

Additional Information
April 23, 2019 Board Meeting

The following additional information was provided regarding the April 23 Board meeting agenda:

Item 3.a, Resolution Authorizing the Issuance of Bonds, Series B: Attached is the Exhibit A portion of the resolution (pages 3.a.28-3.a.32) which were inadvertently excluded. Exhibit A allows the President and the Secretary of the Board to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity, or omission therein.

1. Are the terms of these bonds 30 years? **No, we don't expect to sell any 30 year bonds. We have structured this series for bonds to mature at various points throughout the 25 years. About one-third of the bonds are expected to be repaid within three (3) years.**
2. How are we defining "useful life" of capital expenditures? **For our bond program we will attempt to use bond funds for projects that will last at least the life of the bond repayments. Our major projects fall into this category. There are exceptions for projects that are done to help with the bond program, for example swing space. We'll use bond dollars for these projects as well, even though we might not use this space for a long period. Another example is equipment purchases for a new or remodeled facility to get the project functioning. This equipment may only have a five (5) year life expectancy. We have structured the bonds so that we have short term bonds maturing so that the capital equipment life cycle is not shorter than the bond repayments.**
3. What is not covered in this definition? **The definition is pretty broad and we go back to the allowable expenditures in the ballot measure. It excludes administrative salaries and expenditures not related to approved bond projects. The way we structured the bond sale was to have both long-term and short-term bonds.**

Item 3.b, Consulting Agreement with Cambridge West for Fullerton College Music Drama Complex FPP:

1. What are the elements that go into an FPP? **A Final Project Proposal (FPP) requires multiple meetings with the District, campus facilities and administrative staff, as well as user/constituency groups to research and determine the room type and dimensional needs for the new buildings, while staying in compliance with the District's capacity loads. Other tasks for an FPP include a cost analysis based on the State Chancellor's Office guidelines for planning, site development and construction phases, and reviewing the level of District financing support based on the capacity (classroom) loads and including the point system of the State Chancellor's Office. FPP submittal requirements include the State Administrative Manual (SAM) narrative, describing educational impacts, delivery timeline, campus cohesiveness, security, cost analysis comparing alternatives, and verification of compliance with CEQA and Title 24, Part 6, the Board of Governor's Energy Incentive Program for new construction.**

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Item 3.e, Fullerton College Donations:

1. What background can you provide about the "Doing Good Works" donor for Foster Youth Success Initiative Program? **Doing Good Works believes all young people deserve an equal chance to succeed and access to the tools to empower them. In 2014, coming from a corporate background, the two founders envisioned a business model where their areas of professional expertise could fuel their mission to help the overlooked foster youth population, and as a result Doing Good Works was launched. The mission of Doing Good Works has been to foster the purpose of business to improve lives and connect communities. Today, they operate a full-service print, promotional merchandise, and packaging company in Orange County and have been able to impact the lives of over 1,500 young adults to date. Ten percent of the profits go to fund at-risk empowerment and scholar programs for foster youth pursuing higher education. Employees are encouraged to use 20% of their hours towards volunteer work. Thirty percent of new hires come from the foster community. More information can be found at <https://doinggoodworks.com/>**

Item 3.g, Award RFP for Educational and Facilities Master Planning Services: This item will be pulled from block vote to allow for a presentation by the Brailsford & Dunlavey.

1. How much were the consultants' contract costs for the current Educational Master Plan and Facilities Master Plan? **The current EFMP was done in two phases: Phase one (1) was done by HMC Architects to develop and prepare an Educational and Facilities Master Plan for the District that started in August 2009 at a cost of \$564,000. Phase two (2) was in 2015-16, when the District hired Cambridge West Partners to do a mid-term review of the educational master plan at a cost not to exceed \$150,000. The total cost was around \$714,000.**

Item 3.h, Master Agreement with Strata Information Group:

1. Is this a contract that has been in place since 2000 without any competitive rebidding? **Yes, this is a firm that we have used to help implement the Banner system and to help make modifications to fit the District's requirements. The contract in place is based on hourly rates and can be used by the various Banner teams, when needed. This firm specializes in IT systems and making the software functional for districts. The District also uses Banner by Ellucian for this type of service but staff has found that SIG is more responsive and less expensive.**
2. If there has been competitive rebidding, in which year(s) did that occur? **No, the master agreement with Strata Information Group (SIG) is a professional service agreement and does not require competitive bidding.**

Item 4.b, Fullerton College Dual Enrollment Agreement with Whittier UHSD:

1. Is Rio Hondo College doing any dual enrollment or is Bio Tech an area they unable to provide support for? **Rio Hondo College is offering dual enrollment with Whittier Union UHSD. However, they are not able to provide the Bio Tech program and they gave Fullerton College permission to offer this opportunity to the students.**

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Item 4.c, Vision for Success Local Goal Setting:

