



CERRITOS COLLEGE
BOARD BOOK

JANUARY 17, 2018



CERRITOS COMMUNITY COLLEGE DISTRICT
AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

CHERYL A. EPPLE BOARD ROOM

Wednesday, January 17, 2018 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Dr. Shin Liu, Member
Trustee Area 1

Dr. Shin Liu, Board Vice President
Trustee Area 2

Marisa Perez, Member
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

James Cody Birkey, Member
Trustee Area 3

Raul Avalos
Student Trustee

Dr. Jose Fierro
President/Superintendent

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

Foreign language translation, sign language interpretation, materials in alternative formats and other accommodations are available to the public upon request. All requests for reasonable accommodations to participate in a Board meeting must be made at least three working days (72 hours) in advance of the scheduled meeting date. For assistance, please contact:

President's Office - 11110 Alondra Boulevard - Norwalk, California 90650

(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX

Copies of the agenda materials are available in the President's Office and are available online at

www.cerritos.edu/board

1. **Invocation**
2. **Pledge of Allegiance: Dr. Sandra Salazar**
3. **Roll Call**

AGENDA ORGANIZATION

The Board of Trustees will discuss any changes in the order of agenda items. Per [Board Policy 2340](#), the order of business may be changed by consent of the Board of Trustees.

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

The Board of Trustees welcomes public comment on issues within the jurisdiction of the college. Public comment request cards must be completed and returned to the secretary prior to the start of the meeting. Late arrivals will not be permitted to speak. Comments should be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker.

Note: Members of the board may not discuss or take legal action on matters raised unless the matters are properly noticed for discussion and legal action. Also, be advised that college personnel and processes are available for further communication.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

At this time, a brief report and summary of initiatives will be given by identified constituent group leaders:

- Associated Students of Cerritos College (ASCC) President
- Faculty Senate President
- Cerritos College Faculty Federation (CCFF) President
- California School Employees Association (CSEA) President
- Association of Cerritos College Management Employees (ACCME) President

CONSENT CALENDAR ITEMS

Agenda Items 4-28 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

4. Perkins Honorariums for Workshop Guest Speakers

It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the 2017-2018 academic year. Strong Workforce Program funds in the amount of \$2,500 will be utilized for this expenditure. No district general funds will be used.

5. Stipend for the Strong Workforce – Regional Health Sector Career Pathway Project Grant 2016-2018

The Strong Workforce Health Sector Career Pathway Project Grant will be utilized for this expenditure. No general funds will be used. Stipend will be paid after work is completed.

6. Conference Requests for Travel Outside the United States – Montreal, Canada for April Griffin and Nicolas Matthews

It is recommended that the Board of Trustees approve conference requests for Dr. April Griffin and Mr. Nicholas Matthews, full-time faculty members and forensic coaches, to travel to Montreal, Canada from March 9, 2018 to March 14, 2018, as advisors for the Cerritos College Forensics Team. The purpose of team travel to Montreal, Canada is to participate in the International Forensics Association Annual Tournament. The fiscal impact to the General Fund will not exceed \$3,400.00.

7. Conference Requests for Travel Outside the United States – Taipei, Taiwan for Dr. Jose Fierro

It is recommended that the Board of Trustees approve a conference request for Zurich Lewis, Dr. Shin Liu, Carmen Avalos and Martha Camacho-Rodriguez to travel to Taipei, Taiwan from March 25-30, 2018. The purpose is to sign a Memorandum of Understanding between the New Taipei City Government and Cerritos College regarding a Collaborative Experience Education Program. The group representing Cerritos College will also meet with government and department of education officials and visit several school sites where the program will take place. The New Taipei City Government will pay for all travel costs. There is no cost to the district.

8. Conference Requests for Travel Outside the United States – Taipei, Taiwan for Zurich Lewis, Dr. Shin Liu, Carmen Avalos and Martha Camacho-Rodriguez

It is recommended that the Board of Trustees approve a conference request for Zurich Lewis, Dr. Shin Liu, Carmen Avalos and Martha Camacho-Rodriguez to travel to Taipei, Taiwan from March 25-30, 2018. The purpose is to sign a Memorandum of Understanding between the New Taipei City Government and Cerritos College regarding a Collaborative Experience Education Program. The group representing Cerritos College will also meet with government and department of education officials and visit several school sites where the program will take place. An amount not to exceed \$4,800 will be expended from the Board of Trustees conference accounts.

9. Bid No. 17P010, Performing Arts Center - Site Prep

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P010, Performing Arts Center - Site Prep to Suttles Plumbing and Mechanical Corp. of Chatsworth, California, as the lowest responsive, responsible bidder in the amount of \$831,000, which equals the Total Base Bid Amount plus Alternate No. 1 and Alternate No. 2. The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternate No. 1 and Alternate No. 2 is \$831,000. Funding for this project will be allocated from the GO Bond.

10. Change Order No. 2 [Owner Added Scope, Agency Driven Changes], (Bid No. 16P001), RDM Electric Co., Multi-Purpose Fire Alarm Upgrade

It is recommended that the Board of Trustees approve Change Order No. 2 [Owner Added Scope, Agency Driven Changes] in the amount of \$4,048 for the Multi-Purpose Fire Alarm project. The amount from Change Order No. 2 will be \$4,048, increasing the contract amount to \$432,734. Funding will be allocated from the GO Bond.

11. Ratification of Acceptance of Gifts

It is recommended that the Board of Trustees ratify the acceptance of the gifts on behalf of Cerritos College. There is no cost to Cerritos College for the donated items.

12. Purchase Orders for the Month of November 2017

It is recommended that the Board of Trustees approve the purchase orders processed during the month of November 2017. Funding sources vary and are dependent upon the goods/services purchased.

13. Contracts for the Month of November 2017

It is recommended that the Board of Trustees approve the contracts that were processed during the month of November 2017. Funding sources vary and are dependent upon the goods/services purchased.

14. Contract with Victor Arreola for College Outreach Coordinator Services for the Strong Workforce Program

It is recommended that the Board of Trustees approve the contract with Victor Arreola for College Outreach Coordinator Services for the Strong Workforce Program. Cerritos College will receive funding in the amount of \$65,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

15. Contract with Venea Meyer-Everhart for High School Outreach Coordinator Services for the Strong Workforce Program

It is recommended that the Board of Trustees approve the contract with Venea Meyer-Everhart for High School Outreach Coordinator Services for the Strong Workforce Program. Cerritos College will receive funding in the amount of \$65,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

16. Contract with Randal Morales for Project Manager Services for the Strong Workforce Program

It is recommended that the Board of Trustees approve the contract with Randal Morales for Project Manager Services for the Strong Workforce Program. Cerritos College will receive funding in the amount of \$80,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor's Office.

17. Ratification of the Amendment to the Agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs

It is recommended that the Board of Trustees ratify the amendment to the agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs. Cerritos College will receive increased funding in the amount of \$1,000 for a new contract amount of \$35,899 plus travel expenses; funding is made possible through a California State Department of Education grant received by Chabot-Las Positas Community College District.

18. Amendment to Project Assignment Agreement No. 2 to the Master Architectural/Engineering Services Agreement with Hill Partnership, Inc. dba HPI Architecture for the Social Science Exterior Elevator

It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 2 to the Master Architectural/Engineering Services Agreement with Hill Partnership, Inc. dba HPI Architecture for the Social Science Exterior Elevator project. The total contract sum shall be increased \$5,100 for a new not-to-exceed amount of \$189,967; this amount will be funded from the GO Bond. HPI Architecture is headquartered in Newport Beach, CA.

19. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2017

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending December 31, 2017. The items are budgeted in the General Fund.

20. Resolution #18-0118 to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30/55

It is recommended that the Board of Trustees approve Resolution #18-0118 authorizing the use of an estimated \$12,933,952 of Education Protection Account proceeds resulting from the passage of Proposition 30/55 to be used for instructional salaries and benefits. The estimated revenue is projected at \$12,933,952 for Cerritos College and funds will be utilized for faculty salaries and benefits.

21. Non-Resident Tuition Fee and Non-Resident Student Capital Outlay Fee for 2018-2019

It is recommended that the Board of Trustees approve the per unit non-resident tuition fee of \$258, and the per unit non-resident student capital outlay fee of \$12 for a total of \$270 for the 2018-19 Fiscal Year and including the 2018 Summer Session.

22. Make Budget Transfers and Budget Adjustments

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the ending balances of the Unrestricted and Restricted General Funds. Revenue adjustments for the Restricted General Funds and Capital Outlay Projects will have no effect on the ending balances. Expenditures will be adjusted correspondingly.

23. Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350. No fiscal impact.

24. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel. No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

25. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 Academic Year

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2017-2018 academic year and as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

26. Denial of Request for Unpaid Leave of Absence Due to Illness Reasons for Classified Employee

It is recommended that the Board of Trustees deny the attached request for unpaid leave of absence due to illness reasons for Kenneth J. Born, Maintenance Mechanic, Facilities Department, for the period December 19, 2017 through March 1, 2018. No fiscal impact.

27. Revised List of Minimum Qualifications and Local Standards by Discipline

It is recommended that the Board of Trustees approve the revised list of Minimum Qualifications and Local Standards by Discipline as developed by the faculty and approved by the Faculty Senate and the Hiring Standards Committee. No additional financial effect.

28. Citizens' Bond Oversight Committee Membership

It is recommended that the Board approve change in membership designation for member Parimal Shah as the senior citizens' organization member. It is also recommended that the Board approve the appointment of Richard Fisler as the business organization; Carmen Rivera-Amarillas and Pat Patnik as the community at-large members; and Paul Martinez as the support organization member to the Citizens' Bond Oversight Committee for two-year terms effective January 18, 2018.

ADMINISTRATIVE MATTERS

Agenda Item 29-38 are presented as Administrative Items.

29. Presentation: Audited Financial Reports for the Fiscal Year Ending June 30, 2017

The Board of Trustees will be provided with an overview of the Audited Financial Reports for the Fiscal Year Ending June 30, 2016 by the audit firm of Christy White & Associates.

30. Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2017

It is recommended that the Board of Trustees receive and accept the 2016-17 fiscal year audit report for Cerritos Community College District as presented by the audit firm of CliftonLarsonAllen LLP. The fiscal impact is a reduction in General Apportionment revenue of \$8,359 due to over reporting of FTES. (1.67 FTES x \$ Credit FTES \$5,005.75 = \$8,359.60)

31. Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2017

It is recommended that the Board of Trustees receive and accept the copy of the 2016-17 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of CliftonLarsonAllen LLP. There is no fiscal impact.

32. Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2017

It is recommended that the Board of Trustees receive and accept the copy of the 2016-17 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of CliftonLarsonAllen LLP. There is no fiscal impact.

33. Consideration to Award Food Services Agreement with Campus Food Services, Inc. dba I-8 Food Services for the District's Campus Food Services for Vendor Location No. 1-2 and 4-8

It is recommended that the Board of Trustees provide direction regarding a Food Service Vendor Operating Agreement with Campus Food Services, Inc., I-8 Food Services for the purpose of providing food services for the District for Vendor Location No. 1-2 and 4-8, pursuant to Request for Proposal (RFP) No. 17C0023, Food and/or Concession Services. There is no fiscal impact to the District. The District will receive a 12% (locations and catering) and 15% (mobile coffee/concession cart) monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$10,000.

34. Consideration of Approval of Integrated Planning Document

It is recommended that the Board of Trustees approve the Integrated Planning Document. The College has been granted state categorical Student Equity (SE), Student Success and Support Program (SSSP), and Basic Skills Initiative (BSI) funding for the fiscal year 2017-2018, which will be used in implementing the plan. Additional support may be provided by the general fund, other categorical funds, and grants/donations.

35. Consideration of Approval to Cancel the Regular Board Meeting of March 21, 2018

It is recommended that the Board of Trustees cancel the regular board meeting of March 21, 2018. No fiscal impact.

36. Consideration of Approval of Board Advisory Committee Membership

It is recommended that the Board of Trustees approve the membership for the Bond Construction and Board Policy Review Board Advisory Committees, in accordance with Board Policy 2220. No fiscal impact.

37. Consideration of Approval of Nominee for CCCT Board Election

It is recommended that the Board of Trustees consider nominating an individual to serve on the California Community College Trustees (CCCT) Board. No general funds will be used.

38. Consideration of Approval of Board Member Compensation Increase

It is recommended that the Board of Trustees approve a 2.5% increase of the compensation of individual Board Members effective July 1, 2017 based on the present \$554.10 monthly rate of compensation, in accordance with Board Policy 2725. The cost is \$1,329.84 annually and will be expended from the General Fund.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

At this time, members of the Board of Trustees will provide brief reports on meetings attended on matters pertaining to their service as a representative of the Cerritos Community College District Board of Trustees pursuant to Government Code 53232.3(d).

Following the Board of Trustees, the President/Superintendent will provide an executive report which includes reports from the Vice President of Business Services, Vice President of Academic Affairs, Vice President of Student Services, Vice President of Human Resources, and Director, College Relations, Public Affairs & Governmental Relations.

CLOSED SESSION WILL BEGIN NO LATER THAN 9:00 P.M. AND WILL LAST NO LONGER THAN 90 MINUTES

39. Public Employee Discipline/Dismissal/Release (GC #54957)

- A. Case Number: 24431011
- B. Case Number: 73441106
- C. Case Number: 36771005
- D. Case Number: 92671107
- E. Case Number: 80411114

40. Conference with Labor Negotiators (GC #54957.6)

- A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
- B. Employee Organizations:
 - California School Employees Association (CSEA)
 - Cerritos College Faculty Federation (CCFF)
- C. Unrepresented Employees:
 - Management Employees
 - Contract Management Employees
 - Confidential Employees

41. Reconvene to Open Session

42. Adjournment

***The Next Regular Meeting of the Board of Trustees is set for
Wednesday, February 7, 2018 at 7:00 p.m.***

I, Dr. Jose Fierro, Secretary to the Board, certify that a true and correct copy of the foregoing Meeting Agenda was posted on January 11, 2018 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY: _____
Dr. Nick Real
Instructional Dean, Technology

SUBJECT: Consideration of Approval of Perkins Honorariums for Workshop Guest Speakers

ACTION

It is recommended that the Board of Trustees approve grant honorariums for guest speakers for the 2017-2018 academic year.

FISCAL IMPACT

Strong Workforce Program funds in the amount of \$2,500 will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY

As part of the effort to improve the Film Product program, the Fine Arts Division has been awarded Perkins funding to hold a series of workshops and lectures conducted by industry experts during the 2017-2018 academic year. The following individuals represent all aspects of the industry and include prominent members of the industry. These will be scheduled on the “as needed” basis.

Name	Topic	Workshop Honorarium
David Tillman	Editing Lecture	\$500 (4-Hour Workshop)
David Tillman	Editing Workshop	\$250 (2-Hour Workshop)
Kat Dillon	Producers Lecture	\$500 (4-Hour Workshop)
Pam Bouvier	Producing & Networking	\$500 (4-Hour Workshop)
Kurt Gauger	Props Workshop	\$500 (4-Hour Workshop)
Aimee Galicia Torres	Cinematography Lecture	\$250 (2-Hour Workshop)

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**

Agenda Item No. 5

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Sandy Marks
Instructional Dean, Health Occupations

Ann Voorhies
Director, Nursing Program

<p>SUBJECT: Consideration of Approval of Stipend for the Strong Workforce – Regional Health Sector Career Pathway Project Grant 2016-2018</p>

ACTION

It is recommended that the Board of Trustees approve payment of a stipend in the total amount of \$8,480 for nursing faculty for work that was performed July 1, 2016 through December 30, 2017 as stipulated in, and funded by, the Strong Workforce Health Sector Career Pathway Project Grant.

FISCAL IMPACT

The Strong Workforce Health Sector Career Pathway Project Grant will be utilized for this expenditure. No general funds will be used. Stipend will be paid after work is completed.

REPORT SUMMARY

This stipend will be utilized to fund faculty research and development of curriculum and training in the area of Emergency Department Nursing in accordance with the grant work plan. The grant-approved activities include:

- Faculty research and development of curriculum to create and implement a training program for hospital registered nurses (RNs) who are interested in working in the hospital Emergency Department.
- Hiring of part-time faculty Clinical/Content experts for review, input and assistance with the development of the training program and clinical training site instruction.
- Creation of skills lab environment to assist students in mastering competencies needed to work in this specialty hospital environment.
- Purchase of specialized equipment, instructional supplies and monitoring devices utilized in the Emergency Nursing area for use in the skills lab.
- Purchase of needed office supplies.
- Faculty payment for the training program instruction hours for both lecture and clinical.

