement for Foundation purposes. At the end of the Endowment Agreement period, the Foundation may then have access to both the principal and any interest incurred to then be used for Foundation purposes. Funding is through Title III Student Activity funds.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **FPD1**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: September 6, 2017

Subject: **APPROVE FACILITIES PLANNING AND DEVELOPMENT REPORT**


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

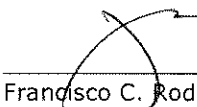
The Consent Calendar may be approved with a single vote. Any member of the Board of Trustees has the authority to remove any item listed and have it included on the Action Calendar for a separate vote.

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

I. AUTHORIZE PROFESSIONAL SERVICE AGREEMENT

- A. Authorize funding for the continued issuance of Task Orders District-wide for staff augmentation services under the Multiple Award Task Order Contracts (MATOC) (Amount \$30,000,000).
- B. Authorize funding for the continued issuance of Task Orders District-wide for Laboratory of Record (LOR) services under the Multiple Award Task Order Contracts (MATOC) (Amount \$4,850,000).

Recommended by: 
David Salazar, Chief Facilities Executive

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **FPD1**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: September 6, 2017

II. RATIFY CHANGE ORDER FOR CONSTRUCTION CONTRACT GREATER THAN \$30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD "DESIGN-BID-BUILD" METHOD OF PROJECT DELIVERY

- A. Ratify Change Order No. 3 to Construction Contract No. 33970 with Access Pacific Inc. for additional general construction services for the Exterior Transportation and Accessibility Improvements project at East Los Angeles College (No cost).
- B. Ratify Change Order No. 22 to Construction Contract No. 32594-1 with Hartford Fire Insurance Company/Kemp Bros. Construction for additional general construction services for the Arts, Media & Performance project at Los Angeles Mission College (Amount \$130,711).
- C. Ratify Change Order No. 1 to Construction Contract No. 4500237225 with Liberty Climate Control, Inc. for additional labor and materials required for construction services for the Oak Hall Air Handler Repair project at Los Angeles Trade-Technical College (Amount \$4,012).

III. AUTHORIZE ACCEPTANCES OF COMPLETION OF CONSTRUCTION CONTRACTS

- A. Authorize Acceptance of Completion of Contract No. 4500230411 with San Marino Roof Co, Inc. to provide general construction services for the Nursing Building Roof project at Los Angeles Harbor College (No cost).
- B. Authorize Acceptance of Completion of Contract No. 33886 with Climatec, LLC to provide general construction services for the School of Behavioral and Social Sciences (SoBSS) HVAC Upgrade project at Los Angeles Southwest College (No cost).
- C. Authorize Acceptance of Completion of Contract No. 4500237225 with Liberty Climate Control, Inc. to provide general construction services for the Oak Hall Air Handler Repair project at Los Angeles Trade-Technical College (No cost).
- D. Authorize Acceptance of Completion of Contract No. 4500241183 with Halco Services Corporation to provide general construction services for the Infrared Testing and Repair project at Los Angeles Trade Technical College (No cost).

Board of Trustees

Los Angeles Community College District

Com. No. **FPD1**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: September 6, 2017

IV. AUTHORIZE AMENDMENT TO LEASE AGREEMENT

Authorize Amendment No. 3 to Lease Agreement No. 32646 with Williams Scotsman, Inc. for the South Campus Athletic Field project at Los Angeles Trade-Technical College to extend the term by six months for one 40 feet x 216 feet modular building from October 1, 2017 through March 31, 2018.(Amount \$19,344).

V. RATIFY AMENDMENTS TO DESIGN-BUILD AGREEMENTS

- A. Ratify Amendment No. 16 to Design-Build Agreement No. 33801 with Harper Construction Company for additional Design-Build services for the Science Career & Mathematics Complex project at East Los Angeles College (Amount \$104,038).
- B. Ratify Amendment No. 5 to Design-Build Agreement No. 33436 with Charles Pankow Builders, Ltd. for modified Design-Build services for the Community Workforce Development Center and Administration Building project at Los Angeles Valley College (Amount \$27,443).

VI. AUTHORIZE ACCEPTANCE OF COMPLETION OF DESIGN-BUILD AGREEMENT

Authorize Acceptance of Completion to Design-Build Agreement No. 33436 with Charles Pankow Builders, Ltd. for the Community Workforce Development Center & Administration Building project at Los Angeles Valley College (No cost).

VII. AUTHORIZE PURCHASE ORDER

Authorize the purchase of roofing materials for the Physical Education Roof Replacement project at West Los Angeles College (Amount \$548,277).

VIII. ADOPT TITLE VI PLAN UPDATE

Adopt a Title VI Plan Update as required by the federally-funded transit grant from the Los Angeles County Metropolitan Transit Authority (No cost).



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **FPD2**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: September 6, 2017

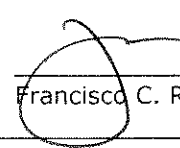
Subject: **AUTHORIZE JOINT OCCUPANCY LEASE AGREEMENT WITH PACIFIC DINING FOOD SERVICE MANAGEMENT FOR FOOD SERVICES, (INCLUDING MOBILE FOOD OPERATIONS) AND VENDING MACHINE FACILITIES**

Action

Waive any and all irregularities and deny all appeals related to RFP-16-09 and authorize a joint occupancy lease agreement with Pacific Dining Food Service Management for the joint occupancy of the food services (including mobile operations) and vending machines facilities at East Los Angeles College, Los Angeles City College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles Valley College, West Los Angeles College and vending and mobile food operations facilities at Los Angeles Harbor College, Los Angeles Mission College and vending food services facilities only at Los Angeles Trade-Technical College for an up to ten (10) year term.

Lease term shall begin on or around October 1, 2017 upon mutually agreed upon lease terms between the District and Pacific Dining Food Service Management. Rental amounts shall be based on a 7% monthly percentage commission on all net café and catering sales and 10% monthly percentage commission on all net outside catering sales to outside groups or off-campus catering plus \$1,000 scholarship contributions annually to each of the nine (9) colleges, and in-kind catering of \$1,000 annually to all campus administrations and \$500 of in-kind catering annually to all associated student governing bodies with \$25,000 allocated to both Los Angeles City College and Los Angeles Southwest College for café dining improvements (see

Recommended by: 
David Salazar, Chief Facilities Executive

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **FPD2**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: September 6, 2017

Attachment I for specific lease areas). Vending and mobile catering truck facilities rental rates shall be based on various rates and vendors proposed and agreed upon by the colleges and Pacific Dining Food Service Management (see Attachment II for lease rates for vending machines and mobile catering trucks).

Background

On October 5, 2016 (Com. No. BSD2), the Board of Trustees approved a resolution authorizing the issuance of a Request for Proposal (RFP) for joint occupancy of real property at East Los Angeles College (including Corporate Center and Southgate Center), Los Angeles City College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College and West Los Angeles College.

On June 7, 2017 [Com. No. BSD2 (IV)], the Board of Trustees approved an Intent to Award the joint occupancy lease to Pacific Dining Food Service Management ("Pacific Dining"). On June 15, 2017, Trimana and Falafelicious Catering presented written protests of the award to Chancellor Rodriguez. On June 30, 2017, the Chancellor denied both protests and affirmed the original award. On July 6, 2017 and July 10, 2017, Falafelicious and Trimana appealed to the Board of Trustees. On August 9, 2017 (Com. No. BT6), a public hearing was held at which time Trimana and Falafelicious offered public testimony to the Board of Trustees protesting the award. Pacific Dining responded with testimony supporting the Chancellor's decision and members of the public were allowed to comment on the topic.

Having heard the appeals and considered the information presented, the Board of Trustees may now take action to waive any and all irregularities, deny the appeals, uphold the award, and authorize the lease agreement with Pacific Dining. Alternatively, the Board may grant the final appeals and provide further direction to staff.

The activities of the lessee will be secondary to the academic programs of the Los Angeles Community College District.

LEASED AREAS

This joint occupancy is comprised of approximately fifteen thousand two hundred and 6 (15,206) square feet of space located within the northern portion of the first and third floors of its Student Services Building and on the east side of the Economic and Workforce Development Building "Tully's" including an adjacent patio located on the south side of the campus and vending machines situated as follows:

Six 3 X 3 foot pads at Administration Building (near Sheriff's Office),
Two 3 X 3 foot pads at Administration Building (near Business Office),
Thirteen 3 X 3 foot pads at Da Vinci Hall,
Two 3 X 3 foot pads at Men's P.E. Building,
Four 3 X 3 foot pads at Communications Building,
One 3 X 3 foot pad at Theater Arts Building,
Two 3 X 3 foot pads at Science tech Building and
Two 3 X 3 foot pads at Student Service Village
at Los Angeles City College.

This joint occupancy is comprised of approximately eight thousand nine hundred and fifty-ones (8,951) square feet of space on the first and second floors of its Campus Center Bookstore Building which includes an adjacent outdoor patio area located north of the Bailey Library Building and vending machines situated as follows:

Two 3 X 3 foot pads at B5 Stadium,
Six 3 X 3 foot pads at C2 Complex,
Two 3 X 3 foot pads at D5 Swimming Stadium,
Two 3 X 3 foot pads at E3 Student Center,
One 3 X 3 foot pad at G9 Nursing Building,
Two 3 X 3 foot pads at G1 Administration Building,
One 3 X 3 foot pad at H9 Plant Facilities Building,
Three 3 X 3 foot pads at K7 Math & Chemistry Building,
Two 3 X 3 foot pads at Corporate Center parking garage,
Three 3 X 3 foot pads at South Gate in main hallway
at East Los Angeles College and Corporate Center and South Gate Center

This joint occupancy is comprised of approximately one hundred and sixty-two (square feet of space for vending machines situated as follows:

Two 3 X 3 foot pads at Plant Facilities Building,
Six 3 X 3 foot pads at general Classroom Snack Bar,
Eight 3 X 3 foot pads at Cafeteria Building, and
Two 3 X 3 foot pads at PE/Wellness Building

at Los Angeles Harbor College

This joint occupancy is comprised of approximately one hundred and ninety-eight (198) square feet of space for vending machines situated as follows:

Two 3 X 3 foot pads at Collaborative Studies Building, near side entrance doors,

Three 3 X 3 foot pads at Culinary Arts Institute,

Four 3 X 3 foot pads at Campus Center,

Four 3 X 3 foot pads at Instructional Arts Building (north Atrium),

Three 3 X 3 foot pads at Health and Fitness Center (first floor),

One 3 X 3 foot pad at Health and Fitness Center (2nd floor),

Two 3 X 3 foot pads at Center for Math and Science (2nd floor),

Two 3 X 3 foot pads at Learning Resource center (entrance foyer),

One 3 X 3 foot pad at Plant Facilities Bungalow

at Los Angeles Mission College

This joint occupancy is comprised of approximately twelve thousand two hundred and forty-seven (12,247) square feet of space situated within the northern portion of the first floor of the Library Learning Crossroads Building with adjacent outdoor patio space on the north side of campus for food services and vending machines situated as follows:

Two 3 X 3 foot pads at Auto Shop,

Two # X 3 foot pads at Behavioral Science Building,

Three 3 X 3 foot pads at new Library Learning Crossroads Building,

Five 3 X 3 foot pads at old Library (north end),

Three 3 X 3 foot pads at old Library (Center),

Five 3 X 3 foot pads at Center for the Sciences,

Three 3 X 3 foot pads at North Gym,

Six 3 X 3 foot pads at South Gym (lobby),

Eight 3 X 3 foot pads at the Village,

Two 3 X 3 foot pads at Fine Arts Building,

Three 3 X 3 foot pads at Music Building,

Two 3 X 3 foot pads at Plant Facilities Building

at Los Angeles Pierce College

This joint occupancy is comprised of approximately one thousand nine hundred and ninety-one (1991) square feet located on the second floor of the Cox Building including outdoor patio at Southwest College and vending machines located as follows:

Two 3 X 3 foot pads at Technical Education Building (1st floor)

Four 3X3 foot pads at Academic Village.

at Los Angeles Southwest College

This joint occupancy is comprised of approximately one hundred and eighty two (182) square feet of space for vending machines situated as follows:

Four 3X3 foot pads at Cypress Hall (south side)

Two 3X3 foot pads at Cypress Hall (north side)

Three 3X3 foot pads at Mariposa Hall (mail room)

Four 3X3 foot pads at Redwood Hall (south side)

Two 3X3 foot pads at Magnolia Hall (west side)

Three 3X3 foot pads at Cedar Hall (lobby)

Two 3X3 foot pads at Willow Hall (east side)

at Los Angeles Trade-Technical College

This joint occupancy is comprised of approximately ten thousand four hundred and fifty-six (10,456) square feet of kitchen serving and indoor dining areas on the northeast side of the Student Union Building with an adjacent outdoor patio College and vending machines situated as follows:

Two 3X3 foot pads at Maintenance & Operations

Two 3X3 foot pads at Theatre Art

Five 3X3 foot pads at Campus Center (Monarch Hall)

Two 3X3 foot pads at Campus Center North

Three 3X3 foot pads at Community Services Center

Six 3X3 foot pads at Business Journalism

Four 3X3 pads at Student Union

Two 3X3 foot pads at Emergency Services Training

Four 3X3 foot pads at Behavioral Sciences

Two 3X3 foot pads at Allied Health

at Los Angeles Valley College

This joint occupancy is comprised of approximately seven thousand and twelve (7,012) square feet of real property situated in the west end of the first floor in the Student Services Center for food services and the vending machines situated at follows:

Five 3X3 foot pads at HLRC (Ground floor, exterior)

Two 3X3 foot pads at CE (2nd floor extension)

Four 3X3 foot pads at SSB/Café Dining Room

One 3X3 foot pad at PEC N (exterior)

Two 3X3 foot pad at PEC N (lobby)

One 3X3 foot pad at PEC S (lobby)

One 3X3 foot pad at Lot 5

One 3X3 foot pad at A15

at West Los Angeles College

Vending and Mobile Catering Rental Rates

(Please see Exhibits A, B, and C)

FINANCIAL CAPACITY

First Class Vending has the financial capacity to undertake the investment required for all nine colleges in the District. Our financial documents were provided in the RFQ process as required, which demonstrate the financial strength of our company. It is our intention to provide the vending services for the prime contractor at each of the colleges.

<u>Location</u>	<u>Lease Fee Paid</u>	<u>Commission</u>
Trade Tech	\$50	36%
Pierce	\$35	36%
East L.A.	\$25	36%
City	\$35	36%
Harbor	\$25	30%
Mission	\$25	20%
Southwest	\$25	25%
Valley	\$50	36%
West L.A.	\$25	36%



— LA MOBILE CATERING INC —

L.A. MOBILE CATERING, INC.

FLAT RATE MOBILE CATERING PROPOSAL

TO: HONORABLE BOARD OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT,

The following outline of proposed yearly FLAT RATE PAYMENTS is respectfully submitted by L.A. MOBILE CATERING, INC. to be considered in conjunction with our WRITTEN PROPOSAL FOR DISTRICT WIDE FOOD SERVICES UNDER A JOINT OCCUPANCY LEASE WITH LACCD.

1. City Community College	\$16,500.00
2. East LA Community College	\$24,000.00
3. Harbor Community College	\$16,000.00
4. Mission Community College	\$6,000.00
5. Pierce Community College	\$12,000.00
6. Southwest Community College	\$18,000.00
7. Valley Community College	\$8,000.00
8. West Community College	\$7,000.00

The foregoing proposed "Flat Rate" yearly fees are premised on the following on site facts, the above figures are estimates based information provided by the District:

- A. City College has no functioning cafeteria on the premises.
- B. East L.A. College has a cafeteria but has no functioning kitchen on the premises.
- C. Harbor College has a cafeteria which is operated for teaching (culinary) arts and skills.
- D. Mission College apparently has no plans for a catering truck at the present time.
- E. Pierce College has a cafeteria and the catering truck will set up opposite that cafeteria.
- F. Southwest College has no cafeteria at this time.
- G. Valley College has a cafeteria and the catering truck will set up opposite that cafeteria.

EXHIBIT C FOR ATTACHMENT II – COM. NO. FPD2

supports school programs and events.

Proposed Terms of Operation

Mr. Hatikyan would like to continue serving LACC as an on-campus lunch truck, and became the preferred vendor catering truck for LACC. The following terms are proposed:

1. Operation Fee
 - a. \$120.00 fee per working day to operate lunch truck on campus;
2. Hours of Operation
 - a. Fall/Spring: Monday-Thursday 8:00am to 6:30pm
 - b. Summer: Monday-Thursday 8:00am to 3:30pm;
3. Cuisines
 - a. American Traditional, Mexican, & Middle Eastern

Harout "Harry" Hatikyan 04/15/17



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. HRD1

Division: HUMAN RESOURCES

Date: September 6, 2017

Subject: **PERSONNEL SERVICES ROUTINE ACTIONS**

	Total (This Report)	Total (07-01-17 to Date)
1. Academic Service: (Faculty, Academic Administration, Academic Supervisors)	788	1182
2. Classified Service: (Clerical, technical, supervisors, maintenance & operations, trades, classified managers, confidential)	125	192
3. Unclassified Service: (Student workers, professional experts, community services staff, community recreation)	<u>2303</u>	<u>3021</u>
Total:	3216	4395

DATE RANGE: July 11, 2017 – August 7, 2017

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

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

Karen Martin, Personnel Director
Personnel Commission

Recommended by:

Albert J. Román, Vice Chancellor

Approved by:

Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Verez _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. HRD2

Division: HUMAN RESOURCES

Date: September 6, 2017

Subject: **AUTHORIZE EXECUTIVE EMPLOYMENT ACTIONS**

I. AUTHORIZE EXTENSION OF CONTRACT FOR COLLEGE PRESIDENT

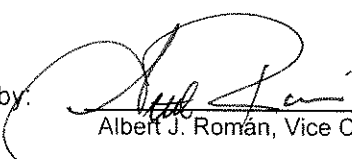
Authorize an extension of employment contract for Dr. Denise Noldon, Interim President of Los Angeles Southwest College to expire on June 30, 2018 or until a permanent president is selected.

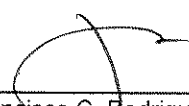
Background: The resignation of the regular president created a vacancy in the presidency at Los Angeles Southwest College in July 2016. Dr. Noldon has served as interim President at Los Angeles Southwest College since August 2016, as interim vice president of student services at Laney College in Oakland, CA and as interim vice chancellor of student services and special programs at the California Community Colleges Chancellor's Office in Sacramento.

The Chancellor recommends that the Board extend this employment contract for Dr. Noldon.

II. AUTHORIZE PRESIDENTIAL SELECTION PROCESS FOR LOS ANGELES CITY COLLEGE

Authorize the Chancellor to conduct a search for a new President at Los Angeles City College, with a target date for completion of December 31, 2017. The search will be conducted pursuant to Board Rule 10308.

Recommended by: 
Albert J. Roman, Vice Chancellor

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. HRD2	Division: HUMAN RESOURCES	Date: September 6, 2017
---------------	---------------------------	-------------------------

III. AUTHORIZE PRESIDENTIAL SELECTION PROCESS FOR LOS ANGELES SOUTHWEST COLLEGE

Authorize the Chancellor to conduct a search for a new President at Los Angeles Southwest College, with a target date for completion of June 30, 2018. The search will be conducted pursuant to Board Rule 10308.



Board of Trustees

Los Angeles Community College District

ACTION

Com No. **ISD1**

Division **EDUCATIONAL SUPPORT SERVICES**

Date **September 6, 2017**

Subject: **APPROVE NEW EDUCATIONAL COURSES AND PROGRAMS**

I. APPROVE NEW CREDIT COURSES

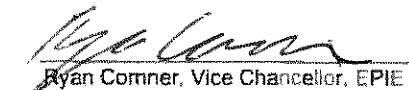
<u>Course</u>	<u>Title, Units and College</u>	<u>Transferability</u>
ENGLISH 265	Asian Pacific Islander American Literature and Popular Culture (3 Units) HARBOR	UC/CSU
CO INFO 581	Personal Computer Upgrade and Repair (3 Units) PIERCE	CSU
ENTREP 600	Psychology of Success for Entrepreneurs (3 Units) SOUTHWEST	UC/CSU
ENTREP 604	Venture Growth Strategies (3 Units) SOUTHWEST	CSU

II. RATIFY ADDITIONS TO EXISTING CREDIT COURSES

The following is a college addition of individual credit courses which have been previously adopted by the Board of Trustees.

<u>Course</u>	<u>Title, Units and College</u>	<u>Transferability</u>
KIN MAJ 117	Personal Trainer Instructor (3 Units) CITY	CSU
ENGLISH 270	Science Fiction – Fantasy (3 Units) HARBOR	UC

Recommended by:  **NAJA ELKHOURY**
Angela Esquivel, President, DAS


Ryan Corner, Vice Chancellor, EPIE

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. ISD1

Division: EDUCATIONAL SUPPORT SERVICES

Date: September 6, 2017

<u>Course</u>		<u>Title, Units and College</u>	<u>Transferability</u>
ADDICST	001	Understanding Addiction and Counseling (3 Units) WEST	NT
ADDICST	007	Addiction Treatment and Recovery (3 Units) WEST	NT
ADDICST	016	Continuing Recovery: Strategies and Basic Skills (3 Units) WEST	NT
ADDICST	010	Addiction and the Family (3 Units) WEST	NT
ENG GEN	220	Electrical Circuit I (4 Units) WEST	UC/CSU
KIN	328-1	Bicycle Spin I (1 Unit) CITY	NT
KIN	328-2	Bicycle Spinning II (1Unit) CITY	NT
ACCTG	019	Ethics for Acct Prof (2 Units) CITY	NT
COMM	105	Critical Thinking (3 Units) CITY	CSU
MUSIC	661	Comm Guitar I (2 Units) CITY	UC/CSU
MUSIC	664	Comm Guitar IV (2 Units) CITY	UC/CSU
INTRDGN	114	Material Stand Spec (3 Units) WEST	NT
INTRDGN	108A	Res. Space Plan. (3 Units) WEST	NT
INTRDGN	107	Color for Interiors (3 Units) WEST	NT
ADDICST	004	Addiction Cou Ethics (3 Units) WEST	NT

Board of Trustees

Los Angeles Community College District

Com. No. ISD1

Division: EDUCATIONAL SUPPORT SERVICES

Date: September 6, 2017

<u>Course</u>		<u>Title, Units and College</u>	<u>Transferability</u>
ANTHRO	111	Laboratory in Human Biological Evolution (2 Units) TRADE	NT

III. APPROVE NEW EDUCATIONAL CREDIT PROGRAM

West Los Angeles College

- A. Associate in Science in Public Health Science – A.S.-T (60 units)

IV. APPROVE NEW EDUCATIONAL NONCREDIT PROGRAMS

Los Angeles Trade Technical College

- A. Lube Technician Certificate of Completion (0 units)
B. Sewing Operator Certificate of Completion (0 units)

V. APPROVE NEW EDUCATIONAL NONCREDIT COURSES

<u>Course</u>		<u>Title, Units and College</u>	<u>Transferability</u>
OLD ADL	700CE	Community Large Ensemble (0 Unit) HARBOR	NT

VI. DISCONTINUANCE OF EXISTING EDUCATIONAL PROGRAMS

Los Angeles Valley College

Los Angeles Valley College is requesting the discontinuance of the following programs:

- A. Associates of Science in Solar Energy Design and Management
B. Certificate of Achievement in Solar Energy Design & Management

The college has established that there is no student demand for the Associates of Science in Solar Energy Design and Management. Further, the job market for solar installer, and the like, has gone soft.