1. Since the goals are wonderfully ambitious and this is a five year endeavor, are we doing mid-year tracking to keep us "on track"? **Data are derived from the CCCCO Student Success Metrics Dashboard. We will be tracking all data elements over time as the dashboard gets updated. The dashboard will be updated next in May 2019, so we will be tracking the updated metrics at that point which will be related to transfer, apprenticeship, and employment data for 2017-18. We will continue to track progress towards metrics as the dashboards get updated over time.**
2. Cypress College: Does the Vision for Success track data on LGBTQ students? **Yes, the vision for success tracks data on LGBTQ students through the CCCCO Student Success Metrics Dashboard. This is per EDC 78220 related to tracking equity data.**
3. Cypress College: In regards to Goal 3, does it negatively impact students who are taking courses for fun? **Goal 3 specifically refers to improving outcomes for associate degree and ADT earners related to the number of units earned at the completion of their award. Thus, if students are just taking courses without earning an award, they would not be counted within this metric and would not be included in the calculation.**
4. Cypress College: Regarding goals for transfer, how does this relate to UC and CSU's capacity for admitting additional students? What about transfer to private colleges? **The system wide goal refers to increase by 35% the number of CCC students transferring annually to a UC or CSU (choice 2B). Cypress College chose to instead focus on (choice 2A) increasing all students who earned an associate degree for transfer (ADT). This goal was chosen so that the college would have more local control over the outcomes as opposed to having the external factor of UC and CSU capacity to admit students. Transfer to private colleges is not captured within this goal per the system wide vision for success goals.**
5. Cypress College: What is the data for LGBT students as a "disproportionate" category? **LGBT students were disproportionately impacted with regard to both Goal 1A: Increase All Students Who Earned an Associate Degree (including ADTs) and Goal 2A: Increase All Students Who Earned an Associate Degree for Transfer. Data are derived from the CCCCO Student Success dashboard alongside the disproportionate impact data file in CCCCO Data on Demand.**

Goals were derived using the Vision for Success system-wide goals as a starting point to the replicate overall increases with Cypress College data and then using the bottom up methodology advocated by USC's Center for Urban Education to derive goals and ensure that groups did not have equity gaps based on the proportion eligible to achieve each outcome and applying that to the overall goal.

- **It was first decided that we would increase goal 1A 20% from the baseline and goal 2A by 35%, thus the overall numbers were derived based on the system wide VFS goals.**
- **Goals for disproportionately impacted sub-groups including LGBT students were derived by applying the proportion of students eligible to achieve each outcome to**

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the overall goal to determine goals for each outcome that would not have equity gaps.

Goal 1A	LGBT	Not LGBT	Total
All Students in 2016-17	1,910	61,498	63,408
<u>% of all students</u>	<u>3.0%</u>	<u>97.0%</u>	<u>100.0%</u>
Received AA/S or ADT	18	1,040	<u>1,058</u>
<u>% Received AA/S or ADT</u>	<u>1.7%</u>	<u>98.3%</u>	<u>100.0%</u>
<u>Equity Goal</u>	<u>38</u>	<u>1232</u>	<u>1,270</u>

Goal 2A	LGBT	Not LGBT	Total
All Students in 2016-17	955	30,749	31,704
<u>% of all students</u>	<u>3.0%</u>	<u>97.0%</u>	<u>100.0%</u>
Received ADT	10	462	<u>472</u>
<u>% Received ADT</u>	<u>2.1%</u>	<u>97.9%</u>	<u>100.0%</u>
<u>Equity Goal</u>	<u>19</u>	<u>619</u>	<u>638</u>

6. Cypress College: How do undocumented students figure into these goals? **We are not required to track outcomes for undocumented students related to the vision for success. That data is not included in the NOVA dashboard or the disaggregated data from the CCCCO. Thus, we are unable to set specific goals for this student group due to a lack of availability of the data. This is a system-wide issue.**

7. Cypress College: When we mention students from "some other race" does this include mixed ethnic/racial students? **Students from "some other race" refers to students who did not identify as American Indian or Alaska Native, Asian, Black or African American, Filipino, Hispanic or Latino, More than one race, Native Hawaiian or other Pacific Islander, or White. Thus, this would not include mixed ethnic/racial students; however, it would include students of unknown or unreported race/ethnicity.**

8. Fullerton College: How is "living wage" defined? **According to the State Chancellor's Office (CCCO), living wage is defined as follows: Among all students who exited the community college system and who did not transfer to any postsecondary institution, the proportion who attained the district county living wage for a single adult measured immediately following the academic year of exit. Living wages are based on the county where the college district is located.**

9. Fullerton College: On the Student Equity Plan there is no mention of African American/Black males, while there is mention of African American/Black females. Reason? **The information provided included portions of our campus Student Equity Plan that align with the Vision for Success Goals. The Fullerton College Student Equity Plan has activities that address areas where African American male students have been identified as being disproportionately impacted.**

10. NOCE: Thanks for responding to the Vision for Success even though it was not required for non-credit. **Thank you.**

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11. NOCE: On the top five implications, how are "student deeds" defined? **This was a typo. The correct implication is "student needs." NOCE has been engaged in learning about the needs of its students in a variety of ways: via Student Leadership group, targeted and school-wide student surveys, and student focus groups.**

EXHIBIT "A"
FORM OF BONDS

**REGISTERED
NO.**

**REGISTERED
\$**

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
(ORANGE AND LOS ANGELES COUNTIES, CALIFORNIA)
ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES B**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, _____	<u>DATED AS OF:</u> _____, 2019	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The North Orange County Community College District (the "District") in Orange and Los Angeles Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Date"), commencing on August 1, 2019. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2019, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent, and to the bank and account number on file with the Paying Agent, as of the close of business on the 15th day of the month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith

Resolution No. 18/19-18

3.a.28

Item No.

under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 4, 2014 (the "Election"), upon the question of issuing bonds in the amount of \$574,000,000 and the resolution of the Board of Trustees of the District adopted on April 23, 2019 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252.

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

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

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

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective maturity dates at the option of the District, from any source of available funds, in whole or in part, on August 1, 20__ or on any date thereafter, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

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

Redemption Dates

Principal Amounts

TOTAL

In the event that a portion of the 20__ Term Bonds shown above is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such 20__ Term Bonds optionally redeemed.

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

**NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT**

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

COUNTERSIGNED:

(Facsimile Signature)
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2019.

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

Authorized Officer

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed:

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

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

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

LEGAL OPINION

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

(Facsimile Signature)

Secretary to the Board of Trustees