These resources are intended to maximize the development of the Emergency Nursing training program to ensure that the curriculum is current, evidenced-based and meets all educational, hospital, state, and regulatory requirements, standards and policies. These resources are needed to fully research, develop and implement the training program to maximize student understanding, critical thinking, clinical judgment and ability to perform at a caring and competent level in this highly complex medical hospital environment.

Curriculum Research and Development for the specialty Registered Nurse (RN) area of Emergency Department Nursing. Stipend will be paid as work is completed.

- Jude Moreno 80 Hours at \$106.00/hour: \$8,480.00

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY: _____
David Fabish
Instructional Dean, Liberal Arts

SUBJECT: Consideration of Approval of Conference Requests for Travel Outside the United States – Montreal, Canada for April Griffin and Nicolas Matthews

ACTION

It is recommended that the Board of Trustees approve conference requests for Dr. April Griffin and Mr. Nicholas Matthews, full-time faculty members and forensic coaches, to travel to Montreal, Canada from March 9, 2018 to March 14, 2018, as advisors for the Cerritos College Forensics Team. The purpose of team travel to Montreal, Canada is to participate in the International Forensics Association Annual Tournament.

FISCAL IMPACT

The fiscal impact to the General Fund will not exceed: \$1,700.00 per faculty x 2 = \$3,400.00
Breakdown of cost per person:

- Airfare \$600.00
- Lodging \$520.00
- Meals \$360.00
- Taxi/Shuttle \$200.00

REPORT SUMMARY

Dr. Griffin and Mr. Matthews will be representing Cerritos College and the Cerritos College Forensics Team as judges and team chaperones/advisors during the course of the International Forensics Association (IFA) Tournament. The International Forensics Association seeks to promote the visibility of forensic competition in countries other than the United States toward diversifying forensics worldwide. The purpose of the tournament is to offer the opportunity of meeting outside of the United States to provide wonderful opportunities for students, coaches and “friends” of the IFA to experience diverse cultures, view exceptional architectural and artistic wonders, and to engage in a competitive and memorable forensics experience.

This tournament would replace the Pi Kappa Delta National Tournament as the national tournament experience for the 2017-2018 school year.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Conference and Travel Request Forms with approval signatures.

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Conference Requests for Travel Outside the United States – Taipei, Taiwan for Dr. Jose Fierro

ACTION

It is recommended that the Board of Trustees approve a conference request for Dr. Jose Fierro, President/Superintendent to travel to Taipei, Taiwan from March 25-30, 2018. The purpose is to sign a Memorandum of Understanding between the New Taipei City Government and Cerritos College regarding a Collaborative Experience Education Program. Dr. Fierro and the group representing Cerritos College will also meet with government and department of education officials and visit several school sites where the program will take place.

FISCAL IMPACT

The New Taipei City Government will pay for all travel costs. There is no cost to the district.

REPORT SUMMARY

Dr. Fierro will represent Cerritos College in signing a Memorandum of Understanding between the New Taipei City Government and Cerritos College regarding a Collaborative Experience Education Program. This program aims at establishing a bilingual learning environment and receives support from the Taiwanese government and private sector to enrich teaching resources.

Objectives of this program include:

- To provide Cerritos College students with diverse learning experiences and cultural perspective.
- To allow Taiwanese and Cerritos College students to learn from each other and promote the cultural exchanges.
- To enhance Cerritos College students' teaching ability and leadership skills.
- To assist Taiwanese students to demonstrate authentic use of the English language.

Dr. Fierro and the group representing Cerritos College will also meet with government and department of education officials and visit the following school sites:

- New Taipei Municipal Jin-shan High School
- New Taipei Municipal Banqiao Junior High School
- New Taipei Municipal Chongqing Junior High School
- New Taipei Municipal Xinzhuang Junior High School
- New Taipei Municipal Touqian Junior High School
- New Taipei Municipal Shenkeng Junior High School
- New Taipei Municipal Taishan Junior High School
- New Taipei Municipal Yingge Junior High School
- New Taipei Municipal Ziqiang Junior High School
- New Taipei Municipal Ansi Junior High School

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

January 9th, 2017

President Jose Fierro
Cerritos Community College
11110 Alondra Blvd.,
Norwalk, CA 90650

Dear President Fierro,

Greetings from the Education Division, Taipei Economic and Cultural Office (TECO) in Los Angeles!

On behalf of the Taipei City Department of Education, I am writing with great pleasure to formally invite you to visit Taiwan for signing the agreement between Cerritos College and University of Taipei to establish a collaborative education program called “the Taipei City Experience Education Program (TEEP) ” . The Taipei City Department of Education shall supervise and sponsor the program and provide Cerritos College students with opportunities to study at the University of Taipei and do internship at primary and secondary schools in Taipei City.

Based on a research released by Institute of International Education (IIE) , a New York-based organization, world leader in international education, IIE reports that study abroad contributes to the development of transferrable skills and positive employment gains, in other word; it shows that studying abroad has a direct impact on skills needed for career success. One of the objectives of this TEEP program, which was creatively proposed by Dr. Shih Liu, is to provide Cerritos College students with diverse learning experiences and cultural perspective. Cerritos College students can broaden their global perspective through exposure to Taiwanese culture and they will benefit enormously from studying in Taiwan as outlined in the IIE report.

Other program details including length, participating schools, content of internship, application and selection procedures, benefits for Cerritos College

students and other related issues are clearly stated in the agreement. I am enclosing the English and Chinese version drafts of the Agreement for your review and approval. Both versions will be formally signed when you meet with the President of University of Taipei, Professor Hsia-Ling Tai, in Taiwan.

If this invitation is agreeable to you, the itinerary will be arranged for you to visit the Taipei City Department of Education, University of Taipei and some participating schools, as well as to call on the Education Department of New Taipei City for discussing about another summer internship program developed for Cerritos College students; you will also have opportunity to enjoy some of our cultural heritage and beautiful science spots. The Taipei City Department of Education will provide you with a roundtrip economic class airline ticket, hotel accommodation and meals for three days.

I very much look forward to hearing back from you with regards to the visit and would be happy to provide any further information should you require it.

With sincere regards,

Rebecca H.C. Lan
Director of Education Division

Enclosures

cc: Taipei City Department of Education

Dr. Shin Liu, Cerritos Community College District Board of Trustees

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Conference Requests for Travel Outside the United States – Taipei, Taiwan for Zurich Lewis, Dr. Shin Liu, Carmen Avalos and Martha Camacho-Rodriguez

ACTION

It is recommended that the Board of Trustees approve a conference request for Zurich Lewis, Dr. Shin Liu, Carmen Avalos and Martha Camacho-Rodriguez to travel to Taipei, Taiwan from March 25-30, 2018. The purpose is to sign a Memorandum of Understanding between the New Taipei City Government and Cerritos College regarding a Collaborative Experience Education Program. The group representing Cerritos College will also meet with government and department of education officials and visit several school sites where the program will take place.

FISCAL IMPACT

An amount not to exceed \$4,800 will be expended from the Board of Trustees conference accounts.

REPORT SUMMARY

Dr. Fierro will represent Cerritos College in signing a Memorandum of Understanding between the New Taipei City Government and Cerritos College regarding a Collaborative Experience Education Program. This program aims at establishing a bilingual learning environment and receives support from the Taiwanese government and private sector to enrich teaching resources.

Objectives of this program include:

- To provide Cerritos College students with diverse learning experiences and cultural perspective.
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- To enhance Cerritos College students' teaching ability and leadership skills.
- To assist Taiwanese students to demonstrate authentic use of the English language.

Dr. Fierro and the group representing Cerritos College will also meet with government and department of education officials and visit the following school sites:

- New Taipei Municipal Jin-shan High School
- New Taipei Municipal Banqiao Junior High School
- New Taipei Municipal Chongqing Junior High School
- New Taipei Municipal Xinzhuang Junior High School
- New Taipei Municipal Touqian Junior High School
- New Taipei Municipal Shenkeng Junior High School
- New Taipei Municipal Taishan Junior High School
- New Taipei Municipal Yingge Junior High School
- New Taipei Municipal Ziqiang Junior High School
- New Taipei Municipal Ansi Junior High School

NOTICING REQUIREMENTS

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ATTACHMENT(S)

January 9th, 2017

President Jose Fierro
Cerritos Community College
11110 Alondra Blvd.,
Norwalk, CA 90650

Dear President Fierro,

Greetings from the Education Division, Taipei Economic and Cultural Office (TECO) in Los Angeles!

On behalf of the Taipei City Department of Education, I am writing with great pleasure to formally invite you to visit Taiwan for signing the agreement between Cerritos College and University of Taipei to establish a collaborative education program called “the Taipei City Experience Education Program (TEEP) ” . The Taipei City Department of Education shall supervise and sponsor the program and provide Cerritos College students with opportunities to study at the University of Taipei and do internship at primary and secondary schools in Taipei City.

Based on a research released by Institute of International Education (IIE) , a New York-based organization, world leader in international education, IIE reports that study abroad contributes to the development of transferrable skills and positive employment gains, in other word; it shows that studying abroad has a direct impact on skills needed for career success. One of the objectives of this TEEP program, which was creatively proposed by Dr. Shih Liu, is to provide Cerritos College students with diverse learning experiences and cultural perspective. Cerritos College students can broaden their global perspective through exposure to Taiwanese culture and they will benefit enormously from studying in Taiwan as outlined in the IIE report.

Other program details including length, participating schools, content of internship, application and selection procedures, benefits for Cerritos College

students and other related issues are clearly stated in the agreement. I am enclosing the English and Chinese version drafts of the Agreement for your review and approval. Both versions will be formally signed when you meet with the President of University of Taipei, Professor Hsia-Ling Tai, in Taiwan.

If this invitation is agreeable to you, the itinerary will be arranged for you to visit the Taipei City Department of Education, University of Taipei and some participating schools, as well as to call on the Education Department of New Taipei City for discussing about another summer internship program developed for Cerritos College students; you will also have opportunity to enjoy some of our cultural heritage and beautiful science spots. The Taipei City Department of Education will provide you with a roundtrip economic class airline ticket, hotel accommodation and meals for three days.

I very much look forward to hearing back from you with regards to the visit and would be happy to provide any further information should you require it.

With sincere regards,

Rebecca H.C. Lan
Director of Education Division

Enclosures

cc: Taipei City Department of Education

Dr. Shin Liu, Cerritos Community College District Board of Trustees

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 17P010, Performing Arts Center - Site Prep
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ACTION

It is recommended that the Board of Trustees approve the award of contract for Bid No. 17P010, Performing Arts Center - Site Prep to Suttles Plumbing and Mechanical Corp. of Chatsworth, California, as the lowest responsive, responsible bidder in the amount of \$831,000, which equals the Total Base Bid Amount plus Alternate No. 1 and Alternate No. 2.

Board approval is contingent upon resolution of any bid protests during the applicable protest time period. Board approval is also contingent upon the contractor awarded the project providing acceptable insurance and bonding as required in the Bid and Contract Documents.

FISCAL IMPACT

The amount of the lowest responsive, responsible bid for the Total Base Bid Amount plus Alternate No. 1 and Alternate No. 2 is \$831,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 24, 2017 and October 31, 2017, Cerritos College advertised the release of Bid No. 17P010 for the Performing Arts Center - Site Prep project. In addition to advertisement in a local area publication, all Class A, Class B, and Class C-36 prequalified contractors were invited to provide a bid for the project; a total of thirty-five contractors were contacted for this project. The project includes, but is not limited to, site demolition and utility removal and relocation.

The bid had a bid due date of December 5, 2017. This site preparation phase of the Performing Arts Center project was bid as a single-prime project; the project required that contractors have a valid Class A, Class B, or Class C-36 contractors' license. The construction cost estimate for the work was approximately \$600,000.

Attendance was mandatory at one of the two pre-bid conference meeting and job walks scheduled on November 3, 2017 and November 8, 2017. A combined attendance total of ten contractors attended one of the two pre-bid conference and job walk meetings on November 3, 2017 and November 8, 2017.

Previous to the bid due date, reminders were sent to the eligible contractors, as well as several rounds of phone calls to identify interest and confirm level of bid commitment from the potential bidders. Three contractors submitted a bid for the project.

Recommendation of award of contract was predicated on the lowest responsive, responsible bidder for the Total Base Bid Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results are attached hereto detailing the responsive bid received.

Upon completion of Cerritos College's due diligence review, Suttles Plumbing and Mechanical Corp. is the lowest responsive and responsible bidder for this project work, and acceptance of the bid is in the best interest of the District. A summary of the contractor's designated subcontractors that was submitted with their bid, as required by Public Contract Code Section 4100 et seq., is attached.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Bid Results for Bid No. 17P010, Performing Arts Center - Site Prep

Designated Subcontractors Summary – Suttles Plumbing and Mechanical Corp.

Draft Contract Agreement for Bid No. 17P010 – Suttles Plumbing and Mechanical Corp.

Cerritos Community College District

Bid No. 17P010

Project: Performing Arts Center - Site Prep

Bid Opening Results

Bid Due Date: December 5, 2017; 2:00 pm

	Suttles Plumbing & Mechanical Corp. Chatsworth, CA		Verne's Plumbing, Inc. Buena Park, CA		Bali Construction, Inc. South El Monte, CA	
Base Bid Amount	\$	685,000.00	\$	828,800.00	\$	950,000.00
Allowance Amount	\$	100,000.00	\$	100,000.00	\$	100,000.00
TOTAL BASE BID AMOUNT	\$	785,000.00	\$	928,800.00	\$	1,050,000.00
DELTA FROM LOWEST BID			\$	143,800.00	\$	265,000.00

Bid Alternates						
Alternate A1	\$	34,000.00	\$	64,000.00	\$	23,000.00
Alternate A2	\$	12,000.00	\$	81,000.00	\$	37,500.00
TOTAL BASE BID AMOUNT PLUS ALTERNATES	\$	831,000.00	\$	1,073,800.00	\$	1,110,500.00
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)			\$	242,800.00	\$	279,500.00

Cerritos Community College District
Bid No. 17P010
Project: Performing Arts Center - Site Prep
Designated Subcontractors Summary

Suttles Plumbing and Mechanical Corp.
Chatsworth, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Asbestos Instant Response, Inc. dba AIR Demolition & Environmental Solutions	3517 W. Washington Blvd.	Los Angeles	CA	90018	Abatement	\$ 20,000.00
Western Paving Contractos, Inc.	15533 E. Arrow Highway	Irwindale	CA	91706	Base	\$ 5,000.00



PROJECT: Performing Arts Center – Site Prep / **BID NO.:** 17P010

DATE OF CONTRACT: January 19, 2018 / **CONTRACT NO.:** 17P010

DOLLAR VALUE: \$ 831,000.00

LIQUIDATED DAMAGES: \$2,500 per day

CONTRACTOR: Suttles Plumbing and Mechanical Corp.

TERM: 60 Calendar days

TIME FOR COMPLETION: _____

Suttles Plumbing and Mechanical Corp.

Address: 21541 Nordhoff St., Unit C, Chatsworth, CA 91311

Phone: 818-718-9779

Fax: 818-718-9799

AGREEMENT FORM

This Agreement is made and entered into this **19th day of January, 2018**, by and between the **Cerritos Community College District** ("District") and **Suttles Plumbing and Mechanical Corp.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **17P010, Performing Arts Center – Site Prep**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **SIXTY (60)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Liquidated damages *per activity duration as indicated in 013200-1 Appendix A Construction Progress Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work*. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Class C-36 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9,

of the Business and Professions Code and in the classification called for in the Contract Documents.

13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Eight Hundred Thirty-One Thousand and 00/100 Dollars

(\$ 831,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

SUTTLES PLUMBING AND MECHANICAL CORP.

By: _____

Title: President _____

Print Name: Stephanie Aguilar

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DRAFT

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 2 [Owner Added Scope, Agency Driven Changes], (Bid No. 16P001), RDM Electric Co., Multi-Purpose Fire Alarm Upgrade

ACTION

It is recommended that the Board of Trustees approve Change Order No. 2 [Owner Added Scope, Agency Driven Changes] in the amount of \$4,048 for the Multi-Purpose Fire Alarm project.

