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**El Camino Community College District  
Board of Trustees  
Agenda, Monday, October 15, 2012  
Board Room  
4:00 p.m.**

- I. Roll Call, Pledge of Allegiance to the Flag**
- II. Approval of Minutes of the Regular Board Meeting of September 4, 2012, Pages 5-7**
- III. Presentation – Priority Registration**
- IV. Public Hearing – none**
- V. Public Comment on Consent and Non-Consent Agenda**
- VI. Consent Agenda – Recommendation of Superintendent/President, Discussion and Adoption**
  1. Academic Affairs  
*See Academic Affairs Agenda,  
Pages 8-9*
  2. Student and Community Advancement  
*See Student Services Agenda,  
Pages 10-12*
  3. Administrative Services  
*See Administrative Services Agenda, Pages 13-36*
  4. *See Measure “E” Bond Fund Agenda,  
Pages 37-42*
  5. *See Human Resources Agenda,  
Pages 43-92*
  6. Superintendent/President  
*See Superintendent/President Agenda,  
Pages 93-97*

**VII. Non-Consent Agenda, Pages 98-117**

- A. Tax Revenue Anticipation Note 2012-13
- B. Resolution for Tax Revenue Anticipation Note (Resolution No. ECC 2013-2)

**VIII. Public Agenda Request, Pages 118-120**

- A. Public Comment
- B. Sample Community College League of California Resolution regarding Proposition 30

**IX. Public Comment on Non-Agenda Items**

**X. Oral Reports**

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

<p><b>Board of Trustees Meeting Schedule for 2012</b> <b>4:00 p.m. Board Room</b></p>
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Monday, October 15, 2012  
Monday, November 19, 2012  
Monday, December 17, 2012

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

### **Vision Statement**

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

### **Mission Statement**

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

### **Statement of Philosophy**

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

### **Statement of Values**

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

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

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

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

**Diversity** – We recognize and appreciate our similarities and differences.

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

### **Guiding Principles**

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

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

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

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

### **Strategic Initiatives**

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

**BOARD PRESENTATIONS AND REPORTS 2012-2013**

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

October 2012

EL CAMINO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
MINUTES OF THE REGULAR MEETING OF  
Tuesday, September 4, 2012

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

The following Trustees were present: Trustee William Beverly, President; Trustee Maureen O'Donnell, Vice President; Trustee Kenneth A. Brown, Member; Trustee Ray Gen, Member; and Student Member Jasmine Hormati arrived at 5:10 p.m. Trustee Mary E. Combs, Secretary was absent due to illness.

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

Minutes of the Regular Board Meeting of August 20, 2012

The Minutes of the Regular Board Meeting of August 20, 2012 were approved.

Presentation

Program Review Update Presentation by Dr. Francisco Arce

Public Hearing – 2012-2013 El Camino Community College District Budget

It was moved by Trustee Brown, seconded by Trustee O'Donnell, that a Public Hearing regarding the 2012-2013 El Camino Community College District Budget be opened at 4:10 p.m. Motion carried.

Mr. Dillan Horton, Dr. Antoine Churg, and Ms. Martha Madison made comments.

It was moved by Trustee Brown, seconded by Trustee Gen, that the Public Hearing be closed at 4:16 p.m. Motion carried.

Adoption of the 2012-2013 El Camino Community College District Budget

It was moved by Trustee O'Donnell, seconded by Trustee Gen, that the Board adopt the 2012-2013 El Camino Community College District Budget. Motion carried.

Consent Agenda

It was moved by Trustee Brown, seconded by Trustee Gen, that the Board adopt the items presented on the agenda in the following areas.

### Academic Affairs

Program Review Update – Information Item

### Student and Community Advancement

Journalism Association of Community Colleges Regional Conference

Community Education Classes – Fall 2012

Student Learning Outcomes - Information

Accreditation Follow-up Report

### Administrative Services

AB 2910 – Quarterly Fiscal Status Reports

Interfund Transfers – 2011-12 Fiscal Year

Interfund Transfers – 2012-13 Fiscal Year

Indirect Cost Rate Proposal

Contracts Under \$81,000

Contracts Over \$81,000

Memorandum of Understanding

Personal Services Agreement

Purchase Orders and Blanket Purchase Orders

### Measure E Bond Fund

Category Budgets and Balances

Contract – S&K Engineers – Ongoing Engineering Services

Contract Amendment – tBP Architecture, Inc. – Shops Building Replacement Project

Contract Amendment – Prestige Security – Math Business Allied Health Project

Bid Award 2012-3 – Bookstore Buy-Back Construction Project – Caltec Corporation

Purchase Orders and Blanket Purchase Orders

### Human Resources

Employment and Personnel Changes

Temporary Non-Classified Service Employees

Resolution – Equivalence to Minimum Qualifications

### President/Board of Trustees

Accreditation and Governing Board Roles and Responsibilities - Information Item

Signature Authorization

Absence of a Board Member

Motion carried.

Public Agenda Request - Community College League of California Resolution Regarding Proposition 30

It was moved by Trustee Brown, seconded by Trustee Gen, that the Board table consideration of the Community College League of California Resolution Regarding Proposition 30 until the October 15, 2012 meeting of the Board of Trustees. Student Member Hormati recorded a yes advisory vote. Motion carried.

Public Comment

Dr. Angela Simon addressed MBA Building. Ms. Luukia Smith addressed Internal Services Post Employment Benefits-Irrevocable Trust Fund. Mr. Dillan Horton, Mr. Victor Coutin, and Dr. Angela Simon spoke of Proposition 30. Mr. Victor Coutin addressed President's salary.

Adjournment

Regular Meeting adjourned at 6 p.m. in memory of Anthony Tanori.

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Mary E. Combs, Secretary of the Board

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Thomas M. Fallo, Secretary to the Board

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

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**Page No.**

A. Mathematics, Engineering, Science Achievement (MESA)  
Leadership Conference ..... 9



## **ACADEMIC AFFAIRS**

### **A. MATHEMATICS, ENGINEERING, SCIENCE ACHIEVEMENT (MESA) LEADERSHIP CONFERENCE**

It is recommended that the Board approve the MESA students below to participate in the MESA Leadership Conference to be held October 19-20, 2012 at the Sheraton Grand Hotel in Sacramento, California. Travel, lodging, and registration will be covered by MESA Statewide. Students will be accompanied by Arturo Hernandez, MESA Director.

Maurilio Cendejas-Cardenas  
Garett J. Lopez  
Gary Barrett (alternate)

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

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## STUDENT AND COMMUNITY ADVANCEMENT

### A. FALL 2012 AND SPRING 2013 FORENSICS TEAM TOURNAMENTS

It is recommended that the Board of Trustees approve the Fall 2012 and Spring 2013 Forensics Team Tournaments as shown below. Expenses, as indicated, will be paid from Auxiliary Services and District funds.

Francesca Bishop, Mark Crossman, and Diana Crossman, Advisors.

<u>Date</u>	<u>Tournament</u>	<u>Location</u>	<u>Cost Not to Exceed</u>
Sept. 29-30	Warm-up	El Camino	\$50
Oct 5-7	Double-Up Invitational	Azusa Pacific	\$2,000
Oct 12-13	The Free	Irvine Valley College	\$500
Oct 27-28	Lancer Invitational	Pasadena City College	\$1,000
Nov 10-11	Griffin International	Grossmont College	*\$2,500
Nov 30-Dec 2	PSCFA Fall Champs	CSULB	\$1,500
Jan 19-20	Close to the Coast Invitational	Orange County College	\$1,500
Jan 25-27	Back to the Beach Invitational	CSULB	\$1,500
Feb 15-17	Tabor-Venitsky Invitational	Cerritos College	\$1,000
Feb 22-24	Spring Championships	CSULB	\$1,200
Mar 13-17	CCCFA State Tournament	Moorpark, CA	\$4,000
Apr 16-20	Phi Rho Pi Nationals	Moorpark CA	\$6,000

\*- indicates District vehicle, otherwise private cars are used.

### B. INTERNATIONAL TRAVELS

It is recommended that the Board of Trustees approve international travels as shown below:

1. Kerry Bonner to participate in the Eco Expo Asia International Trade Fair on Environmental Protection, October 27-30, 2012 in Hong Kong, China. The trade show is support by the Green Export Enabler Program (GEEP) of which Kerry Bonner is the Project Manager at the Business Training Center. Expenses in the amount of \$4,800 will be paid from the Center for International Trade Development Funds.
2. Leonid Rachman to participate in the Ustudy Recruitment Fair, April 1-8, 2013 in Tel Aviv, Israel. The purpose of the trip is for international recruitment of F-1 visa students. Expenses in the amount of \$6,250 will cover Fair participation, air travel, hotel accommodations, and ground transportation, to be paid from International Student Recruitment funds.

**C. GRANT - ACCEPTANCE**

It is recommended that the Board of Trustees accept the following grant:

Health Resources & Services Administration (HRSA) Scholarships for health Professions Students from Disadvantages Backgrounds. Scholarships for Disadvantages Students (SDS). The Scholarships for Disadvantages Students (SDS) Program was established via the Disadvantages Minority health Improvement Act of 1990. The purpose of the SDS Program is to increase diversity in the health professions and nursing workforce by providing grants to eligible health professions and nursing schools for use in awarding scholarships to financially needy students. El Camino College and its Nursing Program will continue to recruit students from underrepresented minority groups and students from educationally and economically disadvantaged backgrounds.

Katie Gleason, Administrator

Amount of Grant Funding from Granting Agency	\$2,600,000
Amount of College Match	\$ <u>          -0-</u>
Total Amount of Project Funding	\$2,600,000
Source of match Funds: Personnel In-Kind (N/A)	
Indirect to El Camino College	\$0 (none allowed)
Performance Period:	September 30, 2012 through June 30, 2016

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

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**Administrative Services**

**A. AB 2910 - QUARTERLY FISCAL STATUS REPORTS**

It is recommended the Board of Trustees receive the following Quarterly Financial Status Report for the quarter ending September 30, 2012. AB 2910, Chapter 1486, Statutes of 1986, requires that California community college districts report quarterly on their financial condition.

The report for September 30, 2012, is shown on the following Quarterly Financial Status Report for General Fund-Unrestricted (11).

FISCAL YEAR 2012-2013

Quarter Ended (Q1) September 30, 2012

<u>General Fund</u>	<u>2012-13 Budget</u>	<u>Year-to-Date Actuals</u>	<u>Percentage</u>
<b>INCOME</b>			
Federal	\$ 125,000	\$ 13,841	11.07%
State	56,135,167	7,858,635	14.00%
Local	38,593,664	7,477,784	19.38%
Interfund Transfers	<u>1,390,000</u>	<u>0</u>	
Total Income	\$ 96,243,831	\$ 15,350,260	
<b>APPROPRIATIONS</b>			
Academic Salaries	\$ 43,073,071	\$ 7,881,425	18.30%
Classified Salaries	24,431,328	4,089,088	16.74%
Staff Benefits	20,375,329	4,443,740	21.81%
Supplies/Books	1,227,000	229,614	18.71%
Other Operating Expenses	6,803,188 *	1,972,995	29.00%
Capital Outlay	79,600	15,186	19.08%
Other Outgo	<u>5,840,000</u>	<u>5,125,000</u>	87.76%
Total Appropriations	\$ 101,829,516	\$ 23,757,048	
 Net Revenues	 <u>\$ (5,585,685)</u>	 <u>\$ (8,406,788)</u>	

\*Other operating expenses net of estimated expenditure savings.

**B. Contracts Under \$81,000**

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

- 1. Contractor:** **ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**  
**Services:** Contractor will provide facilities and services for 12 Science, Technology, Engineering, and Math (STEM) instructors at the Asilomar Conference Grounds during a week-long faculty development workshop.  
**Requesting Dept.:** **Academic Affairs – Natural Sciences**  
**Date(s):** 8/3/13 – 8/8/13  
**Financial Terms:** Cost not to exceed \$9,891  
Funded by Title III HIS-STEM grant in partnership with Mt. St. Mary’s College
- 2. Contractor:** **CERRITOS COMMUNITY COLLEGE DISTRICT**  
**Services:** Contractor will provide professional services for promotion and recruitment, and support companies and colleges that seek to access state funds for workforce development in the manufacturing sector. These services support the Economic and Workforce Development Program initiative for Doing What Matters for Jobs and the Economy.  
**Requesting Dept.:** Student and Community Advancement – Community Advancement – Business Training Center (BTC)  
**Date(s):** 9/1/12 – 6/30/13  
**Financial Terms:** Cost not to exceed \$50,000  
Funded by BTC
- 3. Contractor:** **CERRITOS COMMUNITY COLLEGE DISTRICT**  
**Services:** Contractor will provide several training services to various companies. Training will include, but not limited to, Business and Management Skills, and Continuous Improvement, Manufacturing Skills, and Advanced Technology.  
**Requesting Dept.:** Student and Community Advancement – Community Advancement – Center for Applied Competitive Technologies (CACT)  
**Date(s):** 9/1/12 – 8/31/14  
**Financial Terms:** Cost not to exceed \$75,000  
Funded by Employment Training Panel (ETP)

4. **Contractor:** **CONG TY TNHH GIAO DUC NIEM VUI dba JOY EDUCATION CO., LTD (VIETNAM)**  
**Services:** Contractor will recruit F-1 Visa Students for El Camino College.  
**Requesting Dept.:** Student and Community Advancement – Admissions and Records – International Student Program  
**Date(s):** 9/17/12 – 6/30/13 with four optional one-year renewal periods, not to exceed five years  
**Financial Terms:** The fee shall be \$250 for each student per consecutive semester completed, not to exceed \$500
5. **Contractor:** **DLI & ASSOCIATES**  
**Services:** Contractor will develop, coordinate, market, and administer ETP contracts for companies doing business with the District’s Business Training Center.  
**Requesting Dept.:** **Student and Community Advancement – Community Advancement – CACT**  
**Date(s):** 9/10/12 – 6/30/13  
**Financial Terms:** Cost not to exceed \$80,000  
Funded by ETP
6. **Contractor:** **DOWDEN ASSOCIATES INC.**  
**Services:** Contractor will provide comprehensive assistance during annual District Business Training Center grant implementation phase and services for 2012-13 grant year; ongoing consultation; provision of guidance resources and ongoing program information; and assistance with required federal reports and correspondence.  
**Requesting Dept.:** Student and Community Advancement – Community Advancement  
**Date(s):** 10/1/12 – 9/30/13  
**Financial Terms:** Cost not to exceed \$26,040
7. **Contractor:** **HONG KONG TRADE DEVELOPMENT**  
**Services:** Contractor will provide booth space for nine El Camino Center for International Trade Development Center (CITD) clients at the EcoExpo 2012 Trade Show.  
**Requesting Dept.:** Student and Community Advancement – Community Advancement – CITD  
**Date(s):** 9/21/12 – 12/31/12  
**Financial Terms:** Cost not to exceed \$18,899.37



8. **Contractor:** **“I HAVE A DREAM” FOUNDATION**  
**Services:** Contractor will provide part-time employment for students enrolled in the Federal Work Study Program to work as tutors for elementary and middle school children.  
**Requesting Dept.:** Student and Community Advancement – Financial Aid  
**Date(s):** 8/22/12 – 6/30/14  
**Financial Terms:** No cost to the District
9. **Contractor:** **INTELLIRESPONSE, INC.**  
**Services:** Contractor will answer an unlimited volume of questions per year from the ECC website, Facebook, and Mobile Visitors.  
**Requesting Dept.:** Student and Community Advancement – Enrollment Services  
**Date(s):** 10/1/12 – 9/30/13  
**Financial Terms:** Cost not to exceed \$35,000  
Funded by Graduation Initiative, Title V Grant
10. **Contractor:** **LOS ANGELES REGIONAL EXPORT COUNCIL  
c/o LOS ANGELES CHAMBER OF COMMERCE**  
**Services:** Contractor will provide \$1,500 cost offset per eligible California small business to attend the business matchmaking trade mission to South America (up to 20 companies) and the Japan Aerospace trade show (up to 4 companies) under the California State Trade and Export Promotion (STEP) program. Contractor will provide \$10,000 for training and travel expenses for the Export-Import Bank City State Director to attend the Eco Expo Asia 2012.  
**Requesting Dept.:** Student and Community Advancement – Community Advancement – CITD  
**Date(s):** 10/16/12 – 6/30/13  
**Financial Terms:** Cost not to exceed \$46,000  
Funded by Responsive Training Fund grant, and the CA STEP project
11. **Contractor:** **MDESIGNS PRODUCTIONS, LLC**  
**Services:** Contractor will produce media, including video, audio and graphics, for use on ECC Web page and Cable TV channel.  
**Requesting Dept.:** Academic Affairs – Learning Resources  
**Date(s):** 10/15/12 – 8/31/13  
**Financial Terms:** Cost not to exceed \$13,000
12. **Contractor:** **SAN FRANCISCO COMMUNITY COLLEGE  
DISTRICT: CALIFORNIA EARLY CHILDHOOD  
MENTOR PROGRAM**

- Services:** Contractor will coordinate and offer seminars and workshops for mentors and directors in the early childhood education fields, and coordinate and develop mentoring programs to assist in the strengthening of the early childhood education workforce in the District's region.
- Requesting Dept.:** Academic Affairs – Behavioral and Social Sciences
- Date(s):** 8/1/12 – 7/31/13
- Financial Terms:** Cost not to exceed \$34,607  
Funded by a grant from the California State Department of Education
- 13. Contractor:** **SHAW HR CONSULTING**
- Services:** Contractor will provide consulting services to develop Job Function Analysis and/or conduct interactive process meetings and assessment for reasonable accommodation.
- Requesting Dept.:** Human Resources
- Date(s):** 9/1/12-8/31/13 with four optional one-year renewal periods, not to exceed five years
- Financial Terms:** Cost not to exceed \$4,000 per year
- 14. Contractor:** **SPACEDATA**
- Services:** Contractor will provide development, maintenance, and technical solutions for Advanced Customized Training Solutions/ETP database, and the Office 365 SharePoint website integration; resolve immediate technical issues; and guarantee the replication, security, and validity of all information collected, compiled, and processed for the California ETP contracts.
- Requesting Dept.:** Student and Community Advancement – Community Advancement – CACT
- Date(s):** 10/16/12 – 6/30/13
- Financial Terms:** Cost not to exceed \$12,000  
Funded by ETP
- 15. Contractor:** **UNITED STATES VETERANS INITIATIVE (U.S. VETS)**
- Services:** Contractor will work collaboratively with ECC to offer free mental health services to veterans and their families who are experiencing social and emotional difficulties as a result of veteran combat-exposure.
- Requesting Dept.:** Student and Community Advancement – Admissions and Records – Veterans
- Date(s):** 9/1/12 – 6/30/15

**Financial Terms:** No cost to the District

16. **Contractor:** **WESTERN GOVERNORS UNIVERSITY**  
**Services:** Western Governors University (WGU) will use the El Camino College Simulation Lab for El Camino College Associate Degree Nursing students enrolled in WGU's Bachelor of Science Nursing programs.  
**Requesting Dept.:** Academic Affairs – Health Sciences and Athletics  
**Date(s):** 9/1/12 – 7/31/13  
**Financial Terms:** Projected gross income \$15,000
17. **Contractor:** **YOSEMITE COMMUNITY COLLEGE DISTRICT, CHILD DEVELOPMENT TRAINING CONSORTIUM**  
**Services:** Contractor will assist ECC Child Development Department in determining and meeting the needs of individuals seeking new and/or maintaining currently held child development permits.  
**Requesting Dept.:** Academic Affairs – Behavioral and Social Sciences  
**Date(s):** 9/1/12 – 6/30/13  
**Financial Terms:** Projected gross income \$20,000

C. **Personal Service Agreements**

1. **Contractor:** **ARLENE BRACKETT**  
**Services:** Contractor will provide choreography for ECC Dance Department Fall 2012 Jubilation Concert.  
**Requesting Dept.:** Academic Affairs – Fine Arts – Dance  
**Date(s):** 10/1/12 – 12/2/12  
**Financial Terms:** Cost not to exceed \$750
2. **Contractor:** **NORMAN HARRIS dba TRADE LEARNING NETWORK**  
**Services:** Contractor will provide customized training material for the online U.S. licensed customs broker exam preparation course.  
**Requesting Dept.:** Student and Community Advancement – Community Advancement – CITD  
**Date(s):** 10/16/12 – 6/30/13  
**Financial Terms:** Cost not to exceed \$12,000
3. **Contractor:** **GERALD SWINEY**  
**Services:** Contractor will provide maintenance for the carpentry shop equipment.  
**Requesting Dept.:** Administrative Services – Facilities Planning and Services

**Date(s):** 10/16/12 – 6/30/13  
**Financial Terms:** Cost not to exceed \$4,000

**D. Settlement Agreements**

It is recommended the Board of Trustees, in accordance with Board Policy 6340, ratify the District entering into the following mutual settlement agreements for reimbursement to the below named fire agencies for having provided instructional services for Fire Technology 150. The Vice President of Administrative Services, or an authorized designee, has executed the necessary documents.

City of Beverly Hills	\$16,288
City of Culver City	\$10,935
City of El Segundo	\$9,198
City of Hermosa Beach	\$4,275
City of Manhattan Beach	\$2,025
City of Redondo Beach	\$10,813
City of Santa Monica	\$19,708
City of Torrance	\$15,000
Warner Bros. Studio Facilities	\$2,025

**E. Facilities Management Memorandum of Understanding – First Reading**

It is recommended the Board of Trustees accept for a first reading the Facilities Management Memorandum of Understanding.

**FACILITIES MANAGEMENT MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_ in the year 2012, by and between the COMPTON COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “Compton”) and the “EL CAMINO COMMUNITY COLLEGE DISTRICT” (hereinafter referred to as “El Camino” and collectively, as the “Parties”).

WHEREAS, the State of California has approved a Capital Outlay Project to the El Camino Community College District, El Camino College Compton Center for “Infrastructure Replacement Phase 1” in the total amount of approximately \$37,714,000. Approximately \$31,180,000 will be from the State of California and approximately \$6,534,000 from Compton Local Bond Funds (Measure CC);

WHEREAS, the State of California has approved a Capital Outlay Project to the El Camino Community College District, El Camino College Compton Center for “Infrastructure Replacement Phase 2” in the total amount of approximately \$19,498,000. Approximately

\$17,248,000 will be from the State of California and approximately \$2,250,000 from Compton Local Bond Funds (Measure CC);

WHEREAS, the State of California has approved a Capital Outlay Project to the El Camino Community College District, El Camino College Compton Center for “Allied Health Renovation” in the total amount of approximately \$ 13,270,000. Approximately \$8,946,000 will be from State of California and approximately \$4,324,000 from Compton Local Bond Funds (Measure CC). Note: all approved Capital Outlay Plan projects cited in the above Recitals shall be individually referred to as “Project” and collectively referred to as “Projects”;

WHEREAS, since the State of California Department of Finance requires the Capital Outlay Projects approved for Compton to be in the name of El Camino for the Projects to be constructed on Compton’s property, the Parties would like to set forth each Party’s rights and responsibilities for the Projects in this MOU; Capital Outlay Project bid awards require approval by Compton, El Camino, Chancellor’s Office and Department of Finance. The State of California will adjust these numbers at various stages of the project.

WHEREAS, the Parties agree to commit to a collaborative process where each Party will provide input and recommendations to be considered in earnest by the other Party, with the Parties working together to make collaborative decisions for the benefit of the Projects;

WHEREAS, the Parties agree that El Camino will take primary responsibility to manage the design, construction, State of California funding issues, and related activities necessary to complete the Projects, and Compton will take primary responsibility for local financing (Measure CC), and provide oversight and approvals as necessary;

WHEREAS, when El Camino and Compton are required to review or approve any items necessary to complete the Projects, each shall do so in a timely manner as to not delay progress or completion of the Projects, and any approvals shall not be unreasonably withheld, and,

WHEREAS, the parties wish to use the provisions of this MOU as a model for future projects of a similar nature.

NOW, THEREFORE, the Parties hereto agree as follows:

1. No Transfer or Waiver of Rights. Nothing in this Agreement shall be construed as Compton transferring or waiving to El Camino or any other party, any rights whatsoever to any property, fixtures, equipment, facilities etc. related to the Projects. All rights or title to any property (real, personal or others) shall be retained by Compton unless otherwise expressly agreed to in writing by Compton.
2. Term. The term of this MOU shall be from approval of this MOU by ECCCCD Governing Board of Trustees and CCCD’s Special Trustee until final completion of all Projects, or as modified in writing and signed by both Parties.
3. Funding/ Financial Responsibilities.

- A. El Camino and its consultants shall maintain books and records of revenue received and expenses incurred to complete planning, design, bidding and construction of the Projects. Personnel or its consultants utilized by El Camino to perform accounting and related functions under this Agreement shall be skilled, trained and experienced in maintaining accounting books and records relating to design, bidding and construction of public works projects. Accounting books and records developed and maintained by El Camino hereunder shall be: (i) consistent with generally accepted accounting principles applied in a consistent manner; (ii) El Camino policies; and (iii) available at all times to the District for inspection, review or reproduction. Accounting books and records maintained by El Camino College shall be in accordance with District policies and requirements. Additionally, the Program Manager shall assist with audit preparation.
1. El Camino and its consultants shall maintain records of expenditures incurred to complete planning, design, bidding and construction of the Projects. Records of expenditures must incorporate functions required by the El Camino including without limitation, sorting expenditures by the following: (i) per Project; (ii) per Project year- to- date; (iii) cumulative per Project; (iv) Projects year-to-date; and (v) by categories of expenditures.
  2. El Camino shall have the authority to take such action as is reasonably necessary to insure that State funds are legally and properly expended.
- B. Compton shall have responsibility for all local (including Measure CC) financial commitments related to the Projects, including the payment of appropriate professional consultants or other third parties necessary to plan, design, construct and complete the Projects including, but not limited to, architects, engineers, contractors, etc. (collectively, “Consultants” and/or “Vendors”). Compton shall be responsible to maintain proper cash flow for projects. Compton shall provide timely payments to all consultants’ and/or vendors associated with these projects. Compton shall have the authority to take such action as is reasonably necessary to insure that its local bond funds are legally and properly expended.
- C. The Parties shall cooperate and provide each other all necessary information and documents to properly and timely submit Capital Outlay Reimbursement Claims to the State of California related to the Projects. El Camino shall review, approve and submit any such Claims prior to submittal to the State of California for reimbursement.
- D. El Camino shall ensure timely disbursement of all received funds from the State of California related to the Projects less the amounts received for payments related to 3 A. a. The Parties agree to provide each other a detailed accounting of all State of California Funds associated with the Projects and such accounting records shall be presented to the other Party on a monthly basis or other regular basis reasonably requested by the other Party.