Board of Trustees

Los Angeles Community College District

Com. No. **ISD1**

Division: **EDUCATIONAL SUPPORT SERVICES**

Date: September 6, 2017

The college has established that there is no demand for the Certificate of Achievement in Solar Energy Design & Management. No student has completed the Certificate of Achievement in the entire time it has been offered.

Discontinuance of these programs will have no impact on students as there is no one actively seeking completion in either program. Discontinuance was approved by Valley College's Academic Senate on June 19, 2017.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. ISD2

Division: EDUCATIONAL SUPPORT SERVICES

Date: September 6, 2017

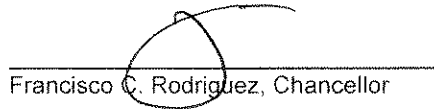
Subject: APPROVE NEW COMMUNITY SERVICES OFFERINGS

Approve the following new Community Services course offerings as submitted by West Los Angeles College, as listed in Attachment 1.

Recommended by:


Ryan M. Cornner, Vice Chancellor

Approved by:


Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Veres _____
Hoffman _____	Svonkin _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

West Los Angeles College

VOCATIONAL

COURSE NAME	DESCRIPTION
ASE Technician Test Preparation (TTP) Truck Series: T1 Gasoline Engines	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Gasoline Engines (T1).
ASE Technician Test Preparation (TTP) Truck Series: T2 Diesel Engines	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Diesel Engines (T2).
ASE Technician Test Preparation (TTP) Truck Series: T3 Drive Train	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Drive Train (T3).
ASE Technician Test Preparation (TTP) Truck Series: T4 Brakes	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Brakes (T4).
ASE Technician Test Preparation (TTP) Truck Series: T5 Suspension/Steering	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Steering/Suspension (T5).
ASE Technician Test Preparation (TTP) Truck Series: T6 Electrical & Electronic Systems	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Electrical and Electronic Systems (T6).
ASE Technician Test Preparation (TTP) Truck Series: T7 Heating, Ventilation, and Air Condition	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Heating, Ventilation, and Air Condition (T7).

COURSE NAME	DESCRIPTION
ASE Technician Test Preparation (TTP) Truck Series: T8 Preventative Maintenance	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Preventative Maintenance (T8).
ASE Technician Test Preparation 2.0 (TTP2): Auto Maintenance and Light Repair (G1)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Auto Maintenance and Light Repair (G1).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Exhaust Systems (X1)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Exhaust Systems (X1).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Light Vehicle Diesel Engines (A9)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Light Vehicle Diesel Engines (A9).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Manual Drive Trains and Axles (A3)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Manual Drive Trains and Axles (A3).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Automatic Transmissions and Transaxles (A2)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Automatic Transmissions and Transaxles (A2).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Bilingual Advanced Engine Performance (L1)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Advanced Engine Performance (L1).

COURSE NAME	DESCRIPTION
ASE Technician Test Preparation 2.0 (TTP2): Automotive Brakes (A5)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Brakes (A5).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Electrical/Electronic Systems (A6)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Electrical/Electronic Systems (A6).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Engine Performance (A8)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Engine Performance (A8).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Engine Repair (A1)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Engine Repair (A1).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Heating and Air Conditioning (A7)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Heating and Air Conditioning (A7).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Parts Specialist (P2)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Parts Specialist (P2).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Service Consultant (C1)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Service Consultant (C1).
ASE Technician Test Preparation 2.0 (TTP2): Automotive Suspension Steering (A4)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Automotive Suspension & Steering (A4).

COURSE NAME	DESCRIPTION
ASE Technician Test Preparation 2.0: Medium/Heavy Duty Truck Electronic Diesel Diagnosis (L2)	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Medium/Heavy Duty Truck Electronic Diesel Diagnosis (L2).
ASE Technician Test Preparation H1 Compressed Natural Gas Engines	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Natural Gas Engines.
ASE Technician Test Preparation H2 Diesel Engines	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Diesel Engines.
ASE Technician Test Preparation H3 Drive Train	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Drive Train.
ASE Technician Test Preparation H4 Brakes	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Brakes.
ASE Technician Test Preparation H5 Suspension and Steering	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Suspension and Steering.
ASE Technician Test Preparation H6 Electrical/Electronic Systems	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Electrical/Electronic Systems.
ASE Technician Test Preparation H7 Heating, Ventilation, and Air Conditioning	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Heating, Ventilation, and Air Conditioning.
ASE Technician Test Preparation H8 Preventive Maintenance	Students in this class will learn how to prepare for the Automotive Service Excellence (ASE) Technician certification exams, focusing on Transit Bus Preventative Maintenance.

HEALTH

COURSE NAME

**Homeopathy &
Children**

DESCRIPTION

Students in this class will learn about the side effects of conventional medications used to treat common childhood maladies, from sniffles and sneezes, to teething pain and bug bites, and will be introduced to alternative homeopathic treatments and basic first aid knowledge.

GENERAL EDUCATION

COURSE NAME

**Advanced Scrunch &
Run: Indigo Dyeing**

DESCRIPTION

Students in this class will learn about how the process of dyeing with indigo differs from most other immersive dyes, and they will develop the skills to create their own special pieces.

Advanced Batik

Students in this class will learn how to create additional colors, as well as their own batik stamps.

Advanced Shibori

Students in this class will learn how to reserve or remove colors to create designs.

**Gymnastics: Flips 4
Dance (for children)**

Students in this class will learn how to perfect their tumbling skills, concentrating on the tumbling skills that are unique to dance: including front and back walkovers, front and side aerials, illusions and handsprings.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. PC1

Division PERSONNEL COMMISSION

Date: September 6, 2017

Subject: PERSONNEL COMMISSION ACTION

I. Classification Study

A. Concur with the action of the Personnel Commission to reclassify EN 797318 from Assistant Administrative Analyst to Administrative Analyst, effective April 23, 2017.

Assistant Administrative Analyst

\$4,991.40	\$5,265.92	\$5,555.55	\$5,861.11	\$6,183.47	Monthly
\$59,896.80	\$63,191.04	\$66,666.60	\$70,333.32	\$74,201.64	Annually

Administrative Analyst

\$6,183.47	\$6,523.56	\$6,882.35	\$7,260.88	\$7,660.23	Monthly
\$74,201.64	\$78,282.72	\$82,588.20	\$87,130.56	\$91,922.76	Annually

BACKGROUND: In accordance with provisions of the AFT Contract and Education Code, Personnel Commission staff conducted an audit. The audit determined that the duties and responsibilities of the incumbent fall within the classification of Administrative Analyst. The position is located in the Administrative Services Department at Los Angeles Harbor College. The 2016-17 fiscal year cost of this action is approximately \$765.20. The 2017-18 fiscal year cost of this action is approximately \$4,081.08.

Recommended by: Karen Martin / MS
Karen J. Martin, Personnel Director

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____ Student Trustee Advisory Vote



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **BF3**

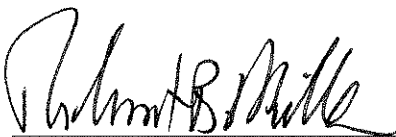
Division: **BUSINESS AND FINANCE**


Date: September 6, 2017

Subject: **ADOPT 2017-2018 FINAL BUDGET**

Adopt the 2017-2018 Final Budget and authorize staff to file same with the California Community College Chancellor's Office and the County Office of Education no later than September 30, 2017.

Background: The governing board of the Los Angeles Community College District must adopt the budget no later than September 15, 2017 and will hold a public hearing on the Proposed Budget of the District for the year ending June 30, 2018 prior to final adoption as required by Section 58301 of Title 5, California Code of Regulations.

Recommended by: 
Robert B. Miller, Vice Chancellor

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote



Board of Trustees

Los Angeles Community College District

ACTION

Noticed: August 9, 2017

Com No. CH1

Division: Chancellor

Action Date: September 6, 2017

SUBJECT: REVISE BOARD RULE CHAPTER VI, ARTICLE II, ET. SEQ.

6200. AUTHORIZATION.

The Board of Governors of the California Community Colleges has authorized the Los Angeles Community College District Board of Trustees to confer the degrees of Associate in Arts, ~~and Associate in Science~~, Associate Degrees for Transfer and Certificates of Achievement.

5 C.C.R. section 55806

6201. ASSOCIATE DEGREE REQUIREMENTS.

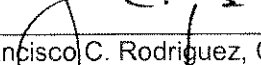
The awarding of an Associate Degree symbolizes a successful attempt on the part of the college to lead students through patterns of learning experiences. Among these are the ability to think and to communicate clearly and effectively both orally and in writing; to use mathematics; to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems; and to develop the capacity for self-understanding.

5 C.C.R. section 55806

6201.10 Unit Requirement.

A minimum of 60 semester units of course credit in a selected curriculum with at least 18 semester units of study in a major or area of emphasis and at least 18 semester units of study in general education.

Associate degrees for transfer, as defined in California Education Code §66746, must be aligned with transfer model curricula as approved by the State Chancellor and must require 60 semester units for completion, with at least 18 units of study in a major/area of emphasis and completion of Intersegmental General Education Transfer Curriculum (IGETC) or California State University General Education Breadth Requirements.

Approved by  _____
Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By: _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

6201.11 Residency Requirement.

Students must complete no fewer than 12 units at the college conferring the degree.

Exceptions to residence requirements for the associate degree may be made by the governing board when it determines that an injustice or undue hardship would be placed on the student.

6201.4412 Scholarship Requirement.

A "C" (2.0) grade average or better in all work attempted in the curriculum upon which the degree is based. Effective for all students admitted for the Fall 2009 term or any term thereafter, each course counted toward the major requirements must be completed with a grade of "C" or better or a "P" if the course is taken on a "pass-no pass" basis.

6201.4213 Competency Requirement.

Students entering prior to Fall 2009 must demonstrate competence in reading, in written expression, and in mathematics. This requirement may be met by achieving a grade of "C" or better in appropriate courses, recommended by the District Academic Senate, and approved by the Chancellor or by achieving a passing score on an examination or examinations recommended by the District Academic Senate and approved by the Chancellor.