FISCAL IMPACT

The amount from Change Order No. 2 will be \$4,048, increasing the contract amount to \$432,734. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On October 19, 2016, the Board awarded a contract to RDM Electric Co., Inc. of Chino, California for the Multi-Purpose Fire Alarm Upgrade project. The project was bid using a traditional single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 2 is \$4,048. The original contract amount approved by the Board was \$417,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to the owner added scope of directing the fire alarm contractor to be present for the state elevator inspection to quickly address any comments from the inspector which expedited the process. The agency driven changes were addressed through revisions to the sequence of operations and subsequent retesting per DSA mandate. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	January 17, 2018	\$4,048	3.8%
	1	October 4, 2017	\$11,686	2.8%

Change Order types – Below is an explanation of change order types.

- Owner Added Scope – Any time the owner adds scope for various reasons. They are typically value driven.
- Agency Driven Changes – Required by Division of State Architect (DSA), municipalities, Inspector of Record (IOR), etc. and must be done for sign off.
- Unforeseen Conditions – Subsurface or existing building conditions that were unknown/uncertain during the design and not included in the documents/bid for whatever reason and now required.
- Errors – Errors in the documents by the architect or consultants.
- Omissions – Scope not included in the original documents/bid for whatever reason and now required.
- Deductive Credit – Monies are credited to the District due to project cost savings, a decrease in scope, or various reasons.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Change Order No. 2 to Contract No. 16P001 – RDM Electric Co., Inc.

Change Order No. 1 to Contract No. 16P001 – RDM Electric Co., Inc.

Contract No. 16P001 – RDM Electric Co., Inc.

Project: Cerritos College
Multi-Purpose Fire Alarm

Change Order Number: 02

Contract # 16P001

To: RDM Electric Co., Inc.
13867 Redwood Ave.
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: November 15, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Description: Fire alarm related services during state elevator re-inspection.
Reason: Per District direction, the fire alarm contractor was directed to be present for state elevator re-inspection in order to quickly address any comments, made by the inspector, regarding the fire alarm system and it's connectivity to the elevator system.
Benefit: Contractor was able to address State Inspector comments immediately. This supported the elevator being signed off by the state.
Requested by: Owner
CO Type: Owner Request

Change Amount:\$ 481.00

Time Extension:0 Work days

Item 2.02

Description: Fire alarm system modifications and retesting per revised Sequence of Operations.
Reason: In order to obtain DSA approval on the Multi-Purpose Building Fire Alarm System, the sequence of operations required revisions to align with DSA expectations. Revisions resulted in reprogramming, network download, pretesting and a 10% retest of entire fire alarm system.
Benefit: Achieved DSA sign off of Fire Alarm System.
Requested by: DSA
CO Type: Agency Driven

Change Amount:\$ 3,567.00

Time Extension:0 Work days

Project: Multi-Purpose Bldg Fire Alarm
Contractor: RDM Electric Co., Inc. - Contract 16P001

Change Order Number: 02
Page 2 of 3

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$4,048.00**
TOTAL ADDITIONAL WORKING DAYS..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	417,000.00
Net change by previous Change Order	\$	11,686.00
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	428,686.00
Amount of Change Order No. 2	\$	4,048.00
New Contract Sum	\$	432,734.00
Percentage of Change to Contract		3.8%

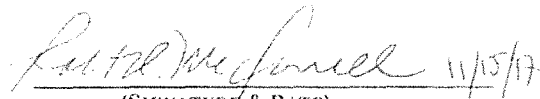
Project: Multi-Purpose Bldg Fire Alarm
Contractor: RDM Electric Co., Inc. - Contract 16P001

Change Order Number: 02
Page 3 of 3

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2018

Requested By:

 11/15/17

(SIGNATURE & DATE)

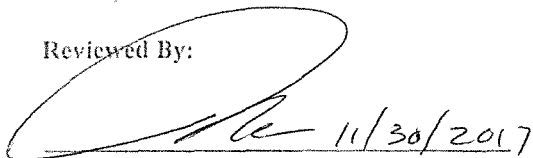
RDM ELECTRIC CO., INC.
ROBERT McDONNELL
13867 Redwood Ave.
Chino, CA 91710

Approved By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

 11/30/2017

(SIGNATURE & DATE)

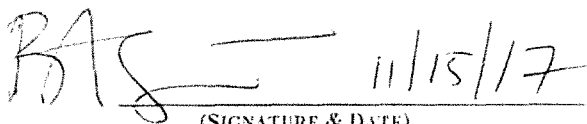
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 11/15/17

(SIGNATURE & DATE)

MDC ENGINEERS INC.
B.A. SATYA
PRINCIPAL

Reviewed By:

 11/16/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

 11/30/17

(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Multi-Purpose Fire Alarm

Change Order Number: 01

Contract # 16P001A

To: RDM Electric Co., Inc.
13867 Redwood Ave.
Chino, CA 91710
Phone: 909-591-0990
Fax: 909-591-1599

Date: August 21, 2017

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Added two (2) interior emergency phones.
Reason: Per District direction, two (2) campus standard interior emergency phones were implemented into the project as part of the area of refuge phone system.
Benefit: Maintenance and service for these emergency phones are consistent with other identical emergency phones on the campus.
Requested by: Owner
CO Type: Owner Request

Change Amount: \$ 5,906.00

Time Extension:0 Work days

Item 1.02

Description: Unforeseen electrical and low-voltage modifications required for state elevator approval.
Reason: In order to obtain state approval on the Multi-Purpose Building elevator, the state inspector required various electrical and low-voltage modifications. Including the addition of electrical disconnects, removal of low voltage pathways in the elevator machine room, and additional power receptacles in the elevator machine room and elevator pit.
Benefit: Achieved state sign off of elevator.
Requested by: State Elevator Inspector
CO Type: Agency Driven

Change Amount: \$ 5,780.00

Time Extension:0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$11,686.00**
TOTAL ADDITIONAL WORKING DAYS..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	417,000.00
Net change by previous Change Order	\$	-
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	417,000.00
Amount of Change Order No. 1	\$	11,686.00
New Contract Sum	\$	428,686.00
Percentage of Change to Contract		2.8%

The Owner and the Contractor hereby agree that this change order constitutes full mutual accord and satisfaction for all time, all costs and all impacts related directly or indirectly to this Change Order. By acceptance of this change order, the Contractor hereby agrees that this change order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of itself and all subcontractors to waive all rights to any further claims or requests for equitable adjustment which include, but are not limited to, inefficiencies, loss of productivity, disruption, constructive acceleration, extended field office overhead, arising out of or as a result of this change order or the cumulative effect of this change order on the performance of the overall work under the Contract.

This Change Order is hereby executed on behalf of the Board of Trustees on 4th of October, 2017

Requested By:


(SIGNATURE & DATE)

RDM ELECTRIC CO., INC.
ROBERT McDONNELL, JR.
13867 Redwood Ave.
Chino, CA 91710

Approved By:

 10/13/2017
(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

 8/21/2017
(SIGNATURE & DATE)

CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

 9-12-17
(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

 8/23/17
(SIGNATURE & DATE)

MDC ENGINEERS INC.
B.A. SATYA
PRINCIPAL

Reviewed By:

 8/24/17
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

 8/30/17
(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Multi-Purpose Fire Alarm Upgrade / BID NO.: 16P001

DATE OF CONTRACT: October 24, 2016 / CONTRACT NO.: 16P001

DOLLAR VALUE: \$ 417,000.00

LIQUIDATED DAMAGES: \$2,500 per day

CONTRACTOR: RDM Electric Co., Inc.

TERM: 141 Calendar days

TIME FOR COMPLETION: _____

RDM Electric Co., Inc.

Address: 13867 Redwood Avenue, Chino, CA 91710

Phone: 909-591-0990

Fax: 909-591-1599

AGREEMENT FORM

This Agreement is made and entered into this **24th day of October, 2016**, by and between the **Cerritos Community College District** ("District") and **RDM Electric Co., Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **16P001, Multi-Purpose Fire Alarm Upgrade**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Project shall be completed within **ONE HUNDRED FORTY-ONE (141) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$ 2,500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **District Representatives:** Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

- 13. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 14.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.
- 15. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Four Hundred Seventeen Thousand and 00/100 Dollars

(\$ 417,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

RDM ELECTRIC CO., INC.

By: *Diane E. McDonnell*

Title: Secretary/Treasurer

Print Name: Diane E. McDonnell

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: *Noorali Delawalla*

Title: Acting VP Business Services

Print Name: Noorali Delawalla

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Acceptance of Gifts

ACTION

It is recommended that the Board of Trustees ratify the acceptance of the gifts listed below on behalf of Cerritos College.

FISCAL IMPACT

There is no cost to Cerritos College for the donated items.

REPORT SUMMARY

The DSTI Vehicle interface and Operational software are scheduled to be delivered to the District in mid-January; the 2011 Legacy was received by the District on October 12, 2017.

For Use in the Automotive Mechanical Repair Program

- Subaru DSTI Vehicle Interface and Operational Software

Donated by: Subaru of America, Inc.
ATTN: Service Training Department
PO Box 6000
Cherry Hill, NJ 08034-6000

The combined estimated value of the above items is \$12,650.

For Use in the Automotive Mechanical Repair Program

- Subaru 2011 Legacy (VIN: 4S3BMFK64B1254633)

Donated by: Subaru of America, Inc.
ATTN: Mrs. Rhonda Ingram
PO Box 6000
Cherry Hill, NJ 08034-6000

The combined estimated value of the above items is \$11,100.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Purchase Orders for the Month of November 2017
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ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of November 2017.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of purchase orders processed during the month of November 2017 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

November 2017 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 1

Run Date: 12/02/2017

Run Time: 04:35:21AM

FY: 17-18

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/01/17	0000066731	C		11/01/2017	INSTRUCTIONAL TECHNOLOGY	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	495.00	
				11/01/2017			0000066731				INSTRUCTIONAL TECHNOLOGY COUNCIL					495.00
11/01/17	0000066732	C		11/01/2017	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	
				11/01/2017			0000066732				AMERICAN FIDELITY ADMINISTRATIVE SERVICE					1,672.20
11/01/17	0000066733	A	1	11/02/2017	ADVANTAGE INTEGRATED MEDIA	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	15,000.00	
				11/01/2017			0000066733				ADVANTAGE INTEGRATED MEDIA					15,000.00
11/01/17	0000066734	A		11/01/2017	DIVERSIFIED BUSINESS SERVICES	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	1,326.15	
				11/01/2017			0000066734				DIVERSIFIED BUSINESS SERVICES					1,326.15
11/02/17	0000066735	C		11/02/2017	FOUNDATION FOR CCC	LICENSE/FEEES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	14,885.99	
				11/02/2017			0000066735				FOUNDATION FOR CCC					14,885.99
11/02/17	0000066736	C		11/02/2017	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	17-18	1,428.17	
				11/02/2017			0000066736				KEENAN & ASSOCIATES					1,428.17
11/02/17	0000066737	C		11/20/2017	AMAZON	COMPUTER SUPP/EQUIP	Accounting & Payroll	01.0	00000.0	00000	04200	6460	6725000	17-18	146.71	
				11/02/2017			0000066737				AMAZON					146.71
11/02/17	0000066738	C		11/02/2017	AMERICAN SOCIETY OF	MISCELLANEOUS	Accreditation	01.0	00000.0	00000	02100	5810	6013000	17-18	2,600.00	
				11/02/2017			0000066738				AMERICAN SOCIETY OF HEALTHY-SYSTEM PHARM					2,600.00
11/02/17	0000066739	A		11/02/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76615	4550	6190000	17-18	183.41	
				11/02/2017			0000066739				OFFICE DEPOT/BUSINESS SVCS DIV					183.41

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib		
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt	
11/02/17	0000066740	C		11/02/2017	HECKERMAN, EDWARD	INSTRUCTIONAL SUPPLIES	Photography	01.0	00000.0	00000	02520	4320	1063000	17-18	31.76		
						11/02/2017	0000066740									HECKERMAN, EDWARD	31.76
11/02/17	0000066741	C		11/02/2017	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	451.54		
						11/02/2017	0000066741									MacDEVITT, JAMES	451.54
11/02/17	0000066742	A		11/02/2017	GRAINGER	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	35.04		
						11/02/2017	0000066742									GRAINGER	35.04
11/02/17	0000066743	C		11/02/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	17-18	1,708.50		
							Student Personnel	01.0	00000.0	00000	03100	5730	6450000	17-18	739.32		
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	2,683.45		
						11/02/2017	0000066743									PARKER & COVERT, L.L.P.	5,131.27
11/02/17	0000066744	C		11/20/2017	AMAZON	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	17-18	716.93		
						11/02/2017	0000066744									AMAZON	716.93
11/03/17	0000066745	A		11/03/2017	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	6450	1951000	17-18	283.50		
						11/03/2017	0000066745									CDW-GOVERNMENT INC	283.50
11/03/17	0000066746	C		11/03/2017	NATIONAL LEAGUE FOR NURSING	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	1,455.00		
						11/03/2017	0000066746									NATIONAL LEAGUE FOR NURSING	1,455.00
11/03/17	0000066747	A		11/03/2017	MOHAWK CARPET DISTRIBUTION, INC.	CARPETS	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	17-18	26,959.09		
						11/03/2017	0000066747									MOHAWK CARPET DISTRIBUTION, INC.	26,959.09
11/03/17	0000066748	X	1	11/06/2017	COMMUNITY COLLEGE LEAGUE of	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18	13,325.36		

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/03/2017	0000066748									13,325.36
						11/03/2017	0000066748									13,325.36
11/03/17	0000066749	A		11/03/2017	LAKELAND FENCE CORP	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	8,500.00	
						11/03/2017	0000066749									8,500.00
						11/03/2017	0000066749									8,500.00
11/03/17	0000066750	C		11/03/2017	SOUTH COAST A.Q.M.D.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	1,246.67	
						11/03/2017	0000066750									1,246.67
						11/03/2017	0000066750									1,246.67
11/03/17	0000066751	C		11/03/2017	SOUTH COAST A.Q.M.D.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	127.46	
						11/03/2017	0000066751									127.46
						11/03/2017	0000066751									127.46
11/06/17	0000066752	C		11/06/2017	CLIFTONLARSONALL EN LLP	AUDIT SERVICES	Fiscal Operations	01.0	00000.0	00000	04200	5710	6721000	17-18	39,200.00	
						11/06/2017	0000066752									39,200.00
						11/06/2017	0000066752									39,200.00
11/06/17	0000066753	A		11/06/2017	CCCAA/SRJC FOUNDATION	CONFERENCE AND TRAVEL	Student Personnel	01.0	00000.0	00000	03100	5210	6450000	17-18	75.00	
						11/06/2017	0000066753									75.00
						11/06/2017	0000066753									75.00
11/06/17	0000066754	C		11/20/2017	AMAZON	BATTERIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	17-18	34.46	
						11/06/2017	0000066754									34.46
						11/06/2017	0000066754									34.46
11/06/17	0000066755	A		11/06/2017	FLOWER COMPANY, THE	FLORISTS	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	17-18	60.00	
						11/06/2017	0000066755									60.00
						11/06/2017	0000066755									60.00
11/06/17	0000066756	X	1	11/13/2017	CCCCSSAA	CONFERENCE AND TRAVEL	Student Personnel	01.0	00000.0	00000	03100	5210	6450000	17-18	495.00	
						11/06/2017	0000066756									495.00
						11/06/2017	0000066756									495.00
11/07/17	0000066757	A		11/13/2017	CITY OF LAKEWOOD	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00100	01200	5210	6006000	17-18	300.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO09C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
				11/07/2017			0000066757									300.00
11/07/17	0000066758	A		11/27/2017	BANK OF AMERICA	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	131.12	
				11/07/2017			0000066758									131.12
11/07/17	0000066759	C		11/07/2017	COMMUNITY COLLEGE LIBRARY	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18	13,325.36	
				11/07/2017			0000066759									13,325.36
11/07/17	0000066760	C		11/07/2017	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	20.06	
				11/07/2017			0000066760									20.06
11/07/17	0000066761	C		11/07/2017	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	2,739.00	
				11/07/2017			0000066761									2,739.00
11/07/17	0000066762	C		11/07/2017	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	4,847.36	
				11/07/2017			0000066762									4,847.36
11/07/17	0000066763	C		11/07/2017	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	17,414.00	
				11/07/2017			0000066763									17,414.00
11/07/17	0000066764	C		11/07/2017	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	16,439.00	
				11/07/2017			0000066764									16,439.00
11/07/17	0000066765	C		11/07/2017	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	17-18	888.00	
				11/07/2017			0000066765									888.00
11/07/17	0000066766	P		11/14/2017	AMAZON	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6310	6120000	17-18	11.51	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
						11/07/2017	0000066766	AMAZON								11.51
11/07/17	0000066767	C		11/08/2017	BUFFINGTON, DEBORAH	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	15.79	
						11/07/2017	0000066767	BUFFINGTON, DEBORAH								15.79
11/07/17	0000066768	A		11/27/2017	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	17-18	239.36	
						11/07/2017	0000066768	BANK OF AMERICA								239.36
11/07/17	0000066769	A		11/08/2017	WATANABE, SUSAN	REIMBURSEMENT	Theater	01.0	00000.0	00100	02520	4325	1055000	17-18	84.92	
						11/07/2017	0000066769	WATANABE, SUSAN								84.92
11/07/17	0000066770	A		11/07/2017	ALL STATE POLICE EQUIPMENT	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	656.08	
						11/07/2017	0000066770	ALL STATE POLICE EQUIPMENT COMPANY								656.08
11/07/17	0000066771	C		11/07/2017	RAN GRAPHICS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	17-18	151.11	
								01.0	00000.0	00000	02520	5830	6190000	17-18	16.00	
						11/07/2017	0000066771	RAN GRAPHICS								167.11
11/07/17	0000066772	A		11/08/2017	B & H PHOTO VIDEO	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	17-18	1,093.29	
						11/07/2017	0000066772	B & H PHOTO VIDEO								1,093.29
11/07/17	0000066773	C		11/20/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	17-18	31.74	
						11/07/2017	0000066773	AMAZON								31.74
11/07/17	0000066774	A		11/07/2017	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	17-18	1,243.02	
								01.3	00000.0	04700	70200	6450	0900000	17-18	2,871.61	
						11/07/2017	0000066774	HAAS FACTORY OUTLET								4,114.63