4. Budgets. El Camino shall develop budgets for the Projects based on the amounts approved by the State of California in the Capital Outlay Plans. This information shall be made available to Compton for review and approval. El Camino shall update all budgets for the Projects on a regular basis, or as necessary, which shall contain, to the extent possible, real-time information including the following:
  - A. Original/ approved budget vs. current budget
  - B. Original/ approved budget vs. amounts spent/ committed/ projected
  - C. List of all funding sources and amounts
  - D. Budget and contract growth analysis
  - E. Contract schedule growth analysis
  - F. Contract percentage spent analysis
  
5. Project Costs and Tracking. El Camino shall monitor and track all costs to ensure such costs are within the approved budgets for the Projects. This information shall be made available to Compton for review and approval. El Camino shall update all costs related to the Projects on at least a monthly basis, or as necessary, which shall contain, to the extent possible, real-time information including:
  - A. Cost status by budget category: budgets, contracts, proposed changes, change orders, amounts paid to date, projected costs to complete vs. budget variances and requests for information (“RFI’s”).
  - B. Contracts: original contract amounts, change orders, current contract amounts, proposed changes and approved payments. Any changes to contracts prepared by El Camino shall be made available to Compton for review and approval.
  - C. Payment requests/invoices: amounts requested, approved, retention, amounts paid and dates paid, amounts received and dates received.
  - D. Compton agrees that the State of California funding for management of the projects shall be retained by El Camino for payment to a construction management firm for its actions undertaken in this MOU.
  - E. Compton shall provide, at no cost to El Camino, sufficient space, supplies, and equipment to enable El Camino to manage the El Camino projects constructed on the Compton property, including sufficient onsite trailer space and communication hookups such as telephone, computer, and the like.
  - F. Compton shall be responsible for any and all attorney’s fees pertaining to the capital outlay projects under this MOU. Compton shall not unreasonably withhold such approval, and shall act in the best interest of the parties and the project.

Compton shall have the authority to review all monthly payment applications related to the Projects.

6. **Project Accounting.** The Parties agree to cooperate and coordinate accounting formats and procedures for the Projects that are compatible and consistent with each Party's existing accounting requirements, as well as those of the Los Angeles County Office of Education.
7. **Schedules.** El Camino shall prepare a master schedule for all Projects, as well as individual schedules for each Project, for review and approval by Compton. El Camino shall update the master and Project schedules on a regular basis, or as necessary, which shall contain, to the extent possible, real-time information including: major Project milestones, schedule for design, construction and close-out of Projects. El Camino shall provide all scheduling updates to Compton in a timely manner.
8. **Monthly Reports.** El Camino shall prepare monthly status reports including updates and information as required in this MOU related to the budgets, costs, schedules and safety issues for the Projects. These reports shall be provided to Compton for review in a timely manner.
9. **Consultants and Contracts.** Except for program managers, construction managers or project managers which shall be the sole responsibility of El Camino, Compton shall contract with appropriate professional Consultants necessary to plan, design, construct and complete the Projects. Both Compton and El Camino shall have joint authority to approve all Consultants under contract with El Camino or Compton related to the Projects. If the Parties cannot agree on the selection of a particular Consultant, the Chancellor of the California Community Colleges decision will govern.
10. **Bidding and Construction.** El Camino shall prepare bid documents for construction of the Projects. If Compton elects to prequalify any Consultants related to the Projects, El Camino shall approve such process for prequalification.
11. **Documents.** Compton shall be provided clearance and access to review all relevant Project documents, except to the extent any such information or documents are protected by any applicable privileges or not subject to disclosure under applicable laws. If there are any documents that are only available as a hard copy or not available in an electronic format, El Camino will provide hard copies of such documents to Compton and Compton will provide hard copies of such documents to El Camino.
12. **Insurance.** Until completion of all Projects, El Camino and Compton shall either be self-insured or maintain workers' compensation and comprehensive liability insurance providing coverage for public liability, automobile liability, bodily injury and property damage. El Camino shall require all Consultants performing work or providing services for the Projects to be properly insured and obtain the required bonds. All Consultant contracts entered into by El Camino for the Projects shall include a requirement that Compton be named as an additional insured on all policies and that any indemnity/hold harmless provisions include El Camino as an express named indemnitee.



13. Indemnity.

- A. El Camino shall, to the extent permitted by law, indemnify, defend, and hold harmless Compton, its officers, agents and employees, from all actions, claims or liabilities for any injury, death, damage, or loss to person or property, that arise in any manner from the acts or omissions of El Camino, its officers, agents and employees in the performance of this MOU, including, but not limited to, all actions, claims or liabilities arising or connected in any way with El Camino's actions taken pursuant to this MOU.
- B. Compton shall, to the extent permitted by law, indemnify, defend, and hold harmless El Camino, its officers, agents and employees, from all actions, claims or liabilities for any injury, death, damage, or loss to person or property, that arise in any manner from the acts or omissions of Compton, its officers, agents and employees in the performance of this MOU, including, but not limited to, all actions, claims or liabilities arising or connected in any way with Compton's actions taken pursuant to this MOU.
- C. The provisions of indemnity set forth in this Section shall not be construed to obligate a party to pay any liability including, but not limited to, punitive damages, which by law would be contrary to public policy or otherwise unlawful.

14. Collaborative Process. The Parties will endeavor to make decisions related to the Projects in a collaborative manner after considering each Party's input and recommendations. If there are any differing opinions or conflicts between the Parties related to how the Projects should be completed, a meeting with the Compton Chief Executive Officer or his/her designee and the El Camino Vice President of Administrative Services or his/her designee shall be held. The parties shall establish a joint facilities management team, co-chaired by the El Camino Vice President of Administrative Services and the Compton Chief Executive Officer or his/her designee. The team shall meet on a regular basis, generally monthly. If the Parties cannot agree, the Chancellor of the California Community Colleges decision will govern.

15. Entire Agreement. This MOU contains the entire agreement between the Parties with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the Parties. No other agreement, or promise made by any Party not contained herein shall be binding or valid. This MOU shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the Parties herein as set out above. This MOU may be amended only by a writing signed by the Parties.

16. Enforceability. Should any provision of this MOU be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this MOU. This MOU shall be construed, determined and

enforced in accordance with the laws of the State of California of California with venue in Los Angeles County, California.

17. Construction. The Parties agree that each Party has been represented by counsel; that counsel for each Party has reviewed this MOU; and that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this MOU or any amendments or exhibits thereto.
18. Attorneys' Fees. In the event of a dispute under this MOU, each Party shall bear its own attorneys' fees and costs.
19. Assignment. No Party shall assign this MOU or any right or privilege any Party might have under this MOU without the prior mutual written consent of all Parties hereto.
20. Effect of Recitals. The Recitals herein are deemed true and correct, are hereby incorporated into this MOU as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.
21. Conflicts of Interest. No director, officer, official, representative, agent, or employee of any Party shall have any financial interest, direct or indirect, in this MOU.
22. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this MOU. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this MOU.
23. Third Party Beneficiaries. Nothing in this MOU shall be construed to confer any rights upon any party not signatory to this MOU.
24. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

The Parties, through their authorized representatives, have executed this MOU as of the day and year first written above.

Compton Community College District:

El Camino Community College District

\_\_\_\_\_  
Tom Henry Special Trustee

\_\_\_\_\_  
Thomas M. Fallo Superintendent/President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I have reviewed this Memorandum of Understanding and concur with its terms. I also confirm that the Special Trustee has the power to sign it and, acting in accordance with the authority I have granted him under the law, to bind Compton Community College District to the terms set forth in the agreement.

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Chancellor, California Community Colleges

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Date

**F. Purchase Orders And Blanket Purchase Orders**

It is recommended all purchase orders be ratified as shown.

<b>P.O. Number</b>	<b>Vendor Name</b>	<b>Site Name</b>	<b>Description</b>	<b>P.O. Cost</b>
<b>Fund 11</b>	<b>Unrestricted - El Camino</b>			
P0600412	Sargent Welch	Chemistry	Instructional Supplies	\$4,601.00
P0600414	Ward's Natural Science	Earth Sciences	Instructional Supplies	\$319.40
P0600417	Cole Parmer	Chemistry	Instructional Supplies	\$440.70
P0600474	Leonid Rachman	International Students	Conferences Mgmt	\$3,198.33
P0600476	Amazon.Com	Institutional Research	Publications/ Periodicals And	\$118.99
P0600482	Layne Laboratories, Inc	Life Sciences	Instructional Supplies	\$247.58
P0600483	Governet	Information Technology	License Fee/Site Licenses	\$11,520.00
P0600484	RP Group, the	Institutional Research	Conferences Classified	\$375.00
P0600485	Computerland of	Information Technology	License Fee/Site Licenses	\$49,402.00
P0600486	Christopher Ramirez	Ctr for Arts Instr/Admin	Contract Services	\$150.00
P0600487	Lee Corkett	Ctr for Arts Instr/Admin	Contract Services	\$150.00
P0600488	Karen L. Hoglan	Ctr for Arts Instr/Admin	Contract Services	\$300.00
P0600489	Alexander J. Smith	Ctr for Arts Instr/Admin	Contract Services	\$125.00
P0600493	Brown & Bigelow, Inc.	Outreach and School	Non-Instruct Supplies	\$93.62
P0600494	Freestyle Photographic	Photography	Instructional Supplies	\$476.33
P0600495	Natalie Sintek	Ctr for Arts Instr/Admin	Contract Services	\$500.00
P0600496	Campus Food Services	SRC Accessibility Fund	Conferences Faculty	\$1,013.01
P0600497	ACBO	Administrative Services	Conferences Mgmt	\$285.00
P0600501	Breustein & Manasevit,	Administrative Services	Conferences Mgmt	\$150.00
P0600503	Marine News	Ed & Community	Multi Media Advertising	\$1,980.00
P0600505	Association for	Institutional Research	Dues And Memberships	\$250.00
P0600506	NCR Foundation	Outreach and School	Non-Instruct Supplies	\$200.00
P0600507	Western State	Physical Education	Dues And Memberships	\$350.00
P0600508	Foothill Athletic	Physical Education	Dues And Memberships	\$100.00
P0600509	Buddy's All Stars Inc.	Physical Education	Instructional Supplies	\$5,937.75
P0600514	Scrip-Safe	Admissions/Recors	Non-Instruct Supplies	\$4,362.00

P0600516	Southern California	Physical Education	Dues And Memberships	\$1,800.00
P0600517	Discount Two-Way	Ctr for Arts Production	Repairs Parts And Supplies	\$728.75
P0600526	Xpedx	Copy Center	Non-Instruct Supplies	\$984.10
P0600527	Haas Automation Inc	Machine Tool	Instructional Supplies	\$90.83
P0600529	Del Rey Party Rentals	Transfer Center	Non-Instruct Supplies	\$233.50
P0600530	Fastsigns	Transfer Center	Non-Instruct Supplies	\$48.07
P0600531	Monterey Graphics	Counseling Office	Non-Instruct Supplies	\$48.94
P0600534	Dell Computer	Counseling Office	Non-Instruct Supplies	\$300.14
P0600536	John Wiley & Sons Inc.	Counseling Office	Publications/ Periodicals And	\$119.40
P0600537	American Counseling	Counseling Office	Dues And Memberships	\$211.00
P0600538	National Assoc of	Counseling Office	Publications/ Periodicals And	\$50.00
P0600543	Academic Senate for	Academic Senate	Dues And Memberships	\$4,556.85
P0600544	Monterey Graphics	International Students	Non-Instruct Supplies	\$48.94
P0600545	American Express	Facilities/Planning/Serv	Conferences Mgmt	\$219.60
P0600546	CCFC Annual	Facilities/Planning/Serv	Conferences Mgmt	\$330.00
P0600547	Rose Brand	Ctr for Arts Production	Non-Instruct Supplies	\$1,140.93
P0600548	Full Compass	Ctr for Arts Production	Non-Instruct Supplies	\$179.37
P0600551	The Apple Store	Div Office Business	Instructional Supplies	\$443.55
P0600553	Dell Marketing L. P.	Div Office Business	Non-Instruct Supplies	\$648.32
P0600555	CI Solutions	District Photo Id Cards	Non-Instruct Supplies	\$1,408.51
P0600557	Sage Publications, Inc.	Div Office Instr.	Library Books	\$90.99
P0600558	Thompson West	Div Office Instr.	Library Books	\$1,681.28
P0600559	AMATYC/SW	Division Office Math	Conferences - Student	\$35.00
P0600560	Regents, University of	Counseling Office	Conferences Mgmt	\$40.00
P0600563	CFKR Career Material	Career Center	Special Counseling Test	\$104.88
P0600569	Riverside City College	Counseling Office	Conferences Mgmt	\$99.00
P0600570	Monterey Graphics	Counseling Office	Non-Instruct Supplies	\$48.94
P0600571	Quest Software	Information Technology	Maintenance Contracts	\$13,470.25
P0600580	City of Torrance	Institutional Services	Regulatory	\$2,365.84
P0600581	WASFAA Jobs Bank	Human Resources	Multi Media Advertising	\$75.00
P0600582	Carolina Biological	Life Sciences	Instructional Supplies	\$191.23
P0600583	Utrecht Art	Art Department	Instructional Supplies	\$148.95
P0600584	Verizon Wireless	Health,Safety and Risk	Telephone	\$78.85
P0600585	Grainger	Art Department	Instructional Supplies	\$177.36
P0600586	McMaster Carr	Automotive Technology	Instructional Supplies	\$148.90
P0600587	Graphic Chemical	Art Department	Instructional Supplies	\$504.31
P0600588	OmniUpdate	Information Technology	License Fee/Site Licenses	\$49,000.00
P0600591	Xpedx	Copy Center	Instructional Supplies	\$992.02
P0600593	MSC Industrial Supply	Automotive Collision	Instructional Supplies	\$528.69
P0600594	Techsmith	Staff Development	Non-Instruct Supplies	\$198.75
P0600596	CACCRAO	Admissions/Recors	Dues And Memberships	\$200.00
P0600597	Time Clock Sales and	Admissions/Recors	Repairs Noninstructional	\$92.40
P0600599	Scantron	Information Technology	Non-Instruct Supplies	\$2,856.39
P0600603	UCLA Center for	Paramedic Academy	Contract Services	\$8,016.00
P0600605	Independent Foundry	Machine Tool	Instructional Supplies	\$513.57
P0600607	Society of	Presidents Office	Dues And Memberships	\$138.00
P0600609	Community Education	CIS	Dues And Memberships	\$500.00
P0600611	Head Penn Racquet	Physical Education	Instructional Supplies	\$1,539.90
P0600613	Michael E. Brownlie	Fire Academy 06-07	Instructional Supplies	\$633.00
P0600617	Industrial Metal Supply	Ctr for Arts Production	Non-Instruct Supplies	\$180.91
P0600619	MKH Electronics	Physical Education	Repairs Parts And Supplies	\$193.56
P0600622	Sitler's Suppliers, Inc.	Civic Center Fine Arts	Non-Instruct Supplies	\$1,415.38
P0600625	ACCCA	Div Office Fine Arts	Dues And Memberships	\$300.00
P0600626	CSU Northridge	First Year Experience	Conferences Mgmt	\$195.00
P0600627	Computerland of	Information Technology	Maintenance Contracts	\$172,520.50

P0600628	Amazon.Com	Life Sciences	Instructional Supplies	\$32.28
P0600632	CCS Presentation	Div Office BSSC	Other Instr Supplies	\$546.98
P0600633	Regents of University of	First Year Experience	Conferences Mgmt	\$120.00
P0600636	ACHRO/EEO	Human Resources	Dues And Memberships	\$200.00
P0600638	Amazon.Com	I&T Div Ofc	Other Books	\$116.71
P0600641	Travel Adventure	Ctr for Arts Instr/Admin	Dues And Memberships	\$275.00
P0600651	Xpedx	Copy Center	Instructional Supplies	\$2,222.92
P0600653	Watson Label Products	Div Office Instr.	Instructional Supplies	\$651.70
P0600662	NCMPR	Public Relations &	Dues And Memberships	\$450.00
P0600664	J.D. Fields Lumber	Ctr for Arts Production	Non-Instruct Supplies	\$1,259.75
P0600665	Rose Brand	Ctr for Arts Production	Non-Instruct Supplies	\$302.33
P0600666	Monterey Graphics	Div Office BSSC	Non-Instruct Supplies	\$48.94
P0600667	ACBO	Public Relations &	Conferences Mgmt	\$85.00
P0600668	Ronald Kellum	Ctr for Arts Instr/Admin	Contract Services	\$500.00
P0600669	CCPRO	Public Relations &	Dues And Memberships	\$100.00
P0600670	Hawthorne Chamber of	Public Relations &	Dues And Memberships	\$125.00
P0600671	Manhattan Beach	Public Relations &	Dues And Memberships	\$45.00
P0600672	Carson Chamber of	Public Relations &	Dues And Memberships	\$125.00
P0600673	Torrance Chamber of	Public Relations &	Dues And Memberships	\$290.00
P0600674	Inglewood Chamber of	Public Relations &	Dues And Memberships	\$500.00
P0600675	Monterey Graphics	Fiscal Services	Non-Instruct Supplies	\$1,007.46
P0600676	Communications Arts	Art Department	Non-Instruct Supplies	\$40.00
P0600677	Carolina Biological	Life Sciences	Instructional Supplies	\$129.32
P0600680	American Express	First Year Experience	Conferences Mgmt	\$268.60
P0600681	Fast Deer Bus Charter	Transfer Center	Transportation	\$885.00
P0600682	Southern California	Counseling Office	Dues And Memberships	\$75.00
P0600685	National Student	Institutional Research	Maintenance Contracts	\$1,626.55
P0600686	RP Group, the	Institutional Research	Conferences Classified	\$375.00
P0600687	M & K Metal Co.	Physical Education	Repairs Parts And Supplies	\$629.59
P0600688	CCCAOE	Ed & Community	Conferences Mgmt	\$395.00
P0600691	Public Agency Law	Institutional Services	Legal	\$3,999.60
P0600692	South Coast	Athletics-	Dues And Memberships	\$6,000.00
P0600693	Law Offices of Larry	Institutional Services	Legal	\$9,562.73
P0600695	Law Offices of Larry	Institutional Services	Legal	\$4,443.75
P0600698	Complete Office	Facilities/Planning/Serv	Non-Instruct Supplies	\$81.51
P0600700	Kater-Crafts	Div Office Instr.	Bookbinding	\$3,000.00
P0600704	Monterey Graphics	Student Affairs	Non-Instruct Supplies	\$48.94
P0600714	Etudes, Inc.	Staff Development	Conferences Other	\$275.00
P0600715	Law Offices of Larry	Institutional Services	Legal	\$6,525.00
P0600716	Leonid Rachman	International Students	Conferences Mgmt	\$1,548.16
P0600717	MDesigns Productions,	Instructional Television	Contract Services	\$1,800.00
P0600718	DWS Services Group	Institutional Services	Legal	\$600.00
P0600719	Hershey Systems, Inc.	Information Technology	Maintenance Contracts	\$700.00
P0600722	Los Angeles County	Hazmat	Waste Disposal	\$4,333.00
P0600726	Monterey Graphics	Fiscal Services	Non-Instruct Supplies	\$48.94
P0600739	SpaceData	Ed & Community	Dues And Memberships	\$552.00
P0600740	Repair Machine &	Facilities/Planning/Serv	Non-Instruct Supplies	\$1,430.00
P0600747	Action Training	Ed & Community	Non-Instruct Supplies	\$234.67
P0600749	Register.Com, Inc	Ed & Community	Multi Media Advertising	\$769.50
P0600751	Fisher Scientific	Earth Sciences	Instructional Supplies	\$78.13
P0600753	Dell Computer	Ctr for Arts Production	Non-Instruct Supplies	\$13.85
P0600754	Grainger	Ctr for Arts Production	Non-Instruct Supplies	\$328.86
P0600755	Mouser Electronics	Astronomy	Instructional Supplies	\$115.25
P0600757	Freestyle Photographic	Photography	Instructional Supplies	\$782.07
P0600758	Bulbman	Art Department	Instructional Supplies	\$125.63

P0600760	Sports Unlimited	Physical Education	Instructional Supplies	\$143.56
P0600761	VWR Scientific	Life Sciences	Instructional Supplies	\$193.76
P0600762	Anthem Sports, LLC	Physical Education	Instructional Supplies	\$163.16
P0600763	BSN Sports	Physical Education	Instructional Supplies	\$275.04
P0600765	BizShoppes	Physical Education	Instructional Supplies	\$715.86
P0600766	Baseball Savings	Physical Education	Instructional Supplies	\$625.96
P0600767	Mazkiya	Physical Education	Repairs Parts And Supplies	\$54.38
P0600770	Monterey Graphics	Div Office Fine Arts	Non-Instruct Supplies	\$97.88
P0600773	Chronicle of Higher	Institutional Research	Dues And Memberships	\$72.50
P0600774	Thomson Reuters	VP-SCA	Publications/ Periodicals And	\$290.00
P0600775	College Art Association	Div Office Fine Arts	Dues And Memberships	\$665.00
P0600776	Associated Auto Air &	Facilities/Planning/Serv	Repairs Noninstructional	\$1,146.78
P0600791	Public Agency Law	Institutional Services	Legal	\$5,027.40
P0600792	Complete Office	Ed & Community	Non-Instruct Supplies	\$80.75
P0600794	Academic Superstore	Div Office Instr.	Other Services And Expenses	\$209.66
P0600795	Battery Specialties	Audio/Visual	Instructional Supplies	\$99.40
P0600797	Amazon.Com	Staff Development	Other Books	\$226.42
P0600799	Monterey Graphics	Div Office Fine Arts	Non-Instruct Supplies	\$48.94
P0600800	Cal Tech Copier, Inc.	Institutional Research	Maintenance Contracts	\$525.00
P0600809	Quest Software	Information Technology	License Fee/Site Licenses	\$1,901.26
P0600814	NCMPR	Public Relations &	Conferences Mgmt	\$60.00
P0600816	Hermosa Beach	Public Relations &	Dues And Memberships	\$300.00
P0600817	Community College	Public Relations &	Conferences Mgmt	\$100.00
P0600819	EBSCO	Music Library	Instructional Supplies	\$552.15
P0600820	Community College	Public Relations &	Conferences Mgmt	\$390.00
P0600822	Galil Productions	Ed & Community	Multi Media Advertising	\$497.00
P0600830	Thomson West	Div Office Instr.	Library Books	\$2,110.29
P0600831	Midwest Library Service	Div Office Instr.	Library Books	\$5,432.43
P0600832	Midwest Library Service	Div Office Instr.	Library Books	\$7,029.25
P0600833	Midwest Library Service	Div Office Instr.	Library Books	\$1,752.82
P0600838	Bio Rad Laboratories	Life Sciences	Instructional Supplies	\$200.58
P0600839	Grainger	Facilities/Planning/Serv	Repairs Noninstructional	\$1,101.09
P0600840	Law Fire Protection	Facilities/Planning/Serv	Repairs Noninstructional	\$9,429.47
P0600844	Solarwinds.Net	Information Technology	Maintenance Contracts	\$599.00
P0600845	Hitt Marking Devices	Fiscal Services	Non-Instruct Supplies	\$44.23
P0600846	Apple, Inc.	Staff Development	Non-Instruct Supplies	\$128.32
P0600847	Xpedx	Copy Center	Non-Instruct Supplies	\$704.44
P0600848	Board of Registered	Nursing	Dues And Memberships	\$200.00
P0600851	Los Angeles County	Human Resources	Dues And Memberships	\$8,435.40
P0600852	Harrah's Lake Tahoe	Human Resources	Conferences Mgmt	\$267.81
P0600853	American Express	Human Resources	Conferences Mgmt	\$350.60
P0600858	Paperclip	English	Instructional Supplies	\$385.45
P0600859	El Camino College	Public Relations &	Conferences Mgmt	\$100.00
P0600862	Global Experience	Ed & Community	Conferences Mgmt	\$560.96
P0600864	Complete Office	Warehouse	Inventories, Stores, Prepaid I	\$5,494.05
P0600866	Costco Wholesale	Ctr for Arts Ticket Office	Non-Instruct Supplies	\$110.00
P0600867	Karrior Electric Vehicle,	Facilities/Planning/Serv	Repairs Noninstructional	\$177.15
P0600873	CPP	Career Center	Other Services And Expenses	\$195.00
P0600875	CI Solutions	District Photo Id Cards	Non-Instruct Supplies	\$2,501.25
P0600876	Cal Tech Copier, Inc.	Purchasing and	Repairs Noninstructional	\$125.00
P0600880	South Coast Higher	Transfer Center	Dues And Memberships	\$50.00
P0600898	Airport Van Rental	Earth Sciences	Transportation	\$343.65
P0600902	Cerritos Community	First Year Experience	Conferences Mgmt	\$20.00