Effective for all students entering on or after the Fall 2009 semester, competence in written expression shall be demonstrated by obtaining a satisfactory grade in English 101, or another English course at the same level and with the same rigor as recommended by the District Academic Senate and approved by the Chancellor. Competence in mathematics shall be demonstrated by obtaining a satisfactory grade in Mathematics 125 (Intermediate Algebra), or another mathematics course at the same level and rigor, or higher, and with elementary algebra or higher as a prerequisite, as recommended by the District Academic Senate and approved by the Chancellor.

The competency requirements in written expression or mathematics may also be met by completing an assessment, conducted pursuant to Title 5, CCR, section 55500 and achieving a score determined to be comparable to satisfactory completion of English 101 or Mathematics 125 respectively. That is, students may either place into English or mathematics courses above level of English 101 or Mathematics 125.

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

The competency requirements may also be met by obtaining a satisfactory grade in courses with English and mathematics content (but taught in subjects other than English and mathematics), which require entrance skills at a level equivalent to those necessary for English 101 and Mathematics 125, respectively, and are taught at the same level and with the same rigor. The District Academic Senate shall recommend such courses to the Chancellor for approval.

6201.1314 Degree and Certificate Requirements-Conferring the Degree when offered at multiple LACCD Colleges

Degree Requirements:

- a. ~~Students must complete no fewer than 12 units at the college conferring the degree.~~
- b. When the same major is offered at multiple colleges in the LACCD, the degree shall be conferred by the college where the student has taken the majority (greater than 50.0%) of units in the major. When units are split equally among two or more colleges, the college where the student was last enrolled shall award the degree.
- c.a. ~~Exceptions to residence requirements for the associate degree may be made by the governing board when it determines that an injustice or undue hardship would be placed on the student.~~

Certificate of Achievement Requirements:

- a. ~~Certificates of Achievement shall be awarded by the college where the majority (greater than 50.0%) of the certificate units were taken. When units are split equally among two or more colleges, the college where the student was last enrolled shall award the degree and/or certificate. The CSUGE Breadth Certificate of Achievement and IGETC Certificate of Achievement are exempt from this requirement. The college that certifies completion of either of these plans may award the Certificate of Achievement to the student regardless of the number of units completed at the certifying college.~~

~~Automatic Awarding of Certificates of Achievement:~~

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

~~Students who have completed the degree requirements for which there is a paired Certificate of Achievement or other State approved and transcribed certificate(s), will be awarded the certificate(s) automatically.~~

6201.1415 General Education Requirement.

- a. General Education is designed to introduce students to the variety of means through which people comprehend the modern world.
- b. Developing and implementing a specific philosophy of General Education is a responsibility of each college, since each must be sensitive to the unique educational needs and learning environment of its students. Each college shall publish its statement of philosophy in their catalog.
- c. The following three general education plans are offered at the colleges of the Los Angeles Community College District: the LACCD General Education Plan; the California State University General Education Breadth Plan (CSU GE-Breadth Plan); the Intersegmental General Education Transfer Curriculum (IGETC).

LACCD General Education Plan

This associate-level general education plan is appropriate for students planning to earn an associate degree who do not plan to transfer to a 4-year institution.

At least 21 semester/28 quarter units of general education coursework must be completed in the following areas, to include an ethnic studies course in at least one of the areas:

Area A: Natural Sciences (3 semester/4 quarter units minimum)

Courses in the natural sciences are those which examine the physical universe, its life forms, and its natural phenomena. This category includes introductory or integrative courses in astronomy, biology, chemistry, general physical science, geology, meteorology, oceanography, physical geography, physical anthropology, physics and other scientific disciplines.

Area B: Social and Behavioral Sciences and American Institutions (6 semester/8 quarter units minimum)

Courses in the social and behavioral sciences are those which focus on people as members of society. This category includes introductory or integrative survey courses in cultural anthropology, cultural

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

geography, economics, history, political science, psychology, sociology and related disciplines.

B1: American Institutions (3 semester/4 quarter units minimum)

B2: Social and Behavioral Sciences (3 semester/4 quarter units minimum)

Area C: Humanities (3 semester/4 quarter units minimum)

Courses in the humanities are those which study the cultural activities and artistic expressions of human beings. Such courses include introductory or integrative courses in the arts, foreign languages, literature, philosophy, and religion.

Area D: Language and Rationality (6 semester/8 quarter units minimum)

Courses in language and rationality are those which develop for the student the principles and applications of language toward logical thought, clear and precise expression and critical evaluation of communication in whatever symbol system the student uses.

Such courses include:

D1: English Composition (3 semester/4 quarter units minimum)

D2: Communication and Analytical Thinking (3 semester units/4 quarter units minimum)

Area E: Health and Physical Education (3 semester units/4 quarter units minimum)

E1: Health Education (one course minimum) The Health Education requirement may also be met by successful completion of all the major requirements for the Registered Nursing Program.

E2: Physical Education Activity (1 semester/1 quarter unit minimum)

A college may adopt and publish policies and procedures, through collegial consultation with the college Academic Senate, which would allow a student to reduce their General Education requirement for the AA/AS degree to the 18-unit minimum as required by Title 5, provided the following conditions are met:

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division	Chancellor	Action Date: September 6, 2017
--------------	----------	------------	-----------------------------------

- 1) The total units *required for the major* are 42 or greater, with none of the major coursework eligible for double-counting in a General Education area;
- 2) The student, during their last semester as part of the petition to graduate process, requests to have 3 units of General Education waived; and
- 3) The student completes a minimum of 3 semester/4 quarter units from each of Areas A through C and a minimum of 3 semester/4 quarter units from each of Areas D1 and D2 as listed above.

California State University General Education Breadth Plan (CSU GE-Breadth Plan)

The CSU General Education-Breadth (GE- Breadth) program allows California community college transfer students to fulfill lower-division general education requirements for any CSU campus prior to transfer. This plan is governed by the California State University system.

The 39 semester/58 quarter units required for CSU GE-Breadth are distributed as follows:

Area A: English Language Communication and Critical Thinking

Minimum 9 semester units or 12 quarter units – one course in each subarea

- A1 Oral Communication (~~3 semester units or 4 quarter units~~)
- A2 Written Communication (~~3 semester units or 4 quarter units~~)
- A3 Critical Thinking (~~3 semester units or 4 quarter units~~)

Area B: Scientific Inquiry and Quantitative Reasoning

Minimum of 9 semester units or 12-15 quarter units – one course each in subareas B1, B2, and B4, plus laboratory activity related to one of the completed science courses.

- B1 Physical Science
- B2 Life Science

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

B3 Laboratory Activity (associated with a course taken to satisfy either B1 or B2)

B4 Mathematics/Quantitative Reasoning

Area C: Arts and Humanities

Minimum of 9 semester units or 12-15 quarter units – at least one course completed in each of these two subareas:

C1 Arts: Arts, Cinema, Dance, Music, Theater

C2 Humanities: Literature, Philosophy, Languages Other than English

Area D: Social Sciences

Minimum of 9 semester units or 12-15 quarter units

Area E: Lifelong Learning and Self- Development

Minimum of 3 semester units or 4 quarter units

Intersegmental General Education Transfer Curriculum

The Intersegmental General Education Transfer Curriculum is a general education program that California Community College transfer students can use to fulfill lower-division general education requirements at a California State University or University of California campus.

This policy is governed by the Intersegmental Committee of the Academic Senates (ICAS).

The IGETC requires completion of a minimum of 37 semester/49 quarter units of courses in the following areas:

AREA 1 – ENGLISH COMMUNICATION

1A: English Composition (one course – 3 semester or 4-5 quarter units)

1B: Critical Thinking – English Composition (one course – 3 semester or 4-5 quarter units)

1C: Oral Communication (CSU requirement only) (one course – 3 semester or 4-5 quarter units)

AREA 2A – MATHEMATICAL CONCEPTS & QUANTITATIVE REASONING (one course – 3

semester or 4-5 quarter units)

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

AREA 3 – ARTS AND HUMANITIES (3 courses,
with one from the Arts and one from the Humanities. 9 semester
or 12-15 quarter units)

3A: ARTS

3B: HUMANITIES

AREA 4 – SOCIAL and BEHAVIORAL SCIENCES

(3 courses from at least two academic disciplines. 9 semester or 12-15
quarter units)

AREA 5 – PHYSICAL and BIOLOGICAL

SCIENCES (2 courses, with one from the Physical Science and one
from the Biological Science, at least one of the two courses must
include a laboratory. 7-9 semester units or 9- 12 quarter units)

5A: PHYSICAL SCIENCE

5B: BIOLOGICAL SCIENCE

AREA 6 – LANGUAGE OTHER THAN ENGLISH

(UC Requirement Only) (Proficiency equivalent to two years of high
school study in the same language.)

6201.4516 The colleges of the LACCD shall not impose any requirements
in addition to the CSUGE plan or IGETC requirements, including
any local college or district requirements, for students
completing either of these general education plans for an
associate degree

6201.4617 **Graduation Requirements for Associate Degree in Nursing.**

To obtain an associate degree in nursing, students who have
baccalaureate or higher degrees from a United States regionally
accredited institution of higher education are only required to
complete the course work that is unique and exclusively
required for completion of the registered nursing program,
including prerequisites and nursing course work.

These students are not to be required to complete any other
courses required by the college for an associate degree.

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

6201.4718 Double-Counting Of Coursework.

A course may only be counted once for General Education purposes. However, a course may be used to simultaneously satisfy both a General Education requirement and a major/area of emphasis requirement. There is no limit on the number of courses that may be used simultaneously in this manner.

Students may also simultaneously apply the same course toward satisfaction of the LACCD General Education Plan, the CSU GE Breadth Certification requirements and the Intersegmental General Education Transfer Curriculum (IGETC) requirements.

6201.4819 Associate Degrees for Transfer and Local Associate Degrees.

A student who completes an Associate Degree for Transfer (ADT) in a particular major/area of emphasis may also be awarded a local associate in the same major/area of emphasis provided that the student completes any additional coursework required for the local associate degree.

6202 CERTIFICATE OF ACHIEVEMENT REQUIREMENTS

6202.10 Residency Requirement:

Students must complete a minimum of one-fifth of the units required for a certificate at the college conferring the certificate.

6202.11 Scholarship Requirement.

A "C" (2.0) grade average or better, or a "P" if the course is taken on a "pass-no pass" basis, in all work attempted in the curriculum upon which the certificate of achievement is based.

The CSUGE Breadth Certificate of Achievement is exempt from this requirement.

6202.12 Conferring the Certificate when offered at multiple LACCD Colleges

When multiple colleges in the LACCD offer identical Certificates of Achievement, as defined by Top Code, the certificate shall be

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

awarded by the college where the majority (greater than 50.0%) of the certificate units were taken. When units are split equally among two or more colleges, the college where the student was last enrolled shall award the certificate.

The CSUGE Breadth Certificate of Achievement and IGETC Certificate of Achievement are exempt from this requirement. The college that certifies completion of either of these plans may award the Certificate of Achievement to the student regardless of the number of units completed at the certifying college.

6202.13 Automatic Awarding of Certificates of Achievement:

Students who have completed the degree requirements for which there is a paired Certificate of Achievement or other State approved and transcribed certificate(s), will be awarded the certificate(s) automatically.

62023.CATALOG RIGHTS.

For these purposes, a catalog year is defined as beginning with the fall semester through the subsequent summer. A student remaining in continuous attendance in the Los Angeles Community College District may elect to satisfy the degree, certificate or graduation requirements in effect at the college from which the student will either earn his/her degree, certificate or graduate:

1. at the time the student began such attendance at the college, or
2. allow students to select an intervening catalog in years between the time the student began continuous attendance and time of graduation, or
3. at the time of graduation.