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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Run Date: 12/02/2017

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WEEKLY

Change														Distrib		
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/07/17	0000066775	A		11/07/2017	MARIANNA INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	26,362.44	
						11/07/2017	0000066775									26,362.44
11/07/17	0000066776	A		11/16/2017	MARIANNA INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	525.60	
						11/07/2017	0000066776									525.60
11/07/17	0000066777	A		11/07/2017	POISE MAKE UP	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	6,449.33	
						11/07/2017	0000066777									6,449.33
11/07/17	0000066778	A		11/07/2017	STYL ENVY NAIL FASHION	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	1,095.00	
						11/07/2017	0000066778									1,095.00
11/07/17	0000066779	A		11/07/2017	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	17-18	9,726.89	
						11/07/2017	0000066779									9,726.89
11/07/17	0000066780	C		11/20/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	141.31	
						11/07/2017	0000066780									141.31
11/09/17	0000066781	C		11/09/2017	MOTIF SEATTLE	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	17-18	464.08	
						11/09/2017	0000066781									464.08
11/09/17	0000066782	A		11/09/2017	MENKE MARKING DEVICES INC.	MISCELLANEOUS	Business and Management	01.3	00000.0	05100	70200	4320	0500000	17-18	32.03	
						11/09/2017	0000066782									32.03
11/09/17	0000066783	C		11/09/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Business and Management	01.3	00000.0	05100	70200	4320	0500000	17-18	53.66	
						11/09/2017	0000066783									53.66

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11/09/17	0000066784	P		11/09/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	17-18	316.55	
						11/09/2017	0000066784	AMAZON								316.55
11/09/17	0000066785	A		11/27/2017	BANK OF AMERICA	INSTR MEDIA MATERIALS/SUPP	Health	01.3	00000.0	04500	70200	4420	1200000	17-18	139.88	
						11/09/2017	0000066785	BANK OF AMERICA								139.88
11/09/17	0000066786	A		11/09/2017	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	1,754.35	
						11/09/2017	0000066786	DICK BLICK COMPANY								1,754.35
11/09/17	0000066787	A		11/09/2017	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	559.30	
						11/09/2017	0000066787	STAPLES ADVANTAGE								559.30
11/09/17	0000066788	C		11/09/2017	ARASH AFTABI, DMD	REIMBURSEMENT	Health Professions	01.0	00000.0	00000	02530	5630	1201000	17-18	155.42	
						11/09/2017	0000066788	ARASH AFTABI, DMD								155.42
11/09/17	0000066789	A		11/27/2017	BANK OF AMERICA	FOOD SERVICES SUPP/EQUIP	Child Development	01.3	00000.0	00000	70780	4320	6920000	17-18	72.42	
						11/09/2017	0000066789	BANK OF AMERICA								72.42
11/09/17	0000066790	A	1	11/14/2017	CM SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	352.32	
						11/09/2017	0000066790	CM SCHOOL SUPPLY								352.32
11/09/17	0000066791	P		11/09/2017	BANK OF AMERICA	FOOD SERVICES SUPP/EQUIP	Child Development	01.3	00000.0	00000	70780	4320	6920000	17-18	836.09	
						11/09/2017	0000066791	BANK OF AMERICA								836.09
11/09/17	0000066792	A		11/09/2017	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	612.97	
						11/09/2017	0000066792	LAKESHORE LEARNING MATERIALS								612.97

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11/09/17	0000066793	A		11/09/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	1,342.04	
						11/09/2017	0000066793	CONCORDANCE HEALTHCARE SOLUTIONS							1,342.04	
11/09/17	0000066794	A		11/09/2017	CALIFORNIA DEPARTMENT OF	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	168.25	
						11/09/2017	0000066794	CALIFORNIA DEPARTMENT OF EDUCATION							168.25	
11/09/17	0000066795	A		11/09/2017	SPECTRUM CHEMICALS MFG.	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	222.32	
						11/09/2017	0000066795	SPECTRUM CHEMICALS MFG. CORP.							222.32	
11/09/17	0000066796	A		11/09/2017	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	643.73	
						11/09/2017	0000066796	POCKET NURSE							643.73	
11/09/17	0000066797	A		11/09/2017	LETCO MEDICAL	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	293.49	
						11/09/2017	0000066797	LETCO MEDICAL							293.49	
11/09/17	0000066798	A		11/09/2017	MCKESSON GENERAL MEDICAL	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	65.82	
						11/09/2017	0000066798	MCKESSON GENERAL MEDICAL							65.82	
11/09/17	0000066799	A		11/09/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18	104.88	
						11/09/2017	0000066799	RODGER'S CATERING							104.88	
11/09/17	0000066800	A		11/09/2017	HEALTH CARE LOGISTICS	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	17-18	30.39	
						11/09/2017	0000066800	HEALTH CARE LOGISTICS							30.39	
11/09/17	0000066801	C		11/20/2017	AMAZON	BATTERIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	90.87	
						11/09/2017	0000066801	AMAZON							90.87	
11/09/17	0000066802	P		11/09/2017	AMAZON	INSTR MEDIA MATERIALS/SUPP	Health	01.3	00000.0	04500	70200	4420	1200000	17-18	99.90	

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						11/09/2017	0000066802	AMAZON								99.90
11/09/17	0000066803	A		11/09/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	2,370.93	
						11/09/2017	0000066803	DIVERSIFIED BUSINESS SERVICES								2,370.93
11/09/17	0000066804	C		11/09/2017	CALIFORNIA COLLEGE &	MEMBERSHIPS	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	249.00	
						11/09/2017	0000066804	CALIFORNIA COLLEGE & UNIVERSITY								249.00
11/09/17	0000066805	A		11/09/2017	EMMIS OPERATING CO, dba KPWR	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	17,000.00	
						11/09/2017	0000066805	EMMIS OPERATING CO, dba KPWR								17,000.00
11/09/17	0000066806	C		11/14/2017	EDDY & SON UPHOLSTERY	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	499.24	
						11/09/2017	0000066806	EDDY & SON UPHOLSTERY								499.24
11/09/17	0000066807	A		11/09/2017	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5830	6460000	17-18	9,453.76	
						11/09/2017	0000066807	DIVERSIFIED BUSINESS SERVICES								9,453.76
11/09/17	0000066808	P		11/09/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	502.89	
						11/09/2017	0000066808	BANK OF AMERICA								502.89
11/09/17	0000066809	A		11/09/2017	MMZ PRINTING AND GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	17-18	1,231.88	
						11/09/2017	0000066809	MMZ PRINTING AND GRAPHICS								1,231.88
11/09/17	0000066810	C		11/09/2017	CA DENTAL HYGIENE EDUCATOR'S	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04500	70200	5210	6190000	17-18	325.00	
						11/09/2017	0000066810	CA DENTAL HYGIENE EDUCATOR'S ASSOCIATION								325.00
11/09/17	0000066811	P		11/09/2017	NEED TO ADD VENDOR	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	200.15	

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						11/09/2017	0000066811				NEED TO ADD VENDOR					200.15
11/09/17	0000066812	A		11/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	17-18	131.96	
						11/09/2017	0000066812				BANK OF AMERICA					131.96
11/09/17	0000066813	C		11/09/2017	LIONS GATE HOTEL	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	17-18	248.34	
						11/09/2017	0000066813				LIONS GATE HOTEL					248.34
11/09/17	0000066814	C		11/09/2017	JACOBS, CHRIS	CONFERENCE AND TRAVEL	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	5210	0900000	17-18	14,400.00	
						11/09/2017	0000066814				JACOBS, CHRIS					14,400.00
11/09/17	0000066815	A		11/09/2017	FOUNDATION FOR CALIFORNIA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	17-18	310.00	
						11/09/2017	0000066815				FOUNDATION FOR CALIFORNIA COMMUNITY COLL					310.00
11/13/17	0000066816	C		11/13/2017	CERRITOS COMMUNITY	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	17-18	1,589.50	
						11/13/2017	0000066816				CERRITOS COMMUNITY COLLEGE DISTRICT					1,589.50
11/13/17	0000066817	A		11/13/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	6460	6722000	17-18	973.07	
						11/13/2017	0000066817				GOLDEN STAR TECHNOLOGY INC.					973.07
11/13/17	0000066818	C		11/13/2017	FIERRO, JOSE	CATERING SERVICES	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	17-18	122.44	
						11/13/2017	0000066818				FIERRO, JOSE					122.44
11/13/17	0000066819	A		11/13/2017	PCC NETWORK SOLUTIONS	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5810	6722000	17-18	865.41	
						11/13/2017	0000066819				PCC NETWORK SOLUTIONS					865.41
11/13/17	0000066820	P		11/13/2017	AMAZON	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	17-18	504.00	

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						11/13/2017	0000066820	AMAZON								504.00
11/13/17	0000066821	A		11/18/2017	AMAZON	BOOKS	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	104.45	
						11/13/2017	0000066821	AMAZON								104.45
11/13/17	0000066822	A		11/13/2017	HAAS FACTORY OUTLET	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	6410	0900000	17-18	23,314.00	
						11/13/2017	0000066822	HAAS FACTORY OUTLET								23,314.00
11/13/17	0000066823	A		11/13/2017	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00100	02600	4325	0958000	17-18	2,610.85	
						11/13/2017	0000066823	CLASSIC BODY SUPPLY, INC.								2,610.85
11/13/17	0000066824	A		11/13/2017	DIVERSIFIED BUSINESS SERVICES	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	4320	1400000	17-18	268.28	
						11/13/2017	0000066824	DIVERSIFIED BUSINESS SERVICES								268.28
11/13/17	0000066825	A		11/13/2017	DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4550	3057000	17-18	1,525.91	
						11/13/2017	0000066825	DERMALOGICA								1,525.91
11/13/17	0000066826	A		11/13/2017	EUROCAR-BENCH SYSTEMS	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	17-18	491.48	
						11/13/2017	0000066826	EUROCAR-BENCH SYSTEMS								491.48
11/14/17	0000066827	A		11/14/2017	LEE VALLEY TOOLS LTD.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	469.15	
						11/14/2017	0000066827	LEE VALLEY TOOLS LTD.								469.15
11/14/17	0000066828	C		11/14/2017	PARAMOUNT CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	163.00	
						11/14/2017	0000066828	PARAMOUNT CHAMBER OF COMMERCE, INC								163.00
11/14/17	0000066829	C		11/14/2017	NORWALK COMMUNITY	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	17-18	20.00	

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						11/14/2017	0000066829									20.00
11/14/17	0000066830	C		11/14/2017	CSSO ORG	CONFERENCE AND TRAVEL	Student Personnel	01.0	00000.0	00000	03100	5210	6450000	17-18	495.00	
						11/14/2017	0000066830									495.00
11/14/17	0000066831	P		11/14/2017	AMAZON	COMPUTER SUPP/EQUIP	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	17-18	67.44	
						11/14/2017	0000066831									67.44
11/14/17	0000066832	P		11/15/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	140.68	
						11/14/2017	0000066832									140.68
11/14/17	0000066833	C		11/14/2017	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	17-18	735.00	
						11/14/2017	0000066833									735.00
11/15/17	0000066834	P		11/15/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	59.90	
						11/15/2017	0000066834									59.90
11/15/17	0000066835	P		11/15/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	115.95	
						11/15/2017	0000066835									115.95
11/15/17	0000066836	P		11/30/2017	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	604.10	
						11/15/2017	0000066836									604.10
11/15/17	0000066837	A		11/15/2017	GOLDEN STAR TECHNOLOGY INC.	EQUIPMENT RENTAL/LEASE	Admissions	01.0	00000.0	00000	03800	6460	6225000	17-18	10,201.03	
						11/15/2017	0000066837									10,201.03
11/15/17	0000066838	C		11/15/2017	BUDGET RENT A CAR	RENTS/RENTALS	Letters	01.0	00000.0	00100	04400	5610	1551000	17-18	856.50	

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11/15/17	0000066838	C		11/15/2017	BUDGET RENT A CAR	RENTS/RENTALS	Student Personnel	01.0	00000.0	00100	04400	5610	6450000	17-18	143.43	
				11/15/2017			0000066838			BUDGET RENT A CAR						999.93
11/15/17	0000066839	P		11/15/2017	BANK OF AMERICA	BOOKS	Oth Instr Sup Services	01.3	00000.0	79000	73330	4550	6190000	17-18	85.00	
				11/15/2017			0000066839			BANK OF AMERICA						85.00
11/15/17	0000066840	A		11/15/2017	AMERICAN THERMOFORM	PAPER PRODUCTS AND PAPERBOARD	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	289.01	
				11/15/2017			0000066840			AMERICAN THERMOFORM						289.01
11/15/17	0000066841	A		11/27/2017	NCS PEARSON, INC.	LICENSE/FEES	CIS	01.3	00000.0	06003	73460	7630	0700000	17-18	2,656.65	
						SOFTWARE		01.3	00000.0	06003	73460	6310	0700000	17-18	9,343.35	
				11/15/2017			0000066841			NCS PEARSON, INC.						12,000.00
11/15/17	0000066842	A		11/15/2017	MENKE MARKING DEVICES INC.	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	17-18	72.27	
				11/15/2017			0000066842			MENKE MARKING DEVICES INC.						72.27
11/15/17	0000066843	P		11/15/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	336.00	
				11/15/2017			0000066843			BANK OF AMERICA						336.00
11/15/17	0000066844	C		11/15/2017	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	17-18	104.09	
				11/15/2017			0000066844			MCKINLEY, COLLEEN						104.09
11/15/17	0000066845	A		11/15/2017	GOODHEART-WILCOX	MISCELLANEOUS	Instructional Office	39.1	00000.0	00006	79850	4100	6016000	17-18	473.04	
				11/15/2017			0000066845			GOODHEART- WILCOX						473.04
11/15/17	0000066846	A		11/15/2017	KLEIN EDUCATIONAL SYSTEMS, INC	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	17-18	9,691.88	
				11/15/2017			0000066846			KLEIN EDUCATIONAL SYSTEMS, INC						9,691.88