**Fund 11 Total: 189**

\$482,646.18

**Fund 12      Restricted - El Camino**

P0600316	NCSBN	EGADNP-10-0116	Conferences Faculty	\$1,614.94
P0600473	Embassy Suites	CITD Int'l Trade Trng	Conferences Other	\$291.54
P0600475	CPA California	CalWORKs	Non-Instruct Supplies	\$70.00
P0600477	Quality Council of	JDIF - (10-336-070)	Other Books	\$843.00
P0600479	Total Reader, Llc	TitleV-Improving	Non-Instruct Supplies	\$2,100.00
P0600480	Nancy Hurtado-Ziola	Title III- H S I - STEM	Contract Services	\$400.00
P0600491	Barnes & Noble	Terminal Island -	Other Books	\$960.36
P0600492	Amazon.Com	WPLRC PIC Aerospace	Other Books	\$16.40
P0600500	Pauline Annarino	WRIEC Year 2	Non-Instruct Supplies	\$150.00
P0600510	Campus Food Services	EOPS CARE	Non-Instruct Supplies	\$1,250.63
P0600511	Project Lead the Way,	CTE IV	Conferences Other	\$5,000.00
P0600513	American Express	EOPS CARE	Conferences Other	\$239.60
P0600515	Candance Pilgram	EOPS CARE	Contract Services	\$300.00
P0600518	Project Lead the Way	CTE IV	Conferences Other	\$7,200.00
P0600535	Dell Computer	Matriculation	Non-Instruct Supplies	\$300.14
P0600549	Forms+Surfaces	Natural Sciences	New Equip - Noninstr \$5k less	\$2,737.83
P0600554	Ryugaku Journal, Inc.	El Camino Language	Contract Services	\$600.00
P0600556	Battery Systems-Long	CAA (10-091-002)	Non-Instruct Supplies	\$746.20
P0600561	Thomson West	Faculty & Staff Diversity	Non-Instruct Supplies	\$42.41
P0600562	Daystar Filters	Title III- H S I - STEM	New Equipment - Instructional	\$4,465.95
P0600564	Woodland Hills	Title III- H S I - STEM	New Equipment - Instructional	\$5,975.81
P0600565	B & H Inglewood Tow	Parking-Student	Repairs Non Instr	\$25.00
P0600566	Bob Lee's Automotive	Parking-Student	Repairs Non Instr	\$93.89
P0600589	Guided Business Plan	City of Carson	Noninstructional Supplies	\$620.12
P0600592	Amazon.Com	Title III- H S I - STEM	Text Books	\$109.83
P0600608	Amazon.Com	CAA (10-091-002)	Non-Instruct Supplies	\$137.92
P0600612	Triangle Engineering,	VATEA I&T	New Equipment - Instructional	\$6,900.63
P0600614	Campus Food Services	Title III- H S I - STEM	Non-Instruct Supplies	\$687.85
P0600615	Complete Office	Foster Care Ed 03-04	New Equip - Noninstr \$5k less	\$398.03
P0600616	Campus Food Services	Title III- H S I - STEM	Non-Instruct Supplies	\$1,104.37
P0600618	Shred-It California	Parking-Student	Other Services And Expenses	\$622.60
P0600620	Drug Enforcement	Health Services	In-Serv Training Instr	\$731.00
P0600621	Emergency First	(STCW) Standards for	Other Books	\$824.50
P0600623	Paper Direct	(STCW) Standards for	Non-Instruct Supplies	\$107.57
P0600624	American Express	CAA (10-091-002)	Transportation/ Mileage And	\$1,508.00
P0600629	Campus Food Services	MESA UCLA CEED	Conferences - Student	\$462.73
P0600630	Brett T. Lopez	MESA UCLA CEED	Contract Services	\$100.00
P0600631	Mario S. Cabrera	MESA UCLA CEED	Contract Services	\$100.00
P0600637	Dell Computer	Faculty & Staff Diversity	New Equipment -	\$480.65
P0600639	Campus Food Services	VATEA Business	Contract Services	\$781.64
P0600649	Society of	CMTA-H1B	Other Books	\$3,372.87
P0600657	Thinkglobal Inc.	Matching - IDRC, etc.	Multi Media Advertising	\$547.50
P0600659	Dell Marketing L. P.	Title III- H S I - STEM-	Instr.CompEquip less than\$5k	\$21,288.68
P0600661	Green Ink Marketing	Public Relations &	Multi Media Advertising	\$1,080.00
P0600678	American Express	IDRC Green	Conferences Mgmt	\$1,194.80
P0600679	Los Angeles Superior	Parking Violations DMV	Other Services And Expenses	\$10,988.00
P0600683	IBM Corporation	TitleV-Improving	Non-Instruct Supplies	\$2,210.00
P0600689	Quality Council of	CMTA-H1B	Other Books	\$973.50
P0600694	I-Tul Design &	NSF-Aerospace Mfg Ed	Non-Instruct Supplies	\$215.40
P0600697	Midas Auto Repair	Parking-Student	Repairs Non Instr	\$595.00
P0600699	Emblem Enterprises,	Parking-Student	Non-Instruct Supplies	\$405.52

P0600705	Bothwell Automotive,	Parking-Student	Repairs Non Instr	\$112.00
P0600706	Bob Lee's Automotive	Parking-Student	Repairs Non Instr	\$342.08
P0600708	UpToDate	Health Services	Other Books	\$2,198.00
P0600709	Sandra J. Parvis	CCAMPIS prior year	Dues And Memberships	\$250.00
P0600710	Quality Business	Head Start Partnership	Instructional Supplies	\$127.63
P0600712	Charles Reese	Faculty & Staff Diversity	Contract Services	\$150.00
P0600713	South Bay Workforce	Community	Contributions	\$500.00
P0600723	Kerry Bonner	IDRC Green	Conferences Mgmt	\$95.00
P0600724	Campus Food Services	TitleV-Improving	Non-Instruct Supplies	\$81.56
P0600725	CDW-G	Parking-Student	Non-Instruct Supplies	\$160.95
P0600728	American Express	Veterans Education	Travel And Conference	\$420.00
P0600729	NAPA	VATEA I&T	New Equipment - Instructional	\$13,706.65
P0600730	NAPA	VATEA I&T	New Equipment - Instructional	\$8,250.00
P0600731	Finishmaster	VATEA I&T	Instructional Supplies	\$258.43
P0600732	Northern Tool &	VATEA I&T	Instructional Supplies	\$851.72
P0600733	Dell Marketing L. P.	VATEA I&T	Instr.CompEquip less than\$5k	\$2,188.78
P0600735	B & H Photo-Video	Parking-Student	Non-Instruct Supplies	\$112.95
P0600736	Safety-Kleen	VATEA I&T	New Equipment - Instructional	\$233.81
P0600737	United Refrigeration	VATEA I&T	New Equipment - Instructional	\$3,250.00
P0600738	Dipte D. Patel	VATEA Special	Instructional Supplies	\$28.91
P0600748	American Express	EOPS	Conferences Classified	\$904.80
P0600750	Security on Campus,	Parking-Student	In-Service Training	\$395.00
P0600756	Community College	TitleV-Improving	Non-Instruct Supplies	\$1,960.00
P0600759	Drug Enforcement	Health Services	In-Serv Training Instr	\$731.00
P0600768	United Refrigeration	VATEA I&T	New Equipment - Instructional	\$2,443.79
P0600771	Paradigm	Kent Cooke Foundation	Contract Services	\$1,500.00
P0600777	CCCAOE	CACT Strategic Hub	Conferences Other	\$1,185.00
P0600787	Bothwell Automotive,	Parking-Student	Repairs Non Instr	\$607.77
P0600793	Society of	CMTA-H1B	License Fee/Site Licenses	\$540.00
P0600796	American Express	NSF-Aerospace Mfg Ed	Transportation/ Mileage And	\$500.60
P0600798	Omni Shoreham Hotel	NSF-Aerospace Mfg Ed	Conferences Other	\$535.86
P0600803	Delphin Computer	WPLRC Technical	New Equip - Noninstr \$5k less	\$1,451.81
P0600812	Sew What?inc.	Productions Donations	New Equip - Noninstr \$5k less	\$3,516.27
P0600813	Mid City Mailing	Public Relations &	Postage	\$3,299.40
P0600815	Daily Breeze, the	Public Relations &	Multi Media Advertising	\$3,086.00
P0600818	Redondo Beach	Public Relations &	Multi Media Advertising	\$2,500.00
P0600821	Micron Semiconductor	Fine Arts	Instr.CompEquip less than\$5k	\$3,096.66
P0600824	CCCAOE	WPLRC Industry Driven	Conferences Mgmt	\$395.00
P0600826	Enterprise Rent-A-Car	TitleV-Improving	Conferences Mgmt	\$227.52
P0600827	Destyn M. LaPorte	El Camino Language	Other Instr Supplies	\$470.16
P0600828	AIEF	El Camino Language	Multi Media Advertising	\$500.00
P0600829	CCCAOE	CITD Int'l Trade Trng	Conferences Other	\$395.00
P0600834	American Express	TitleV-Improving	Conferences Mgmt	\$397.60
P0600850	Political Data Inc.	Public Relations &	Postage	\$3,803.46
P0600854	Postmaster	Public Relations &	Postage	\$100,000.00
P0600857	HACU-Member	TitleV-Improving	Conferences Mgmt	\$700.00
P0600861	American Express	EOPS	Conferences Mgmt	\$367.60
P0600863	School Outfitters	Natural Sciences	New Equipmen-Instr. \$5k less	\$4,040.73
P0600870	Marriott Washington	TitleV-Improving	Conferences Mgmt	\$1,482.78
P0600871	Istockphoto.Com	TitleV-Improving	Non-Instruct Supplies	\$540.00
P0600872	Council for Resource	Community	Dues And Memberships	\$325.00
P0600874	Campus Food Services	EOPS CARE	Non-Instruct Supplies	\$121.94
P0600882	Every Promotional	Teacher Preparation	Instructional Supplies	\$1,609.57
P0600883	Amazon.Com	WPLRC PIC Aerospace	Other Books	\$17.73
P0600884	Air Conditioning	VATEA I&T	Computer Software Account	\$726.50
P0600885	Refrigeration Training	VATEA I&T	Computer Software Account	\$192.26



P0600886	Refrigeration Training	VATEA I&T	Computer Software Account	\$866.12
P0600887	NIMCO	VATEA I&T	Computer Software Account	\$985.45
P0600888	Uline Shipping Supply	VATEA I&T	Instructional Supplies	\$120.40
P0600891	Texthelp Systems, Inc	VATEA Special	Computer Software Account	\$3,882.00
P0600893	L.A. Weekly	Public Relations &	Multi Media Advertising	\$1,681.00
P0600894	Manhattan Beach	Public Relations &	Multi Media Advertising	\$1,295.00
P0600895	Patch.Com	Public Relations &	Multi Media Advertising	\$1,079.83

**Fund 12 Total: 114**

**\$281,767.49**

**Fund 15 General Fund -Special Programs**

P0600703	Campus Food Services	EOPS CARE	Bus Passes and Food	\$17,600.00
P0600707	McMaster Carr	Administrative Services	New Equipment -	\$4,902.58
P0600788	B & H Photo-Video	Administrative Services	New Equipment -	\$6,026.70

**Fund 15 Total: 3**

**\$28,529.28**

**Fund 17 Post Employment Benefits**

P0600658	Benefit Trust Company	Institutional Services	Other Services And Expenses	\$11,206,057.00
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**Fund 17 Total: 1**

**\$11,206,057.00**

**Fund 41 Capital Outlay**

P0600478	Coastal Sports	Athletic Surfaces	Repairs Noninstructional	\$375.00
P0600525	Pyro-Comm Systems,	Building Systems	Buildings	\$13,110.00

**Fund 41 Total: 2**

**\$13,485.00**

**Fund 62 Property & Liability**

P0600727	Student Insurance	Health,Safety and Risk	Insurance	\$163,065.00
P0600835	Rudy F. Cancino	Purchasing and	Benefits Paid	\$436.00

**Fund 62 Total: 2**

**\$163,501.00**

**Fund 71 Associated Students**

P0600780	Hilton Los Angeles	Student Affairs	ASB Exp.	\$1,373.94
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**Fund 71 Total: 1**

**\$1,373.94**

**Fund 72 Student Representation Fee**

P0600702	CCCSAA	Student Affairs	Conferences - Student	\$2,695.00
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**Fund 72 Total: 1**

**\$2,695.00**

**Fund 79      Auxiliary Services**

P0600481	Dramatists Play	Fine Arts	Non-Instruct Supplies	\$70.00
P0600502	Offside Sports	Health Sciences and	Non-Instruct Supplies	\$840.00
P0600528	Samuel French Inc	Fine Arts	Non-Instruct Supplies	\$750.00
P0600532	Kimberly Wilkinson	Fine Arts	Non-Instruct Supplies	\$100.00
P0600533	Bryan E. Bates	Fine Arts	Non-Instruct Supplies	\$95.00
P0600567	Screenworks, Inc.	Counseling Office	Non-Instruct Supplies	\$481.50
P0600568	Fast Deer Bus Charter	Counseling Office	Non-Instruct Supplies	\$500.00
P0600650	Soccer Central	Health Sciences and	Non-Instruct Supplies	\$636.18
P0600652	Soccer Central	Resp Therapy	Non-Instruct Supplies	\$570.93
P0600654	Campus Food Services	Honors Program	Non-Instruct Supplies	\$731.25
P0600663	Southland Lumber	Fine Arts	Non-Instruct Supplies	\$900.83
P0600769	Ronald A. Scarlata	Fine Arts	Non-Instruct Supplies	\$63.00
P0600782	Soccer Central	Resp Therapy	Non-Instruct Supplies	\$1,005.94
P0600810	JACC, Inc.	Humanities	Non-Instruct Supplies	\$1,050.00
P0600811	Buddy's All Stars Inc.	Health Sciences and	Non-Instruct Supplies	\$938.98
P0600877	Bryan E. Bates	Fine Arts	Non-Instruct Supplies	\$100.00
P0600878	Patricia Briles	Fine Arts	Non-Instruct Supplies	\$450.00
P0600879	Kimberly Wilkinson	Fine Arts	Non-Instruct Supplies	\$1,500.00
P0600911	Campus Food Services	First Year Experience	Non-Instruct Supplies	\$656.58

**\$11,440.19**

**Fund 79 Total: 19**

**Fund 82      Scholarships & Trust/Agency**

P0600512	Buddy's All Stars Inc.	Health Sciences and	Fundraising	\$5,400.90
P0600696	Norcal Swim Shop	Health Sciences and	Fundraising	\$1,079.75
P0600711	Riddell/All American	Health Sciences and	Fundraising	\$149.69
P0600781	Country Inn At Ventura	Health Sciences and	Fundraising	\$1,103.90
P0600785	Airport Van Rental	Health Sciences and	Fundraising	\$237.08
P0600849	Soccer Central	Health Sciences and	Fundraising	\$1,122.30

**\$9,093.62**

**Fund 82 Total: 6**

**\$12,200,588.70**

**PO Funds Total: 338**

**Fund 11      Unrestricted - El Camino**

B0610550	E.C.C.C.D. Bookstore	Div Office Fine Arts	Other Books	\$600.00
B0610553	Marianna Industries	Cosmetology	Instructional Supplies	\$3,000.00
B0610558	Airgas USA, LLC	Art Department	Instructional Supplies	\$1,500.00
B0610563	Robert J. Campbell	Public Relations &	PSA Contract Services	\$24,000.00
B0610565	ECCD Petty Cash	Ctr for Arts Front of	Non-Instruct Supplies	\$100.00
B0610569	E.C.C. Public	Division Office Math	Instructional Supplies	\$200.00
B0610577	ECCD Petty Cash	Division Office Math	Instructional Supplies	\$100.00
B0610578	E.C.C.C.D. Bookstore	Div Office Business	Non-Instruct Supplies	\$600.00
B0610579	Burmax	Cosmetology	Instructional Supplies	\$1,700.00
B0610580	Dermalogica, Inc.	Cosmetology	Instructional Supplies	\$1,000.00
B0610581	Gabel's Cosmetics,	Cosmetology	Instructional Supplies	\$1,100.00
B0610582	Innovations	Cosmetology	Instructional Supplies	\$4,500.00
B0610583	Kao USA Inc	Cosmetology	Instructional Supplies	\$1,300.00

B0610584	ECCD Petty Cash	Cosmetology	Instructional Supplies	\$250.00
B0610589	El Camino College	Campus Police Live	Fingerprinting fee	\$4,403.00
B0610594	ECCD Petty Cash	Art Department	Instructional Supplies	\$500.00
B0610608	E.C.C. Public	Human Resources	Non-Instruct Supplies	\$350.00
B0610609	Verizon Wireless	Health,Safety and Risk	Telephone	\$1,180.00
B0610610	ECCD Petty Cash	Div Office Fine Arts	Instructional Supplies	\$325.00
B0610611	A.M.P.S.S., Inc.	Facilities/Planning/Serv	Repairs Noninstructional	\$6,000.00
B0610612	Marshall Music	Music	Instructional Supplies	\$2,500.00
B0610613	Morey's Music Store	Music	Instructional Supplies	\$1,200.00
B0610614	Old Town Music	Music	Instructional Supplies	\$1,800.00
B0610615	JW Pepper of Los	Music	Instructional Supplies	\$1,998.00
B0610616	Ejazzlines	Music	Instructional Supplies	\$750.00
B0610617	Torrance Electronics	Theatre/Dance	Repairs Parts And Supplies	\$500.00
B0610618	Torrance Electronics	Music	Repairs Parts And Supplies	\$1,000.00
B0610630	ECCD Petty Cash	Audio/Visual	Instructional Supplies	\$150.00
B0610654	ECCD Petty Cash	Ed & Community	Non-Instruct Supplies	\$1,500.00
B0610660	Mid City Mailing	Institutional Services	Postage	\$12,510.00
B0610661	Lisa's Bon Appetit	Ctr for Arts Promo	Other Services And Expenses	\$1,400.00
B0610675	FIRE ETC	Fire Academy 06-07	Instructional Supplies	\$800.00

**Fund 11 Total: 32**

**\$78,816.00**

**Fund 12 Restricted - El Camino**

B0600041	Campus Food Services	TitleV-Improving	Non-Instruct Supplies	\$744.94
B0610542	ECCD Petty Cash	Teacher Preparation	Instructional Supplies	\$500.00
B0610543	Campus Food Services	CAA (10-091-002)	Non-Instruct Supplies	\$3,000.00
B0610544	E.C.C. Public	CAA (10-091-002)	Non-Instruct Supplies	\$2,000.00
B0610545	ECCD Petty Cash	CAA (10-091-002)	Non-Instruct Supplies	\$300.00
B0610547	City of College of San	Cact CA Employee	Contract Services	\$100,000.00
B0610549	Soap Design Company	Community Education	Contract Services	\$6,000.00
B0610555	M & K Metal Co.	WIP (10-292-720)	Instructional Supplies	\$2,000.00
B0610556	MSC Industrial Supply	WIP (10-292-720)	Instructional Supplies	\$1,500.00
B0610557	McMaster Carr	WIP (10-292-720)	Instructional Supplies	\$1,500.00
B0610559	McMaster Carr	CAA (10-091-002)	Non-Instruct Supplies	\$1,500.00
B0610560	M & K Metal Co.	CAA (10-091-002)	Non-Instruct Supplies	\$500.00
B0610561	MSC Industrial Supply	CAA (10-091-002)	Non-Instruct Supplies	\$1,000.00
B0610564	Sims Welding Supply	CAA (10-091-002)	Non-Instruct Supplies	\$1,800.00
B0610566	Action Sales & Metal	CAA (10-091-002)	Non-Instruct Supplies	\$2,000.00
B0610568	Corrine Hoisington	VATEA Business	PSA Contract Services	\$3,700.00
B0610585	ECCD Petty Cash	(STCW) Standards for	Non-Instruct Supplies	\$700.00
B0610586	Campus Food Services	(STCW) Standards for	Non-Instruct Supplies	\$2,500.00
B0610587	ECCD Petty Cash	TSA Officer Education	Non-Instruct Supplies	\$1,000.00
B0610590	Campus Food Services	YESS Grant	Non-Instruct Supplies	\$554.00
B0610593	Fifty & Five, LLC	Public Relations &	Contract Services	\$19,500.00
B0610620	The Training Source	WPLRC - ETP	Contract Services	\$50,000.00
B0610621	APICS San Gabriel	Cact CA Employee	Contract Services	\$75,000.00
B0610623	ECCD Petty Cash	Matching - IDRC, etc.	Non-Instruct Supplies	\$500.00
B0610645	Corporate Training	Cact CA Employee	Contract Services	\$50,000.00
B0610653	E.C.C. Public	Cact CA Employee	Reproduction Instructional	\$2,000.00
B0610656	ECCD Petty Cash	MediCal Administrative	Non-Instruct Supplies	\$800.00
B0610662	ECCD Petty Cash	Model	Other Services And Expenses	\$1,100.00
B0610666	E.C.C. Public	Foster Care Ed 03-04	Reproduction Instructional	\$1,000.00
B0610677	Dowden Associates,	Title III- H S I - STEM	Contract Services	\$30,000.00

				<b>Fund 12 Total: 30</b>
		<b>\$362,698.94</b>		
<b>Fund 41</b>	<b>Capital Outlay</b>			
B0610546	Archie Ivy, Inc.	Repairs, Remove	Repairs Noninstructional	\$2,200.00
		<b>\$2,200.00</b>		<b>Fund 41 Total: 1</b>
<b>Fund 71</b>	<b>Associated Students</b>			
B0610554	E.C.C. Public	Student Affairs	ASB Exp.	\$300.00
B0610655	E.C.C. Public	Student Affairs	ASB Exp.	\$400.00
		<b>\$700.00</b>		<b>Fund 71 Total: 2</b>
<b>Fund 81</b>	<b>Student Organizations</b>			
B0610627	E.C.C. Public	Student Affairs	A/P Manual.Gen.	\$200.00
		<b>Fund 81 Total: 1</b>		<b>\$200.00</b>
<b>Fund 82</b>	<b>Scholarships &amp; Trust/Agency</b>			
B0610607	Fast Deer Bus Charter	Health Sciences and	Fundraising	\$5,000.00
		<b>\$5,000.00</b>		<b>Fund 82 Total: 1</b>
			<b>\$449,614.94</b>	<b>BPO Funds Total: 67</b>
		<b>\$12,650,203.64</b>		<b><u>Grand Total POs and BPOs: 405</u></b>

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

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## Administrative Services – Measure E Bond Fund

### A. CATEGORY BUDGETS AND BALANCES

#### GENERAL OBLIGATION BOND FUND CATEGORIES AND PROJECT SUMMARY

The following table reports Measure E expenditures and commitments through September 30, 2012, at the October 2012 Board meeting.