For the sole purpose of satisfying graduation competency requirements, students entering the Los Angeles Community College District prior to Fall 2009 who remain in continuous attendance within the LACCD may graduate from any LACCD College by satisfying graduation competency by either:

1. fulfilling competency requirements in place at the time the student began such attendance within the district, or
2. fulfilling competency requirements in place at the time of graduation.

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

For the purposes of implementing this policy, the college may develop a policy to:

1. authorize or require substitutions for discontinued courses; or
2. require a student changing his/her major to complete the major requirements in effect at the time of the change.

The college's policy shall be developed in consultation with the college Academic Senate in accordance with the provisions of Chapter XVIII of the Board Rules – ACADEMIC SENATE AND THE BOARD OF TRUSTEES SHARED GOVERNANCE POLICY, and published in all college catalogs under appropriate headings.

This policy does not apply to college programs which are governed or regulated by outside government agencies or which require licensure or certification through one of these agencies.

62034. CONTINUOUS ATTENDANCE.

“Continuous attendance” means no more than one semester absence within a school year, excluding Summer Sessions and Winter Intersession.

Students granted a “military withdrawal” under the provisions of Board Rule 6701.10, will be considered to be in “continuous attendance” for their required period of military service.

62045.. ADDITIONAL and CONCURRENT ASSOCIATE DEGREES.

Additional Associate Degrees: Students who have previously earned an associate degree from a United States regionally accredited institution will be granted an additional associate degree when the following requirements have been met:

1. Pursuant to catalog rights, described in Board Rule 6202, completion of all current degree requirements – i.e., scholarship, residency, competency, general education and major requirements.

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

2. For local associate degrees, completion of a minimum of six (6) units in the major at the college awarding the degree. For the Associate Degrees for Transfer (ADTs), there is no major unit minimum requirement that must be completed at the college awarding the degree.
3. Major course requirements completed in previous degrees awarded can be used again for additional degrees.
4. All courses that count towards the associate degree major or area of emphasis must be satisfactorily completed with a grade of "C" or higher or "P" (pass).
5. There is no limit to the number of additional associate degrees that can be awarded provided that all the above requirements have been met.
6. Completion of any additional requirements, including new units, as determined by the college through collegial consultation with the college Academic Senate in accordance with the provisions of Chapter XVII of the Board Rules – Academic Senate and the Board of Trustees Shared Governance Policy.

Concurrent degrees: Concurrent degrees are degrees awarded in the same semester. Students may petition and be awarded concurrent associate degrees in different majors if the following criteria are met:

1. Pursuant to catalog rights, described in Board Rule 6202, completion of all current degree requirements: scholarship, residency, competency, general education and major requirements.
2. There is no maximum number of concurrent degrees that a student may be awarded.
3. If a course is a major requirement for each concurrent degree, it may be applied toward satisfaction of each major degree requirement.

Board of Trustees

Los Angeles Community College District

Com. No. CH1	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

4. Completion of the General Education requirements for one associate degree will fulfill the general education requirements for concurrent degrees, if the same general education pattern applies to the additional degree. If each degree requires the completion of different general education patterns, the general education pattern of each degree must be fulfilled. Courses may be applied toward the general education requirements for each concurrent degree.
5. All courses that count towards the associate degree major or area of emphasis must be satisfactorily completed with a grade of "C" or higher or "P" (pass).
6. The LACCD does not offer double majors.

Amended 09-06-17



Board of Trustees

Los Angeles Community College District

ACTION

Noticed: August 9, 2017

Com No. CH2

Division: Chancellor

Action Date: September 6, 2017

SUBJECT: REVISE BOARD RULE CHAPTER VI, ARTICLE VII, ET. SEQ.

6700. GRADE SYMBOL DEFINITIONS AND CONDITIONS FOR USE.

Only the symbols in the grading scale given in this section shall be used to grade all courses.

Grades shall be averaged on the basis of the point equivalencies to determine a student's grade point average, using the following evaluative symbols:

Symbol	Definition	Grade Point
A	Excellent	4
B	Good	3
C	Satisfactory	2
D	Less than satisfactory	1
F	Failing	0
P	Pass (At least satisfactory – units awarded not counted in GPA. Has the same meaning as “CR” as that symbol was defined prior to June 30, 2007.) Applies to credit and noncredit courses.	
NP	No Pass (Less than satisfactory – units awarded but not counted in GPA. NP has the same meaning as “NC” as that symbol was defined prior to June 30, 2007.) Applies to credit and noncredit courses.	
SP	Satisfactory Progress towards completion of the course (used for noncredit courses only and is not supplanted by any other symbol)	
RD	Report Delayed (assigned only by the registrar when there is a delay in reporting the grade beyond the control of the student; a temporary notation to be replaced by a permanent symbol as soon as possible.)	
W	Withdrawal (the “W” symbol may be used to denote withdrawal in accordance with the requirements of section 55024.)	
MW	Military Withdrawal (the “MW” symbol may be used to denote Military Withdrawal in accordance with section 55024)	

Approved by _____

Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees

By: _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____

Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

Explanation of Symbols Without Impact on Grade Point

Average:

I Incomplete

Incomplete academic work for unforeseeable, emergency, and justifiable reasons at the end of the term may result in an "I" symbol being entered in the student's record. The condition for removal of the "I" and the grade which is assigned in lieu of shall be stated by the instructor in an Incomplete Grade Record.

This record shall be given to the student, with a copy on file in the college Admissions Office until the "I" is made up and a final grade assigned, or when one year has passed. The "I" symbol shall not be used in calculating units attempted nor for grade points. The "I" may be made up no later than one year following the end of the term in which it was assigned.

The student may petition for a time extension due to unusual circumstances.

IP In Progress

The "IP" symbol shall be used only in those courses which extend beyond the normal end of an academic term. It indicates that work is "in progress," but that assignment of a grade must await the course completion. The "IP" symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative grade and unit credit shall be assigned and appear on the student's record for the term in which the required work of the course is completed. The "IP" shall not be used in calculating grade point averages.

RD Report Delayed

The "RD" symbol may be assigned when there is a delay in reporting the grade beyond the control of the student. The "RD" may be assigned by the Dean of Student Services only. It is a temporary notation to be replaced by a permanent symbol as soon as possible.

W ~~Withdrawal and Military Withdrawal~~

Withdrawal from a class or classes shall be authorized through the last day of the fourteenth week of instruction or 75% of the time the class is scheduled to meet whichever is less.

No notation ("W" or other) shall be made on the record of a student who withdraws before the census date of the course.

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

Withdrawal between the end of the fourth week (or 30% of the time the class is scheduled to meet, whichever is less) and the last day of the fourteenth week of instruction (or 75% of the time the class is scheduled to meet, whichever is less) shall be authorized after informing the appropriate faculty. A student who remains in class beyond the fourteenth week or 75% of the time the class is scheduled shall be given a grade other than a "W", except in cases of extenuating circumstances.

After the last day of the fourteenth week (or 75% of the time the class is scheduled, whichever is less) the student may withdraw from class upon petition demonstrating extenuating circumstances and after consultation with the appropriate faculty.

Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the control of the student. Withdrawal after the end of the fourteenth week (or 75% of the time the class is scheduled, whichever is less) which has been authorized in extenuating circumstances shall be recorded as a "W".

For purposes of withdrawal policies, the term "appropriate faculty" means the Instructor of Record for each course in question or, in the event the instructor cannot be contacted, the department chair or equivalent faculty officer.

The "W" shall not be used in calculating units attempted nor for the student's grade point average.

"W's" will be used as factors in progress probation and dismissal.

A "W" shall not be assigned, or if assigned shall be removed, from a student's academic record, if a determination is made that the student withdrew from the course due to discriminatory treatment or due to retaliation for alleging discriminatory treatment or that the student withdrew because he or she reasonably believed that remaining in the course would subject him or her to discriminatory treatment or retaliation for alleging discriminatory treatment.

A student may not withdraw and receive a "W" symbol on his or her record more than three times for enrollment in the same course. A student may enroll again in the same course after having previously received the authorized number of "W" symbols in the same course, if a designated college official approves such enrollment after review of a petition filed by a student.

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

MW Military Withdrawal

The MW symbol may be used to denote military withdrawal

"Military Withdrawal" occurs when a student who is a member of an active or reserve United States military service receives orders compelling a withdrawal from courses. Upon verification of such orders, a withdrawal symbol may be assigned at any time after the period established by the governing board during which no notation is made for withdrawals. The withdrawal symbol so assigned shall be a "MW."

Military withdrawals shall not be counted in progress probation and dismissal calculations. "MW" shall not be counted for the permitted number of withdrawals.

The District shall refund the entire enrollment fee unless academic credit has been awarded.

Title 5, C.C.R., Section 55022, 55024

~~6700.10 MilitaryWithdrawal.~~

~~"Military Withdrawal" occurs when a student who is a member of an active or reserve United States military service receives orders compelling a withdrawal from courses. Upon verification of such orders, a withdrawal symbol may be assigned at any time after the period established by the governing board during which no notation is made for withdrawals. The withdrawal symbol so assigned shall be a "MW".~~

~~—Military withdrawals shall not be counted in progress probation and dismissal calculations.~~

~~—MW shall not be counted towards the permitted number of withdrawals.~~

~~The District shall refund the entire enrollment fee unless academic credit has been awarded.~~

~~EC 66023, Title 5, C.C.R., 55758~~

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

6701. PASS-NO PASS OPTIONS.

~~Colleges~~ The College President may designate courses in the college catalog wherein all students are evaluated on a "pass-no pass" basis or wherein each student may elect on registration or no later than the end of the first 30% of the term, whether the basis of evaluation is to be "pass-no pass" or a letter grade. These courses will be noted in the college catalog as being eligible for the "pass-no pass" option.

The pass-no pass grading system shall be used in any course in which there is a single satisfactory standard of performance for which unit credit is assigned. A grade of Pass shall be assigned for meeting that standard (earning 70% or higher), and a grade of No Pass shall be assigned (earning a grade below 70%) for failure to do so.

The student who is enrolled in a course on a "pass-no pass" basis will be held responsible for all assignments and examinations required in the course and must meet the same standards of evaluation as required for all students.

Title 5, C.C.R., 55022

6701.10 Acceptance of PassCredits.

All courses and units (including those units earned on a "pass-no pass" basis) used to satisfy requirements, including graduation requirements, educational program requirements and transfer core curriculum requirements, shall be from accredited institutions, unless otherwise specified in this Board Rule.

"Accredited institution" shall mean a postsecondary institution accredited by an accreditation agency recognized by either the U.S. Department of Education or the Council on Postsecondary Accreditation. It shall not mean an institution "approved" by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education.

E.C. 66721

Title 5, C.C.R., 53406, 55000, 55022

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

6701.11 Recording of Grade.

A student who is enrolled in a course on the "pass-no pass" basis shall receive both course and unit credit upon satisfactory completion of the course. Satisfactory completion (earned 70% or higher) is equivalent to the grade of "C" or better. A student with unsatisfactory performance (earned less than 70%) will be assigned a "no pass" grade.

Title 5, C.C.R., 55022

6701.12 Grade Point Calculation.

Units earned on a "pass-no pass" basis shall not be used to calculate grade point averages. However, units attempted for which the "NP" (No Pass) symbol is recorded shall be considered in probationary and dismissal procedures.