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11/15/17	0000066847	P		11/15/2017	SHELL FLEET PLUS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	114.23	
						11/15/2017	0000066847				SHELL FLEET PLUS					114.23
11/15/17	0000066848	A		11/15/2017	PACIFIC PARKING SYSTEMS INC.	LOCKS AND KEYS	Parking	39.5	00000.0	00000	79800	5640	6950000	17-18	1,100.86	
						11/15/2017	0000066848				PACIFIC PARKING SYSTEMS INC.					1,100.86
11/15/17	0000066849	A		11/15/2017	ULINE	TEST/TEST MATERIALS	Disabled Students	01.3	00000.0	00000	79000	4550	6420000	17-18	144.54	
						11/15/2017	0000066849				ULINE					144.54
11/15/17	0000066850	P		11/15/2017	SCM GROUP USA INC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	140.28	
						11/15/2017	0000066850				SCM GROUP USA INC					140.28
11/15/17	0000066851	A		11/15/2017	CLASSIC BODY SUPPLY, INC.	MISCELLANEOUS	Sanitation-Public Health Tech	01.0	00000.0	00000	02600	4320	0958000	17-18	1,827.14	
						11/15/2017	0000066851				CLASSIC BODY SUPPLY, INC.					1,827.14
11/15/17	0000066852	A		11/15/2017	CAMERON WELDING SUPPLY	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	17-18	3,561.07	
						11/15/2017	0000066852				CAMERON WELDING SUPPLY					3,561.07
11/15/17	0000066853	A		11/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	17-18	157.96	
						11/15/2017	0000066853				BANK OF AMERICA					157.96
11/15/17	0000066854	P		11/15/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	17-18	437.16	
						11/15/2017	0000066854				BANK OF AMERICA					437.16
11/15/17	0000066855	P		11/15/2017	SAW STOP LLC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	127.00	
						11/15/2017	0000066855				SAW STOP LLC					127.00

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11/15/17	0000066856	P		11/15/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	17-18	147.90	
						11/15/2017	0000066856	AMAZON								147.90
11/15/17	0000066857	A		11/15/2017	PERFORMANCE ENVELOPE INC	ENVELOPES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	17-18	1,955.23	
						11/15/2017	0000066857	PERFORMANCE ENVELOPE INC								1,955.23
11/16/17	0000066858	A		11/16/2017	WESTERN AUDIO VISUAL & VIDEO	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	6450	4900000	17-18	1,334.49	
						11/16/2017	0000066858	WESTERN AUDIO VISUAL & VIDEO CORP.								1,334.49
11/16/17	0000066859	A		11/16/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	556.12	
						11/16/2017	0000066859	GOLDEN STAR TECHNOLOGY INC.								556.12
11/16/17	0000066860	A		11/16/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	17-18	11,482.77	
						11/16/2017	0000066860	GOLDEN STAR TECHNOLOGY INC.								11,482.77
11/16/17	0000066861	P		11/16/2017	AMAZON	INSTRUCTIONAL SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	17-18	11.76	
						11/16/2017	0000066861	AMAZON								11.76
11/16/17	0000066862	A		11/16/2017	RAN GRAPHICS	ADVERTISING	Health Professions	01.0	00000.0	00000	02530	5830	1201000	17-18	180.25	
						11/16/2017	0000066862	RAN GRAPHICS								180.25
11/16/17	0000066863	C		11/16/2017	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	17-18	1,672.20	
						11/16/2017	0000066863	AMERICAN FIDELITY ADMINISTRATIVE SERVICE								1,672.20
11/16/17	0000066864	P		11/16/2017	BANK OF AMERICA	MISCELLANEOUS	Oth Instr Sup Services	01.0	00000.0	00000	01210	5810	6190000	17-18	550.00	
						11/16/2017	0000066864	BANK OF AMERICA								550.00

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11/17/17	0000066865	C		11/20/2017	FRANTONE'S PIZZA	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	272.25	
				11/17/2017			0000066865			FRANTONE'S PIZZA						272.25
11/17/17	0000066866	C		11/20/2017	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	855.50	
				11/17/2017			0000066866			LIEBERT CASSIDY WHITMORE						855.50
11/17/17	0000066867	A		11/20/2017	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	07005	73460	4550	6730000	17-18	107.84	
				11/17/2017			0000066867			DIVERSIFIED BUSINESS SERVICES						107.84
11/17/17	0000066868	A		11/20/2017	PCC NETWORK SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	906.58	
				11/17/2017			0000066868			PCC NETWORK SOLUTIONS						906.58
11/17/17	0000066869	C		11/20/2017	PARKER & COVERT, L.L.P.	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	6,700.49	
				11/17/2017			0000066869			PARKER & COVERT, L.L.P.						6,700.49
11/17/17	0000066870	P		11/20/2017	AMAZON	BOOKS	Health Services	69.0	00000.0	00000	03310	4550	6440000	17-18	476.33	
				11/17/2017			0000066870			AMAZON						476.33
11/17/17	0000066871	C		11/17/2017	POINT AND CLICK SOLUTIONS, INC.	SOFTWARE	Health Services	69.0	00000.0	00000	03310	6310	6440000	17-18	11,890.00	
				11/17/2017			0000066871			POINT AND CLICK SOLUTIONS, INC.						11,890.00
11/17/17	0000066872	A		11/20/2017	PCC NETWORK SOLUTIONS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	409.00	
				11/17/2017			0000066872			PCC NETWORK SOLUTIONS						409.00
11/17/17	0000066873	P		11/20/2017	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	17-18	14.99	
				11/17/2017			0000066873			AMAZON						14.99
11/17/17	0000066874	C		11/17/2017	CSMCS	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	50.00	

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						11/17/2017	0000066874	CSMCS								50.00
11/18/17	0000066875	C		11/18/2017	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	17-18	5,077.50	
						11/18/2017	0000066875	ATKINSON, ANDELSON, LOYA, RUUD								5,077.50
11/18/17	0000066876	A		11/18/2017	EWING IRRIGATION PRODUCTS &	LANDSCAPE/GARDENI NG SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	17-18	3,500.72	
						11/18/2017	0000066876	EWING IRRIGATION PRODUCTS & INDUSTRIAL P								3,500.72
11/18/17	0000066877	C		11/18/2017	QASQAS, AREEJ	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	10.00	
						11/18/2017	0000066877	QASQAS, AREEJ								10.00
11/18/17	0000066878	A		11/18/2017	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65062	6130	7100000	17-18	10,000.00	
						11/18/2017	0000066878	VERNE'S PLUMBING								10,000.00
11/18/17	0000066879	A		11/18/2017	A-THRONE COMPANY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64011	6130	7100000	17-18	5,976.67	
						11/18/2017	0000066879	A-THRONE COMPANY, INC.								5,976.67
11/18/17	0000066880	A		11/18/2017	SADDLEBACK SPORTS	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	17-18	360.00	
						11/18/2017	0000066880	SADDLEBACK SPORTS								360.00
11/18/17	0000066881	A		11/18/2017	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.0	00000.0	00000	02530	4325	1222000	17-18	1,542.18	
						11/18/2017	0000066881	DYNATRONICS CORP								1,542.18
11/18/17	0000066882	A		11/18/2017	STANLEY SECURITY SOLUTIONS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	2,000.00	
						11/18/2017	0000066882	STANLEY SECURITY SOLUTIONS, INC.								2,000.00
11/18/17	0000066883	A		11/18/2017	H2 ENVIRONMENTAL	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64035	6130	7100000	17-18	11,135.00	

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						11/18/2017	0000066883	H2 ENVIRONMENTAL								11,135.00
11/18/17	0000066884	A		11/18/2017	STATE WATER RESOURCES	MISCELLANEOUS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	17-18	652.00	
						11/18/2017	0000066884	STATE WATER RESOURCES CONTROL								652.00
11/18/17	0000066885	A		11/20/2017	GEORGE YARDLEY COMPANY	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	5,049.00	
						11/18/2017	0000066885	GEORGE YARDLEY COMPANY								5,049.00
11/18/17	0000066886	A		11/18/2017	MSJ DEVELOPMENT	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	210.00	
						11/18/2017	0000066886	MSJ DEVELOPMENT								210.00
11/18/17	0000066887	A		11/18/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	2,940.00	
						11/18/2017	0000066887	INTEGRATED INTERIORS, INC.								2,940.00
11/18/17	0000066888	A		11/18/2017	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	5,439.85	
						11/18/2017	0000066888	DEL MAR FLOOR COVERING INC.								5,439.85
11/18/17	0000066889	P		11/18/2017	BANK OF AMERICA	MISCELLANEOUS	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	17-18	12.66	
						11/18/2017	0000066889	BANK OF AMERICA								12.66
11/18/17	0000066890	C		11/18/2017	HYATT REGENCY, SACRAMENTO	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70310	5210	6190000	17-18	958.60	
						11/18/2017	0000066890	HYATT REGENCY, SACRAMENTO								958.60
11/20/17	0000066891	P		11/20/2017	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18	49.57	
						11/20/2017	0000066891	AMAZON								49.57
11/20/17	0000066892	C		11/20/2017	CURRY, VICKY	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18	103.98	

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				11/20/2017			0000066892										103.98
11/20/17	0000066893	C		11/20/2017	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18		138.27	
				11/20/2017			0000066893										138.27
11/20/17	0000066894	C		11/20/2017	FRANTONE'S PIZZA	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	17-18		61.18	
				11/20/2017			0000066894										61.18
11/20/17	0000066895	C		11/20/2017	CISOA (CONFERENCE)	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	17-18		470.00	
				11/20/2017			0000066895										470.00
11/20/17	0000066896	C		11/20/2017	DOUBLETREE BY HILTON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5210	6780000	17-18		484.76	
				11/20/2017			0000066896										484.76
11/20/17	0000066897	C		11/20/2017	FABISH, DAVID	REIMBURSEMENT	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18		513.77	
				11/20/2017			0000066897										513.77
11/20/17	0000066898	A		11/21/2017	KI	FURNITURE, OFFICE	Instructional Office	01.0	00000.0	00000	02110	6460	6016000	17-18		1,651.36	
				11/20/2017			0000066898										1,651.36
11/20/17	0000066899	C		11/20/2017	1517 MEDIA	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18		45.30	
				11/20/2017			0000066899										45.30
11/20/17	0000066900	A		11/20/2017	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4320	1240200	17-18		578.13	
				11/20/2017			0000066900										578.13
11/21/17	0000066901	A		11/21/2017	CHRISTIAN PRINTING SERVICE	NON-INSTRUCTIONAL SUPPLIES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	17-18		375.59	
				11/21/2017			0000066901										375.59

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11/21/17	0000066902	A		11/21/2017	CHRISTIAN PRINTING SERVICE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	17-18	764.31	
						11/21/2017	0000066902				CHRISTIAN PRINTING SERVICE					764.31
11/21/17	0000066903	C		11/21/2017	HISPANIC ASSOCIATION OF	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	17-18	791.00	
						11/21/2017	0000066903				HISPANIC ASSOCIATION OF					1,582.00
11/21/17	0000066904	A		11/21/2017	FLOWER COMPANY, THE	FLORISTS	General Administration	01.0	00000.0	00000	01200	4550	6006000	17-18	60.22	
						11/21/2017	0000066904				FLOWER COMPANY, THE					60.22
11/21/17	0000066905	P		11/21/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6310	0501000	17-18	4,499.10	
						11/21/2017	0000066905				OFFICE DEPOT/BUSINESS SVCS DIV					4,499.10
11/21/17	0000066906	A		11/21/2017	TCB PRINTING	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	4320	0501000	17-18	26.28	
						11/21/2017	0000066906				TCB PRINTING					26.28
11/21/17	0000066907	C		11/21/2017	PAGAN, VINNY	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	500.00	
						11/21/2017	0000066907				PAGAN, VINNY					500.00
11/21/17	0000066908	C		11/21/2017	MCKINLEY, COLLEEN	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75285	4550	6190000	17-18	108.35	
						11/21/2017	0000066908				MCKINLEY, COLLEEN					108.35
11/21/17	0000066909	C		11/30/2017	OMNIUPDATE, INC.	NONPUBLIC SCHOOLS SERVICE	Physical Property-Related	41.1	00000.0	00004	73840	6410	7100000	17-18	12,000.00	
						11/21/2017	0000066909				OMNIUPDATE, INC.					12,000.00
11/21/17	0000066910	A		11/21/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	52.43	
						11/21/2017	0000066910				OFFICE DEPOT/BUSINESS SVCS DIV					52.43

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11/21/17	0000066911	C		11/21/2017	DEEMAK, VICTOR	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	17-18	250.00	
				11/21/2017			0000066911			DEEMAK, VICTOR						250.00
11/21/17	0000066912	A		11/21/2017	RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	705.85	
				11/21/2017			0000066912			RAN GRAPHICS						705.85
11/21/17	0000066913	A		11/21/2017	ELECTRONIX EXPRESS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	122.09	
				11/21/2017			0000066913			ELECTRONIX EXPRESS						122.09
11/21/17	0000066914	A		11/21/2017	JK ELECTRONICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	17-18	1,237.30	
				11/21/2017			0000066914			JK ELECTRONICS						1,237.30
11/21/17	0000066915	A		11/21/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	631.71	
				11/21/2017			0000066915			OFFICE DEPOT/BUSINESS SVCS DIV						631.71
11/21/17	0000066916	C		11/21/2017	ON COURSE CONFERENCE	CONFERENCE AND TRAVEL	Letters	01.0	00000.0	00000	02550	5210	1551000	17-18	725.00	
				11/21/2017			0000066916			ON COURSE CONFERENCE						725.00
11/21/17	0000066917	A		11/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01900	01100	5210	6005000	17-18	278.40	
				11/21/2017			0000066917			BANK OF AMERICA						278.40
11/21/17	0000066918	C		11/21/2017	CARRILLO, ROSA	MISCELLANEOUS	Counseling-Guidance	39.0	00000.0	00000	74300	4550	6310000	17-18	42.41	
				11/21/2017			0000066918			CARRILLO, ROSA						42.41
11/21/17	0000066919	C		11/21/2017	CARRILLO, ROSA	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	17-18	363.66	
				11/21/2017			0000066919			CARRILLO, ROSA						363.66

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/27/17	0000066920	A		11/29/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00005	73840	6450	7100000	17-18	38,339.07	
				11/27/2017			0000066920				GOLDEN STAR TECHNOLOGY INC.				38,339.07	
11/27/17	0000066921	A		11/28/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Nursing	01.0	00000.0	00000	02530	4325	1230000	17-18	9,443.16	
				11/27/2017			0000066921				CONCORDANCE HEALTHCARE SOLUTIONS				9,443.16	
11/27/17	0000066922	A		11/28/2017	KANOPY LLC	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00007	79850	6310	4900000	17-18	10,000.00	
				11/27/2017			0000066922				KANOPY LLC				10,000.00	
11/27/17	0000066923	A		11/29/2017	ANIXTER	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65050	6130	7100000	17-18	11,071.22	
				11/27/2017			0000066923				ANIXTER				11,071.22	
11/27/17	0000066924	A		11/28/2017	MCKESSON GENERAL MEDICAL	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	17-18	387.49	
				11/27/2017			0000066924				MCKESSON GENERAL MEDICAL				387.49	
11/27/17	0000066925	A		11/28/2017	STAPLES ADVANTAGE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76615	4550	6190000	17-18	567.34	
				11/27/2017			0000066925				STAPLES ADVANTAGE				567.34	
11/27/17	0000066926	A		11/28/2017	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	17-18	5,356.10	
				11/27/2017			0000066926				CONCORDANCE HEALTHCARE SOLUTIONS				5,356.10	
11/27/17	0000066927	A		11/29/2017	SIMPLEX GRINNELL LP	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	62,602.73	
				11/27/2017			0000066927				SIMPLEX GRINNELL LP				62,602.73	
11/27/17	0000066928	A		11/27/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	17-18	161.20	
				11/27/2017			0000066928				BANK OF AMERICA				161.20	