CATEGORY	BUDGET	EXPENDED	COMMITTED	BALANCE
<b><u>Additional Classrooms and Modernization (ACM)</u></b>				
Acquisitions	\$705,867	\$705,867	\$0	\$0
Architectural Barrier Removal Phase 2	18,520	18,520	0	0
Athletic Education and Fitness Complex	42,223,638	3,164,204	4,681,972	34,377,462
Bookstore/Cafeteria Conversion to Admin.	10,868,608	9,286,112	487,021	1,095,475
Math Business & Allied Health Building	36,942,427	33,085,233	3,272,711	584,483
Central Plant	14,545,000	14,305,057	3,175	236,768
Child Development Center Phase 2	30,470	30,470	0	0
Crenshaw Blvd. Frontage Enhancement	13,373	13,373	0	0
Fire Academy Structure	164,893	164,893	0	0
Fire Program Facility	1,651	1,651	0	0
Humanities Complex Replacement	30,552,368	30,020,119	313,834	218,415
Learning Resource Center Addition	5,099,964	5,043,165	24,122	32,677
MBB Parking Structure & Entrance	35,431,214	106,257	0	35,324,957
Remodeling Phase One-Three	850,766	842,216	8,549	0
Science Complex Renovation	8,869,136	6,991,396	42,989	1,834,751
Student Services/Activities Replacement	41,077,921	2,008,093	0	39,069,828
Temporary Space and Relocation Costs	3,668,293	3,497,933	12,923	157,437
Signage and Wayfinding	1,295,309	635,996	18,414	640,899
Architectural Planning Contingency	5,000,000	44,295	3,614,720	1,340,986
<b>Total Additional Classrooms and Modernization</b>	<b><u>\$237,359,418</u></b>	<b><u>\$109,964,851</u></b>	<b><u>\$12,480,430</u></b>	<b><u>\$114,914,138</u></b>
<b><u>Campus Site Improvements: Accessibility, Safety / Security (CSI)</u></b>				
Asphalt Resurfacing - All Lots	\$400,000	\$14,975	\$0	\$385,025
Emergency Generators and Distribution	116,173	116,173	0	0
Emergency Power to Security Lighting	4,289	4,289	0	0
Entrance - Redondo Beach Blvd. to Lot H	30,208	30,208	0	0
Fencing Replacement and Additions	105,777	5,777	0	100,000
Landscaping/Irrigation System Replacements	1,049,932	49,932	0	1,000,000
Lighting - Upgrade / Replace All Lots	3,059,807	2,045,405	654,247	360,154
Lot F Parking Structure Improvements	34,926	34,926	0	0
Lot H Parking Structure	24,371,895	24,127,167	0	244,728

Paving Replacement - All Walks/Driveways	1,110,695	749,031	27,919	333,745
Pedestrian Walks at MBB& Lot E	7,898	7,898	0	0
Security Video	2,007,831	897,733	381,646	728,453
Voice / Data / Signal Site Duct Bank	<u>117,130</u>	<u>117,130</u>	<u>0</u>	<u>0</u>
<b>Total Campus Site Improvements:</b>				
<b>Accessibility, Safety / Security</b>	<b><u>\$32,416,561</u></b>	<b><u>\$28,200,643</u></b>	<b><u>\$1,063,811</u></b>	<b><u>\$3,152,107</u></b>
<b><u>Energy Efficiency Improvements (EEI)</u></b>				
Energy Efficiency Improvements Phase Two	<u>\$2,818,000</u>	<u>\$2,756,836</u>	<u>\$0</u>	<u>\$61,164</u>
<b>Total Energy Efficiency Improvements</b>	<b><u>\$2,818,000</u></b>	<b><u>\$2,756,836</u></b>	<b><u>\$0</u></b>	<b><u>\$61,164</u></b>
<b><u>Health and Safety Improvements (HSI)</u></b>				
Administration	\$112,740	\$112,738	\$0	\$2
Art & Behavioral Sciences	369,585	369,585	0	0
Infrastructure Phase 1-3	45,470,718	40,975,819	631,218	3,863,682
Auxiliary Warehouse	1,301	1,301	0	0
Communications	219,262	219,262	0	0
Construction Technology	16,466	16,466	0	0
Domestic Water System	110,208	110,208	0	0
Facilities and Receiving	215,159	215,159	0	0
Fire Alarm	277,817	277,817	0	0
Firelines	119,905	119,905	0	0
Hazardous Materials Abatement	176,465	175,573	0	892
Restroom Access Compliance	2,000,000	1,425,668	533,409	40,923
Library	452,759	452,759	0	0
Marsee Auditorium	460,474	460,474	0	0
Industry & Technology Building	34,309,701	2,759,404	1,725,284	29,825,013
Music	240,600	240,600	0	0
Natural Gas System	13,852	13,852	0	0
North Gymnasium	262,214	262,214	0	0
Physical Education and Men's Shower	78,178	78,178	0	0
Planetarium	12,815	12,815	0	0
Pool and Health Center	505,821	502,185	0	3,636
Primary Electrical Distribution System	5,062,019	5,061,211	0	808
Reimbursements	1,414,353	1,414,353	0	0
Security Systems	30,245	30,245	0	0
Sewer System	55,449	55,449	0	0
Social Sciences	4,484,449	4,458,032	26,417	0
Storm Drain System	30,644	30,644	0	0
Technical Arts	405,147	405,147	0	0
Shops	<u>31,891,195</u>	<u>2,206,264</u>	<u>513,374</u>	<u>29,171,557</u>
<b>Total Health and Safety Improvements</b>	<b><u>\$128,799,541</u></b>	<b><u>\$62,463,325</u></b>	<b><u>\$3,429,702</u></b>	<b><u>\$62,906,513</u></b>
<b><u>Information Technology and Equipment (ITE)</u></b>				
Behavioral and Social Sciences	\$554,077	\$195,053	\$0	\$359,024
Business	643,650	489,657	0	153,993
Facilities Planning and Services	625,724	400,970	0	224,754

Fine Arts	1,094,948	959,764	-3,629	138,814
Health Sciences and Athletics	926,427	772,665	0	153,762
Humanities	425,978	217,287	0	208,691
Industry and Technology	983,641	601,511	0	382,130
Information Technology	12,857,370	7,510,954	260,108	5,086,308
Learning Resources	3,025,003	515,255	0	2,509,748
Math	723,061	231,191	0	491,870
Natural Sciences	1,860,479	673,930	0	1,186,549
Nursing	252,651	116,478	0	136,173
Student and Community Advancement	645,925	260,216	0	385,709
Interfund Transfer	141,150	141,150	0	0
Campus Police	66,650	66,650	0	0
Purchasing	9,418	9,418	0	0
Phase II, III, IV Purchases	0	0	0	0
Installation Contingency	349	349	0	0
<b>Total Information Technology and Equipment</b>	<b><u>\$24,836,501</u></b>	<b><u>\$13,162,497</u></b>	<b><u>\$256,479</u></b>	<b><u>\$11,417,525</u></b>
<b><u>Physical Education Facilities Improvements (PEFI)</u></b>				
Baseball Field	\$572	\$572	\$0	\$0
North Field	0	0	0	0
Sand Volleyball	0	0	0	0
Reserve for Contingencies	0	0	0	0
<b>Total Physical Education Facilities</b>	<b><u>\$572</u></b>	<b><u>\$572</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b>TOTAL</b>	<b><u>\$426,230,593</u></b>	<b><u>\$216,548,724</u></b>	<b><u>\$17,230,422</u></b>	<b><u>\$192,451,447</u></b>

**B. CONTRACT – CONVERSE CONSULTANTS - BOOKSTORE ELEVATOR PROJECT**

It is recommended the Board of Trustees' approve entering into a contract with Converse Consultants to provide a specialty inspection for the Bookstore Elevator project.

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

**Dates of Service:** December 2012 – September 2013

**Cost:** Not to exceed \$26,806 invoiced monthly.

**C. CONTRACT – SANDY PRINGLE ASSOCIATES, INSPECTION CONSULTANTS, INC. (SPAIC) – RESTROOM RENOVATION PROJECT – PHASE 2**



It is recommended the Board of Trustee's approve entering into a contract with SPAIC to provide a Division of State Architects (DSA) certified inspector for the Restroom Access Compliance Project – Phase 2.

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

**Dates of Service:** October 2012 – January 1013

**Cost:** Not to exceed \$60,000 invoiced monthly. The cost is based upon the consultant providing DSA certified Class 2 inspector.

**D. CONTRACT EXTENSION – LEND LEASE, INC. – PROGRAM MANAGEMENT**

It is recommended the Board of Trustees extend the time period of the current contract with Lend Lease, Inc. through March 31, 2013.

**E. CHANGE ORDER – TAISEI CONSTRUCTION CORPORATION– MATH BUSINESS ALLIED HEALTH BUILDING PROJECT**

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

- |  |              |
|--|--------------|
| 1. Contractor was directed to provide labor and material to add a total of seven new wireless points throughout the building, relocate 21 wireless points throughout the building and add a total of eight wireless cables at exterior camera locations. District Request. | \$9,320      |
| 2. Contractor was directed to provide labor and materials to add a sheet metal drip pan under hydronic piping going through electrical room on 4th floor. Inspector request.   | <u>2,312</u> |

This Change Order	<u>\$11,632</u>
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Original Contract Amount	\$20,666,000
Prior Changes	1,224,757
This Change Order Amount	<u>11,632</u>
New Contract Amount	<u>\$21,902,389</u>

**F. NOTICE OF JOB COMPLETION – BEN’S ASPHALT – INGLEWOOD FIRE ACADEMY PAVING PROJECT**

It is recommended that the Board of Trustees accept as complete the following project and authorize final payment for the work. The required work has been completed in accordance with the conditions and specifications of the subject contract and accepted by a District representative.

<u>Contractor</u>	<u>Contract Amount</u>
Ben’s Asphalt	\$34,888

Purchase Order Number: BPO 610001

**G. PURCHASE ORDERS (PO) AND BLANKET PURCHASE ORDERS (BPO)**

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

<b>PO #</b>	<b>VENDOR NAME</b>	<b>SITE NAME</b>	<b>DESCRIPTION</b>	<b>COST</b>
P600404	Govplace	Information Technology	New Equipment	\$257,382.86
P600405	Zones, Inc.	Information Technology	New Equipment	5,431.27
P600590	Keenan & Associates	Math Business Allied Health	Contract Services	999.00
P600595	Carestream Health, Inc.	Math Business Allied Health	Group II Equipment	354,450.53
P600600	Dell Computer	Industry & Technology	Group II Equipment	48,504.58
P600601	Dell Computer	Industry & Technology	Group II Equipment	43,121.23
P600602	Dell Computer	Industry & Technology	Group II Equipment	121,372.60
P600604	William Scotsman, Inc.	Temporary Space Relocation	New Equipment	12,562.50
P600610	Los Angeles County	Athletic Education/Fitness	Permit Processing Fees	1,882.00
P600690	Krueger International	Math Business Allied Health	Group II Equipment	12,942.39
P600752	Garaventa	Math Business Allied Health	Group II Equipment	7,912.13
P600764	CSI Fullermer	Math Business Allied Health	Group II Equipment	2,530.77
P600869	SEWUP/JPA	Math Business Allied Health	Contract Services	2,508.00
B610406	AMEC	Athletic Education/Fitness	Testing & Inspection	14,500.00
B610512	School Construction	Bookstore Building	Contract Services	6,240.00
B610552	School Construction	Athletic Education/Fitness	Contract Services	19,390.00
B610591	IDS Group, Inc.	Architect Planning	Architecture & Engineering	3,346,000.00
B610629	IDS Group, Inc.	Architect Planning	Architecture & Engineering	268,500.00
B610631	CalTec Corporation	Bookstore Building	Buildings	370,000.00
			<b>TOTAL POs AND BPOs</b>	<b><u>\$4,896,229.86</u></b>

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

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A. **EMPLOYMENT AND PERSONNEL**

It is recommended that the Board ratify/approve the employment and personnel changes for academic, classified, special services professionals and temporary classified service employees as shown in items 1-32 and 1-6.

**Academic Personnel:**

1. Retirement - Ms. Sharon Van Enoo, full-time instructor of Academic Strategies, Humanities Division, last day worked December 28, 2012, first day of retirement December 29, 2012 and that a plaque be prepared and presented to her in recognition of her service to the District since 1971.
2. Employment - Mr. Gary Robertson, full-time/temporary instructor of Communication Studies, Fine Arts Division, Class II, Step 6, effective August 25 through December 14, 2012.
3. Employment - Ms. Fariba Sadeghi-Tabrizi, full-time/temporary instructor of Communication Studies, Fine Arts Division, Class II, Step 4, effective August 25 through December 14, 2012.
4. Amend Employment - Ms. Ambika Silva, full-time instructor of Mathematics, from Class II, Step 5 to Class II, Step 6, effective August 23, 2012
5. Amend Employment - Dr. Daniel Walker, full-time instructor of History, Behavioral & Social Sciences Division, from Class V, Step 4 to Class V, Step 9, effective August 23, 2012.
6. Change in Salary - Ms. Kelsey Iino, full-time Counselor from Class III, Step 5 to Class IV, Step 5, effective November 1, 2012.
7. Correct Special Assignment - Ms. Tisa Casas, part-time instructor of Education Development, Special Resource Center, Health Sciences & Athletics Division, to plan and coordinate activities associated with a summer bridge project as part of the Career & Technical Education (CTE) grant, to be paid \$45.14 an hour, not to exceed 20 hours or \$903, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a). Clerical error on July 16, 2012 Board Agenda indicated 320 hours.
8. Amend Special Assignment - Mr. David Yee, part-time instructor of Mathematics, to attend instructional team meetings for the Career Advancement Academy (CAA) and have additional hours to plan contextualized lessons for their classes, to be paid \$60.18 an hour, not to exceed 50 hours or \$3,009, effective August 1

instead of October 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(m).

9. Special Assignment - Ms. Tisa Casas, part-time instructor of Education Development, Special Resource Center, Health Sciences & Athletics Division, to assist with Disabled Students' Programs & Services (DSPS), to be paid \$45.14 an hour, not to exceed 320 hours or \$14,445, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
10. Special Assignment - The following full-time instructors to recruit and train Learning Team facilitators/participants; oversee reporting evaluation of the Learning Team Project and functions under Title V, to be paid \$60.18 an hour each, not to exceed 50 hours or \$3,009, from the Enrollment Services Graduation Initiative, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Matt Kline, Humanities  
Arturo Martinez, Mathematics

11. Special Assignment - Ms. Barbara Budrovich, full-time instructor of English, Humanities Division, to recruit, schedule and train Learning Team tutors and Writing Center extended tutor training and workshops, be paid \$60.18 an hour each, not to exceed 62 hours or \$3,731, from the Enrollment Services Graduation Initiative, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).
12. Special Assignment - Ms. Martha Sandoval-Martinez, full-time instructor of Mathematics, to lead tutor training, to be paid \$60.18 an hour, not to exceed 10 hours or \$602, effective October 16, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
13. Special Assignment - The following part-time instructors to conduct English as a Second Language (ESL) assessment interviews for the Assessment Center, Enrollment Services Division, to be paid \$45.14 an hour, not to exceed 8 hours per week, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 9(m).

Maria Bauer  
David Cron  
Sudeepa Gulati

Susan Nozaki  
Jan Parrish  
Erick Takamine

14. Special Assignment - The following full-time instructors to conduct English as a Second Language (ESL) assessment interviews for the Assessment Center,

Enrollment Services Division, to be paid \$45.14 an hour, not to exceed 8 hours per week, effective July 17, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).

Alicia Class  
Nancy Currey  
Matthew Kline  
Nitza Llado

Rebecca Bergeman  
Debbie Mochidome  
Jenny Simon  
Evelyn Uyemura

15. Special Assignment - Ms. Valencia Rayford, full-time Counselor, to attend career advancement academy team meetings and planning for Community Advancement, to be paid \$60.18 an hour, not to exceed 50 hours each or \$3,009 each, effective August 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).
16. Special Assignment - The following full-time instructors of Industry & Technology, to administer credit-by-examination to be paid \$60.18 an hour, not to exceed 70 hours or \$4,213, effective August 27 through June 7, 2013, in accordance with the Agreement, Article 10, Section 14(a).

Robert Beaudoin  
Vera Bruce-Ashley  
Vic Cafarchia  
Eric Carlson  
Steve Cocca  
Sam Dantzler  
Ross Durand  
Patricia Fairchild  
Mark Fields  
Douglas Glenn  
Hiram Hironaka  
Harold Hofmann

Kevin Huben  
Richard Hughes  
Ray Lewis  
Le Macpherson  
Douglas Martson  
William Melendez  
Renee Newell  
Dan Richardson  
Jack Selph  
Mike Stallings  
Harry Stockwell

17. Special Assignment - The following part-time instructors of Industry & Technology, to administer credit-by-examination to be paid \$60.18 an hour, not to exceed 40 hours or \$2,407, effective August 25 through December 14, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Kevin Coffelt  
Tim Dennis  
Brad Sweatt

Dale Ueda  
William Warren

18. Special Assignment - The following full-time instructors to participate on Compton Center evaluation committees, to be paid \$45.14 an hour, not to exceed 5 hours or \$258 each per evaluation committee, plus mileage, effective October 1, 2012 through June 30, 2013, in accordance with the Agreement, Article 10, Section 14(a).

Cheryl Kroll  
Noreth Men  
Michelle Moen

Jennifer Montgomery  
Janet Young

19. Special Assignment - Mr. Jon Minei, part-time instructor of Music, Fine Arts Division, to work as Applied Music instructor as needed, to be paid \$60.18 an hour, not to exceed 170 hours or \$10,231, effective August 25 through December 7, 2012, in accordance with the Agreement, Article 10, Section 14(a).

20. Special Assignment - The following instructors to coordinate the pilot Peer Assisted Study Sessions (PASS) project to coordinate research on best practices, develop guidelines/assessment tools, implement and evaluate the project, collect data and report their findings through presentations in workshops, to be paid \$60.18 an hour, not to exceed 15 hours or \$903 each, for a grand total of \$2,708 to be paid from the Graduation Initiative Title V grant, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Karen Amano-Tompkins  
Nancilyn Burruss  
Briita Halonen

21. Amend Stipend Assignment - Ms. Karin Jensen, part-time instructor of Dance, Fine Arts Division, to perform as fall resident artist, to be paid \$450 instead of \$650, in order to pay another dancer, effective October 13, 2012, in accordance with the Agreement, Article 10, Section 14(a).

22. Stipend Assignment - The following instructors in Humanities, to participate in Graduation Initiative Learning Teams for Humanities to be paid \$800 each, not to exceed a total of \$8,800, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Full-time:

Jennifer Annick  
Rebecca Bergeman  
Sara Blake

Debra Breckheimer  
Jennifer Gallagher  
Rachel Williams

Part-time:

Greta Hendricks  
Angie Kirk  
Laura Knox

Susan Magabo  
Sumino Otsuji

23. Special Assignment - The following instructors to coordinate the Humanities College Composition Consistency Project and conduct a half-day workshop to be paid \$60.18 an hour, not to exceed 15 hours or \$903, for a grand total of \$2,708 to be paid from the Graduation Initiative Title V grant, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Full-time:

Allison Carr  
Darrell Thompson

Part-time:

Leah Pate

24. Stipend Assignment - The following instructors to affect domain training workshops in professional development in the Graduation Initiative Math Learning Teams, to be paid \$1,500 each, not to exceed a grand total of \$19,500, effective October 16 through December 30, 2012, in accordance with the bargaining Agreement, Article 10, Section 14(a).

Full-time:

Susanne Bucher  
Anna Hockman  
Kenneth Key  
Lars Kjeseth  
Alice Martinez

Arturo Martiinez  
Trudy Meyer  
Arkadiy Sheynshteyn  
Ambika Silva  
Ruth Zambrano

Part-time:

Wei-Feng Chen  
Gayathri Manikandan  
Juan Jose Martinez

25. Stipend Assignment - Ms. Kathleen Collins, part-time instructor of Humanities, to participate in Graduation Initiative Learning Teams Summer 2012 Symposium to be paid \$350, effective October 16 through October 31, 2012, in accordance with the Agreement, Article 10, Section 14(a).

26. Stipend Assignment - The following instructors to participate in the Humanities College Composition Consistency Project professional development training



workshops, to be paid \$250 each, not to exceed a grand total of \$5,000, paid by the Graduation Initiative Title V Grant, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Amanda Ackerman	Clint Margrave
Karen Amano-Tompkins	John Millea
Maria Bauer	Sumino Otsuji
Kate Collins	Megan Ozima
Agnes Davies	Jan Parrish
Lisa Gaydosh	Dianne Pearce
Sue Herdzina	Kim Runkle
Elizabeth Hindman	Jelena Savina
Jennifer Holt	Amir Sharifi
Patricia Hoovler	Shannon Sims
Angie Kirk	Eric Takamine
Laura Knox	Cindy Tino-Sandoval
Debra Lorango	Kathy Vertullo
Heather MacDonald	Wendy Walsh
Meagan Madigan	Al Zucker

27. Stipend Assignment - The following instructors in Humanities, to facilitate the Graduation Initiative (Title V) Learning Teams for Humanities to be paid \$1,000 each, not to exceed \$4,000, effective October 16 through December 30, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Full-time:

Kathy Hall  
Rachel Ketai  
Jennifer Simon

Part-time:

Nancilyn Burruss

28. Stipend Assignment - Ms. Jamie Hammond, part-time instructor of Dance, Fine Arts Division, to assist Director of the Choreograph Showcase, to be paid \$900, effective October 15 through December, 6, 2012, in accordance with the Agreement, Article 10, Section 14(a).
29. Stipend Assignment - The following part-time instructors of Dance, Fine Arts Division, to choreograph for Fall Dance Concert, to be paid \$500 each, effective October 16 through December 2, 2012, in accordance with the Agreement, Article 10, Section 14(a).

Kim Borgaro  
Bernice Boseman  
Valerie Cabag

Angela Jordan  
Imara Quinonez

30. Stipend Assignment - Ms. Diana Galias, part-time instructor of Health Sciences & Athletics, to coordinate Pep Squad, to be paid \$515 per week, not to exceed 5 weeks or \$2,575, effective November 1 through December 6, 2012, in accordance with the Agreement, Article 10, Section 11(e).
31. Employment - Ms. Donnisha Washington, substitute teacher for the Child Development Center, Behavioral & Social Sciences Division, Class II, Step A, to be hired as needed effective October 16, 2012 through June 30, 2013.
32. Employment - The following part-time/temporary instructors to be hired as needed for the 2012 Fall semester:

Behavioral & Social Sciences  
Donnisha Washington

Fine Arts  
Richard Dalton  
Kelly Janke

Health Sciences & Athletics  
Nina Collins  
Annette Hart  
Joyce Wise

Humanities  
Susan Duncan

Nursing  
Christiana Baskaran  
Michelle Guta  
Bobbie Ann Murphy  
Sekiyoba Safari

**Classified Personnel:**

1. Retirement - Mr. Maurice Kogon, Director of International Business Development, Community Advancement Division, Student and Community Advancement Area, effective September 22, 2012, and that a plaque be presented to him in recognition of his service to the District since 2001.

2. Deceased - Mr. Anthony Tanori, Police Officer, Range 1, Step D, Campus Police Division, Administrative Services, August 22, 2012.
3. Change of Classification - The following employees from Bookstore Sales Assistant, Range 19, Step E, Bookstore Division, to Clerk Cashier, Range 19, Step E, Fiscal Services Division, Administrative Services Area, effective November 1, 2012:  
  
 Bryan Kawakami  
 Michael Sandoval  
 Christopher Sowers
4. Declined Employment - Mr. Kevin Glass, 83.33% Financial Aid Assistant, Range 24, Step A, Financial Aid/Enrollment Services Division, Student and Community Advancement Area, effective October 1, 2012.

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

5. Ms. Dantam Huynh - 50% Library Media Technician I, Range 24, Step A, Learning Resources, Academic Affairs Area, to support periodical desk, effective November 1, 2012 through June 30, 2012.
6. Ms. Sheila Malone – Theatre Technician, Range 31, Step A, Fine Arts Division, Academic Affairs Area, effective November 1, 2012 through June 30, 2012.

**B. TEMPORARY NON-CLASSIFIED SERVICE EMPLOYEES**

It is recommended that the Board authorize employment of the following Temporary Non-Classified Service Employees, subject to funding, as shown in items 1-18.

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

**Campus Police Aide Series**

1. Campus Police Aide III

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

Emmanuel Ramirez, \$11.25 per hour (eff. 10/20/12 to 6/30/13)

2. Campus Police Aide IV

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

Christopher Moreno, \$12.75 per hour (eff. 10/20/12 to 6/30/13)

George Rosales, \$12.75 per hour (eff. 10/20/12 to 6/30/13)

3. Campus Police Aide V

The following individuals are to assist sworn and non-sworn personnel of the El Camino Police Department in performing general law enforcement duties.

Brian Hill, \$13.00 per hour (eff. 10/20/12 to 6/30/13)

Paul Saldana, \$13.00 per hour (eff. 10/20/12 to 6/30/13)

**Instructional Aide Series**

4. Instructional Aide II

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

Trang Cu, \$9.25 per hour

Zenzell Harris, \$9.25 per hour (eff. 8/27/12 to 6/30/13)

Rachel Stokes, \$9.25 per hour (eff. 10/1/12 to 6/30/13)

5. Instructional Aide III

The following individual is to provide intermediate level tutoring, support services, record maintenance, and other accommodations for students.

Jessica Asbell, \$10.50 per hour (eff. 10/17/12 to 6/30/13)

Danielle Gilstrap, \$10.50 per hour

Victor Pulido, \$10.50 per hour (eff. 10/16/12 to 6/30/12)

6. Instructional Aide IV

The following individual is to provide teaching assistance, technical support, classroom set-up, care and repair of equipment and instruments, exhibition installation, and instructional support services.

Max McClellan, \$12.25 per hour (eff. 10/16/12 to 6/30/13)

7. Instructional Aide VI

The following individuals are to assist students with their writing assignments in all phases of the composing process – understanding and responding to the topic, generating ideas, outlining, drafting, revising, and other duties as needed.

Philip Cable, \$15.00 per hour

### **Office Aide Series**

8. Office Aide I

The following individual is to assist the staff with basic tasks.

Jose Vasquez, \$8.00 per hour (eff. 10/1/12 to 6/30/13)

9. Office Aide II

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

Allison Burch, \$10.00 per hour (eff. 9/20/12 to 6/30/13)

Philip Cable, \$9.25 per hour

Scotty Gomez, \$9.25 per hour

Jonathan Lucas, \$9.25 per hour (eff. 9/20/12 to 6/30/13)

### **Program Aide Series**

10. Program Aide VI

The following individual is to assist with software training for faculty and staff at El Camino College and Compton Educational Center, and to provide general technology assistance for the Staff Development Office and professional development programs.

Brian Hayden, \$17.00 per hour (eff. 10/22/12 to 6/30/13)

### **Sports Aide Series**

11. Sports Aide VI

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

Scott Byers, \$17.00 per hour (eff. 10/1/12 to 6/30/13)

Rolando Barragan, \$17.00 per hour

The following individuals are to participate in the production of annual media guides and recruitment material, maintain recruitment logs and contacts, and coordinate and distribute information to coaches and universities.

Monica Lizarraga, \$17.00 per hour (eff. 10/16/12 to 6/30/13)

Erica Shaw, \$17.00 per hour (eff. 10/16/12 to 6/30/13)

## **Theater Aide Series**

### 12. Theater Aide VI

The following individuals are to perform technical theater duties for events at El Camino College, most have skills and knowledge of various theater stage-related duties including wardrobe, lighting, electrical, audio, and carpentry.

Christina Kennedy, \$15.00 per hour

Ayla Lundin, \$15.00 per hour

Kelli Lundin, \$15.00 per hour

## **Assistive Linguistics Professional Series**

### 13. Assistive Linguistics Professional I

The following individual is to provide language interpreting support services between Deaf and Hard-of Hearing students, staff, and their hearing peers, the classroom instructor and other personnel.

Lillian Thompson, \$20.00 per hour (eff. 10/16/12 to 6/30/13)

## **Education Professional Series**

### 14. Education Professional I

The following individual is to oversee the Reading Department's testing program by organizing and implementing a grading procedure on the ParScore machine for all tests administered by the Reading Department.

Nancilyn Burruss, \$20.00 per hour

The following individuals are to provide high level tutoring, training, leadership, and supervision for the Writing Center and in the classroom.

Susan Wade, \$20.00 per hour (eff. 10/16/12 to 6/30/13)

Mark Walch, \$20.00 per hour (eff. 10/16/12 to 6/30/13)

The following individual is to model for the Fine Arts life drawing and painting classes.