Title 5, C.C.R., 55022

6701.13 Conversion to Letter Grade.

A student who has received credit for a course taken on a "pass-no pass" basis may not convert this credit to a letter grade.

Title 5, C.C.R., 55022

6702. CREDIT BY EXAMINATION.

- a. The governing board shall adopt and publish policies and procedures pertaining to credit by examination; and
- b. The governing board may grant credit to any student who satisfactorily passes an examination approved and conducted by proper authorities at each college. Such credit may be granted only to a student who is registered at the college and in good standing and only for a course listed in the college

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

catalog.

- c. The nature and content of the examination shall be determine solely by faculty in the discipline who normally teach the course for which credit is to be granted in accordance with policies and procedures approved by the college curriculum committee. The faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record. The faculty may accept an examination conducted at a location other than the college.
- d. A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in terms of individually identified courses for which examinations are conducted.
- e. The student's academic record shall be clearly annotated to reflect credit was earned by examination.
- f. Grading shall be according to the regular grading system, except that students shall be offered a "pass-no pass" option if that option is ordinarily available for the course.
- g. Units for which credit is given for credit by examination shall not be counted in determining the 12 semester units in residence required for an associate degree.
- h. The college may charge a student fee for administering an examination provided the fee does not exceed the enrollment fee which would be associated with enrollment in the course for which the student seeks credit by examination.

Section 55050

~~A College President may designate department approved courses listed in the college catalog wherein any student who satisfies the following requirements may be granted credit by examination:~~

~~— Be currently registered and in good standing (i.e., the student is not on academic or progress probation).~~

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

~~— Have completed 12 units within the Los Angeles Community College District. Individual colleges may develop and publish policies to exempt students from this requirement. Such policies shall be developed in accordance with the provisions of Chapter XVIII of the Board Rules—Academic Senate and the Board of Trustees Shared Governance Policy.~~

~~— Is not currently enrolled in, or have completed a more advanced course in this discipline~~

~~Title 5, C.C.R., Section 55753~~

6702.10 Limitation on Petitioning for Credit by Examination.

~~Students may petition for a total of 15 units for credit by examination. A student who does not pass the exam for a course may not repeat the exam.~~

~~Title 5, C.C.R., 55753~~

6702.11 Maximum Units Allowable for Credit by Examination.

~~A maximum of 15 credit by examination units may be applied toward graduation requirements.~~

~~Title 5, C.C.R., 55753~~

6702.12 Acceptance Towards Residence.

~~Units for which credit is given pursuant to the provisions of this section shall not be counted in determining the 12 semester hours of credit in residence.~~

~~Title 5, C.C.R., 55753~~

6702.13 Examinations.

~~The nature and content of the examination shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted in~~

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

~~accordance with policies and procedures approved by the curriculum committee established pursuant to section 55002. The faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record. The faculty may accept an examination conducted at a location other than the community colleges for this purpose.~~

~~A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in terms of individually identified courses for which examinations are conducted pursuant to this section.~~

~~Title 5, C.C.R., Section 55753~~

6703. GRADES AND GRADE CHANGES.

The Instructor of Record for the course shall determine the grade to be awarded to each student. The determination of the student's grade by the instructor is final in the absence of mistake, fraud, bad faith, or incompetency. For purposes of this section, "mistake" may include, but is not limited to, clerical errors and errors made by an instructor in calculating a student's grade. The removal or change of an incorrect grade from a student's record shall only be done upon authorization by the Instructor of Record for the course, or upon authorization by the College President upon the conclusion of the grade grievance process.

In the case of fraud, bad faith, or incompetency, the final determination concerning removal or change of grade will be made by the College President.

No grade may be challenged by a student more than one year from the end of the term in which the course was taken absent extenuating circumstances; if a college's academic senate has determined that extenuating circumstances apply, then that period of time during which grades may be challenged should be more than one year, such longer period shall apply at that college.

EC 76224

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

Title 5, C.C.R., Section 55760

6703.10 Syllabus.

During the first week of classes, the Instructor of Record shall provide students, the Department Chairperson, and the Office of Academic Affairs, either hard copy or electronically, a syllabus that clearly states the work product which will be the basis for determining each student's grade as well as the grading criteria. The syllabus shall include the approved course student learning outcomes, an accommodation statement for students informing them of services available through the DSPS office, instructor contact information, and a reference to the student code of conduct as it relates to academic dishonesty (Board Rule 9803.28).

6703.20 Retention of Written Work and Grade Records.

To the extent that student work product takes the form of written work, such written work shall, if not returned to the student, be retained by the faculty member for at least one year from the end of the term in which the course was taken. All faculty grade records shall be retained by the faculty member for at least a one-year period. All written work and grade records shall be stored on campus.

6704. COURSE REPETITION.

6704.10 Course Repetition To Remove A Substandard Grade.

Students may repeat courses in which substandard grades ("D", "F" or "NC", "NP") were awarded provided they have not already attempted the same course three times.

When course repetition under this section occurs, the student's permanent academic record shall be annotated in such a manner that all work remains legible, ensuring a true and complete academic history.

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

For the first and second repetitions of a course where a substandard grade was awarded, the highest grade earned shall be used when computing the student's cumulative grade point average.

- A. Students who have received three substandard grades for the same course may repeat it one more time upon approval of a filed petition documenting extenuating circumstances. Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the control of the student.

6704.20 Duplicative Credit.

Duplicative credit in non-repeatable courses should not be used towards the 60 units required for graduation regardless of whether or not the student petitioned to have the transcript annotated.

6704.30 Repetition of Courses in Which A Satisfactory Grade Was Recorded.

- a. Repetition of courses for which a satisfactory grade ("A", "B", "C", "CR", "P") has been recorded shall be permitted only upon advance petition of the student and with the written permission from the college president, or designee, based on a finding that extenuating circumstances exist which justify such repetition or that there has been a significant lapse of time since the student previously took the course. Significant lapse of time is defined as no less than 36 months since the most recent grade was awarded.
- b. When course repetition under this section occurs, the student's permanent academic record shall be annotated in such a manner that all work remains legible, ensuring a true and complete academic history.
- c. Grades awarded for courses repeated under the provisions of subsection "a" and "b" of this section shall not be counted in calculating a student's grade point average.

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

- d. When such repetition is necessary for a student to meet a legally mandated training requirement as a condition of continued paid or volunteer employment, such courses may be repeated for credit any number of times, and the grade received each time shall be included for purposes of calculating the student's grade point average. The college shall establish policies and procedures requiring students to certify or document that course repetition is necessary to complete legally mandated training pursuant to this subsection.

The college's process for certification or documentation of legal training requirements shall be developed in accordance with the provisions of Chapter XVIII of the Board Rules -- ACADEMIC SENATE AND BOARD OF TRUSTEES SHARED GOVERNANCE POLICY.

- e. A student may repeat any course if the college has properly established a recency prerequisite for a course, if there has been "significant lapse of time." In no instance shall this be less than three years.
- f. A student with a disability may repeat a class any number of times, if such repetition is required as a disability-related accommodation for that particular student.
- g. A student who receives a grade of SP in a noncredit course pursuant to repeatability regulations governing noncredit courses

Title 5, C.C.R., Sections 55763 and 58161

6705. ACADEMIC RENEWAL.

Students may petition for an academic renewal action in order to alleviate substandard academic performance under the following conditions:

- A. Students must have achieved a grade point average of 2.5 in their last 15 semester units, or 2.0

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division	Chancellor	Action Date: September 6, 2017
--------------	----------	------------	-----------------------------------

in their last 30 semester units, completed at any accredited college or university, subsequent to the coursework to be alleviated and

- B. At least one calendar year must have passed since the course work to be removed was completed.

Granted, academic renewal shall result in:

- A. Eliminating up to 30 semester units of coursework taken within the Los Angeles Community College District from consideration in the student's cumulative grade point average, and
- B. Annotating the student academic record to note which courses have been removed through academic renewal. Academic renewal actions are irreversible.

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

Title 5, C.C.R., Section 55046

6706. AUDITING CLASSES.

Students may be permitted to audit a class under the following conditions:

- A. Payment of a fee of \$15 per unit. Students enrolled in classes to receive credit for ten or more semester units shall not be charged a fee to audit three or fewer semester units per semester.
- B. No student auditing a course shall be permitted to change his/her enrollment in that course to receive credit for the course.

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

- C. Priority in class enrollment shall be given to students desiring to take the course for credit.

EC 76370

6707

ARTICULATION OF HIGH SCHOOL COURSES

For the purposes of this section, the term “articulated high school course” means a high school course or courses that the faculty in the appropriate discipline, using policies and procedures approved by the curriculum committee established pursuant to California Code of Regulations 55002, have determined to be comparable to a specific community college course.

The governing board of a community college district may adopt policies to permit articulated high school courses to be applied to college educational program requirements. Articulated high school courses may be accepted in lieu of comparable courses to partially satisfy:

1. requirements for a certificate program, including the total number of units required for the certificate; or;
2. the major requirements in a degree program.

Articulated high school courses used to partially satisfy certificate or major requirements shall be clearly noted as such on the student's academic record. Notations of college course credit shall be made only if the college courses are successfully completed or if credit is earned via credit by examination.

Except through credit by examination, as defined in Board Rule 6704, high school courses may not be used to satisfy:

1. the requirement of Board Rule 6201.10, that students complete at least 60 semester units in order to receive an associate degree, or;
2. any general education requirement for the associate degree established pursuant to Board Rule 6201.14.

Board of Trustees

Los Angeles Community College District

Com. No. CH2	Division Chancellor	Action Date: September 6, 2017
--------------	---------------------	-----------------------------------

6707.10 Implementation.

All LACCD-high school articulation agreements shall be subject to the provisions of this Board Rule. However, any student who, prior to the date this Board Rule takes effect, has successfully completed a high school course articulated under the terms of a previous agreement, shall be permitted to apply the credit so earned according to the terms of the previous agreement.



Board of Trustees

Los Angeles Community College District

ACTION

Com No. CH3

Division: CHANCELLOR

Date: September 6, 2017

Subject: **APPROVE ACCREDITATION FOLLOW-UP REPORTS (9 COLLEGES)**

- A. LOS ANGELES CITY COLLEGE
- B. EAST LOS ANGELES COLLEGE
- C. LOS ANGELES HARBOR COLLEGE
- D. LOS ANGELES MISSION COLLEGE
- E. LOS ANGELES PIERCE COLLEGE
- F. LOS ANGELES SOUTHWEST COLLEGE
- G. LOS ANGELES TRADE-TECHNICAL COLLEGE
- H. LOS ANGELES VALLEY COLLEGE
- I. WEST LOS ANGELES COLLEGE

Approve Accreditation Follow-Up Reports for Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles, Trade-Technical College, Los Angeles Valley College, and West Los Angeles College

Background: The Accrediting Commission for Community and Junior Colleges (ACCJC) notified Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Los Angeles Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, Los Angeles Valley College, and West Los Angeles College on July 8, 2016 that, following their external evaluation visits during the period March 7-10, 2016, they were required to develop Follow-Up reports addressing compliance issues and submit these to the ACCJC by October 1, 2017. All colleges and the Educational Services Center engaged in a rigorous and comprehensive process to address recommendations for compliance and all college Follow-Up reports were reviewed by the Institutional Effectiveness and Student Success (IE&SS) Committee on August 23, 2017 and recommended for approval to the Board of Trustees. The ACCJC requires the Board of Trustees to approve college Follow-Up reports prior to their transmission to the accrediting commission.