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11/27/17	0000066929	C		11/27/2017	CAIN, JEFFREY B.	CONTRACT SERVICES RENDERED	Fine & Applied Arts	01.0	00000.0	00000	02520	5810	1051000	17-18	250.00	
						11/27/2017	0000066929									250.00
11/27/17	0000066930	C		11/27/2017	CYPIS, DORIT	CONTRACT SERVICES RENDERED	Fine & Applied Arts	01.0	00000.0	00000	02520	5810	1051000	17-18	250.00	
						11/27/2017	0000066930									250.00
11/27/17	0000066931	C		11/27/2017	LA FREEWAVES	CONTRACT SERVICES RENDERED	Fine & Applied Arts	01.0	00000.0	00000	02520	5810	1051000	17-18	1,000.00	
						11/27/2017	0000066931									1,000.00
11/27/17	0000066932	C		11/27/2017	CARRETERO, AARON ACE	CONTRACT SERVICES RENDERED	Fine & Applied Arts	01.0	00000.0	00000	02520	5810	1051000	17-18	500.00	
						11/27/2017	0000066932									500.00
11/27/17	0000066933	C		11/27/2017	QUICK, KRISTIN	CONTRACT SERVICES RENDERED	Fine & Applied Arts	01.0	00000.0	00000	02520	5810	1051000	17-18	1,000.00	
						11/27/2017	0000066933									1,000.00
11/28/17	0000066934	C		11/28/2017	REGISTRATIONS FOR YOU	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	04900	70200	5210	6190000	17-18	650.00	
						11/28/2017	0000066934									650.00
11/28/17	0000066935	C		11/28/2017	HYATT REGENCY, SACRAMENTO	HOTELS	Oth Instr Sup Services	01.3	00000.0	04900	70200	5210	6190000	17-18	756.20	
						11/28/2017	0000066935									756.20
11/28/17	0000066936	A		11/28/2017	AUTOMATION DIRECT	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	315.92	
						11/28/2017	0000066936									315.92
11/28/17	0000066937	A		11/28/2017	MCMaster CARR SUPPLY CO.	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	4320	0976000	17-18	535.66	
						11/28/2017	0000066937									535.66

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11/28/17	0000066938	A		11/28/2017	VERISURF SOFTWARE	SOFTWARE	Numerical Contr	01.0	00000.0	00000	02600	6310	0976000	17-18	390.00	
				11/28/2017			0000066938			VERISURF SOFTWARE						390.00
11/28/17	0000066939	A		11/28/2017	AIRWOLF 3D	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	1,116.35	
								01.3	00000.0	01000	71646	6450	0900000	17-18	4,522.35	
				11/28/2017			0000066939			AIRWOLF 3D						5,638.70
11/28/17	0000066940	A	1	11/28/2017	OPUS USA INC	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5610	0960000	17-18	2,792.25	
							District	01.0	00000.0	00000	00000	9330	0000000	17-18	2,792.25	
				11/28/2017			0000066940			OPUS USA INC						5,584.50
11/28/17	0000066941	A		11/28/2017	TESTING MACHINES INC.	PLASTICS SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70265	6410	0900000	17-18	6,787.48	
				11/28/2017			0000066941			TESTING MACHINES INC.						6,787.48
11/28/17	0000066942	A		11/29/2017	B & H PHOTO VIDEO	LABORATORY SUPP/EQUIP	Computer Graphics	01.0	00000.0	00100	02520	4325	1030200	17-18	518.77	
				11/28/2017			0000066942			B & H PHOTO VIDEO						518.77
11/28/17	0000066943	A		11/30/2017	HIROHAMA, STEVEN	REPAIRS - OTHER	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	17-18	113.12	
				11/28/2017			0000066943			HIROHAMA, STEVEN						113.12
11/28/17	0000066944	A		11/29/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	17-18	13.96	
				11/28/2017			0000066944			OFFICE DEPOT/BUSINESS SVCS DIV						13.96
11/28/17	0000066945	A		11/29/2017	GRAPHIC CHEMICAL & INK CO.	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.0	00000.0	00100	02520	4325	1099000	17-18	57.44	
				11/28/2017			0000066945			GRAPHIC CHEMICAL & INK CO.						57.44
11/28/17	0000066946	A		11/30/2017	ONG, DUSTIN	REIMBURSEMENT	Fine & Applied Arts	01.0	00000.0	00000	02520	5630	1051000	17-18	39.89	

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						11/28/2017	0000066946	ONG, DUSTIN								39.89
11/28/17	0000066947	A		11/29/2017	SAMY 'S CAMERA	LABORATORY SUPP/EQUIP	Computer Graphics	01.0	00000.0	00100	02520	4325	1030200	17-18	208.04	
						11/28/2017	0000066947	SAMY 'S CAMERA								208.04
11/28/17	0000066948	A		11/29/2017	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	17-18	887.92	
						11/28/2017	0000066948	OFFICE DEPOT/BUSINESS SVCS DIV								887.92
11/28/17	0000066949	A		11/29/2017	MENKE MARKING DEVICES INC.	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	17-18	67.35	
						11/28/2017	0000066949	MENKE MARKING DEVICES INC.								67.35
11/28/17	0000066950	A		11/29/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	17-18	217.38	
						11/28/2017	0000066950	GOLDEN STAR TECHNOLOGY INC.								217.38
11/28/17	0000066951	A		11/29/2017	VINTAGE KING AUDIO	MUSICAL INSTRUMENTS/SUPP	Fine Arts	01.3	00000.0	03600	70200	6450	1000000	17-18	3,230.25	
						11/28/2017	0000066951	VINTAGE KING AUDIO								3,230.25
11/28/17	0000066952	A		11/29/2017	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	17-18	414.98	
						11/28/2017	0000066952	OFFICE DEPOT/BUSINESS SVCS DIV								414.98
11/29/17	0000066953	A		11/29/2017	COUNTY OF LOS ANGELES	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	17-18	1,440.00	
						11/29/2017	0000066953	COUNTY OF LOS ANGELES								1,440.00
11/29/17	0000066954	A		11/29/2017	SCANTRON CORPORATION	INSTRUCTIONAL SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	17-18	228.72	
						11/29/2017	0000066954	SCANTRON CORPORATION								228.72
11/29/17	0000066955	A		11/29/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76615	4550	6190000	17-18	3,425.17	

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				11/29/2017			0000066955				OFFICE DEPOT/BUSINESS SVCS DIV					3,425.17
11/29/17	0000066956	A		11/29/2017	AIRGAS USA, LLC	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	17-18	1,171.65	
				11/29/2017			0000066956				AIRGAS USA, LLC					1,171.65
11/29/17	0000066957	A		11/29/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	4320	4900000	17-18	3,497.23	
				11/29/2017			0000066957				GOLDEN STAR TECHNOLOGY INC.					3,497.23
11/29/17	0000066958	A		11/29/2017	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	17-18	11,577.70	
				11/29/2017			0000066958				GOLDEN STAR TECHNOLOGY INC.					11,577.70
11/29/17	0000066959	A		11/29/2017	APPLE INC	COMPUTER SUPP/EQUIP	Child Development	01.3	00000.0	00000	70780	6450	6920000	17-18	3,185.34	
								01.3	00000.0	00000	70780	4320	6920000	17-18	275.85	
								01.3	00000.0	00000	70780	5810	6920000	17-18	199.00	
				11/29/2017			0000066959				APPLE INC					3,660.19
11/29/17	0000066960	A		11/29/2017	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	17-18	494.80	
								42.2	00000.0	00000	65040	5730	7100000	17-18	4,094.72	
				11/29/2017			0000066960				PUBLIC AGENCY LAW GROUP					4,589.52
11/29/17	0000066961	A		11/29/2017	CORONA CLAY	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	17-18	2,208.00	
				11/29/2017			0000066961				CORONA CLAY					2,208.00
11/29/17	0000066962	A		11/29/2017	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	12,872.40	
				11/29/2017			0000066962				DEL MAR FLOOR COVERING INC.					12,872.40
11/29/17	0000066963	A		11/29/2017	INTEGRATED INTERIORS, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	5,005.00	

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						11/29/2017	0000066963									5,005.00
						11/29/2017	0000066964									14,800.00
11/29/17	0000066964	A		11/29/2017	KAR TINT, INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	14,800.00	
						11/29/2017	0000066964									14,800.00
11/29/17	0000066965	A		11/29/2017	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	4,041.83	
						11/29/2017	0000066965									4,041.83
11/29/17	0000066966	A		11/29/2017	COUNTY OF LOS ANGELES	FEES, LICENSE	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	5882	1306300	17-18	325.00	
						11/29/2017	0000066966									325.00
11/29/17	0000066967	A		11/29/2017	OSCAR'S ELECTRIC INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	1,100.00	
						11/29/2017	0000066967									1,100.00
11/29/17	0000066968	A		11/29/2017	BUDGET RENT A CAR	RENTS/RENTALS	Letters	01.0	00000.0	00100	04400	5610	1551000	17-18	598.88	
						11/29/2017	0000066968									598.88
11/29/17	0000066969	A		11/29/2017	LAVARIERE, CYNTHIA	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	17-18	2,000.00	
						11/29/2017	0000066969									2,000.00
11/29/17	0000066970	A		11/29/2017	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	17-18	474.68	
						11/29/2017	0000066970									474.68
11/30/17	0000066971	A		12/01/2017	STATIREF	PHYSICAL THERAPY SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	10001	70260	5810	0900000	17-18	17,412.00	
						11/30/2017	0000066971									17,412.00
11/30/17	0000066972	A		11/30/2017	VUONG, MICHAEL	NON-INSTRUCTIONAL SUPPLIES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	17-18	53.33	

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				11/30/2017			0000066972									53.33
11/30/17	0000066973	A		11/30/2017	PR NEWSWIRE ASSOCIATION, LLC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	17-18	350.00	
				11/30/2017			0000066973									350.00
11/30/17	0000066974	A		11/30/2017	DISCOUNT IRON FENCE & GATE INC	REPAIRS - OTHER	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	1,000.00	
				11/30/2017			0000066974									1,000.00
11/30/17	0000066975	P		11/30/2017	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	17-18	165.00	
				11/30/2017			0000066975									165.00
11/30/17	0000066976	A		11/30/2017	HOLIDAY INN EXPRESS & SUITES	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	17-18	189.62	
				11/30/2017			0000066976									189.62
11/30/17	0000066977	A		11/30/2017	NaBITA	CONFERENCE AND TRAVEL	Parking	39.5	00000.0	00000	79800	5210	6950000	17-18	499.00	
				11/30/2017			0000066977									499.00
11/30/17	0000066978	A		12/01/2017	CALIFORNIA COMMUNITY	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	17-18	535.00	
				11/30/2017			0000066978									535.00
11/30/17	0000066979	A		12/01/2017	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	17-18	392.02	
				11/30/2017			0000066979									392.02
11/30/17	0000066980	P		11/30/2017	BANK OF AMERICA	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	17-18	128.00	
				11/30/2017			0000066980									128.00
11/20/17	13P015-08	A		11/20/2017	S & K ENGINEERS	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65004	6130	7100000	17-18	9,000.00	

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2017 To 06/30/2018

Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
																9,000.00
				11/20/2017			13P015-08				S & K ENGINEERS					
11/07/17	15C0004B	A		11/08/2017	INNOVATIVE EDUCATORS	MISCELLANEOUS	iFalcon	01.3	00000.0	03001	73460	5810	6194000	17-18	19,995.00	
																19,995.00
				11/07/2017			15C0004B				INNOVATIVE EDUCATORS					
11/20/17	15P010-02A	A		11/20/2017	THE SOLIS GROUP	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65050	6130	7100000	17-18	1,577.00	
																1,577.00
				11/20/2017			15P010-02A				THE SOLIS GROUP					
11/20/17	15P010-05	A		11/20/2017	THE SOLIS GROUP	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65010	6130	7100000	17-18	3,247.00	
																3,247.00
				11/20/2017			15P010-05				THE SOLIS GROUP					
11/20/17	15P010-06	A		11/20/2017	THE SOLIS GROUP	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	64011	6130	7100000	17-18	13,158.00	
																13,158.00
				11/20/2017			15P010-06				THE SOLIS GROUP					
11/30/17	16C0109A	A		11/30/2017	ELUMEN COLLABORATIVE	CONTRACTED SERVICES	Library	01.3	00000.0	00000	71600	6310	6120000	17-18	39,462.00	
																39,462.00
				11/30/2017			16C0109A				ELUMEN COLLABORATIVE LLC					
11/16/17	16P011	A		11/20/2017	DALKE & SONS CONSTRUCTION,	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6220	7100000	17-18	2,485,680.00	
																2,485,680.00
				11/16/2017			16P011				DALKE & SONS CONSTRUCTION, INC.					
11/14/17	17C0026	A		11/14/2017	PARAMOUNT UNIFIED SCHOOL	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	01005	71646	5810	6190000	17-18	24,500.00	
																24,500.00
				11/14/2017			17C0026				PARAMOUNT UNIFIED SCHOOL DISTRICT					
11/28/17	17C0044	A		11/28/2017	THOMSON WEST	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6320	6120000	17-18	120,154.28	
																120,154.28
				11/28/2017			17C0044				THOMSON WEST					
11/13/17	17C0064	A		11/13/2017	O'CONNELL, JALON M.	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	17-18	2,500.00	

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WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
				11/13/2017			17C0064				O'CONNELL, JALON M.					2,500.00
11/13/17	17C0072	A		11/13/2017	DIAZ, VALERIE	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
				11/13/2017			17C0072				DIAZ, VALERIE					300.00
11/13/17	17C0073	A		11/13/2017	TOVAR, LILIANA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
				11/13/2017			17C0073				TOVAR, LILIANA					300.00
11/02/17	17C0078	A		11/02/2017	MAI, JENIFER	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	17-18	300.00	
				11/02/2017			17C0078				MAI, JENIFER					300.00
11/14/17	17C0083	A		11/14/2017	BURNEFF, JAMES D.	CONTRACTED SERVICES	Community Service Classes	39.2	00000.0	00000	02310	5810	6820000	17-18	2,500.00	
				11/14/2017			17C0083				BURNEFF, JAMES D.					2,500.00
11/03/17	17C0085	A		11/03/2017	MILLER, DONNA	MISCELLANEOUS	Human Resources	01.3	00000.0	07002	73460	5810	6730000	17-18	800.00	
							Student Personnel	01.3	00000.0	07006	73460	5810	6450000	17-18	800.00	
				11/03/2017			17C0085				MILLER, DONNA					1,600.00
11/15/17	17FC0019	A		11/15/2017	VERNE'S PLUMBING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65062	6130	7100000	17-18	17,995.00	
				11/15/2017			17FC0019				VERNE'S PLUMBING					17,995.00
11/01/17	17FC0020	A		11/01/2017	DEL MAR FLOOR COVERING INC.	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	17-18	24,948.41	
				11/01/2017			17FC0020				DEL MAR FLOOR COVERING INC.					24,948.41
11/06/17	62243A	A		11/06/2017	MEYER CONSTRUCTION	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6120	7100000	17-18	4,245.00	
				11/06/2017			62243A				MEYER CONSTRUCTION SERVICES INC.					4,245.00

Stat: P=Pending, A=Active, C=Completed, X=Canceled

* Prior Year Payments

Report ID: LAPO009C

District: 64360

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Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

WEEKLY

Change															Distrib	
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
11/06/17	63742A	A		11/06/2017	MEYER CONSTRUCTION	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	17-18	5,995.00	
				11/06/2017			63742A				MEYER CONSTRUCTION SERVICES INC.					5,995.00
11/20/17	66780A	P		11/20/2017	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	17-18	470.60	
				11/20/2017			66780A				AMAZON					470.60
11/01/17	APO170437	A		11/01/2017	PAPER RECYCLING & SHREDDING	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	17-18	300.00	
				11/01/2017			APO170437				PAPER RECYCLING & SHREDDING SPECIALISTS					300.00
11/28/17	APO170438	A		11/30/2017	OFFICE DEPOT/BUSINESS	OPEN1	Oth Instr Sup Services	01.0	00000.0	00000	02520	4550	6190000	17-18	700.00	
				11/28/2017			APO170438				OFFICE DEPOT/BUSINESS SVCS DIV					700.00

Total by District : 64360	3,538,002.62	3,538,002.62
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End of Report LAPO009C

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contracts for the Month of November 2017
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ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of November 2017.

FISCAL IMPACT

Funding sources vary and are dependent upon the goods/services purchased.