Marguerite Garner, \$25.00 per hour (eff. 9/1/12 to 6/30/13)

### 15. Education Professional V

The following individuals are to conduct classes for the El Camino College Community Education and Professional Development program, effective 9/1/12 to 6/30/13. Pay rate is determined as a lump sum amount calculated from class fee percentages.

Quayum Abdul  
Robin Arehart  
Jethro Carter  
Roberta Christensen  
Shirley Douglass  
Dale Fedderson  
Pearl Georgen  
Leonard Giachello  
Gevork Kazanchyan  
Douglas Morrison

Dagmar Nelson  
Kellie Nicholson  
Dawn Pappas  
Roxana Rodriguez  
Diane Serradell  
Larry Takahashi  
Jenesie Tyler  
Mark Vinick  
Chris Weisbart  
Ronald Williams

### **Program Professional Series**

#### 16. Program Professional I

The following individual is to perform the duties of Director for plays in the Fine Arts Theater Department and being responsible for getting the play ready for public performances, including pre-production, auditions, and rehearsals.

Luke Yankee, \$25.00 per hour (eff. 9/17/12 to 6/30/13)

#### 17. Program Professional IV

The following individual is to conduct workshops about obtaining Designated Subject and Single Subject credentials for students and community members, and act as liaison between applicants and Los Angeles county Office of Education.

Richard Nicholson, \$62.00 per hour (eff. 10/1/12 to 6/30/13)

### **Training Professional Series**

#### 18. Training Professional I

The following individual is to facilitate groups with youth at risk or foster youth using experiential training strategies and strength-based practices in the Foster and Kinship Care Education Program.

Tammy Lanier, \$30.00 per hour

The following individual is to provide technical manufacturing training assistance in corporate training and/or college classroom/laboratory setting.

Armando Hernandez, \$20.00 per hour

**C. NEW CLASSIFICATION SPECIFICATIONS FOR CLASSIFIED POSITION**

It is recommended that the Board of Trustees approve the new classification specifications for the Clerk Cashier as shown on pages 58-60.

**D. APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH EL CAMINO CLASSIFIED EMPLOYEES (ECCE) LOCAL 6142, CFT, AFT, AFL-CIO**

It is recommended that the Board of Trustees approve the MOU between the El Camino Classified Employees (ECCE) and the El Camino Community College District, regarding 2012/2013 negotiations and reopener timelines for 2013/2014 as shown on page 61.

**E. APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH THE EL CAMINO COLLEGE POLICE OFFICERS ASSOCIATION (POA)**

It is recommended that the Board of Trustees approve the MOU between the El Camino Police Officers Association (POA) and the El Camino Community College District, regarding 2012/2013 negotiations and reopener timelines for 2013/2014 as shown on page 62.

**F. APPROVAL AND RATIFICATION BY BOARD OF TRUSTEES: EL CAMINO COLLEGE FEDERATION OF TEACHERS, LOCAL 1388, AFT, AFL-CIO CONTRACT RATIFICATION**

It is recommended that the Board of Trustees approve and ratify the Agreement between the El Camino Federation of Teachers, Local 1388, AFT, AFL-CIO and the El Camino Community College District; effective October 15, 2012 through October 14, 2015, with reopeners for Article 6 (Compensation) and Article 15 (Insurance Benefits), commencing April 2013.

The specific negotiated articles and corresponding sections where language was altered are as follows and indicated in the attached edited agreement on pages 63-92.

- Article 3, Rights of the Federation, Sections 1, 2 & 5
- Article 5, Academic Freedom and Responsibility, Section 3
- Article 8, Hours and Working Conditions, Sections 15 & 18
- Article 10, Compensation, Sections 16, 17 & 22
- Article 11, Paid Leaves, Sections 3 & 6
- Article 13, Sabbatical Leaves, Sections 1 & 3
- Article 17, Insurance Benefits, Section 5
- Article 20, Evaluation, Section 1
- Article 22, Grievance Procedures, Sections 1 through 15



Article 25, Agreement Conditions and Duration, Sections 4 & 5  
Appendix J, Peer Evaluation & Dean's/Supervisor's Evaluation Form

**EL CAMINO COMMUNITY COLLEGE DISTRICT**

**CLASS TITLE: CLERK CASHIER**

**BASIC FUNCTION:**

Under the direction of the Director of Accounting, the cashier/clerk will process payment of fees and refunds, including verifying accuracy of student refunds and assist in adding and dropping classes. Daily tallying and close cash drawers daily; charge student accounts for any fees and fines and other types of related transactions as required by assigned area. Other routine accounting and recordkeeping duties as required by assigned area.

**REPRESENTATIVE DUTIES:**

Train and provide oversight and direction to temporary cashiers.

Develop and coordinate work schedules for temporary cashiers.

Disburse, balance and submit for reimbursement the District petty cash transactions.

Receive, verify and issue receipts for cash received for other related areas of District operations and/or outside agencies.

Create weekly or monthly summary recaps for District wide fund receipts.

Data entry of District wide fund receipts.

Maintain permanent vendor payment records.

Count and tally personal use cash drawer receipts and verify accuracy.

Assist with assigned area cash drawer verifications and reconciliation as needed.

Research and answer inquiries related to the Chancellors Office Tax offset Program (COTOP), a student debt collection system.

Count and prepare for deposit parking permit money.

Collects and posts a variety of student fees and third-party payments places and removes holds on student accounts for financial obligations.

Generate, review, maintain and distribute a variety of records, reports and files.

Assist the accounting technician with preparation of recap, filing, and retrieval of documents.

Verifies disbursement to ensure they match source document. Prepare mailings of receipts, parking permits billing letters and refund checks according to established procedures.

Enters transactions into the district system in accordance with detailed procedures and carefully pays attention to details to ensure accuracy.

Provides information and assistance to students regarding student accounts; reviews student accounts to analyze activity; assists in resolving system errors.

Sell parking permits. Maintain records of parking permits and duplicate permits.

Light clerical duties: Sort incoming mailing, filing, answering and taking telephone messages.

Perform other related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Methods of accurate cash register balancing, setting up cash drawers, and generating reports.

Basic math.

Customer service practices.

Interpersonal skills using tact patience and courtesy.

Telephone techniques and etiquette.

Modern office practices, procedures and equipment.

**ABILITY TO:**

Use a calculator with speed and accuracy.

Effectively operate a computer terminal.

Read, interpret, apply and explain policies and procedures.

Resolve problems related to operation of cash registers, sales entries, refunds and adjustments.

Prioritize and schedule work.

Train and provide work direction to student and part-time workers.

Establish and maintain cooperative and effective working relations with others.

Make calculations of change with speed and accuracy.

Maintain routine records.

Perform effectively in a fast paced environment.

Work overtime during peak periods.

Understand and follow oral and written direction.

Communicate effectively both orally and in writing.

Greet the public tactfully and effectively.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and two years of cashiering. Basic knowledge of Microsoft Excel.

**WORKING CONDITIONS:**

**ENVIRONMENT:**

Office environment; noise level varies from moderate to noisy.

**PHYSICAL ABILITIES:**

Use arms, legs, and back to lift moderately heavy items.

Bend at the waist.

Walk and/or stand for extended periods of time.

Dexterity of hands and fingers to operate a cash register, keyboard, type, handle materials and paperwork.

Reach overhead, above the shoulders and horizontally.

Classified Salary Range 19

Board Approved: October 15, 2012

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
EL CAMINO COMMUNITY COLLEGE DISTRICT AND  
EL CAMINO CLASSIFIED EMPLOYEES, LOCAL 6142, CFT, AFT, AFL-CIO**

**September 5, 2012**

This Memorandum of Understanding (“MOU”) is entered into on September 5, 2012, between the El Camino Community College District (“the College”) and the El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO (“the ECCE”).

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Whether or not the tax initiatives scheduled for the November 6, 2012 ballot pass or fail, the 2011-2012 salary schedules shall continue to be maintained throughout fiscal year 2012-2013.
2. No layoffs or furlough days will be scheduled during the 2012-2013 fiscal year.
3. There shall be no other reopener negotiations between the parties with respect to the 2012-2013 fiscal year, unless otherwise mutually agreed to between the parties. Reopener negotiations for the ensuing 2013-2014 fiscal year will commence by April 2013, unless another date is mutually agreed upon. In accordance with the current Collective Bargaining Agreement, at Article 28, Section 6, both parties shall provide written notice and a proposal to the other party of the nature of the proposal sought to the current Collective Bargaining Agreement. This notice shall, in turn, be publicly sunshined on the April 2013 agenda of the Board of Trustees.

EL CAMINO CLASSIFIED  
EMPLOYEES, LOCAL 6142

By: Luukia Smith  
ECCE President

Date: \_\_\_\_\_

EL CAMINO COMMUNITY  
COLLEGE DISTRICT

By: Lynn Solomita  
District Negotiator

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
EL CAMINO COMMUNITY COLLEGE DISTRICT AND  
EL CAMINO POLICE OFFICERS ASSOCIATION**

**September 5, 2012**

This Memorandum of Understanding (“MOU”) is entered into on September 5, 2012, between the El Camino Community College District (“the College”) and the El Camino Police Officers Association (“POA”).

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Whether or not the tax initiatives scheduled for the November 6, 2012 ballot pass or fail, the 2011-2012 salary schedules shall continue to be maintained throughout fiscal year 2012-2013.
2. No layoffs or furlough days will be scheduled during the 2012-2013 fiscal year.
3. There shall be no other reopener negotiations between the parties with respect to the 2012-2013 fiscal year, unless otherwise mutually agreed to between the parties. Reopener negotiations for the ensuing 2013-2014 fiscal year will commence by April 2013, unless another date is mutually agreed upon. In accordance with the current Collective Bargaining Agreement, at Article 23, Section 5, both parties shall provide written notice and a proposal to the other party of the nature of the proposal sought to the current Collective Bargaining Agreement. This notice shall, in turn, be publicly sunshined on the April 2013 agenda of the Board of Trustees.

EL CAMINO POLICE  
OFFICERS ASSOCIATION

By: Michael DeSanto  
POA President

Date: \_\_\_\_\_

EL CAMINO COMMUNITY  
COLLEGE DISTRICT

By: Linda Beam  
District Negotiator

Date: \_\_\_\_\_

# TENTATIVE AGREEMENT

## ARTICLE 3

### RIGHTS OF THE FEDERATION

#### Section 1. Payroll Deductions

(a) The District will deduct from the pay of Faculty Members covered by this Agreement ~~the following deductions:~~

~~(a) CFT Life Insurance, CFT Federal Credit Union, Federation dues upon receiving the Faculty Member's voluntary and written authorization, revocable by the Faculty Member;~~

~~(b) and representation fees, upon receiving the Faculty Member's voluntary and written authorization, as provided in Section 2(a) below; and~~

~~(c) (b) Representation service fees, pursuant to Sections 2(a), 2(c), or 2(g) below.~~

The District will pay over to the Federation the amount(s) so withheld, which amount(s) shall be reported to and paid to the Federation on a monthly basis. The Federation shall provide sufficient advance notice to members authorizing deduction(s) of any increase to allow the member to revoke the written authorization, if desired. The Federation will give the District at least forty-five (45) days advance notice of any change in the amount of the monthly deduction(s) ~~and shall provide to the District a copy of the notification concerning affected members.~~ No authorization, correction, deduction, or revocation will be effective until it has been on file with the District for at least thirty (30) days. The Federation agrees to reimburse the District for any deduction(s) withheld and paid to the Federation by mistake. If the District fails to comply with the deduction(s) of a Faculty Member who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months' dues.

#### Section 2. ~~Representation Service Fee Federation Dues~~

~~(a) All Faculty Members shall have the representation service fee withheld from their salary, beginning with their first paycheck after commencement of assigned duties, unless other arrangements are made, as described in (b) at least two weeks prior to their first paycheck.~~

~~(b) (a) The obligation to pay a service The Federation dues fee may will be met by (1) a monthly deduction from the Faculty Member's salary, (2) direct payment to the Federation by the Faculty Member using a method established by the Federation, or (3) if the Faculty Member is a religious objector, by complying with Subsections (f), (g), and (h) of the Section.~~

~~(e) (b)~~ At any time, a Faculty Member may become a Federation Member by submitting to Human Resources, on forms supplied by the Federation or Human Resources ~~and approved jointly by the District and Federation~~, a request for payroll deduction of Federation dues. The District shall provide a ~~NCR~~ copy of the Faculty Member's completed form to the Federation and to Payroll within one (1) week of receiving the completed form.

~~(d)~~ The service fee shall equal an amount not to exceed the standard periodic dues and general assessments of the Federation and shall be used only for those purposes permitted by law.

~~(e)~~ Any Faculty Member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to Regulations of the Public Employment Relations Board.

~~(f)~~ Notwithstanding the above, any Faculty Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay the service fee.

~~(g)~~ However, any Faculty Member who qualifies as a religious objector as provided in (f) above shall pay an amount equal to the service fee to one of the following nonreligious, non-labor, charitable funds:

~~(1)~~ El Camino College Foundation

~~(2)~~ ECCFT Scholarship Fund

~~(3)~~ Any El Camino Scholarship Fund as listed in Appendix I

~~(h)~~ A Faculty Member paying an amount equal to the service fee to one of the organizations listed above, shall (1) pay the amount directly to the organization in one lump sum, with proof of such payment provided directly to the Federation, or (2) arrange with the District for monthly payroll deduction. If the Faculty Member fails to submit proof or arrange for payroll deductions in a timely manner, the Federation shall notify the District and the District shall subsequently implement to the provisions of Subsection (e) above.

~~(i)~~ It is recognized that the Federation, as exclusive representative of all Faculty Members, is required to represent all such Faculty Members fairly without regard to Federation Membership or non-membership. However, any Faculty Member who holds religious objections pursuant to Subsection (f), (g) or (h) above, and who requests the Federation to use the grievance or arbitration procedure on his or her behalf, shall pay the Federation for such representation. The Federation shall charge the Faculty Member for the reasonable cost of using such procedure.

~~(j)~~ The Federation agrees that it will indemnify, defend, and hold harmless the District from any awards, damages, charges, fees, administrative, legal or penalties, costs or attorneys fees arising out of any administrative, legal or contractual challenge commenced against the District due to its compliance with its obligations under the Representation Service Fee provisions of this Agreement. The District shall notify the Federation in writing of the commencement of any such matter within seven days of the



~~District's being served with the matter. The District and the Federation shall both fully cooperate with each other in the defense of such matter. The District may choose counsel, and the Federation retains the right to choose counsel to defend and to determine whether to settle or appeal the matter.~~

~~(c)~~ (c) The District will ~~print and~~ provide to each Faculty Member (1) upon hire, or (2) upon request from the Faculty Member, ~~the form attached to the Agreement as Appendix I~~ information provided by the Federation regarding membership in the Federation. (Note: Update Appendix I.)

~~(1) Faculty Members employed only for a session other than the Fall or Spring semesters, shall have included in their employment packet from Human Resources a letter, written by the Federation and approved by the District, requesting a voluntary Service Representation Fee to the Federation equal to the fee assessed on a half-time Faculty Member for one month.~~

### Section 5. Communication Facilities

The Federation shall have the right to use designated faculty bulletin boards for posting notices of its activities, and shall have the right to list meetings in the weekly Calendar and the right to use faculty mailboxes for communications with Faculty Members. The exercise of these rights is subject to applicable District regulations. Any notice posted pursuant to this Section shall be signed and dated by an appropriate officer of the Federation who is authorized by the Federation to make such posting, and a copy shall be filed with the Vice President - Student and Community Advancement. The Federation shall keep on file with the Vice President - Student and Community Advancement, a list of those officers so authorized. Any Federation material distributed through the intra-campus mail or e-mail system shall clearly indicate the Federation as the distributor of the material.

## TENTATIVE AGREEMENT

### ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY

#### Section 3. Limitations

The following political activities shall, however, be prohibited, although nothing herein shall be construed to limit the discussion and study of politics and political issues when such discussion and study are appropriate to a specific course of instruction:

(a) Political participation as a citizen at times when a Faculty Member is required to render service to the District.

(b) Posting of political circulars or petitions on District premises, except on College bulletin boards set aside for that purpose; the use of District mail and/or e-mail service for the distribution of political materials; interference for political purposes with District employees who are rendering service to the District; or the solicitation of students for political purposes, except that Faculty Members may encourage students to participate in political activities of the students' choice.

# TENTATIVE AGREEMENT

## ARTICLE 8

### HOURS AND WORKING CONDITIONS

#### Section 15. Counselors

(a) Effective July 1, 2012, Counselors will transition from a fiscal year basis to a work year calendar during 2012-13 of 197 work days, with one additional sick leave day, but no vacation or holiday pay. Within the 197 work days, 175 work days will coincide with the modified academic year consisting of two 18-week semesters. Twenty-two (22) additional days will be assigned to be worked during the summer and/or intersession in consultation with the Dean of Counseling and Matriculation. Each Counselor will formulate and maintain a schedule, subject to the approval of the Dean of Counseling and Matriculation, consisting of a basic forty (40) hour work week of professional counseling services. The schedule may be changed or adjusted, subject to the approval of the Dean. The schedule shall include twenty-six (26) hours of student contact a week with a possible reduction of these hours at the Dean's discretion and two (2) hours of on-campus, non-student contact a week. The Dean may require up to thirty (30) hours of student contact a week, during periods of in-person registration, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than thirty-two hours per week on campus (or at the location where a Counselor's work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. Twenty-eight (28) of the thirty-two (32) hours must be scheduled on a weekly basis.

(b) Effective July 1, 2013, Counselors shall be employed on a modified academic year basis of 175 days, basic service hours per week under an 18-week calendar shall be 40 hours per week. Each Counselor will formulate and maintain a schedule, subject to the approval of the appropriate Dean, consisting of a basic forty (40) hour work week of professional counseling services. The weekly schedule shall include twenty-six (26) hours of student contact a week consisting of one-on-one counseling, group counseling/workshops and classroom presentations and two (2) hours of on-campus, non-student contact a week. The Dean may require up to thirty (30) hours of student contact a week, during periods of peak registration, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than thirty-two (32) hours per week on campus (or at the location where a counselor's work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. Twenty-eight (28) hours of the thirty-two (32) hours must be scheduled on a weekly basis.

(c) Counselors are entitled to all professional privileges afforded to teaching faculty, such as professional development activities. Counselors will have up to forty (40) hours per academic year to be used for conferences, workshops (on or off campus), or other professional development, excluding campus committees. Any hours in excess

of the forty (40) which are approved for conferences, workshops, etc., will require the counselor to establish additional student contact hours on an hour-for-hour basis. These hours shall be rescheduled within thirty (30) days from the hours missed.

(d) A Counselor who is also assigned a teaching load during the academic year shall have the option to count the teaching load as overload up to 13.34 percent, or to be governed by the provisions of this Article for such period in the proportion that the Counselor's teaching assignment bears to the normal teaching load as defined in Section 6 of this Article. The balance of that percentage will be assigned as counseling duties as provided by this subsection.

(e) The academic year is comprised of 175 days of service. The District may schedule no more than twenty (20) of the 175 days of service prior to and contiguous with the beginning of the fall and/or spring semesters. The modified academic year schedule will be communicated to the affected Counselor by May 1 of the prior academic year. Each counselor will prepare a schedule of substitute days off during the academic year and shall discuss the proposed schedule with the Dean who will approve the schedule if it meets the needs of the District. If not approved, the Dean and the Counselor will develop an alternative acceptable schedule. The schedule of alternative days off shall be determined in writing prior to June 1, of each year, but may be changed by mutual agreement during the year.

(f) Effective July 1, 2013, once the 175 days have been worked, the counselor may work up to twenty-five (25) additional days, six (6) hours of student contact, at the daily rate. (Article 10, Section 13.) Any time worked beyond the 25 additional days will be compensated at Rate II, Appendix D-3.

(g) During the academic year, a counselor may request up to six (6) additional student contact hours per week to be compensated at Rate II, Appendix D-3.

~~(h)~~ (h) A Counselor may request to be relieved of counseling duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate dean and the counselor requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.

#### Section 18. Registered Nurses, Nurse Practitioners, Physician Assistants, **and Clinical Psychologists**

(a) Registered Nurses, Nurse Practitioners, ~~and~~ Physician Assistants, **and Clinical Psychologists** in Student Health Services will be employed on an academic year basis.

(b) Registered Nurses, Nurse Practitioners, ~~and~~ Physician Assistants, **and Clinical Psychologists** will be employed for a basic work week of forty (40) scheduled hours of professional services including case preparation, staff and committee meetings, and off-site visits for professional development. The basic work week under the 16 week compressed calendar shall be expanded by 12.5% (45 hours per week). Each Registered Nurse, Nurse Practitioner, Physician Assistant, and Clinical Psychologist will formulate

and maintain a schedule, subject to the approval of the appropriate Dean, consisting of a basic 45 hours per week to include 36 student contact hours, including case preparation, and 9 hours of staff and committee meetings, and off-site visits for professional development.

(c) Registered Nurses, Nurse Practitioners, ~~and~~ Physician Assistants, **and Clinical Psychologists** are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

## TENTATIVE AGREEMENT

### ARTICLE 10 COMPENSATION

#### Section 16. Cooperative ~~Career~~ Work Experience Education Pay

(a) The District may offer Cooperative ~~Career~~ Work Experience Education; the rules, regulations, and procedures are set forth in the ~~Faculty Manual of Operations and Procedures~~ Cooperative Work Experience Faculty Handbook.

(b) A ~~cooperative-career~~ Cooperative Work Experience education assignment during a regular semester shall be compensated at not to exceed six (6) hours for each student on the basis of:

- (1) ~~on-campus~~ First conference with each student to be held on campus for one hour.
- (2) First on-the-job Employer/Instructor conference for ~~two hours~~ one hour.
- (3) Mid-semester, in-service, preparation, and record review for one-half hour.
- (4) Second ~~on-the-job employer/Instructor conference for one and one-half hours~~ meeting with each student to be held at the student's employment site for one hour.
- (5) Second ~~on-campus student conference for one-half hour;~~ on-the-job Employer/Instructor conference for one hour, ~~and~~
- (6) Third conference with each student to be held on-campus for one hour.
- (7) End of semester in-service, preparation, and record review for one-half hour.

~~The Faculty Member may not serve as Instructor and employer for the same student.~~

(c) The number of Cooperative ~~career~~ Work Experience Education students assigned to a Full-Time Faculty Member during a regular semester shall not exceed twenty (20), except with the approval of the Vice President-Academic Affairs. The Faculty Members who teach Cooperative ~~career~~ Work Experience Education classes during the summer sessions covered by this Agreement will be allowed a maximum of twelve (12) students. Otherwise, their compensation will remain as stated in this Article.

(d) A Faculty Member assigned to teach Cooperative ~~career~~ Work Experience Education students during a fall or spring semester shall be compensated on a lump-sum basis on the hourly rate as provided in subsection (e) of this Section based on the hourly rate set forth in Section 7(c) of this Article times the number of assigned hours of service performed not to exceed six (6) hours per student during a regular semester.

(e) Compensation for a Cooperative ~~career~~ Work Experience Education assignment during a regular semester shall be paid at the end of the 12th week and at the end of the semester, after completion of the clearance procedures. All documentation for compensation will be submitted no later than the last day of the semester in which the Faculty Member was assigned to teach Cooperative Work Experience Education students.

(f) Mileage will be reimbursed by the District in accordance with the rate specified in Board Policy.

### Section 17. Large Class Size

~~(a) Courses scheduled to have a large class size must have the prior approval of the Dean and the department or their designees. The Dean will use the maximum enrollment during the first two weeks of instruction to determine large class size may designate certain sections to have a large class size and the maximum enrollment in each such section to be either less than two times or three time the normal class size (N.C.S.).~~

~~(b) Instructors who agree to teach sections of classes scheduled to have larger than Normal Class Size (“N.C.S.” below), as set for in the Master Course File, designated as large class size will be credited with adjusted loads in accordance with the following schedule. The Dean will use the maximum enrollment prior to the census date to determine large class size, provided that the maximum so determined shall not be larger than the enrollment designated for the section as provided in subsection (a).~~

<u>Class Size</u>	<u>Adjusted Load</u>
1. <u>Less than 1.5 x N.C.S.</u>	1.00 x Load
2. <u>At least 1.5 x N.C.S. and less than 2.0 x N.C.S.</u>	1.25 x Load
3. <u>At least 2.0 and less than 3.0 x N.C.S.</u>	1.50 x Load
4. <del>At least 3.0 x N.C.S.</del>	<del>1.65 x Load</del>

~~(c) Classes at least 4.0 x N.C.S. are not ordinarily offered. The load factor for these classes, at least 4.0 x N.C.S., will be determined by the Dean and the Division Load committee, subject to the approval of the College Load Review Committee, and must be reapproved by the Dean and the Division Load Committee, with each new Collective Bargaining Agreement.~~

~~(d) Loads for multiple courses will be determined by the procedures set forth in Article 8, Section 8.~~

### Section 22. Participation in Student Learning Outcomes

Assessment is a natural outcome of teaching and learning. Faculty has the responsibility of assessing student learning. To facilitate that faculty has the necessary tools to participate in the student learning outcome (SLO) cycle, the following will occur:

- (a) The division dean will provide all instructors with electronic access to the official course outline of record and any approved SLOs.
- (b) Training opportunities will be provided to all instructors at various times so that they can access pertinent information in the District’s curriculum management system regarding course outlines and SLOs.
- (c) All faculty will include the approved SLOs in their course syllabi and participate in the assessments of course and program SLOs per the District’s assessment timeline.

Full-time faculty has the primary responsibility of developing course and program student learning outcomes and assessment rubrics. Full-Time Faculty is encouraged to solicit and include the expertise of Part-Time faculty in the development and assessment of SLOs.