Approved by: _____
Francisco C. Rodriguez, Chancellor

Chancellor and Secretary of the Board of Trustees By: _____ Date _____	Buelna _____ Fong _____ Hoffman _____ Kamlager _____	Moreno _____ Svonkin _____ Veres _____ Martinez _____ Student Trustee Advisory Vote
--	---	---



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. **BSD3**

Division: **BUSINESS SERVICES**

Date: September 6, 2017

Subject: **ADOPT RESOLUTION AUTHORIZING LEASE AGREEMENT**

Adopt a resolution (Attachment 1) authorizing a lease agreement with the City of Los Angeles under Education Code Sections 81430-81432 from January 1, 2017 to December 31, 2017, inclusive with the option of the District to extend for five additional one-year terms, for lease of approximately 8,000 square feet in six (6) modular buildings located at Los Angeles City College to operate a work force/work source center providing educational, advisory and job placement services and activities to students and the community. The District shall receive rent for the first six months at \$5,400 per month and \$6,176 for the last six months of the first year of lease equaling \$106,513. Rental amount for any future period will be at a minimum of \$6,176 per month or \$74,112 annually. The lease space is not currently needed for school classroom buildings. The City of Los Angeles may sublease the space with prior approval from the Chancellor or his designee.

Background: The City of Los Angeles is responsible for operating work force/work source centers throughout the city under grants from the Work Force Reinvestment Act. The District has been working cooperatively with the City of Los Angeles to place centers on its campuses, as well as at District locations to create opportunities for students and the surrounding community to take advantage of the education, advisory and job placement services offered through these programs.

Public notice of this board action was posted in a newspaper of general circulation as required by Education Code Section 81432.

UNANIMOUS VOTES REQUIRED

Approved by: 
Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Veres _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

ADOPT RESOLUTION AUTHORIZING LEASE OF SPACE TO CITY OF LOS ANGELES

WHEREAS, Education Code Sections 81430-81432 authorize governing boards of community college districts to enter into leases with cities on a longer term basis without the need for public bid if the space is not needed by the community college district for school classroom buildings; and

WHEREAS, The Los Angeles Community College District ("District") desires to lease 8,000 square feet of modular building space located on the Los Angeles City College campus at 855 N. Vermont Avenue, Los Angeles for the operations of a work force/work source development center providing advisory and job placement services to students and the community from January 1, 2017 through December 31, 2017 inclusive with the option of the District to extend the period for five additional one-year terms; and

WHEREAS, City of Los Angeles shall pay the District \$5,400 per month for the first six months, and \$6,176 per month for the last six months for a total first year amount of \$106,513, and for any future option period the annual base rent rate of \$74,112 per year; and

WHEREAS, the space is not needed by the District for school classroom building; and

WHEREAS, The District has given notice of the action to adopt this resolution once a week for three (3) weeks in a newspaper of general circulation prior to execution in accordance with Education Code Section 81432(b); and

RESOLVED, the Los Angeles Community College District Board of Trustees adopts this resolution.



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. HRD3

Division: HUMAN RESOURCES

Date: September 6, 2017

Subject: **APPROVE DISCIPLINARY ACTION FOR CLASSIFIED PERMANENT EMPLOYEES**

I. DISMISSAL OF CLASSIFIED PERMANENT EMPLOYEES

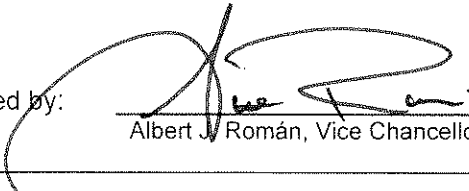
A. The dismissal of employee (EN 1014836) assigned to Los Angeles Harbor College (LAHC) as a Custodian is based on the following cause:

- Absent Without Leave or Abandonment of Position

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

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

Recommended by:


Albert J. Román, Vice Chancellor

Approved by:


Francisco C. Rodriguez, Chancellor

Chancellor and
Secretary of the Board of Trustees

By _____ Date _____

Buelna _____	Moreno _____
Fong _____	Svonkin _____
Hoffman _____	Verez _____
Kamlager _____	Martinez _____
	Student Trustee Advisory Vote

Board of Trustees

Los Angeles Community College District

Com. No. **HRD3**

Division: **HUMAN RESOURCES**

Date: **September 6, 2017**

B. The dismissal of employee (EN 1034004) assigned to Los Angeles Trade Technical College (LATTC) as a Custodian is based on the following cause:

- One or More Criminal Convictions which indicate that the Person is a Poor Employment Risk in the Job Classification He/She Holds

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

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

I. AUTHORIZE PROFESSIONAL SERVICE AGREEMENT

A. Action

Authorize funding for the continued issuance of Task Orders for staff augmentation services under the Multiple Award Task Order Contracts (“MATOC”) in the amount of \$30,000,000 within the existing five year maximum term previously established which shall expire July 9, 2019.

Inclusive of this proposed action, the cumulative total funding established for these services since 2014 is \$112,900,000.

Background

On July 9, 2014 (Com. No. FPD1), the Board of Trustees authorized the establishment of a Multiple Award Task Order Contract (MATOC) “bench” of qualified firms to provide Program Management staff augmentation services with individual assignments to be made on an as-needed Task Order basis. The authorization included the establishment of a pool of funding in the amount of \$82,900,000 to pay for the Task Orders to be issued.

This MATOC has provided both a flexible staffing plan to meet the needs of the Bond Program as they change and increased opportunities for the participation of Local, Small, Emerging and Disabled Veteran-owned (LSEDV) businesses:

- A. MATOC task order staff comprise the entirety of the Bond Program’s College Project Teams and a large percentage of Program Management Office (PMO) personnel. MATOC staff also provide specialized assistance at the District’s headquarters.
- B. The MATOC consists of 180 firms (nine prime firms and 171 sub-consultant firms). Of that amount, 126 (or 70% of the total) are LSEDV businesses. As of July 21, 2017, there are 111 active Task Orders awarded to eight prime firms and 22 sub-consultant firms. Of these 111, there were 74 (67%) Task Orders awarded to 25 firms that self-identify as belonging to one or more LSEDV categories.

Staffing costs from July 9, 2014 to present, including the 111 current active staffing Task Orders, represents a total spend of \$78,743,668 leaving a remaining balance of \$4,156,332 out of the original fund authorization of \$82,900,000. These remaining funds are expected to be exhausted by current operation of these staffing Task Orders within the next 30 days.

This requested funding amount of \$30,000,000 to be added to the established pool available for payment of Task Orders to be issued is based on an average burn rate of \$2.2 million per month for the last twelve (12) months. This request represents approximately 14 months of operating time at current staffing levels.

It is also noted that there is a cost limit for the combined aggregate total of all agreements at \$119,900,000. Importantly, the cost limit is not to be divided by the number of agreements established. Instead it is to create a maximum budget for these services in sum total.

Funding and Development Phase

Funding is through Propositions A/AA, Measures J/CC Bond proceeds and other Non-Bond sources as applicable. Specific assignments to be made on an as-needed by Task Order. All Phases.

B. Action

Authorize funding for the continued issuance of Task Orders District-wide for Laboratory of Record (LOR) services under the (Multiple Award Task Order Contracts) in the amount of \$4,850,000 within the existing five year maximum term previously established which shall expire December 3, 2019.

Assignments to be made by the Program Management Office or the appropriate District entity. Inclusive of this amount, the total cumulative funding established for these services is \$10,850,000.

- American Engineering Laboratories, Inc.
- California Testing & Inspections, Inc.
- Koury Engineering & Testing, Inc.

FPD1 – Resource Document

- MTGL, Inc.
- RMA Group
- Smith Emery Laboratories, Inc.
- Southwest Inspection & Testing, Inc.
- Twining, Inc.
- United Testing Corporation d/b/a United Inspection and Testing

Background

On December 3, 2014, the Board of Trustees authorized the establishment of a “bench” of qualified firms for Laboratory of Record (LOR) services. This Laboratory of Record service bench provided the successful benefit of targeting Laboratory of Record projects based on firm size and ability with emphasis on Local, Small, Emerging and Disabled Veteran-owned (LSEDV) businesses.

This request for further funding authorization is to allow:

- Completion of current ongoing projects funded under Propositions A/AA, and Measure J;
- Laboratory of Record projects funded by the release of program reserves under Propositions A/AA, and Measure J in 2017; and
- Laboratory of Record of new projects under Measure CC.

The pre-qualified Laboratory of Record firms will continue to be issued Task Orders. Examples of the types of Laboratory of Record service needs identified to be appropriate for receipt of a Task Order issued assignment from this MATOC are: Field Soils Testing, Water Testing, Geotechnical testing, Field infiltration testing, or as-needed Field services critical to keep a project on schedule and budget, and critical Laboratory of Record services.

The inclusion of Local, Small, Emerging, and Disabled Veteran-owned (LSEDV) businesses is a vital component of this MATOC effort. Five (5) firms listed above meet the definition of an LSEDV firm as set forth by the Board of Trustees.

Funding and Development Phase

Funding is through Propositions A/AA and Measures J/CC Bond proceeds, and non-Bond funds. Specific assignments to be made on an as-needed basis by Task Order.

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

A. Action

Ratify Change Order No. 3 to Construction Contract No. 33970 with Access Pacific Inc. for additional general construction services for the Exterior Transportation and Accessibility Improvements project at East Los Angeles College at no cost.

Inclusive of this change order, the total cost of this Construction Contract remains at \$4,434,141.

Background

This contract was authorized by the Board of Trustees on April 13, 2016 (Com. No. FPD1) with Access Pacific Inc. to provide general construction services for this project. This change order represents 0.00% of the original contract value of \$4,164,092.

The following services have been completed and are requested to be ratified:

Due to unforeseen conditions:

- The contract time will be extended by 132 non-compensable calendar days, CCD approval schedules, and changes due to underground unforeseen conditions.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Exterior Transportation and Accessibility Improvements 40J.5202.03.01. Construction Phase.

B. Action

Ratify Change Order No. 22 to Construction Contract No. 32594-1 with Hartford Fire Insurance Company/Kemp Bros. Construction for additional general construction services for the Arts, Media & Performance project at Los Angeles Mission College for a total cost of \$130,711.

Inclusive of this change order, the total cost of this Construction Contract is \$22,634,616.

Background

This agreement was authorized by the Board of Trustees on August 19, 2009 (Com. No. FPD1) with Hartford Fire Insurance Company/Kemp Bros. Construction to provide general construction services for this project. This change order represents 0.71% of the original contract value of \$18,397,000.

The following services have been completed and are requested to be ratified:

Due to additional requirements:

- Furnished and installed a required temporary pump for the temporary chiller to flush the chilled water lines per the Mechanical Engineer of Record (MEOR).
- Furnished and installed a three-inch by-pass connection with pressure regulator for the temporary chiller per the MEOR.
- Furnished and installed additional audio visual (A/V) equipment in the main theater for functionality and to meet ADA requirements per the Architect of Record and the Engineer of Record.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Arts, Media & Performance 34M.5405.02. Construction Phase.

C. Action

Ratify Change Order No. 1 to Construction Contract No. 4500237225 with Liberty Climate Control, Inc. for additional labor and materials required for construction services for the Oak Hall Air Handler Repair project at Los Angeles Trade-Technical College at a cost not to exceed \$4,012.