REPORT SUMMARY

This report of contracts that were processed during the month of November 2017 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

November 2017 – Contracts

**Consideration of Approval of New/Amended Contracts
for the Month of November 2017**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
17C0087	Children's Dental Health Clinic and NLMUSD	Partnering agencies to provide dental health education, oral assessments, and fluoride application at school sites.	11/03/17	11/02/22	No Cost	Health Occupations
17C0088	Jovenes, Inc.	Contractor will provide support to emancipated youth, youth exiting the probation system, crossover youth, and other youth that are currently homeless (or have a high risk of becoming homeless) to access the necessary resources, on or off campus, to allow them to successfully advance and complete post-secondary education opportunities.	11/01/17	06/30/19	No Cost	EOPS
17C0089	Convince & Convert, LLC	Contractor to provide guest speaker services for the Career Technical Education Advisory Committee Annual Breakfast.	03/28/18	03/29/18	\$3,000.00	Perkins
17C0090	The ACME Network	Contractor to provide project guidance and online platform for collaboration in the development of a pilot student-manufacturing project.	09/15/17	06/15/18	\$7,500.00	Technology
17C0091	Loyola Marymount University	Memorandum of Understanding between Contractor and District to provide practicum/internship for Counseling.	08/01/17	07/31/20	No Cost	Human Resources
17C0092	Pax Pharmacy	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Tech program.	12/01/17	11/30/22	No Cost	Health Occupations

*Contract was submitted as a separate Board item due to dollar amount and has already been approved

** No contract was issued under this contract number

***Pending

****For tracking purposes only

**Consideration of Approval of New/Amended Contracts
for the Month of November 2017**

CONSTRUCTION RELATED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
17FC0022	Integrated Interiors	Contractor to provide remodeling service for LC-155.	11/03/17	06/30/18	\$36,900.00	Facilities
17FC0023	Verne's Plumbing	Contractor to provide labor and materials for trench sawing and demolition of gas main at the Gymnasium.	11/06/17	06/30/18	\$30,556.12	Facilities
17FC0024	Preferred Landscape	Contractor to install sandbags at Fine Arts Building and maintain SWPPP requirements.	11/17/17	03/30/18	\$20,700.00	Facilities
17FC0025	Air Conditioning Solutions	Contractor to replace eight (8) variable frequency drives at the Library and LRC	11/17/17	06/30/18	\$35,575.00	Facilities
17FC0026	Lakeland Fence	Contractor to remove and relocated fencing at the corner lot located at 166 th Street and Studebaker Road	11/17/17	06/30/18	\$44,712.99	Facilities
17FC0027	Integrated Interiors	Contractor to provide interior painting work at the Student Center	11/17/17	06/30/18	\$21,920.00	Facilities
17FC0028	Del Mar Floor Covering	Contractor to provide demolition and installation of carpet in the Fiscal Services offices	11/17/17	06/30/18	\$21,931.40	Facilities
17FC0029	Integrated Interiors	Contractor to provide exterior painting work at the Administration Building	11/17/17	06/30/18	\$22,815.00	Facilities
13P035-12	The Vinewood Company, LLC	Contractor to provide inspection services for the Parking Lot Phase 2 project.	11/27/17	01/05/18	\$9,256.60	Facilities
14P011-11	Koury Engineering & Testing, Inc.	Contractor to provide a pavement study for the parking lot improvements for the Parking Lot Phase 2 project.	11/27/17	01/05/18	\$12,084.40	Facilities

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Victor Arreola for College Outreach Coordinator Services for the Strong Workforce Program

ACTION

It is recommended that the Board of Trustees approve the contract with Victor Arreola for College Outreach Coordinator Services for the Strong Workforce Program.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$65,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor’s Office.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

VICTOR ARREOLA

COLLEGE OUTREACH COORDINATOR SERVICES FOR THE STRONG WORKFORCE PROGRAM

Requested by: Mr. Edmund (Rick) Miranda, Jr., Vice President of Academic Affairs

Purpose: The Strong Workforce Program supported by the California Community Colleges Chancellor’s Office will provide for funding to assist the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and prepare workers for placement and advancement in high skill and high demand occupations.

Cerritos College requests to contract with Victor Arreola (“Consultant”) for college outreach coordination services for the Strong Workforce Program as applicable for the college for the period of February 1, 2018 through December 31, 2018, which will allow for staff to meet required program objectives and obligations.

The consultant will be responsible for, but not limited to, the following duties: overall marketing and recruitment efforts for the consortium campuses and CTE programs, new student recruitment,

admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. As a coordinator, the consultant will also work as a team with other campus student outreach and orientation coordinators in developing and implementing college-wide marketing and recruitment strategies.

The consultant will be paid on a time and materials basis at the hourly rate of \$43.00 per hour for a maximum of 35 hours per week, for the not-to-exceed contract amount of \$65,000.

Period: The time period will be from February 1, 2018 through December 31, 2018.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract No. 17C0094, Strong Workforce Program – Victor Arreola

Exhibit B to Contract No. 17C0094, Strong Workforce Program – Victor Arreola – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0094

PARTIES AND DATE

This Agreement is made and entered into this 18th day of **January, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Victor Arreola** ("CONTRACTOR"), an individual, residing at 1816 Geranio Drive, Alhambra, CA 91801. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **College Outreach Coordinator Services for the Strong Workforce Program**; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that she possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 College Outreach Coordinator Services for the Strong Workforce Program, includes, but is not limited to, overall marketing and recruitment efforts for the consortium campuses and CTE programs, new student recruitment, admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. As a coordinator, the CONTRACTOR will also work as a team with other campus student outreach and orientation coordinators in developing and implementing college-wide marketing and recruitment strategies, per Scope of Work (5 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall **College Outreach Coordination Services for the Strong Workforce Program** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **February 1, 2018**, and end on **December 31, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **College Outreach Coordination Services for the Strong Workforce Program** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$43.00 dollars per hour, for a maximum of 35 hours per week**, subject to the **total Not-to-Exceed amount of SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00)**, billed on a time and materials (T&M) basis.

3.2 Expenses. In addition to the service fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under her supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain her work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that she has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Victor Arreola**.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Rick Miranda, Vice President of Academic Affairs, Cerritos Community College District**, or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Victor Arreola** for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that she is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that her employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at her own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or her subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep herself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting her work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that she fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that she has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of her subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or her subcontractors to

meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By her signature hereunder, CONTRACTOR certifies that she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services.

4.17 CONTRACTOR represents that she is an equal opportunity employer and she shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, [her/his] officials, officers, employees, subcontractors, or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until she has provided evidence satisfactory to DISTRICT that she has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at her sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at her expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, her agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of her subcontractors

to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *Automobile Liability*: with limits of not less than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000) per occurrence combined single limit for bodily injury and property damage; (2) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Workers' Compensation Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iii. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 Originality of Services. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

11.2 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 Subcontractors. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or her subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and her officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for her Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 Indemnification. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality.** All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise [her/his] employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and [her/his] employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of [her/his] employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a

reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that [he/she] will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

- 21.0 NON-WAIVER.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and
Contract Administration
Tel: (562) 467-5203

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

The AGREEMENT made and entered on _____, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and _____, an individual residing at _____ ("CONTRACTOR"), is **AMENDED** on _____, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated _____ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

EXHIBIT “B”

Project Name: LEAP (Learn Earn And Prosper)

Consortium Members: Cerritos College, Compton Community College, El Camino College, Los Angeles Mission College, Long Beach City College, Rio Hondo College

Date: January 18, 2018

Prepared By: Cerritos Community College District

Summary

The foundation of the Consortium’s project is to help the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and to prepare workers for placement and advancement in high skill and high demand occupations. Cerritos College has worked closely in partnering with Viridis Learning to build a competency-based platform and, in so doing, connects students to meaningful pathways based upon local employer demand.

Cerritos College and Viridis Learning have created a strong foundation upon which to build, with promising evidence of success and it is time to take this model program to the next level, with trade-eligible workers from multiple campuses securing new careers as the centerpiece. To that end, the Consortium proposes through this project to 1) Recommend (CTE) pathways for learners based upon employer demand 2) Measure student progress toward completion and validate the skills and competencies they have acquired 3) Match qualified students to applicable, local job openings 4) Track student’s employment to and through the workforce to measure economic impact 5) build and expand the capacity to collect and analyze data on educational and employment outcomes of participants for program improvement purposes.

Statement of Work

This effort includes the following:

- **Increase the number of students** in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.
- **Increase the number of quality career technical education pathways** that lead to successful workforce outcomes.
- Address recommendations from the Strong Workforce Task Force, regarding **student services** related to career exploration, job readiness and job placement, and work-based learning.
- **Strategic Alignment**
 - Collaborate with business community, workforce development professionals, and community-based organizations, and to align skills and competencies with the needs of both job seekers and employers.

Statement of Work (cont.)

- Incorporate existing best and promising strategies to meet the core element strategies of accelerating program completion, developing bridges and jumpstarts to enhance expansion, and offer a model that expands to address regional demands.

- **Coordination with Employers and Industry**
 - Industry Alliances.
 - Viridis learning will be significantly involved in all employer recruitment and student job placement of the project.
 - The Viridis platform is a data-driven platform providing validated qualified human capital to employers.
 - Partnership with local WIOA/SELACO WIBs, giving the consortium significant resources to support our strategic plan that expands access, and creates career opportunities for qualified program participants.

- **Outreach & Coordination with Educational Institutions**
 - Cerritos College will provide H.S. (1) & College Outreach (1) Coordinators to facilitate:
 - Campus visit days for H.S. students
 - Offsite presentations to H.S. Students
 - College campus career fairs and information seminars

Work Plan and Project Management

Project Work Plan

Activity	Implement	Deliverable
Increase Number of students in CTE courses		
Student Outreach	Cerritos College	H.S. and College outreach presentations and recruitment for CTE programs and CTE career pathways
Increase % of student completions		
Tracking Students	Consortium Colleges/Viridis	Implementation of the Viridis student tracking/placement platform
Tracking Student Progress Towards Completion	Consortium Colleges	Identify course(s) necessary for student completion of Certificate/Degree and council student towards completion
Match Industry Competencies to Curriculum	Consortium Colleges	Identify National and local competencies by industry and match them to curriculum to create education pathways.
Successful Workforce Outcomes		
Increase internship Opportunities	Consortium Colleges/Viridis	Increased Internships placement through use of Viridis Platform, with the intention of 50% rate of internship to higher
Industry Partner Engagement	Cerritos College/Viridis/Consortium colleges	Improved sector-based engagement with employers within the region through Viridis Learning, local WIOA Offices, and industry outreach
Increase Job Placement %	Cerritos College/Viridis/Consortium colleges	Viridis Platform's employer driven, talent exchange mapping each candidates verified skills and competencies to compatible employers. Employers hire candidates based on matching verified requisite competencies and skills.
Student Employment Tracking	Consortium Colleges/Viridis	Integration of Viridis platform for student tracking and placement
Collectively Market CTE programs to K-12 and employers		
K-12 Outreach	Cerritos College	High school outreach coordinator will schedule CTE sponsored events, tours, camps, and other opportunities for children from kindergarten through high school. These programs are designed to spark interest in CTE programs.
Marketing/Advertising	Cerritos College	CTE Website and Marketing material development
Employer Recruitment	Cerritos College/Viridis Learning	Viridis Markets their proprietary algorithm which automatically matches job requirements to candidates with the appropriate knowledge, skills, ability and interest to industry sector employers.

Project Management

Cerritos College, as lead institution for the Consortium, will assume the responsibilities of project management, to include reporting requirements. Management of the project will require a combination of a dedicated full-time staff hired by the lead institution and part-time staff commitment from all partnering institutions.

The administrative portion of the grant will include three dedicated positions: project manager, college outreach coordinator, and high school outreach coordinator. The hiring for these positions will be the responsibility of the lead institution, Cerritos College.

The Project Manager - will be responsible for the overall project implementation, budget, coordination of activities with consortium members, Viridis Learning, partner industries, communication and reporting to Vice Presidents, and reporting to the California Community Colleges Consortium. This position will report directly to the Dean of CTE at each consortium campus and Vice President of Academic Affairs or designee of the lead institution, Cerritos College. This position will be held by an independent contractor currently hired by Cerritos College with the expectation of completing the hiring process by way of contract. The Project Manager is expected to have knowledge of the culture of workforce development and Community Colleges, along with relevant experience in vocational education and job placement, marketing and outreach experience, and a successful record of complex project management and outcomes.

College Outreach Coordinator – The Student Outreach and Orientation Coordinator is responsible for the overall marketing and recruitment efforts for the consortium campuses and CTE programs. Services include new student recruitment, admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. Coordinator will also work as a team with other campus Student Outreach and Orientation Coordinators in developing and implementing college-wide marketing and recruitment strategies

High School Outreach Coordinator - must exercise significant independent judgment and discretion in creating a professional reputation for consortium CTE programs in the High School market. This position requires 80% field work in completing the duties for systematically identifying and developing the local High School territory by networking and booking classroom presentations to generate high school senior surveys and interest in the campuses CTE programs.

A local Project Lead - will be utilized at each of the consortium colleges to work with the project manager and coordinators in the coordination and reporting efforts of each institution required by the Project Manager. This position will be responsible for all aspects of their representative institution's deliverables. This position will coordinate institutional faculty, Academic Advisors, and IT Dept. responsibilities.

Outcomes

The Consortium's Management and Implementation Teams will track results, promote continuous improvement, and document effective practices and their outcomes using data on progress, implementation, and outcomes measures provided by consortium members and the Viridis Platform.

The Consortium will track and report educational, employment, and earnings outcomes for participants through the Viridis Platform. Collected data will be used to report on participants' educational outcomes, credit attainment rate, attainment of industry-recognized certificates (both less than one year and more than one year), and attainment of degrees.

Community college districts shall meet with the members of their consortium not less than annually (once a semester is recommended) to inform on the delivery of career technical education and workforce development courses, programs, and pathways within the region.

Project Objectives

Consortium Objectives for the project are:

1. Recommend (CTE) pathways for learners based upon employer demand
2. Measure student progress toward completion and validate the skills and competencies they have acquired through use of Viridis Platform.
3. Match qualified students to applicable, local job openings
4. Track student's employment to and through the workforce to measure economic impact
5. Build and expand the capacity to collect and analyze data on educational and employment outcomes of participants for program improvement purposes.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Venea Meyer-Everhart for High School Outreach Coordinator Services for the Strong Workforce Program

ACTION

It is recommended that the Board of Trustees approve the contract with Venea Meyer-Everhart for High School Outreach Coordinator Services for the Strong Workforce Program.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$65,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor’s Office.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

VENEA MEYER-EVERHART

HIGH SCHOOL OUTREACH COORDINATOR SERVICES FOR THE STRONG WORKFORMCE PROGRAM

Requested by: Mr. Edmund (Rick) Miranda, Jr., Vice President of Academic Affairs

Purpose: The Strong Workforce Program supported by the California Community Colleges Chancellor’s Office will provide for funding to assist the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and prepare workers for placement and advancement in high skill and high demand occupations.

Cerritos College requests to contract with Venea Meyer-Everhart (“Consultant”) for high school outreach coordination services for the Strong Workforce Program as applicable for the college for the period of February 1, 2018 through December 31, 2018, which will allow for staff to meet required program objectives and obligations.

The consultant will be responsible for, but not limited to, the following duties: overall marketing and recruitment efforts for the consortium campuses and CTE programs, new student recruitment, admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. Consultant will also work as a team with other campus student outreach and orientation coordinators in developing and implementing college-wide marketing and recruitment strategies. As a high school outreach coordinator, the consultant's responsibilities requires 80% field work in completing the duties for systematically identifying and developing the local high school territory through networking and classroom presentations to generate interest in CTE programs.

The consultant will be paid on a time and materials basis at the hourly rate of \$43.00 per hour for a maximum of 35 hours per week, for the not-to-exceed contract amount of \$65,000.

Period: The time period will be from February 1, 2018 through December 31, 2018.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract No. 17C0095, Strong Workforce Program – Venea Meyer-Everhart
Exhibit B to Contract No. 17C0095, Strong Workforce Program – Venea Meyer-Everhart – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0095

PARTIES AND DATE

This Agreement is made and entered into this 18th day of **January, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Venea Meyer-Everhart** ("CONTRACTOR"), an individual, residing at 3505 Laurel Avenue, Manhattan Beach, CA 90266. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **High School Outreach Coordinator Services for the Strong Workforce Program**; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that she possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 High School Outreach Coordinator Services for the Strong Workforce Program, includes, but is not limited to 80% field work in completing the duties for systematically identifying and developing the local high school territory through networking and classroom presentations to generate interest in CTE programs, per Scope of Work (5 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B"

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services. CONTRACTOR shall provide **High School Outreach Coordination Services for the Strong Workforce Program** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **February 1, 2018**, and end on **December 31, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **High School Outreach Coordination Services for the Strong Workforce Program** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$43.00 dollars per hour, for a maximum of 35 hours per week, subject to the total Not-to-Exceed amount of SIXTY-FIVE THOUSAND AND 00/100 dollars (\$65,000.00)**, billed on a time and materials (T&M) basis.