In disciplines where there is no Full-Time faculty, Part-Time faculty will be responsible for developing appropriate course SLOs and assessment rubrics for classes they teach with the assistance of a faculty facilitator.

If a Part-Time faculty member is directed by the division dean to coordinate the development and/or assessment of program SLOs or course SLOs where there are multiple instructors, the part-time faculty member will be compensated at the special rate of pay set forth in Appendix D-3, Rate II not to exceed five (5) hours.



# TENTATIVE AGREEMENT

## ARTICLE 11

### PAID LEAVES

#### Section 3. Sickness

(a) Full-time Faculty Members.

A Full-Time Faculty Member shall be entitled to one day leave of absence for each month of contract service in a year for illness or injury without loss of pay, except that no Faculty Member shall be entitled to sick leave for any day for which there is no requirement to render service to the District. Accrued sick leave will be converted from days to hours based on an eight hour day.

...

(6) Faculty members shall be allotted 80 hours of sick leave per calendar year. Accrued sick leave will be converted from days to hours based on an eight hour day.

Sick time shall be calculated on the number of contact hours missed divided by the total number of weekly contact hours scheduled in a given semester and then multiplied by 40, which will equal the number of sick time hours charged to the faculty member.

Number of Contact Hours Missed in a Day x 40 Hours = Charged Sick Time  
Hours

Total Number of Weekly Contact Hours

(a) The Faculty Member's weekly schedule will be used to determine the amount of sick leave used.

(b) The number of contact hours missed in a day refers to any day in which the Faculty Member is absent from work. If a Faculty Member works a partial day, then the Faculty Member will be charged only for those contact hours missed on that day.

(c) For instructional faculty, the number of "contact hours" refers to the student contact hours as provided on both the regular and overload contracts and scheduled office hours.

(d) For non-instructional faculty, the "contact hours" refers to the scheduled "hours" as specified in Article 8 of the Agreement.

(e) "Contact hours" also includes scheduled Department/Division

meetings.

(f) The number of “sick time hours” charged per day shall be rounded to the nearest whole number.

**EXAMPLE (No overload):**

Four (4) hours missed in a day divided by 20.1 weekly contact hours times 40 hours equals eight (8) hours charged to sick time. This is based on 15.1 student contact hours and 5 office hours.

$$\frac{4}{20.1} \times 40 \text{ Hours} = 8 \text{ Charged Sick Time Hours}$$

**EXAMPLE (Includes overload):**

4.94 hours missed in a day divided by 29.02 weekly contact hours times 40 hours equals seven (7) hours charged to sick time. This is based on 26.02 student contact hours and 3 office hours.

$$\frac{4.94 \text{ Hours Missed}}{29.02 \text{ Weekly Contact Hours}} \times 40 = \text{Seven (7) Hours Charged Sick Time Hours}$$

(b) Part-Time Faculty Members

Each semester, Part-Time Faculty Members shall be entitled to sick leave ~~of absence~~ for illness or injury, credited in hours, ~~in the amount of the number of regular weekly hours in their assignment for that semester.~~ as follows:

<u>Semester Teaching Load</u>	<u>Hours</u>
<u>10.0% or less</u>	<u>1</u>
<u>10.1 to 14</u>	<u>2</u>
<u>14.1 to 25</u>	<u>3</u>
<u>25.1 to 30</u>	<u>4</u>
<u>30.1 to 40</u>	<u>6</u>
<u>40.1 to 50</u>	<u>7</u>
<u>50.1 to 55</u>	<u>8</u>
<u>55.1 to 67</u>	<u>9</u>

For non-teaching assignments, the number of regular weekly hours assigned shall be confirmed in writing to the Payroll Department by the Dean of the Part-Time Faculty

Member's division at the beginning of each semester. This shall not apply to on-call assignments. Unless otherwise provided by law, all such earned and accumulated leave will be carried forward from semester to semester providing that the Part-Time Faculty Member does not have a break in service of more than three consecutive semesters.

(c) Winter or Summer Session

Each Full-Time and Part-Time Faculty Member shall be entitled to one (1) day of sickness leave for a four (4) week session, one and a half (1.5) days for a five (5) or six (6) week session, and two (2) days for each seven (7) or eight (8) week session, to be accumulated as provided in section (a)(4) of this Section upon completion of a full summer session assignment.

(d) Extended Leave or Reduced Work Load

It is understood that Full or Part-Time faculty on extended leave or reduced work load shall not be assigned to campus committees.

...

Section 6. Judicial and Official Appearances

The District will grant a leave of absence to a Full-Time or Part-Time Faculty Member for a judicial or other official appearance in a proceeding in which the District is a party so long as the Full-Time or Part-Time Faculty Member's appearance in such proceeding is determined by the District to be in support of the District's position in that proceeding.

## TENTATIVE AGREEMENT

### ARTICLE 13 SABBATICAL LEAVES

#### Section 1. Purpose

The District shall provide sabbatical leaves of absence for Full-Time Faculty Members for the purpose of professional development. Note: It is understood that there will be no sabbatical leaves granted for Spring semester 2013 or for academic year 2013-14 in case none of the contemplated State-wide tax initiative measure(s) to be scheduled for the November 6, 2012 general election are passed and implemented.

...

#### Section 3. Limitation On Leaves Granted

No more than ~~two percent (2%)~~ seven of Full-Time Faculty Members may be granted traditional sabbatical leaves in any one fiscal year. Such sabbatical leaves are described in Section 4 of this Article. ~~An additional two percent (2%)~~ Two additional Full-Time Faculty Members may be granted one semester half-pay sabbatical leaves in any one academic year; however, such one-semester, half-pay leaves shall be limited to a fall or spring semester leave at one-half (1/2) pay. ~~In the case of each type of sabbatical leave (traditional and one semester half pay), when the number of Full-Time Faculty members is multiplied by two percent (2%) and a fractional sabbatical is part of the resulting number (e.g., 6.3 traditional sabbaticals), during the year in which that point is reached for each type of sabbatical, an additional sabbatical leave of that type will be granted for the following year. In the event that there are two (2) or more unused one semester, half pay sabbatical leaves in any year, one (1) additional traditional sabbatical leave will be awarded for that year.~~

## TENTATIVE AGREEMENT

### ARTICLE 17 INSURANCE BENEFITS

#### Section 5. Short-Term Disability Income Insurance

(a) The District will continue to make available to Full-Time Faculty Members a short-term disability income insurance plan. The Faculty Member who elects coverage by this plan shall pay the entire cost of such coverage.

(b) In 2011, Part-Time Faculty Members elected to participate in the state disability insurance plan (SDI). Participation in the plan by all Part-Time Faculty Members is mandatory. Employee payroll deductions will be made to cover the cost of participation.

Please note: The proposal for new Section 5(b) was initially made under Article 11 (Leaves), proposed new paragraph (d). It was agreed to place the language under Article 17, Section 5, new paragraph (b).

## TENTATIVE AGREEMENT

### ARTICLE 20

#### EVALUATION

##### Section 1. Evaluation Probationary Instructors

(a) – (f) and (j) – (m): No proposal

(g) Observation Schedule

Change “Faculty Observation Report” (Appendix J, p. 182) to be entitled “Peer Evaluation Form.” Add Item 7, “Cultivate a courteous, respectful and professional environment among students, colleagues, and staff members” and Item 8, “Participate collegially in Department/Division activities.”

(h) Evaluation Conference

An evaluation conference will be scheduled by the Dean, Associate Dean, or Director during each of the first, second, third, fifth and seventh semesters normally no later than the end of the fourteenth week of the semester.

(1) Prior to the evaluation conference, the Dean and the peer evaluators will meet to review and discuss their respective observations. At this meeting the observation and evaluation reports prepared by the Dean and the peer evaluator(s) will be summarized into one document without indicating the individual evaluator. This document will be referred to as the “Combined Peer/Dean Evaluation Report,” signed and dated by the Dean and the peer evaluators, and will be one of the documents attached to the “Conference Report for Faculty.” The purpose of the “Combined Peer/Dean Evaluation Report” and the “Conference Report for Faculty” is to focus on the evaluatee’s overall effectiveness as a faculty member, as opposed to comments submitted by individual evaluators on the panel.

(2) All members of the evaluation panel must be present when the Combined Peer/Dean Evaluation Report is presented to the evaluatee at the evaluation conference. This meeting will also include a discussion to confirm that the evaluatee was evaluated in accordance with this article. The evaluation conference report will include, but will not be limited to, the items listed in the evaluatee's self-evaluation report, the student evaluation, ~~the peer evaluation, and the Dean's evaluation~~ and the Combined Peer/Dean Evaluation Report. The basis upon which any "needs improvement" or "unsatisfactory" comments are made will be discussed and assessed at such conference. A short continuance of the conference will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request, a Federation representative may attend the

conference. However, a scheduled conference will not be postponed more than five (5) work days to accommodate attendance of a Federation representative.

(i) Conference Report for Faculty

(1) The Dean will submit the Conference Report for Faculty which is comprised of Combined Peer/Dean Evaluation Report, the self-evaluation report, and the student survey results, if available, to any evaluatee with an overall evaluation of "needs improvement" or "unsatisfactory" within seven (7) work days following the evaluation conference. ~~All other Overall "satisfactory" Conference Reports~~ will be submitted within fourteen (14) work days. The Conference Report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items. All reports will reflect the evaluation conference discussions. A majority of the panel must concur in recommending an overall rating of "satisfactory," "needs improvement," or "unsatisfactory." If the Dean and the evaluator(s) in the third or fourth year cannot agree on the overall rating, resulting in a tied vote, then these two individuals will select a third evaluator.

(2) If a probationary Faculty Member is judged to have an overall rating of "satisfactory," the next evaluation will occur during the second, third, fifth and seventh semesters. Should the overall evaluations in subsequent semesters be less than "satisfactory," then the following procedures will apply.

(3) If a probationary Faculty Member is judged to have an overall rating of "needs improvement" or "unsatisfactory," specific reasons must be itemized in the ~~report~~ "Combined Peer/Dean Evaluation Report" that will guide the probationary Faculty Member in improving. The report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items. If the probationary Faculty Member or any member of the panel does not concur with the report, such individual(s) may submit a written and signed statement of dissent, which statement shall include the reasons for the disagreement.

(4) ~~The~~ A copy of the Conference Report will also be submitted to the Vice President - Academic Affairs, and/or the appropriate Vice President. ~~with a copy to the Instructor.~~ In addition, the evaluatee and any member of the panel may submit a written signed statement expressing a dissenting opinion with reasons for the disagreement within seven (7) work days. All evaluation materials will be forwarded by the Vice President to Human Resources for inclusion in the employee personnel file.

(5) If a probationary Faculty Member is given an overall evaluation rating of "needs improvement" or "unsatisfactory," the probationary Faculty Member will not be eligible for summer school, overload or any assignment beyond a regular load.



# TENTATIVE AGREEMENT

## ARTICLE 22

### DISPUTE GRIEVANCE RESOLUTION PROCEDURES

#### Section 1. Purpose And Definitions

It is the purpose of the Article to outline a procedure for addressing ~~disputes~~ grievances that may arise between the Federation and/or the "Grievant" and the District in order that they may be resolved in the most timely, amicable, and efficient manner consistent with meeting the individual and mutual interests of the parties concerned.

(a) ~~Complaint~~ Grievance: An allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of the terms, provisions, and conditions of the Agreement or of any "Policy of the District" to the extent that the grievant (whether an individual, a group, or the Federation), ~~as the case may be, believes claims~~ to have been adversely affected adversely, and treated unfairly, and/or treated inequitably, ~~treated~~.

(b) Policy Of The District: A rule, regulation, or policy adopted by the Board of Trustees.

~~(c) — Grievance: A written complaint filed pursuant to Section 6 of this Article, which complaint states a claim of a violation of the terms and conditions of this Agreement and that such violation adversely affects the grievant(s).~~

~~(d)(c) Complainant/Grievant~~: An individual Faculty Member or a group of Faculty Members, an individual acting on behalf of Faculty Members having the same or similar grievance ~~or complaint~~, or the Federation.

~~(e)(d) Mediation~~: The process by which an impartial third party (the State Mediator) assists the parties involved in a dispute to resolve their differences and arrive at a mutually agreeable settlement.

~~(f)(e) State Mediator~~: The person ~~or persons selected by the President of the Federation and the Director of Human Resources~~ selected by the California State Mediation and Conciliation Service to implement the mediation process.

~~(g)(f) Working Days~~: Any day during which the Administrative Offices of the District are open for business to the public.

~~(h)(g) Dean~~: For purposes of this Article, the term "Dean" refers to the Dean of the Faculty Member's Division or the Dean of another Division, or higher official, or a director or manager, who is the responsible District officer involved in the acts ~~complained of which are the subject of the grievance~~.

~~(i)(h) Federation Representation~~: Upon his/her request, the Faculty Member shall be entitled to Federation representation during the grievance process. (See Article 21, Section 2 regarding "Right to Representation" and Article 22, Section 7 regarding "Federation Representation.")

#### Section 2. Exclusions

It is expressly understood that the following are specifically excluded:

- (a) Any ~~dispute~~ grievance concerning the provisions of Article 1, Recognition,
- (b) Any ~~dispute~~ grievance arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article 2, Rights of the District, or any other rights of the District not expressly limited by the terms of this Agreement,
- (c) Any action taken pursuant to Article 6, Section 3, except subsections (f), (g), and (h) and subparagraph (8) of subsection (a) of Article 6, Section 3,
- (d) Any ~~dispute~~ grievance arising out of Article 23, Work Stoppage, and
- (e) Such other exclusions, as may be included within this Agreement.

Section 3. ~~Informal Complaint~~ Level 1 Grievance

Prior to filing a ~~formal complaint~~ written Level 2 Grievance pursuant to Section 4 of this Article, the ~~Faculty Member~~ grievant shall initially discuss the ~~complaint~~ grievance and the remedy sought in person with the appropriate Dean within ten (10) working days after the circumstance or action giving rise to the ~~complaint~~ grievance was discovered or reasonably could have been discovered. ~~The Both~~ parties will informally discuss the ~~complaint~~ grievance and make an earnest and good-faith effort to resolve ~~it~~ the Level 1 Grievance. If the grievant is represented by a Federation representative, then an administrative representative may also be present at the Level 1 Grievance meeting.

Section 4. ~~Formal Complaint~~ Level 2 Grievance

(a) If the ~~complaint~~ grievance is not resolved at the ~~Section 3~~ Level 1 Grievance meeting, and if the Faculty Member(s) grievant who desires to proceed further with the ~~complaint~~ grievance process, then the grievant shall file in writing the ~~complaint~~ a Level 2 Grievance in writing with the appropriate Dean within ten (10) working days after the ~~Section 3~~ Level 1 Grievance meeting. The ~~complaint~~ Level 2 Grievance shall fully state the facts ~~surrounding the complaint~~ giving rise to the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated or the Policy of the District alleged to have been violated and the remedy sought. The ~~complaint~~ Level 2 Grievance shall be signed and dated by the ~~Faculty Member(s) grievant~~ and shall include a statement that the ~~Section 3 Level 1 Grievance efforts were meeting was~~ not successful in resolving the ~~complaint~~ grievance.

(b) Upon receipt of the ~~complaint~~ Level 2 Grievance, the Dean shall promptly forward ~~two (2) copies~~ a copy of the ~~complaint~~ Level 2 Grievance to the ~~Director~~ Vice President of Human Resources, who shall in turn promptly forward ~~one (1)~~ a copy to the President of the Federation. The Dean will promptly schedule a meeting with the ~~Faculty Member~~ grievant to review and discuss the ~~complaint~~ Level 2 Grievance. Such meeting will be scheduled to take place no later than five (5) working days from the date the written ~~complaint~~ Level 2 Grievance is received by the Dean.

(c) The Dean will provide the ~~Faculty Member~~ grievant with a written reply to the ~~complaint~~ Level 2 Grievance, either hand delivered or by ~~certified~~ U. S. mail within

ten (10) working days following the date of the meeting. Such reply will terminate this ~~Section 4~~ Level 2 Grievance procedure.

## Section 5. Mediation

Any ~~complaint grievance~~ grievance that is not resolved through the ~~procedures set forth in Sections 3 and 4~~ Level 2 Grievance process may be pursued by the Faculty Member within ten (10) working days of the ~~Section 4 Dean's response of the Dean by the Faculty Member or the Dean~~ Section 4 Dean's response in accordance with the following procedure:

(a) The Faculty Member ~~or Dean~~ shall notify the President of the Federation and the ~~Director~~ Vice President of Human Resources in writing of the referral of the ~~dispute grievance~~ dispute grievance to Mediation. Such notification shall be accompanied by copies of the ~~complaint grievance~~ complaint grievance and reply.

~~(b) (1) The President of the Federation and the Director of Human Resources, or designee(s), shall meet promptly (within five (5) working days) to agree upon the selection of a Mediator from a pre-determined list of qualified persons. The complainant(s) and the Dean must agree on the selection and the person selected must agree to serve as Mediator in the dispute.~~

~~(2) If the President of the Federation and the Director of Human Resources cannot agree on a Mediator, each will select at least three (3) names from the pre-determined list and will place the names in a vessel and will draw the names one by one, with the first name drawn being the first to solicit for the assignment, subject to the concurrence of the complainant(s) and the Dean, and sequentially in the order drawn.~~

~~(3) The selected and agreed-upon Mediator will promptly (within five (5) working days after the appointment) set the time and place of mediation in writing to the complainant(s) and the Dean with copies to the President of the Federation and the Director of Human Resources.~~

~~(4) If the Mediator desires another mediator to participate as a team in the Mediation, the Mediator will select such person from the pre-determined list. Such selection shall be approved by the President of the Federation, the Director of Human Resources, and the parties to the dispute. The first appointed Mediator shall retain the administrative responsibilities for the Mediation.~~

(b) (1) The Office of Human Resources will promptly, within five (5) working days, notify the office of the State Mediation and Conciliation Service of the need for the appointment of a State Mediator. This notification will copy both the grievant and the office of the Federation.

(2) The mediation conference will be held at the College and scheduled at a mutually convenient time per Section 8 of this Article.

(c) The parties shall make a good-faith effort to resolve the issues identified in the ~~complaint grievance~~ complaint grievance through the use of the State Mediator who will assist the parties in their efforts to achieve a mutually satisfactory resolution of the ~~complaint grievance~~ complaint grievance. The State Mediator shall not issue any public statement of fact or opinion concerning the issues or positions under discussion. Similarly, in no instance shall the form or matter of

these discussions, including settlement statements, positions, offers, or proposals made during the mediation process be revealed publicly by the parties nor referred to or introduced in any subsequent proceedings except with the written permission of the parties directly involved.

(d) The mediation conference shall be informal in nature. There shall be no formal rules of evidence. No transcript of the conference, written or verbal, shall be made. Any additional ground rules pertaining to the conduct of the conference shall be agreed upon by the parties. The State Mediator shall attempt to assure that all pertinent and relevant facts, considerations, and concerns are revealed by the parties. The State Mediator shall have the authority to meet with the parties separately and in confidence (caucus), but will have no authority to compel a resolution of the ~~complaint~~ grievance. Any of the parties may request the attendance of one or two other persons of his/her choice in order to provide assistance or support for that party. ~~; however, only those parties directly involved in the complaint may participate as spokespersons during the mediation conference.~~ Witnesses may also be called by the parties, with the permission of the State Mediator in order to clarify the facts involved in the ~~dispute~~ grievance.

(e) If a satisfactory resolution of the ~~complaint~~ grievance is achieved during the mediation conference, the parties shall sign a written statement to that effect and thus waive the right of the parties to any further appeal of the ~~complaint~~ grievance, unless the terms and conditions of the agreement are not adhered to. It is understood that a Federation representative has the right to attend the mediation conference. The Mediator shall provide a copy to the District and the Federation, each of which shall then have ten (10) working days in which to file a response regarding whether the written agreement resolving the complaint is unreasonable or inconsistent with the terms of the Agreement or Policy of the District. Such response, if any, will be considered during the follow-up phase of the mediation process pursuant to subsection (g) of this Section.

(f) If a satisfactory resolution is not achieved during the mediation conference: ~~the Mediator shall provide the parties a non-binding opinion regarding potentially workable resolution alternatives. Such opinions are of advisory, non-precedential nature only. Confidentiality provisions contained in subsection (e) of this Section shall apply to such opinions.~~

~~(g) The Mediator shall be responsible for sending to all parties directly involved in the complaint, as well as to the District and Federation, a copy of the written agreement resolving the complaint; or, if there is no resolution, a written statement to that effect. Any written response(s) from the District or the Federation shall be sent directly to the Mediator. The Mediator shall then convene a mediation conference within ten (10) working days of receipt of any response(s) in order that the parties to the complaint and the Mediator may discuss what, if any, revisions may be incorporated into the agreement as written that would address the concerns identified in the District and/or Federation response(s).~~

~~(h) The Mediator may terminate the proceedings under this Section at any time if neither the interests of the parties nor the integrity of the process are served by continuing.~~

~~(i) No later than thirty (30) days following the concluding mediation conference, the Mediator shall contact the parties to the complaint to assess the status of their dispute, compliance with any written agreement, and assess the possible need for an additional mediation conference or an extension of time for further follow-up monitoring by the Mediator.~~

~~(j) The Mediator shall maintain a complete written confidential record of all discussions and communications occurring before and during the conference, and including follow-up, that transpired as they relate to the implementation of this Section.~~

~~(k) (1) For complaints grievances involving alleged violation or misapplication of the Policy of the District and ~~complaints pursuant to Section 14 of this Article~~, the process shall conclude at this point.~~

~~(2) For all other grievances, the arbitration process is available subject to the provisions in Section 12 (Arbitration) of this Article.~~

~~(l) The Director of Human Resources shall from time to time designate a classified employee of the District to provide secretarial assistance to the Mediator in making arrangements and in preparing and forwarding any notices of the documents required. The President of the Federation and the Director of Human Resources shall agree on such forms as may be needed to facilitate the mediation process.~~

#### Section 6. Grievance

~~If the complaint is not resolved per Section 5 of this Article, the complainant may, within ten (10) working days, appeal any complaint as a grievance by filing a written statement of appeal with the President of the Federation and the Director of Human Resources. This statement, together with a copy of the written complaint and the Dean's written reply, shall begin the grievance process. The appropriate Vice President shall schedule a meeting within ten (10) working days of the receipt of the written appeal in order to resolve the grievance. Within ten (10) working days following that meeting, the Vice President shall send a written statement of decision on the appeal to both the Faculty Member and the Federation.~~

#### Section 7 6. Timely Statement

If a ~~complaint or~~ grievance is not processed by the Faculty Member in accordance with the time limits set forth in the Article, the ~~complaint or~~ grievance shall be considered settled on the basis of the decision made per ~~Section 4 (complaint)~~ the Level 2 Grievance or Section 6 (grievance). If the District fails to respond to the ~~complaint or~~ grievance within the time limits set forth in this Article, the ~~complaint or~~ grievance shall be considered settled on the assumption that the remedy being sought by the Faculty Member is acceptable to the District. The time limits specified in the Article are intended to be maximum limits and every effort should be made to expedite the settlement process. However, the time limits set forth in the Article may be extended by written mutual agreement between the District and the Faculty Member or the District and the Federation, as the case may be, provided that the time limits shall be extended if any party to the ~~complaint or~~ grievance is incapacitated by virtue of causes beyond that

party's control. Time limits will be tolled during non-instructional periods. The participants in a meeting or conference may agree in writing to adjourning and convening at a more convenient time and date.

#### Section 7. Federation Assistance Representation

The Faculty Member shall be entitled to Federation ~~assistance~~ representation ~~throughout per Section 3 and 4 and 5~~ Level 1, Level 2, and Mediation. If the Faculty Member desires such ~~assistance or~~ representation, the Federation shall inform the Dean, ~~Mediator,~~ or Vice President, as the case may be, of the person selected by the ~~Faculty Member Federation~~ in order that the meeting or conference can be scheduled so as not to conflict with assigned duties. Similarly, the District may invite an additional management employee to be present at all meetings and conferences. The District and the Federation may also designate a substitute for the person identified as the responsible District and Federation representative in this Article; however, that substitute must possess the authority to resolve the dispute.

#### Section 8. Scheduling

All meetings and conferences will be held during the normal business day and shall be scheduled, where possible, by the Dean, State Mediator, or Vice President at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event that the Dean, State Mediator, or Vice President schedules a meeting or conference which conflicts with the assigned duties of the affected Faculty Member(s), the Faculty Member(s) will not suffer any loss of pay as a result of attending such meeting or conference.

#### Section 9. Federation Complaint Grievance

If the Federation has a ~~complaint~~ grievance concerning the application of the provisions of the Agreement or Policy of the District, it shall provide ~~written copies of such complaint~~ the grievance to the ~~appropriate Vice President and the Director~~ Vice President of Human Resources within ten (10) working days from the date the Federation discovered or could have discovered the facts giving rise to the ~~Complaint~~ grievance. The Federation shall comply with the requirements set forth in this Article commencing with Section 3.

#### Section 10. Multi Party Complaint Grievance

If a group of Faculty Members has the same or similar ~~complaint~~ grievance, one Faculty Member may file the ~~complaint~~ grievance on that Faculty Member's own behalf as well as on the behalf of the other Faculty Members similarly situated. The Faculty Member who files such a class or group ~~complaint~~ grievance shall first obtain the signatures of all the Faculty Members in the class or group who thereby authorize and give their specific approval for the Faculty Member to process the ~~complaint~~ grievance on their behalf. Since all signatories shall be considered parties to the ~~dispute~~ grievance and any settlement that is reached, all of the Faculty Members shall be consulted by the

Faculty Member pursuing the ~~complaint~~ grievance prior to the final approval of any agreement.