Inclusive of these change orders, the total cost of this Construction Contract is \$120,912.

Background

This agreement was authorized by the Board of Trustees on January 11, 2017 (Com. No. FPD1) with Liberty Climate Control, Inc. to provide construction services for this project. This change order represents 3.43% of the original contract value of \$116,900.

The following services have been completed and are requested to be ratified:

Due to unforeseen condition:

After work began, the condition of the fan wheels was discovered to require pressure washing to ensure the system would operate normally. This condition was not anticipated because it was not known at the time of the site survey for the project. The pressure washing was completed as additional work at additional cost.

Funding and Development Phase

Funding is through 2015 – 2016 Deferred Maintenance funds. Oak Hall Air Handler Repair. Work Order No. 40000880. Construction Phase. Non-Bond project.

III. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACT

A. Action

Authorize Acceptance of Completion of Contract No. 4500230411 with San Marino Roof Co, Inc. to provide general construction services for the Nursing Building Roof project at Los Angeles Harbor College with a substantial completion date of June 27, 2017.

Background

This contract was authorized by the Board of Trustees on July 13, 2016 (Com. No. FPD1).

The total cost of this contract is \$80,649.

Funding and Development Phase

Funding is through 2014 – 2015 Deferred Maintenance Project funds. Nursing Building Roof. Work Order No. 40000543. Construction Phase. Non-Bond project.

B. Action

Authorize Acceptance of Completion of Contract No. 33886 with Climatec, LLC to provide general construction services for the School of Behavioral and Social Sciences (SoBSS) HVAC Upgrade project at Los Angeles Southwest College with a substantial completion date of August 10, 2015.

Background

This contract was authorized by the Board of Trustees on June 10, 2015 (Com. No. FPD1).

The total cost of this contract is \$150,568.

Funding and Development Phase

Funding is through Proposition A Bond proceeds. School of Behavioral and Social Sciences (SoBSS) HVAC Upgrade 06S.6601.03.04. Construction Phase.

C. Action

Authorize Acceptance of Completion of Contract No. 4500237225 with Liberty Climate Control, Inc. to provide general construction services for the Oak Hall Air Handler Repair project at Los Angeles Trade-Technical College with a substantial completion date of June 15, 2017.

Background

This contract was authorized by the Board of Trustees on January 11, 2017 (Com. No. FPD1).

The total cost of this contract is \$120,912.

Funding and Development Phase

Funding is through 2015 – 2016 Deferred Maintenance funds. Oak Hall Air Handler Repair. Work Order No. 40000880. Construction Phase.

D. Action

Authorize Acceptance of Completion of Contract No. 4500241183 with Halco Services Corporation to provide general construction services for the Infrared Testing and Repair project at Los Angeles Trade Technical College with a substantial completion date of June 15, 2017.

Background

This contract was authorized by the Board of Trustees on March 8, 2017 (Com. No. FPD1).

The total cost of this contract is \$37,675.

Funding and Development Phase

Funding is through 2015 – 2016 Deferred Maintenance funds. Infrared Testing and Repair. Work Order No. 40000881. Construction Phase. Non-Bond project.

IV. AUTHORIZE AMENDMENT TO LEASE AGREEMENT

Action

Authorize Amendment No. 3 to Lease Agreement No. 32646 with Williams Scotsman, Inc. for the South Campus Athletic Field project at Los Angeles Trade-Technical College to extend the term by 6 months for (1) 40 feet x 216 feet modular building from October 1, 2017 through March 31, 2018 at a cost of \$19,344 If applicable, all sales tax shall be paid.

Inclusive of this amendment, the total amount of this lease agreement is \$1,036,568.

Background

This lease agreement was authorized by the Board of Trustees on October 7, 2009 (Com. No. FPD1) for the provision of two (2) 40 feet x 216 feet modular buildings to be known as the North and South Trailer and one (1) 12 feet x 40 feet restroom modular building to be used as the temporary swing space location of the college's library during the renovation and modernization of Mariposa Hall. The restroom modular building and North Trailer have been returned to the vendor. The college continued use of the South Trailer for construction swing space and anticipated its return to the vendor at the end of the lease on September 30, 2017 with dismantling prior to pick up as part of the scope of work for the Arts and Culinary Phase II ("Culinary") project.

Because mobilization of the general contractor for the Culinary project will begin later than the end of the lease agreement for the South Trailer, this action requests approval of extension of the lease agreement at additional cost to allow the South Trailer to remain in place, empty and locked, until mobilization of the Culinary contractor occurs in the Spring of 2018.

Funding and Development Phase

Funding is through Measure J Bond proceeds. South Campus Athletic Field. 37T.5721.02.01 Construction Phase.

V. RATIFY AMENDMENTS TO DESIGN-BUILD AGREEMENTS

A. Action

Ratify Amendment No. 16 to Design-Build Agreement No. 33801 with Harper Construction Company for additional Design-Build services for the Science Career & Mathematics Complex project at East Los Angeles College at a cost not to exceed \$104,038 inclusive of eligible reimbursable expenses.

Original Agreement		\$52,675,465
Approved Amendments	+	\$8,637,663
Sub Total		\$61,313,128
Proposed Amendment	+	\$104,038
Total		\$61,417,166

Inclusive of this amendment, the total cost of this Design-Build agreement is \$61,417,166.

Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on July 11, 2012 (Com. No. FPD1). This Design-Build agreement with Harper Construction Company was authorized by the Board of Trustees on April 23, 2014 (Com. No. FPD1).

The following Design-Build services have been completed and are requested to be ratified:

1. Due to requests by the college:
 - Disconnected certain existing science lab equipment and installed in the new Math & Science G5 building for re-utilization.

FPD1 – Resource Document

- Upgraded power requirements at data rooms to accommodate current owner–furnished and owner-installed uninterruptible power supply equipment.

2. Due to unforeseen conditions:

- The contract time has been extended by 35 calendar days to account for a non-compensable rain delay.

3. Due to additional requirements:

- Provided and installed additional fire alarm and mass notification devices as required by the Division of State Architect (DSA) inspector. The field condition did not match specifications.
- Provided and installed additional structural support to accommodate the brick veneer weight as required by the Field Inspector from the Division of State Architect (DSA).
- Provide and install door hardware coordinators at eight (8) locations per the Architect of Record. The campus standard for door hardware changed after the project began.

Amendment No. 16 to Agreement No. 33801 includes Change Order Nos. 22 and 23.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Science Career & Mathematics Complex 32E.5222.02.03, 32E.5222.02.05.
Construction Phase.

B. Action

Ratify Amendment No. 5 to Design-Build Agreement No. 33436 with Charles Pankow Builders, Ltd. for modified Design-Build services for the Community Workforce Development Center and Administration Building project at Los Angeles Valley College with credits of (\$132,890) and costs of \$160,333 for a total cost not to exceed \$27,443 inclusive of eligible reimbursable expenses.

Original Agreement		\$35,719,112
Approved Amendments	+	\$1,844,126
Sub Total		\$37,563,238
Proposed Amendment	+	\$27,443
Total		\$37,590,681

Inclusive of this amendment, the total cost of this Design-Build agreement is \$37,590,681.

Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on November 3, 2010 (Com. No. FPD2). This Design-Build agreement with Charles Pankow Builders, Ltd. was authorized by the Board of Trustees on December 7, 2011 (Com. No. FPD1).

The following additional Design-Build services have been completed and are requested to be ratified:

1. Due to requests by the college:
 - Installed data and power stub-outs for a parking permit dispensing kiosk in the parking lot west of the building.
 - Credit for the deletion of scope for the installation of tree boxes.
 - At the parkway to the west side of the building within the project site area, removed five dead trees, and replaced with five healthy trees.
 - Installed an exterior bulletin board.
 - Changed the door hardware to enable locking on the inside for safety and security reasons.
 - Refinish concrete floor with a non-reflective coating.

2. Due to unforeseen conditions:

- Waterproofed the utility tunnel not shown on as-built drawings discovered during demolition of Administration building.
- Rerouted the installation of new storm drains discovered to conflict with a discovered underground duct bank not shown on as-built drawings.
- Replaced an irrigation controller located on the north side of the demolished Administration building discovered to not have adequate capacity for the installed valves and total number of stations.
- Delivered college-furnished equipment was discovered to have plugs incompatible with the designed and installed receptacles which were based on the power supply requirements when the project was designed. The receptacles were replaced to accommodate the equipment.
- The campus gas supply pressure was discovered to be too low causing a malfunction to the emergency generator. Connection piping was modified, new oxygen sensors were installed and the generator was factory tested.

3. Due to additional requirements:

- Credit for deleted vertical sunshades.
- Per direction from the DSA Field Inspector, an accessible path of travel from a nearby parking area was required and was constructed.

Amendment No. 5 to Agreement No. 33436 includes Change Order No. 12.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Community Workforce Development Center/New Administration 38V.5836.02. Design and Construction Phase.

VI. AUTHORIZE ACCEPTANCE OF COMPLETION OF DESIGN-BUILD AGREEMENT

Action

Authorize Acceptance of Completion to Design-Build Agreement No. 33436 with Charles Pankow Builders, Ltd. for the Community Workforce Development Center & Administration Building project at Los Angeles Valley College with the following substantial completion date of November 1, 2016.

Background

This agreement was authorized by the Board of Trustees on September 7, 2011 (Com. No. FPD1).

The total cost of this contract is \$37,590,681.

Funding & Development Phase

Funding is through Measure J Bond proceeds. Community Workforce Development Center & Administration Building 38V.5836.02. Construction Phase.

VII. AUTHORIZE PURCHASE ORDER

Action

Pursuant to Public Contract Code 20653 and 10290(j), a) find it is in the best interest of the District to procure under the authority of the California Multiple Award Schedule (CMAS)/Garland Corporation. Contract No. 4-01-56-0006A, and b) authorize the purchase of roofing materials for the Physical Education Roof Replacement project at West Los Angeles College at a cost of \$548,277. If applicable, all sales tax shall be paid.

Background

LACCD is authorized to utilize the above contract through CMAS, a California State supported program under the Department of General Services that was created to provide an equipment purchasing vehicle along with services for publicly funded agencies. Delivery and setup are included.

Funding and Development Phase

Funding is through 2016–2017 Deferred Maintenance Funds. Replace Physical Education Roof. Construction Phase. Non-Bond project.

VIII. ADOPT TITLE VI PLAN UPDATE

Action

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

Background

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. The Federal Transportation Administration (FTA) requires agencies receiving such funding to demonstrate compliance with Title VI by submitting a Title VI Plan. The Board of Trustees approved its first Grantee Service Agreement for the receipt of federal funding for a project on September 21, 2005 (Com. No. FPD1). Since the District receives federal funding as a sub-recipient to LACMTA or transit enhancement projects at Los Angeles City College, Los Angeles Southwest College and Los Angeles Trade-Technical College, it is required to adopt and submit a Title VI Plan to maintain its federal funding eligibility.

The Title VI Plan emphasizes improving greater access and public participation to Limited English Proficient (LEP) populations around those areas where the transit projects occur. As a result, the District as part of its Title VI Plan will translate its discrimination complaint form and procedures into Spanish, Chinese, Korean, and Armenian and provide translation services to public members wishing to address the Board of Trustees on agenda items related to all federally-funded transit projects.