#### Section ~~12~~11. Initial Salary Placement

A Faculty Member who has a ~~complaint~~ grievance concerning initial placement on the salary schedule shall first discuss the issue with the ~~Director~~ Vice President of Human Resources, commencing with Section 3 of this Article, within sixty (60) days from the beginning of employment, fiscal year or academic year, as the case may be.

#### Section ~~13~~12. Arbitration

Grievances that are not resolved pursuant to this Article and which the Federation, in its sole discretion and exclusive right, desires to pursue further, shall be submitted for arbitration as provided by this Section. The Federation shall give written notice to the President, with a copy to the Vice President of Human Resources, of its desire to arbitrate the grievance within thirty (30) working days following ~~receipt of the written notice per Section 6 of the Article~~ conclusion of the mediation conference (Section 5). Failure to file such a request within these time limits shall terminate this process. The only matters that are subject to arbitration are those which constitute grievances and have been processed in accordance with the previous sections of this Article. Any matter that is excluded under Section 2 of this Article is also not subject to arbitration.

(a) The parties shall agree on an arbitrator no later than ten (10) working days following the District's receipt of the Federation's written notice desiring arbitration of the grievance. If no agreement is reached between the parties within that period, they shall jointly request that the ~~Federal State~~ Mediation and Conciliation Service supply a panel of seven (7) ~~eleven (11)~~ names of potential arbitrators ~~—The parties will remove from the panel any proposed arbitrator who is not a member of~~ who are members of the National Academy of Arbitrators. The parties shall then alternately strike names of the modified panel list until one name remains. The party who strikes the first name shall be determined by the flip of a coin.

(b) The function and purpose of the arbitrator is to resolve the disputed interpretation of the terms actually found in this Agreement. Such resolution shall be based on the disputed facts upon which the application of the provisions of this Agreement depend and considering the intent of the parties when such provisions were agreed upon. The arbitrator shall have no authority to alter, amend, add to, or subtract from the terms, conditions, or provisions of this Agreement, and shall determine only whether or not there has been a violation of such terms, conditions, or provisions as alleged in the grievance and what the appropriate remedy will be.

(c) The decision of the arbitrator as limited herein shall be final and binding upon the parties to the dispute. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance.

(d) The fees and expenses of the arbitration, including a reporter's transcript if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties.

If the arbitrator determines that a reporter's transcript is not desirable, the party ordering the transcript shall pay the cost. Each party shall bear the expense of preparing for and presenting its own case, except that the District shall grant released time without loss of compensation to the grievant(s) and a representative of the Federation at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

#### Section 1413. Confidentiality

All supporting documents, communications, and records dealing with the processing of a ~~complaint~~, grievance, mediation, and arbitration ~~as provided under the provisions of this Article~~ shall be considered confidential and filed separately from the personnel file of the parties involved, and shall not be utilized in any evaluation or in providing any employment reference or recommendation without the written consent of the parties.

#### Section 1514. Prohibited Behavior

(a) All employees of the District are expected and required to conduct themselves in a manner which is appropriate to an academic environment and are not to engage in any prohibited behavior – that is, behavior which is demeaning, offensive, intimidating, or physically threatening to any other employee in the college community.

~~(b)~~(b) A personal complaint against Prohibited Behavior does not constitute a grievance as defined in this Article and such an allegation may not be used as the sole basis for a grievance; however, it may be cited as an aggravating factor to a grievance.

~~(c)~~(c) The District has policies respecting sexual harassment and discriminatory harassment, which policies are the exclusive procedures for allegations of such conduct. Personal complaints pursuant to this Section involve allegations of prohibited behavior which are not of such a nature as to invoke the established procedures of the sexual and/or discriminatory harassment policies.

~~(d)~~(d) If a Faculty Member has a complaint against another Faculty Member or a classified employee of the District that such person has engaged in such prohibited behavior, ~~such the~~ Faculty Member shall discuss the matter with the appropriate Dean within ten (10) working days. The Dean is responsible for promptly investigating the matter and taking appropriate action concerning the matter. If ~~the either~~ Faculty Member is still not satisfied, the Faculty Member may, ~~proceed as set forth in Section 5 of this Article~~ within thirty (30) working days of the proposed resolution, meet with the Federation President and the Vice President of Human Resources, or their designees in an attempt to resolve the complaint.

~~(e)~~(e) If the Faculty Member's complaint pertains to a Dean or other member of management, the Faculty Member may discuss the matter with the appropriate Vice President, and/or may file a complaint in writing with the ~~Director~~ Vice President of Human Resources and the President of the Federation. ~~This complaint will invoke the Mediation process set forth in Section 5 of this Article.~~ within thirty (30) working days



of when the complaint arose. A meeting will be scheduled within thirty (30) working days with the Federation President and the Vice President of Human Resources, or their designees in an attempt to resolve the complaint.

~~(d)~~(f) It is not prohibited behavior for a Dean to admonish, either verbally or in writing, a Faculty Member due to the Faculty Member's performance (or non-performance) of the Faculty Member's duties and to warn the Faculty Member that continuation of the Faculty Member's conduct may result in disciplinary or other adverse action against the Faculty Member, so long as such statements by the Dean are made in a professional manner.

## TENTATIVE AGREEMENT

### ARTICLE 25 AGREEMENT CONDITIONS AND DURATION

#### Section 4. Effective Date and Duration of Agreement and Reopener Provisions

This document shall be for a three-year term, ~~from July 1, 2011 through June 30, 2014~~ commencing upon ratification by both parties of the new three-year agreement, and ~~for a term of three years thereafter~~. The parties shall commence reopener negotiations for each ensuing fiscal year (~~2012-2013 and 2013-2014~~ 2013-14 and 2014-15) by April unless another date is mutually agreed upon. The reopener negotiations for the second and third year shall pertain to Article 10 (Compensation), Article 17 (Health Benefits), and one additional article per side. Both parties shall provide written notice and a proposal to the other party of the nature of the proposals sought to be negotiated. ~~the current collective bargaining agreement~~. This notice shall, in turn, be publicly sunshined on the agenda of the Board of Trustees with the initial proposals publicly sunshined at the ~~April~~ March 2014 and March 2015 meetings of the Board of Trustees, with reopener negotiations commencing by April of each year. ~~In addition, either party retains the right to reopen negotiations during fiscal year 2011-12 in case the District's funding either improves or there is less funding received from Sacramento than was indicated under the Governor's 2011 May revise.~~

#### Section 5. Future Negotiations

~~With respect to the impartial chair's recommendation for limited reopener negotiations for fiscal years 2012-2013 and 2013-2014, the adoption of this document is not intended to, nor does its adoption constitute a waiver of the right of either party to bargain pursuant to the Educational Employment Relations Act with respect to changes or modifications during 2012-2013 and/or 2013-2014.~~

**APPENDIX J**  
**Peer Evaluation Form**

EVALUATEE: \_\_\_\_\_ SEMESTER \_\_\_\_\_  
 EVALUATOR: \_\_\_\_\_ DATE OBSERVED \_\_\_\_\_  
 CLASS/STUDENTS OBSERVED \_\_\_\_\_

	Satisfactory	*Needs Improvement	*Unsatisfactory
1. Shows currency and depth of knowledge of subject. Comments:			
2. Organizes classroom activities effectively. Comments:			
3. Adapts appropriate methods and materials of teaching to meet the needs of students consistent with the maintenance of quality education. Comments:			
4. Answers students' questions appropriately and respectfully. Comments:			
5. Material taught in class is appropriate to the course description. Comments:			
6. Provides information to students concerning course objectives, methods of evaluation, and grading policies. Comments:			
<u>7. Cultivates a courteous, respectful and professional environment among students, colleagues, and staff members.</u> <u>Comments:</u>			
<u>8. Participates collegially in Department/Division activities.</u> <u>Comments:</u>			

**OVERALL RATING:**

Satisfactory     Needs Improvement     Unsatisfactory

TO EVALUATOR: Make 2 copies of this completed report and provide one to Evaluatee and one to Dean. If you desire a conference, check here:

TO EVALUATEE: If you desire a conference to discuss your self-evaluation, your student evaluations, or this evaluation, check here:

TO Dean: If a conference is necessary per the Agreement or if you request a conference, check here:

\* "Needs Improvement" or "Unsatisfactory" ratings may include comments to identify specific problems. (Attach sheet if necessary.)

~~Distribution: Original: Employee    Canary: Division    Pink: Human Resources~~

The Manager shall maintain this form in the Manager's office during the Evaluatee's probationary period.

**APPENDIX J**  
**Dean's/Supervisor's Evaluation Form**

EVALUATEE: \_\_\_\_\_ SEMESTER \_\_\_\_\_  
 EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

	Satisfactory	*Needs Improvement	*Unsatisfactory
1. Participates in college committee work/activities. Comments:			
2. Participates in professional activities. Comments:			
3. Conforms to official course outline of record and provide course syllabi. Comments:			
4. Keeps office hours. Comments:			
5. Adheres to class meeting and final examination schedules. Comments:			
6. Maintains official college records. Comments:			
7. Observes safety standards. Comments:			

**OVERALL RATING:**

Satisfactory

Needs Improvement

Unsatisfactory

TO EVALUATEE: If you wish to have a conference to discuss this evaluation, your self-evaluation, your student evaluations, or your peer evaluation, check here:

TO Dean OR Supervisor: If a conference is necessary per the Agreement or if you request a conference with the evaluatee, check here:

\* "Needs Improvement" or "Unsatisfactory" ratings may include comments to identify specific problems. (Attach sheet if necessary.)

~~Distribution: Original: Employee – Canary: Division – Pink: Human Resources~~

The Manager shall maintain this form in the Manager's office during the Evaluatee's probationary period.

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

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- A. Absence of a Board Member.....Page 94
- B. 2011-2012 Board of Trustees Evaluation.....Page 94

A. Absence of a Board Member

It is recommended that the Board excuse Trustee Combs from the September 4, 2012 Board Meeting with no loss of salary due to illness.

B. 2011-2012 Board of Trustees Evaluation

Each year the Board of Trustees establishes goals and evaluates its performance on the previous year's goals. In its October meeting the Board goals are re-presented for the previous year and a questionnaire is completed for discussion of those goals at the November meeting. At the November and December meetings, the Board establishes its goals for the subsequent year.

- I. Participate in community activities and events and bring observations to the Board for policy issues.
  - a. Attend events in the community.
  - b. Speak to community groups.
  - c. Make Board presentations.
  - d. Bring copies of community events and activities to other Board members.
  - e. Consider a Board meeting at Compton Center.
- II. Participate in the operation of the College at Board Meetings.
  - a. Speak freely and openly on policy issues.
  - b. Solicit opinions of fellow Board members.
  - c. Present ideas during discussion section of Board Meetings.
- III. Continue a Trustee education program.
  - a. Attend a conference on Trustee responsibilities.
  - b. Submit materials from various sources to fellow Trustees.
  - c. Read Trustee education materials sent by various organizations.
- IV. Support the 2010 Facilities Master Plan.
  - a. Monitor and approve Measure E Fiscal updates.
  - b. Continue construction program.
  - c. Review construction program activities.
  - d. Consider a bond extension and conduct a community survey.
- V. Fiscal Responsibilities.
  - a. Monitor 2011-2012 Budget.
  - b. Study, review and approve the 2012-2013 Budget.
  - c. Study, review and approve the 2010-11 annual financial audit.
  - d. Respond to national, state and local fiscal changes.

- VI. Accreditation.
  - a. Receive, review and participate in El Camino College's Accreditation reports and actions.
  - b. Review Student Learning Outcomes update.
  
- VII. Support Student Accessibility.
  - a. Actively support El Camino College Foundation activities.
  - b. Develop community involvement in the Foundation.
  
- VII. Support Redistricting Action Plan.
  - a. Support the Boundary Review Committee.
  - b. Adopt new Trustee Areas.
  - c. Submit new Trustee Areas to Los Angeles County Recorder.
  
- VIII. Required Board Training.
  - a. Ethics, per AB 1234.
  - b. Sexual Harassment.
  
- IX. Improve communication with all constituent groups and District Employees.

**EL CAMINO COLLEGE BOARD OF TRUSTEES      Page 1**  
**SELF-EVALUATION QUESTIONNAIRE 2011-2012**

<b><u>Individual Trustees' appraisal of all members' activities.</u></b>	Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
<b>Priorities and Planning</b>					
1. Most of the issues occupying the Board's time and attention are directly related to the mission and goals of the institution.					
2. All members of the Board have a clear understanding of the vision of the college.					
3. All members of the Board can articulate the vision of the college to the diverse constituencies of the district.					
<b>Board and Chief Executive Officer Relations</b>					
1. The Board and CEO maintain optimum communications.					
2. The roles of the CEO and the Board are clearly defined.					
3. Trustees keep the CEO well informed of contacts with the community.					
4. Trustees keep the CEO well informed of contacts with college employees.					
<b>Board and College Relations</b>					
1. Trustees are knowledgeable about the college's history.					
2. Trustees are well versed concerning the college's strengths and weaknesses.					
3. Trustees are knowledgeable about the mission of the college.					
4. The Board is sensitive to the concerns of students.					
5. The Board is sensitive to the concerns of employees.					
6. The Board supports the college by attending various events.					
<b>Board and Community Relations</b>					
1. Trustees are well informed concerning the needs of the community.					
2. Trustees fairly and assertively represent the communities they serve.					
3. Trustees use their community ties to promote a positive image of the college					
<b>Board Agendas</b>					
1. The Board Agendas always focus on policy issues.					
2. The Board Agendas always allow sufficient time and attention for discussion of legislative and state policy issues.					
7. The Board Agendas are organized logically which facilitates efficient use of time.					



**EL CAMINO COLLEGE BOARD OF TRUSTEES  
SELF-EVALUATION QUESTIONNAIRE 2011-2012**

**Page 2**

**Individual Trustees' appraisal of all members' activities.**

	Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
<b>Board Organization and Dynamics</b>					
1. Definitions of the roles of the Board chair and other officers are clearly understood by the Trustees.					
2. The roles of the Board officers are conscientiously implemented.					
3. All public meetings of the Board are conducted in compliance with the Brown Act.					
<b>Board Decision-Making Processes</b>					
1. Trustees demonstrate respect for the opinions of others at Board meetings.					
2. Board meetings are structured to assure that all relevant information is considered before making a decision.					
3. Board members are provided with adequate information needed to fully understand the issues.					
<b>Trustee Development and Education</b>					
1. Board members (including the Student Trustee) receive a thorough orientation to their roles and responsibilities.					
2. Board members have a thorough understanding of the district's mission and goals.					
3. Board members are well informed and knowledgeable about legislative issues that may impact the college.					
4. Board members are well informed and knowledgeable about state policy issues that may impact the college					
5. Information about important issues is readily shared among Board members.					
<b>Board Goals</b>					
1. The Board prepares an annual set of written goals and objectives.					
2. The annual objectives of the Board are measurable					
3. The Board has a set of clearly defined performance standards.					
4. The Board's goals and objectives are clearly communicated to the college community.					
<b>Board Evaluation</b>					
1. The Board systematically identifies and reports its accomplishments.					
2. The Board provides ample opportunity for college employees and citizens of the community to evaluate its performance.					
3. The Board takes appropriate measures to assure that its self-evaluation is objective, impartial and constructive.					

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**Non Consent Agenda**

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**Page No.**

A	Tax and Revenue Anticipation Note – 2012-13 .....	99
B	Resolution for Tax and Revenue Anticipation Note – 2012-13 Resolution No. ECC 2013-2.....	99

**A. Tax and Revenue Anticipation Note – 2012-13**

It is recommended the Board of Trustees authorize the participation of the District in the issuance of a mid-year Tax and Revenue Anticipation Note for the 2012-13 fiscal year, not to exceed \$25 million. A complete copy can be viewed at:

[http://www.elcamino.edu/administration/board/agendas/2008/TRAN\\_Note\\_2012-13\\_October\\_2012.pdf](http://www.elcamino.edu/administration/board/agendas/2008/TRAN_Note_2012-13_October_2012.pdf)

**B. Resolution For Tax and Revenue Anticipation Note – 2012-13 (Resolution No. ECC 2013-2)**

It is recommended the Board of Trustees adopt the resolution authorizing and approving the mid-year borrowing of funds for fiscal year 2012-13 not to exceed \$25 million; the issuance and sale of a 2012-13 Tax and Revenue Anticipation Note, therefore, and participation in the mid-year Los Angeles County Schools Pooled Tax and Revenue Anticipation Notes Program for the 2012-13 fiscal year. A complete copy can be viewed at:

[http://www.elcamino.edu/administration/board/agendas/2008/TRAN\\_2012-13\\_Resolution\\_No\\_ECC\\_2013-2\\_October\\_2012.pdf](http://www.elcamino.edu/administration/board/agendas/2008/TRAN_2012-13_Resolution_No_ECC_2013-2_October_2012.pdf)

**RESOLUTION NO. ECC 2013-2**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
EL CAMINO COMMUNITY COLLEGE DISTRICT  
REQUESTING THE ISSUANCE OF  
2012-2013 TAX AND REVENUE ANTICIPATION NOTES  
FOR THE DISTRICT BY THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES**

WHEREAS, pursuant to Sections 53850 *et seq.*, of the Government Code of the State of California (the “Code”) contained in Title 5, Division 2, Part 1, Chapter 4, Article 7.6 thereof, on or after the first day of any fiscal year, the El Camino Community College District (the “District”) may borrow money by issuing notes to be designated “El Camino Community College District 2012-2013 Tax and Revenue Anticipation Notes” (the “Notes”) in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District attributable to its fiscal year ending June 30, 2013 (the “Repayment Fiscal Year”) for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures and the discharge of any obligation or indebtedness of the District; and

WHEREAS, Section 53853 of the Code provides that such notes may be issued by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school or community college district on behalf of the school or community college

district upon the authority of a resolution of the governing board of the school or community college district; and

WHEREAS, this Board of Trustees (the “Board of Trustees”), being the governing board of the District, desires the assistance of the Board of Supervisors of the County of Los Angeles (the “County Board”) in connection with the issuance of the Notes; and

WHEREAS, pursuant to the Code, the Notes shall be payable no more than 13 months after the date of issue and the Notes shall be payable only from revenue received or accrued during the fiscal year in which the Notes were issued; and

WHEREAS, pursuant to Section 53856 of the Code, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits, excepting funds of the District otherwise restricted, to the repayment of the Notes, which shall be issued as a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof, shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Code; and

WHEREAS, the Notes to be issued hereunder in Fiscal Year 2012-2013 when added to the interest payable thereon, may not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of principal of the Notes and the interest thereon, as required by Section 53858 of the Code; and

WHEREAS, it may be in the best interests of the District to participate in a Los Angeles County Schools Pooled Financing 2012-2013 Tax and Revenue Anticipation Notes Program (the “Pooled Program”) in order to achieve the highest possible rating, the lowest possible interest rate for the Notes and savings in costs of issuance and to improve the marketability of the Notes, and, accordingly, for the Treasurer and Tax Collector of the County of Los Angeles (the “Treasurer and Tax Collector”) to provide for the execution and delivery of participation certificates (“Participation Certificates”), evidencing proportionate interests in the Notes for sale to the general public on a pooled basis with the tax and revenue anticipation notes of other school districts and/or community college districts located within the County of Los Angeles (the “County”); and

WHEREAS, the Los Angeles County Office of Education has approved the selection of underwriters who will purchase any Notes issued under the Pooled Program (the “Pooled Program Notes”) and the selection of Bond Counsel who will provide the approving opinion on the Notes, and the Board of Trustees desires to have any Pooled Program Notes or, in the alternative, to have its individual Notes purchased by such underwriters upon such terms as may be approved by an Authorized Officer (as defined in Section 7 below) of the District;

NOW, THEREFORE, this Board of Trustees hereby determines and resolves as follows:

Section 1 Findings and Determinations. All of the recitals set forth herein are true and correct and this Board of Trustees so finds and determines.

Section 2. Authorization of Issuance of Notes; Terms of the Notes. This Board of Trustees hereby authorizes the issuance of its Notes in a principal amount not to exceed **\$25,000,000** under Section 53850, *et seq.*, of the Code to be designated “El Camino Community College District, 2012-2013 Tax and Revenue Anticipation Notes,” the principal amount to be set forth in the Purchase Contract (hereinafter defined) and the Notes. The Notes are to be numbered from one consecutively upward in order of issuance, to be in denominations of \$5,000 or any integral multiples thereof, to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than 13 months after their date of issue and to bear interest, payable on the date of maturity (the “Maturity Date”) and, if the Maturity Date for such Notes is more than 12 months from the date of issuance, on a date not more than 12 months after their date issuance and on the Maturity Date, all as determined by the Treasurer and Tax Collector and provided for in the Notes, computed on the basis of a 360-day year consisting of twelve 30-day months, at the interest rate or rates determined at the time of sale thereof but not in excess of the maximum rate permitted by law. The Notes may be issued for purchase by the Pooled Program whereby the District and certain other school districts and community college districts (collectively, with respect to any one series of Participation Certificates, the “Participants”) located within the County will simultaneously issue tax and revenue anticipation notes to secure Participation Certificates evidencing proportionate and undivided interests in the Notes and the tax and revenue anticipation notes of the other Participants as provided in Section 7 below.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the Treasurer and Tax Collector if such Notes are issued for purchase by the Pooled Program. The Treasurer and Tax Collector is hereby requested to act as a trustee, fiscal agent, dissemination agent and/or presentation agent (the “Fiscal Agent”) in connection with the Notes and the Participation Certificates related thereto, and the County may appoint an agent or other third party to perform any or all of such duties.

If the Notes are not issued for purchase by the Pooled Program, the principal of and interest on the Notes shall be payable to the registered owner thereof upon surrender of the Note at the principal office of The Bank of New York Mellon Trust Company, N.A., as certificate agent (the “Certificate Agent”) as provided in the Trust Agreement (the “Trust Agreement”) to be entered into by and between the County and the Certificate Agent.

Section 3. Form of Notes. The Notes shall be issued in fully registered form, and shall be substantially in the form attached hereto as Exhibit A and by this reference incorporated herein or with appropriate modifications to such form as the Treasurer and Tax Collector may determine and approve. There shall be delivered with the Notes a legal opinion of Hawkins Delafield & Wood LLP, or such other counsel as the Los Angeles County Office of Education may appoint, as bond counsel (“Bond

Counsel”) respecting the validity of said Notes and the exclusion from gross income of the interest thereon for federal income tax purposes and the exemption of interest thereon from present State of California personal income taxes.

Section 4. Deposit of Note Proceeds; No Arbitrage. The proceeds of sale of the Notes (net of costs of issuance) shall be deposited in or to the credit of the general fund of the District or otherwise as directed by the Authorized Officer to be withdrawn and expended for any lawful purpose for which the District is authorized to expend moneys, including, but not limited to, current expenses, capital expenditures and the discharge of any obligations or indebtedness of the District. The District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District with respect to the Notes and any other instructions requested by or otherwise provided by Bond Counsel.

Section 5. Payment of Notes.

**(A) Source of Payment.** The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during, or are attributable to, the Repayment Fiscal Year and which are lawfully available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

**(B) Pledged Revenues.** As security for the payment of the principal of and interest on the Notes, the District hereby pledges from the first unrestricted revenues received by the District (such pledged amounts being hereinafter called the “Pledged Revenues”), the amounts as fully described in the Purchase Contract and Notes. The term “unrestricted revenues” shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Code, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District. The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the moneys received by the District from such Pledged Revenues, as provided by law. Any tax and revenue anticipation notes issued subsequent to the Notes (the “Subordinated Notes”) shall be payable from and secured by a lien on unrestricted revenues received or attributable to Fiscal Year 2012-13 on a basis junior and subordinate in all respects to the lien on the unrestricted revenues received or attributable to Fiscal Year 2012-13 of the Notes authorized under Section 2 of this District Resolution. The Subordinated Notes shall not mature prior to the Notes or be subject to redemption prior to the maturity of the Notes. No deposit to any account established for the payment of principal of and interest on the Subordinated Notes shall be permitted prior to the deposit in full of each monthly set-aside requirement in the Repayment Fund for the Notes pursuant to Section 5 hereof.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment of the Repayment Fund (hereinafter defined) and the District agrees to cause to be deposited, and shall request specific amounts from the District's funds on deposit with the Treasurer and Tax Collector for such purpose, directly therein the first unrestricted revenues received by the District in the amounts and on the dates set forth in the Trust Agreement if such Notes are issued for purchase by the Pooled Program or in the Notes if such Notes are issued on a stand-alone basis (each individual month a "Repayment Month" and collectively, the "Repayment Months") and any amount thereafter attributable to the Repayment Fiscal Year, until the amount on deposit in such fund, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date (as specified in the Purchase Contract and Notes) is equal to the principal of and interest due on the Notes at maturity as specified in the Purchase Contract and the Notes; provided, however, that nothing herein shall prohibit or restrict the District from depositing moneys into the Repayment Fund in advance of a Repayment Month.

The District shall and does hereby authorize and instruct that, in the event that there have been insufficient Pledged Revenues received by the District by the third Business Day prior to the last Business Day (as defined in the Trust Agreement) of any Repayment Month (the "Pledge Date") to permit the deposit into the Repayment Fund of the full amount of the Pledged Revenues required to be deposited with respect to such Pledge Date, the Auditor-Controller shall collect the amount of any deficiency for deposit in the Repayment Fund in such amount as may be directed by the Treasurer and Tax Collector from any other unrestricted moneys of the District lawfully available for the payment of the principal of the Notes and the interest thereon on such Pledge Date or thereafter on a daily basis when and as such Pledged Revenues and unrestricted moneys are received by the District or for the account of the District and shall deposit said moneys with the Treasurer and Tax Collector for credit directly to the Repayment Fund.

None of the Pledged Revenues shall be available for the payment of principal of and interest due on any tax and revenue anticipation notes attributable to any Participant other than the District, and the District acknowledges and agrees that by participation in the Pooled Program or by issuing its Notes on a stand-alone basis, it shall not be entitled to any payment of principal of and interest on the Notes from the moneys of any Participant other than the District.

**(C) Intercept Procedure.** In accordance with Section 5(B) hereof and to effect the pledge contained in this resolution (the "District Resolution"), the District shall and does hereby authorize and instruct the Los Angeles County Auditor-Controller (the "Auditor-Controller") to intercept Pledged Revenues as set forth in Notes and the Trust Agreement, and place such amounts on deposit each Repayment Month with the Treasurer and Tax Collector directly in the Repayment Fund held by the Fiscal Agent with a designation to the Certificate Agent of the amounts to be credited for the District. Upon such deposit, such funds will not be available to the District.

**(D) Deposit of Pledged Revenues in Repayment Fund.** The Pledged Revenues shall be held by the County in a separate and special fund designated as the "El Camino Community College District, 2012-2013 Tax and Revenue Anticipation Notes

Repayment Fund” (herein called the “Repayment Fund”) and the County will administer the Pledged Revenues through and including the Maturity Date of the Notes and apply such funds as directed in this District Resolution. Any moneys deposited in the Repayment Fund shall be for the sole benefit of the owners of the Notes and until the Notes and all interest thereon are paid, or until provision has been made for the payment of the principal of the Notes and all interest thereon in accordance with their terms, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created. The Treasurer and Tax Collector is directed to deposit all Pledged Revenues subject to deposit as provided in this Section 5(D) when and as received directly into the Repayment Fund, without further instruction by the District. From the dates of receipt by the Treasurer and Tax Collector of any of the Pledged Revenues subject to such deposit, the District shall have no right, title or interest therein.

**(E) Disbursement and Investment of Moneys in Repayment Fund.** All Pledged Revenues shall be deposited into the Repayment Fund upon receipt. After such date as the amount of Pledged Revenues on deposit in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District or otherwise as directed by the Authorized Officer. On the Maturity Date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, to the greatest extent possible, shall be invested in Permitted Investments (as defined in the Trust Agreement) as directed by the Treasurer and Tax Collector or by the Authorized Officer in consultation with the Los Angeles County Office of Education. The Treasurer and Tax Collector (who is hereby designated as agent of the District for these purposes) is hereby requested to invest and/or to direct the investment of the proceeds of the Notes and the Participation Certificates and any other funds held under the Trust Agreement in accordance with the Trust Agreement and County policy governing the investment of such funds.

**(F) Defaults in the Repayment of the Notes.** If the Notes are not paid when due or are paid in whole or in part by a draw under or claim upon a form of credit support for the Notes or a series of Participation Certificates (“Credit Enhancement”) which draw or claim is not fully reimbursed on such date, they shall become Defaulted Notes (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which Credit Enhancement applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest at the default rate specified in the Trust Agreement (the “Default Rate”). If the Notes are not secured by Credit Enhancement in whole or in part and are not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Enhancement applies which is unpaid), including the respective series of Participation Certificates, shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the



obligation of the District with respect to such Defaulted Notes or unpaid Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year as provided in Section 5(B) above.

Section 6. Execution of Notes. The District hereby requests the Treasurer and Tax Collector, or his designated deputy, and the appropriate officers of the County Board to execute the Notes by their manual or facsimile signatures and to affix a facsimile of the seal of the County thereon. Said officers shall be authorized to cause the blank spaces thereof to be filled in prior to initial delivery as may be appropriate. The District's approval of the information set forth therein shall be conclusively evidenced by the execution of the District's Note by the Treasurer and Tax Collector.

Section 7. Approval of Sale of Notes. This Board of Trustees hereby delegates to the President or Chairperson, as applicable, of the Board of Trustees, to the Superintendent, Assistant Superintendent for Fiscal Services, Business Manager or Chief Business Officer of the District, as the case may be, or such other authorized person (each, an "Authorized Officer"), the right, on behalf of the District, to elect to have the District participate in the Pooled Program or to have the Notes issued on a stand-alone basis. Such election shall be conclusively evidenced by the execution of the District's Note by the Treasurer and Tax Collector. In case any officer whose signature shall appear on any Notes shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Treasurer and Tax Collector shall, within the limitations set forth below, be authorized and directed, on behalf of the District, to enter into a contract of purchase (the "Purchase Contract") with the Underwriters (hereinafter defined) for the purchase of the Notes and the respective series of Participation Certificates. In connection with the Pooled Program, the Los Angeles County Office of Education, with the concurrence of this District, has appointed RBC Capital Markets, LLC, as representative of itself and any co-underwriter the Los Angeles County Office of Education may appoint as underwriters (collectively, the "Underwriters")

The tax and revenue anticipation notes of the Pooled Program shall be deposited into a trust to be established under and pursuant to the Trust Agreement, creating a trust estate, which shall contain the Notes and the tax and revenue anticipation notes of the other Participants in such series, if any. The Notes, if such Notes are issued on a stand-alone basis, shall be deposited into a trust to be established under and pursuant to the Trust Agreement, creating a trust estate, which shall contain the Notes. It is hereby recognized, acknowledged and agreed that the Certificate Agent appointed pursuant to the Trust Agreement may execute and deliver a Series of Participation Certificates on behalf of the District and the other Participants of such Series, each representing the proportional, undivided ownership interest of the registered owner thereof in the Notes of the Pooled Program related to such Series of Participation Certificates.

The District agrees to recognize each registered owner of the related Series of Participation Certificates as the beneficial owner of its Notes to the extent of such registered owner's proportional, undivided interest in the Notes. The Authorized Officer is hereby authorized to execute and deliver any documents and to take such other action as may be necessary or proper to carry out the interest of the provisions hereof. The participation by the District in the Pooled Program and the execution and delivery of a Series of Participation Certificates under the Trust Agreement shall not cause the District to be liable for payments of principal of or interest on the tax and revenue anticipation notes attributable to any other Participant.

Section 8. Authorization and Approval of Preliminary Official Statement and Official Statement. The Underwriters are hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes and the Pooled Program. Each Authorized Officer is hereby authorized and directed to provide to the Underwriters such information relating to the District as the Underwriters shall reasonably request in connection with the preparation of and for inclusion in the Preliminary Official Statement and the Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities and Exchange Commission (the "SEC") promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed "final" within the meaning of the Rule; provided that no representation is made by the District as to the information contained in the Preliminary Official Statement relating to the other Participants or any municipal bond insurer.

If, at any time prior to the execution of the Purchase Contract by the County, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. If, at any time subsequent to the execution of the Purchase Contract by the County and prior to the "end of the underwriting period" (as defined in the Rule), any event occurs as a result of which the information contained in the Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and distribution of a supplement or amendment to the Preliminary Official Statement or Official Statement, the District shall prepare and furnish to the Underwriters, at the expense of the District, such number of copies of the supplement or amendment to the Preliminary Official Statement or Official Statement, as applicable, in form and substance mutually agreed upon by the District and the Underwriters, as the Underwriters may reasonably request.

Section 9. Representations and Warranties.

(A) The District is a validly existing school district or community college district under the Constitution and laws of the State, with the right and power to execute, deliver and perform its obligations under this District Resolution.

**(B)** The performance of the District's obligations under this District Resolution and compliance with the provisions hereof by the District do not and will not conflict with or constitute on the part of the District a breach of, or a default under, the Constitution of the State, any existing law, charter, ordinance, regulation, decree, order or resolution, or any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.

**(C)** No action, suit, proceeding or investigation is pending or threatened against the District in any court or before any governmental authority seeking to restrain or enjoin the execution or delivery of or in any way contesting or affecting the validity of this District Resolution or the receipt or application of the Pledged Revenues pledged to pay the Notes or contesting the powers of the District to participate in the financing represented by the Participation Certificates.

**(D)** The maximum aggregate principal amount of the Notes, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from the State and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon as required by Section 53858 of the Act.

**(E)** The District, for the purpose of evidencing compliance with the provisions of Section 42133 of the California Education Code, has not filed its Fiscal Year 2011-12 interim financial reports with a qualified or negative certification pursuant to Education Code Section 42131(a)(1) and the Superintendent of Schools has not classified the District's interim financial reports for such fiscal year to be qualified or negative pursuant to Education Code Section 42131(a)(2); provided, however, that if the District has a qualified or negative certification with respect to its interim financial reports for such fiscal year, the District shall provide to Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Note is probable pursuant to Section 42133 of the Education Code.

**(F)** The District has funded and will continue to fund its Reserve for Economic Uncertainties for Fiscal Year 2012-13 in at least the minimum amount recommended by the State Superintendent of Public Instruction and Los Angeles County Office of Education.

#### Section 10. Continuing Disclosure.

**(A)** As required by the Rule, the District covenants with the beneficial owners of the Notes and the related Series of Participation Certificates that it will, and hereby authorizes its appropriate officers and employees to provide or cause to be provided, in a timely manner not in excess of ten (10) Business Days after the occurrence of such Listed Event (hereinafter defined), for the benefit of the beneficial owners of the

Notes and the related Series of Participation Certificates, notice of any of the following Listed Events to the MSRB through its EMMA System with respect to its Notes:

- 1) principal and interest payment delinquencies.
- 2) non-payment related defaults, if material.
- 3) modifications to rights of holders, if material.
- 4) Bond calls, if material and tender offers.
- 5) defeasances.
- 6) rating changes with respect to the related Series of Participation Certificates.
- 7) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (Internal Revenue Service Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Notes and the related Series of Participation Certificates, or other material events affecting the tax status of the Notes and the related Series of Participation Certificates.
- 8) unscheduled draws on the debt service reserves reflecting financial difficulties.
- 9) unscheduled draws on the credit enhancements reflecting financial difficulties.
- 10) release, substitution or sale of property securing repayment of the Notes and the related Series of Participation Certificates, if material.
- 11) bankruptcy, insolvency, receivership or similar event of the District (such event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);
- 12) substitution of credit or liquidity providers, or their failure to perform with respect to its Note and the related Series of Participation Certificates;
- 13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake

such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- 14) appointment of a successor or additional Certificate Agent or the change of name of a Certificate Agent, if material.

Unless otherwise required by the MSRB or the SEC, all notices, documents and information provided to the MSRB shall be provided to the EMMA System (hereinafter defined), the current internet address of which is <http://emma.msrb.org>. All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Notwithstanding any other provision herein, failure of the District to perform in accordance with this Section 10(A) shall not constitute a default under this District Resolution and may be enforced only as provided in this Section 10.

**(B)** Each Listed Event Notice shall be so captioned and shall prominently state the title, date and CUSIP numbers of the affected Participation Certificates and the Participant or Participants for which such Listed Event is applicable.

**(C)** Except as otherwise described in the Official Statement, the District represents that in the last five years, it has not failed to comply in any material respect with any previous undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

**(D) (1)** This Section 10 may be amended by the District without the consent of the holders of the Notes and the related Series of Participation Certificates (except to the extent required under clause (d)(ii) below), if all of the following conditions are satisfied: (a) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the District or the type of business conducted thereby; (b) this Section 10 as so amended would have complied with the requirements of the Rule as of the date of this District Resolution, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (c) the District shall have delivered to the County and the Certificate Agent an opinion of Bond Counsel, addressed to the District, the County and the Certificate Agent, to the same effect as set forth in clause (b) above; (d) either (i) the District shall have delivered to the County and the Certificate Agent an opinion of Bond Counsel or a determination by an entity, in each case unaffiliated with the District (such as Bond Counsel, the County or the Certificate Agent), addressed to the District, the County and the Certificate Agent, to the effect that the amendment does not materially impair the interests of the holders of the Notes and the related Series of Participation Certificates or (ii) the holders of the Notes and the related Series of Participation Certificates consent to the amendment to this Section 10 pursuant to the same procedures as are otherwise required for amendments to this District

Resolution with consent of holders of the Notes and the related Series of Participation Certificates pursuant to this District Resolution as in effect at the time of the amendment, and (e) the District shall have delivered copies of such opinion(s) and amendment to the EMMA System.

(2) This Section 10 may be amended and any provision of this Section 10 may be waived, by written agreement of the parties, without the consent of the holders of the Notes and the related Series of Participation Certificates, if all of the following conditions are satisfied: (a) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this District Resolution which is applicable to Section 10 of this District Resolution, (b) the District shall have delivered to the County and the Certificate Agent an opinion of Bond Counsel, addressed to the District, the County and the Certificate Agent, to the effect that performance by the District, the County and the Certificate Agent under this Section as so amended will not result in a violation of the Rule and (c) the District shall have delivered copies of such opinion and amendment to the EMMA System.

(3) This Section 10 may be amended, without the consent of the holders of the Notes and the related Series of Participation Certificates, if each of the following conditions are satisfied: (a) the District shall have delivered to the Certificate Agent an opinion of Bond Counsel, addressed to the District and the Certificate Agent, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or no-action positions of staff of the SEC, and (b) the Certificate Agent shall have delivered copies of such opinion and amendment to the EMMA System.

(E) (1) The provisions of this Section 10 shall inure solely to the benefit of the holders from time to time of the Notes and the related Series of Participation Certificates, except that beneficial owners of the Notes and the related Series of Participation Certificates shall be third-party beneficiaries of this Section 10.

(2) Except as provided in this Section 10(E)(2), the provisions of this Section 10 shall create no rights in any person or entity. The obligations of the District to comply with the provisions of this Section 10 shall be enforceable in the case of enforcement of obligations to provide notices, by any Registered Owner of outstanding Participation Certificates, or by the Fiscal Agent and Certificate Agent on behalf of the Registered Owners of outstanding Participation Certificates; provided, however, that the Fiscal Agent and Certificate Agent shall not be required to take any enforcement action except at the direction of the Registered Owners of not less than a majority in aggregate principal amount of the related Series of Participation Certificates at the time outstanding who shall have provided the Certificate Agent with adequate security and indemnity. The Registered Owners', Fiscal Agent's and Certificate Agent's rights to enforce the provisions of this Section 10 shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the District's obligations under this Section. In consideration of the third-party beneficiary status of beneficial owners of Participation Certificates pursuant to Section 10(E)(1) of this Section, beneficial owners shall be deemed to be Registered Owners of Participation Certificates for purposes of this Section 10(E).

(F) For the purposes of this District Resolution, unless the context otherwise requires, the terms defined in this Section 10(F) shall, for all purposes of this District Resolution, have the meanings specified herein:

“*Bond Counsel*” means an attorney or firm of attorneys of nationally recognized standing in matters pertaining to the validity of, and tax-exempt nature of interest on, obligations issued by states and their political subdivisions.

“*Business Day*” means any day of the year other than Saturday or Sunday or any day on which banks in New York, New York or Los Angeles, California are not authorized or obligated by law or executive order to close and on which the New York Stock Exchange is not closed.

“*EMMA System*” means the MSRB’s Electronic Municipal Market Access system or any other repository so designated by the MSRB or the SEC.

“*Listed Event*” means any of the events with respect to the Notes, set forth in Section 10(A) above.

“*Listed Event Notice*” means a notice of a Listed Event.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated herein.

“*Register*” means the book or book of registration kept by the Registrar in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

“*Registered Owner*” means the Person in whose name a Participation Certificate is registered on the Register.

“*Registrar*” means the Certificate Agent, or a substitute Registrar.

“*SEC*” means the Securities and Exchange Commission of the United States of America.

Section 11. Delivery of Notes. The proper officers of the County Board are hereby requested to deliver the Notes to the Treasurer and Tax Collector upon payment therefor in accordance herewith and in accordance with the terms of the Purchase Contract executed in connection with the Notes or the Participation Certificates, as appropriate, and the Trust Agreement. All actions heretofore taken by the officers and agents of the District and the County Board with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the District and the County Board are hereby authorized and directed to do any and all things and take any and all actions including but not limited to those described herein, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of

the Notes in accordance with this District Resolution and any resolutions hereafter adopted by this Board of Trustees.

Section 12. Non-Negotiability of Notes. In the event that the Authorized Officer shall elect to issue the District's Notes within the Pooled Program, such Notes shall be deposited with the Certificate Agent and maintained in trust until their scheduled maturity and payment in full. The Notes shall not be transferable or assignable by the Certificate Agent. Notwithstanding the foregoing, in the event that the Notes should be lost, stolen, destroyed or mutilated prior to their stated maturity, the District shall cause to be issued a new Note or Notes of the same tenor, term and maturity as the original to replace the same upon such reasonable terms and conditions, including the payment of costs and the posting of a surety bond, as may from time to time be determined and prescribed by the Authorized Officer in consultation with the Los Angeles County Office of Education.

Section 13. Authorization for Credit Enhancement. This Board of Trustees acknowledges and agrees that the District shall be obligated to pay the District's *pro rata* share of the cost or the cost, respectively, of any Credit Enhancement required for the Pooled Program or the District in the event the District issues its Notes on a stand-alone basis, respectively, and this Board of Trustees specifically finds and determines that the acquisition of such Credit Enhancement will benefit the District by reducing the interest cost associated with the Notes. The Authorized Officer is hereby authorized and directed to execute such reimbursement or other financing agreement as may be necessary in order to obtain said Credit Enhancement for the District's participation in the Pooled Program or for the District if the Notes are issued on a stand-alone basis, and the District agrees to perform its obligations pursuant to such reimbursement or other financing agreement.

Section 14. Authorization to Attest. Any Authorized Officer or the Clerk of the Board of Trustees, or designee thereof, is hereby authorized and directed to attest to the signature of any other Authorized Officer, whenever required or advisable for the transactions contemplated by this District Resolution. Each Authorized Officer is authorized and directed to execute and attest such further documents, instruments and certificates as may be deemed necessary or advisable by Bond Counsel in order to accomplish the purposes of this District Resolution.

Section 15. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the taxes and other revenues pledged under this District Resolution in accordance with the law and for carrying out the provisions of this District Resolution. The Authorized Officers, and other officers and staff of the District are hereby directed to take such further action as may be necessary to carry out the intent and purpose of this District Resolution and to execute and deliver any and all



agreements, certificates and other documents that they or Bond Counsel may deem necessary or advisable to effectuate the purposes of this District Resolution without further approval of this Board of Trustees.

Section 16. Costs and Expenses. The District covenants and agrees to pay its *pro rata* share of the costs and expenses incurred in connection with the execution and delivery of the Notes, the Participation Certificates and the administration of the Pooled Program, in the event that its Authorized Officer should elect to issue the Notes.

Section 17. Indemnification of Certificate Agent. The District shall indemnify, to the extent permitted by law, the Certificate Agent and its officers, directors, agents and employees for losses, costs, expenses (including, without limitation, legal fees and expenses), suits, damages, judgments and liabilities incurred by the Certificate Agent under this District Resolution and the Trust Agreement not resulting from the Certificate Agent's own gross negligence or willful misconduct.

Section 18. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 5 hereof and the County is not liable for payment on the Notes or any other obligation of the District hereunder.

Section 19. Effective Date. This Resolution shall become effective upon its adoption by the Board of Trustees.

PASSED AND ADOPTED by the Board of Trustees of the El Camino Community College District on this \_\_\_\_\_, 2012, by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

ABSENT: \_\_\_\_

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President of the Board of Trustees of the  
El Camino Community College District

ATTEST:

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Secretary of the Board of Trustees of the  
El Camino Community College District

**EXHIBIT A**

**FORM OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTE**

EL CAMINO COMMUNITY COLLEGE DISTRICT  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA  
2012-2013 TAX AND REVENUE ANTICIPATION NOTE

No. R-1

Maturity Date: \_\_\_\_\_, 20\_\_

Principal Amount: \$ \_\_\_\_\_

Interest Rate: \_\_\_\_%

FOR VALUE RECEIVED, the EL CAMINO COMMUNITY COLLEGE DISTRICT (the "District"), County of Los Angeles, State of California, acknowledges itself indebted to and promises to pay to the [TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES][Registered Owner] the Principal Amount stated above in lawful money of the United States of America, on the Maturity Date stated above, together with interest thereon at the Interest Rate stated above, calculated on the basis of a 360-day year of twelve 30-day months, in like lawful money of the United States of America from the date hereof until maturity. The principal of and interest due at maturity on this Note shall be payable only upon surrender of this Note as the Note shall fall due.

It is hereby certified, recited and declared that this Note is made, executed and given pursuant to and by authority of a resolution duly passed and adopted by the Board of Trustees of the District, and of a resolution duly passed and adopted by the Board of Supervisors of the County of Los Angeles, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or laws of the State of California.

The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during, or are attributable to, Fiscal Year 2012-2013 and which are lawfully available therefor. The District has pledged certain unrestricted revenues the ("Pledged Revenues") to the payment of principal of the Notes and interest thereon on the dates and in the amounts set forth in the Trust Agreement, dated as of \_\_\_\_\_ 1, 2012 by and between the County of Los Angeles and The Bank of New York Mellon Trust Company, N.A., as Certificate Agent, as security for the Notes. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

In the event of the nonpayment of this Note on the Maturity Date hereof, the balance due shall accrue interest at a default rate of one and one-half percent (1.5%) per annum above the next Business Day, 1-Year Treasury Constant Maturities yield in Federal Reserve Statistical Release H-15 (or successor publication) and the first Business Day of each month thereafter until paid in full. Such interest to be calculated based on a 360-day year of twelve 30-day months.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Note to be executed by its Chair and by the Treasurer and Tax Collector of the County of Los Angeles and countersigned by the Executive Officer-Clerk of the Board of Supervisors, or their duly designated deputies, which signatures may be facsimile signatures (provided that one of such signatures must be manually affixed) and has caused a facsimile of its official seal to be printed hereon this \_\_\_\_ day of \_\_\_\_\_ 2012.

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Treasurer and Tax Collector

Countersigned:

By: \_\_\_\_\_  
Executive Officer-Clerk of  
the Board of Supervisors

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto The Bank of New York Mellon Trust Company, N.A., acting as Certificate Agent, the within Note and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as the undersigned's attorney to transfer such Note on the registration books of the Certificate Agent, with full power of substitution in the premises.

TREASURER AND TAX COLLECTOR OF THE  
COUNTY OF LOS ANGELES

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Social Security Number,  
Taxpayer Identification Number  
or other Identifying Number of Assignee:

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Agenda for the El Camino Community College District Board of Trustees  
Public Agenda Request

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- A. Sample Community College League of California Resolution  
Regarding Proposition 30.....Page 119

A. Sample Community College League of California Resolution Regarding Proposition 30

Per the request of Trustee Gen, the Community College League of California's recommended resolution regarding Proposition 30 is presented to the Board for consideration.

**Resolution in Support of Community College System Budget Priorities  
and the Governor's November Ballot Initiative**

WHEREAS, community colleges have taken extensive cuts to funding over recent years, while trying to educate the largest high school graduating classes in California history and need funding to provide the programs and services necessary to increase the number of successful degree and certificate holders;

WHEREAS, community colleges have been forced to turn away as many as 130,000 potential students in a single year due to the need to reduce course sections, generally from 5 – to 15 percent annually per district;

WHEREAS, community colleges have carried an estimated 252,000 students over the last five years (2007-08 to 2011-12) for whom they have not received any apportionment, categorical, or student support funding;

WHEREAS, community colleges are operating with \$996 million (23%) less in total programmatic support in 2011-12 than in 2007-08, including cuts to both apportionment and categorical funding;

WHEREAS, community colleges have operated on per-student funding which has been reduced from \$5,659 in 2007-08 to \$5,115 in 2011-12, a loss of 9.6% over this five-year period, while the unfunded cost-of-living (2008-09 to 2011-12) has increased by a compounded 20.5%;

WHEREAS, the changes to the Cal Grant B and Cal Grant Community College Transfer Entitlement programs which would require a higher grade point average under the governor's proposal, would eliminate an estimated 30% of Cal grant entitlement recipients; and the governor's proposed caps on grants for those transferring to independent, nonprofit institutions would primarily affect community college students who are disproportionately African-Americans and Latinos, with an average parental income of \$19,184, and who receive the grants to buy books and assist with necessary living expenses;

WHEREAS, the Legislature has increased fees from \$600 annually in 2008-09 to \$1,380 for the 2012 -13 school year, while the majority of community college students have incomes so low that they are eligible for the Board of Governors' (BOG) Fee Waiver;

WHEREAS, the California community colleges are essential for providing higher education opportunity for over two million Californians annually;

WHEREAS, the California community colleges are essential for providing students with the skills to be economically successful in the California economy,

WHEREAS, without the “Temporary Taxes to Fund Education” Initiative, community colleges and other segments of education in California are likely to have funding curtailed for years;

THEREFORE, the Board of Trustees of the El Camino Community College District supports the passage of the Governor’s initiative, which has the official title, “Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding,” is proposed to be placed on the November 2012 ballot, and will limit the cuts which would otherwise be made to community college and K-12, while providing budget stability from the temporary increases in sales and personal income taxes for four years.

For analysis of Proposition 30 and 38, and the arguments for and against, click here:

Proposition 30

[vig.cdn.sos.ca.gov/2012/general/pdf/30-title-summ-analysis.pdf](http://vig.cdn.sos.ca.gov/2012/general/pdf/30-title-summ-analysis.pdf)

[vig.cdn.sos.ca.gov/2012/general/pdf/30-arg-rebuttals.pdf](http://vig.cdn.sos.ca.gov/2012/general/pdf/30-arg-rebuttals.pdf)

Proposition 38

[vig.cdn.sos.ca.gov/2012/general/pdf/38-title-summ-analysis.pdf](http://vig.cdn.sos.ca.gov/2012/general/pdf/38-title-summ-analysis.pdf)

[vig.cdn.sos.ca.gov/2012/general/pdf/38-arg-rebuttals.pdf](http://vig.cdn.sos.ca.gov/2012/general/pdf/38-arg-rebuttals.pdf)