3.2 Expenses. In addition to the service fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under her supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain her work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that she has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Venea Meyer-Everhart**.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Rick Miranda, Vice President of Academic Affairs, Cerritos Community College District**, or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Venea Meyer-Everhart** for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that she is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that her employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at her own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or her subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep herself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting her work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that she fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that she has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of her subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or her subcontractors to

meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By her signature hereunder, CONTRACTOR certifies that she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services.

4.17 CONTRACTOR represents that she is an equal opportunity employer and she shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, [her/his] officials, officers, employees, subcontractors, or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until she has provided evidence satisfactory to DISTRICT that she has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at her sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at her expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, her agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of her subcontractors

to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *Automobile Liability*: with limits of not less than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000) per occurrence combined single limit for bodily injury and property damage; (2) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Workers' Compensation Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iii. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 Originality of Services. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

11.2 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 Subcontractors. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or her subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and her officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for her Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 Indemnification. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality.** All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise [her/his] employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and [her/his] employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of [her/his] employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a

reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that [he/she] will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

- 21.0 **NON-WAIVER.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22.0 **COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 **ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 **AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 **NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 **SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 **TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 **ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 **NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Mark B. Logan, CPPO, C.P.M.
 Director of Purchasing and
 Contract Administration
 Tel: (562) 467-5203

For Notices: Cerritos Community College District

CONTRACTOR:

Representative: _____
 (Name & Title)

Tel: _____

For Notices: _____

Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

The AGREEMENT made and entered on _____, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and _____, an individual residing at _____ ("CONTRACTOR"), is **AMENDED** on _____, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated _____ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

EXHIBIT “B”

Project Name: LEAP (Learn Earn And Prosper)

Consortium Members: Cerritos College, Compton Community College, El Camino College, Los Angeles Mission College, Long Beach City College, Rio Hondo College

Date: January 18, 2018

Prepared By: Cerritos Community College District

Summary

The foundation of the Consortium’s project is to help the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and to prepare workers for placement and advancement in high skill and high demand occupations. Cerritos College has worked closely in partnering with Viridis Learning to build a competency-based platform and, in so doing, connects students to meaningful pathways based upon local employer demand.

Cerritos College and Viridis Learning have created a strong foundation upon which to build, with promising evidence of success and it is time to take this model program to the next level, with trade-eligible workers from multiple campuses securing new careers as the centerpiece. To that end, the Consortium proposes through this project to 1) Recommend (CTE) pathways for learners based upon employer demand 2) Measure student progress toward completion and validate the skills and competencies they have acquired 3) Match qualified students to applicable, local job openings 4) Track student’s employment to and through the workforce to measure economic impact 5) build and expand the capacity to collect and analyze data on educational and employment outcomes of participants for program improvement purposes.

Statement of Work

This effort includes the following:

- **Increase the number of students** in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.
- **Increase the number of quality career technical education pathways** that lead to successful workforce outcomes.
- Address recommendations from the Strong Workforce Task Force, regarding **student services** related to career exploration, job readiness and job placement, and work-based learning.
- **Strategic Alignment**
 - Collaborate with business community, workforce development professionals, and community-based organizations, and to align skills and competencies with the needs of both job seekers and employers.

Statement of Work (cont.)

- Incorporate existing best and promising strategies to meet the core element strategies of accelerating program completion, developing bridges and jumpstarts to enhance expansion, and offer a model that expands to address regional demands.
- **Coordination with Employers and Industry**
 - Industry Alliances.
 - Viridis learning will be significantly involved in all employer recruitment and student job placement of the project.
 - The Viridis platform is a data-driven platform providing validated qualified human capital to employers.
 - Partnership with local WIOA/SELACO WIBs, giving the consortium significant resources to support our strategic plan that expands access, and creates career opportunities for qualified program participants.
- **Outreach & Coordination with Educational Institutions**
 - Cerritos College will provide H.S. (1) & College Outreach (1) Coordinators to facilitate:
 - Campus visit days for H.S. students
 - Offsite presentations to H.S. Students
 - College campus career fairs and information seminars

Work Plan and Project Management

Project Work Plan

Activity	Implement	Deliverable
Increase Number of students in CTE courses		
Student Outreach	Cerritos College	H.S. and College outreach presentations and recruitment for CTE programs and CTE career pathways
Increase % of student completions		
Tracking Students	Consortium Colleges/Viridis	Implementation of the Viridis student tracking/placement platform
Tracking Student Progress Towards Completion	Consortium Colleges	Identify course(s) necessary for student completion of Certificate/Degree and council student towards completion
Match Industry Competencies to Curriculum	Consortium Colleges	Identify National and local competencies by industry and match them to curriculum to create education pathways.
Successful Workforce Outcomes		
Increase internship Opportunities	Consortium Colleges/Viridis	Increased Internships placement through use of Viridis Platform, with the intention of 50% rate of internship to higher
Industry Partner Engagement	Cerritos College/Viridis/Consortium colleges	Improved sector-based engagement with employers within the region through Viridis Learning, local WIOA Offices, and industry outreach
Increase Job Placement %	Cerritos College/Viridis/Consortium colleges	Viridis Platform's employer driven, talent exchange mapping each candidates verified skills and competencies to compatible employers. Employers hire candidates based on matching verified requisite competencies and skills.
Student Employment Tracking	Consortium Colleges/Viridis	Integration of Viridis platform for student tracking and placement
Collectively Market CTE programs to K-12 and employers		
K-12 Outreach	Cerritos College	High school outreach coordinator will schedule CTE sponsored events, tours, camps, and other opportunities for children from kindergarten through high school. These programs are designed to spark interest in CTE programs.
Marketing/Advertising	Cerritos College	CTE Website and Marketing material development
Employer Recruitment	Cerritos College/Viridis Learning	Viridis Markets their proprietary algorithm which automatically matches job requirements to candidates with the appropriate knowledge, skills, ability and interest to industry sector employers.

Project Management

Cerritos College, as lead institution for the Consortium, will assume the responsibilities of project management, to include reporting requirements. Management of the project will require a combination of a dedicated full-time staff hired by the lead institution and part-time staff commitment from all partnering institutions.

The administrative portion of the grant will include three dedicated positions: project manager, college outreach coordinator, and high school outreach coordinator. The hiring for these positions will be the responsibility of the lead institution, Cerritos College.

The Project Manager - will be responsible for the overall project implementation, budget, coordination of activities with consortium members, Viridis Learning, partner industries, communication and reporting to Vice Presidents, and reporting to the California Community Colleges Consortium. This position will report directly to the Dean of CTE at each consortium campus and Vice President of Academic Affairs or designee of the lead institution, Cerritos College. This position will be held by an independent contractor currently hired by Cerritos College with the expectation of completing the hiring process by way of contract. The Project Manager is expected to have knowledge of the culture of workforce development and Community Colleges, along with relevant experience in vocational education and job placement, marketing and outreach experience, and a successful record of complex project management and outcomes.

College Outreach Coordinator – The Student Outreach and Orientation Coordinator is responsible for the overall marketing and recruitment efforts for the consortium campuses and CTE programs. Services include new student recruitment, admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. Coordinator will also work as a team with other campus Student Outreach and Orientation Coordinators in developing and implementing college-wide marketing and recruitment strategies

High School Outreach Coordinator - must exercise significant independent judgment and discretion in creating a professional reputation for consortium CTE programs in the High School market. This position requires 80% field work in completing the duties for systematically identifying and developing the local High School territory by networking and booking classroom presentations to generate high school senior surveys and interest in the campuses CTE programs.

A local Project Lead - will be utilized at each of the consortium colleges to work with the project manager and coordinators in the coordination and reporting efforts of each institution required by the Project Manager. This position will be responsible for all aspects of their representative institution's deliverables. This position will coordinate institutional faculty, Academic Advisors, and IT Dept. responsibilities.

Outcomes

The Consortium's Management and Implementation Teams will track results, promote continuous improvement, and document effective practices and their outcomes using data on progress, implementation, and outcomes measures provided by consortium members and the Viridis Platform.

The Consortium will track and report educational, employment, and earnings outcomes for participants through the Viridis Platform. Collected data will be used to report on participants' educational outcomes, credit attainment rate, attainment of industry-recognized certificates (both less than one year and more than one year), and attainment of degrees.

Community college districts shall meet with the members of their consortium not less than annually (once a semester is recommended) to inform on the delivery of career technical education and workforce development courses, programs, and pathways within the region.

Project Objectives

Consortium Objectives for the project are:

1. Recommend (CTE) pathways for learners based upon employer demand
2. Measure student progress toward completion and validate the skills and competencies they have acquired through use of Viridis Platform.
3. Match qualified students to applicable, local job openings
4. Track student's employment to and through the workforce to measure economic impact
5. Build and expand the capacity to collect and analyze data on educational and employment outcomes of participants for program improvement purposes.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Randal Morales for Project Manager Services for the Strong Workforce Program
--

ACTION

It is recommended that the Board of Trustees approve the contract with Randal Morales for Project Manager Services for the Strong Workforce Program.

FISCAL IMPACT

Cerritos College will receive funding in the amount of \$80,000 to pay for the below consulting services; funding is made possible through the Strong Workforce Program which is supported by the California Community Colleges Chancellor’s Office.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

RANDAL MORALES

PROJECT MANAGER SERVICES FOR THE STRONG WORKFORCE PROGRAM

Requested by: Mr. Edmund (Rick) Miranda, Jr., Vice President of Academic Affairs

Purpose: The Strong Workforce Program supported by the California Community Colleges Chancellor’s Office will provide for funding to assist the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and prepare workers for placement and advancement in high skill and high demand occupations.

Cerritos College requests to contract with Randal Morales (“Consultant”) for project coordination services for the Strong Workforce Program as applicable for the college for the period of February 1, 2018 through December 31, 2018, which will allow for staff to meet required program objectives and obligations.

The consultant will be responsible for, but not limited to, the following duties: overall project implementation, budget coordination of activities with consortium members, Viridis Learning, partner industries,

communication and reporting to Vice Presidents, and reporting to the California Community Colleges Consortium. As the project manager, the consultant will report directly to the Dean of CTE at each consortium campus and the Vice President of Academic Affairs at Cerritos College.

The consultant will be paid on a time and materials basis at the hourly rate of \$50.00 per hour for a maximum of 35 hours per week, for the not-to-exceed contract amount of \$80,000.

Period: The time period will be from February 1, 2018 through December 31, 2018.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Contract No. 17C0096, Strong Workforce Program – Randal Morales

Exhibit B to Contract No. 17C0096, Strong Workforce Program – Randal Morales – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 17C0096

PARTIES AND DATE

This Agreement is made and entered into this 18th day of **January, 2018**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Randal Morales** ("CONTRACTOR"), an individual, residing at 1218 N. Astra Drive, Rosemead, CA 91770. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Project Manager Services for the Strong Workforce Program**; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that he possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Project Manager Services for the Strong Workforce Program, includes, but is not limited to, overall project implementation, budget coordination of activities with consortium members, Viridis Learning, partner industries, communication and reporting to Vice Presidents, and reporting to the California Community Colleges Consortium. As the project manager, the CONTRACTOR will report directly to the Dean of CTE at each consortium campus and the Vice President of Academic Affairs at Cerritos College, per Scope of Work (5 pages), attached hereto and incorporated into this Agreement by this reference as "Exhibit B".

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this AGREEMENT at CONTRACTOR'S own expense, except as follows: workspace during normal business hours, access to on campus data and telephone services, and other materials and/or equipment as approved by District's Representative. CONTRACTOR shall perform **Project Manager Services for the Strong Workforce Program** in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules and regulations.

2.0 TERM

2.1 The term of this Agreement shall begin on **February 1, 2018**, and end on **December 31, 2018**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the services to **Project Manager Services for the Strong Workforce Program** within the term of this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **rate of \$50.00 dollars per hour, for a maximum of 35 hours per week**, subject to the **total Not-to-Exceed amount of EIGHTY THOUSAND AND 00/100 dollars (\$80,000.00)**, billed on a time and materials (T&M) basis.

3.2 Expenses. In addition to the service fees set forth above, DISTRICT shall reimburse CONTRACTOR for only actual out-of-pocket expenses incurred in the performance of the Agreement provided that (i) CONTRACTOR submits an itemized list with copies of paid invoices, receipts or other proof of payment of such expenses, and (iii) such expenses are pre-approved by the District Representative, as evidenced by the written approval of CONTRACTOR'S invoice requesting such reimbursement. DISTRICT shall reimburse CONTRACTOR for pre-approved mileage at the rate allowed by IRS regulation in effect on service date incurred. CONTRACTOR is responsible for all other operating expenses, overhead and administrative costs, which shall be deemed included in CONTRACTOR'S hourly rate.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under his supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services that are being performed under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at any project site. CONTRACTOR shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4.3 CONTRACTOR shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that he has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement. The key personnel for performance of this Agreement are as follows: **Randal Morales**.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Rick Miranda, Vice President of Academic Affairs, Cerritos Community College District**, or his designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR'S REPRESENTATIVE. The CONTRACTOR hereby designates **Randal Morales**, or his designee, to act as his representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that he is skilled in the professional calling necessary to perform services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that his employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at his own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or his subcontractor who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting his work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that he fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that he has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of his subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or his subcontractors to

meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By his signature hereunder, CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services.

4.17 CONTRACTOR represents that he is an equal opportunity employer and he shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, [her/his] officials, officers, employees, subcontractors, or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until he has provided evidence satisfactory to DISTRICT that he has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at his sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at his expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of his subcontractors

to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: comprehensive automobile liability insurance policy in a form acceptable to DISTRICT to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT; and (2) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *Automobile Liability*: with limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000) per occurrence combined single limit for bodily injury and property damage; (2) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California.

(b) **Insurance Endorsements.** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Workers' Compensation Coverage.** The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iii. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations.** All insurance required by this Agreement, except for Workers' Compensation coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims.** CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage.** CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 Originality of Services. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under license by any CONTRACTOR hired subcontractor.

11.2 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 Subcontractors. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or his subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 Right to Use. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement, provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and his officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for his Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 Indemnification. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality.** All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

12.0 RECORDS ABOUT INDIVIDUALS. California law, as well as DISTRICT policy, sets forth certain requirements and safeguards regarding records pertaining to individuals.

12.1 Unless otherwise provided in writing, records containing confidential or personal information about individuals will become the property of the DISTRICT and subject to state law and DISTRICT policies governing privacy and access to files.

12.2 CONTRACTOR shall use his or her best efforts to keep confidential any information provided by DISTRICT and marked "Confidential Information," or any oral information conveyed to CONTRACTOR by DISTRICT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the CONTRACTOR can demonstrate by written records was known to CONTRACTOR prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or (iii) is obtained lawfully from a third party.

13.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS. While performing any service for DISTRICT, CONTRACTOR'S employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

13.1 CONTRACTOR shall advise [her/his] employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and [her/his] employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of [her/his] employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR **gives notice to DISTRICT within 24 hours** of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a

reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

15.0 FORCE MAJEURE. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that [he/she] will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

- 21.0 NON-WAIVER.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 22.0 COOPERATION; FURTHER ACTS.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 23.0 ATTORNEYS' FEES.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 24.0 AUTHORITY TO ENTER AGREEMENT.** CONTRACTOR has all requisite power and authority to conduct [her/his] business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 25.0 COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 26.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 27.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 28.0 TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
- 29.0 ENTIRE AGREEMENT.** This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.
- 29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.
- 30.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below.+

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and
Contract Administration
Tel: (562) 467-5203

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this Agreement on the date first written above.

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

Tax Identification Number (EIN)

Date: _____

Date: _____

DRAFT

EXHIBIT "A"

**CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM**

AMENDMENT NO.

To

CONTRACT NO.

The AGREEMENT made and entered on _____, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and _____, an individual residing at _____ ("CONTRACTOR"), is **AMENDED** on _____, as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated _____ ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

CERRITOS COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

EXHIBIT “B”

Project Name: LEAP (Learn Earn And Prosper)

Consortium Members: Cerritos College, Compton Community College, El Camino College, Los Angeles Mission College, Long Beach City College, Rio Hondo College

Date: January 18, 2018

Prepared By: Cerritos Community College District

Summary

The foundation of the Consortium’s project is to help the Advanced Manufacturing, Retail/Business, and other selected industry sectors as determined by each campus, succeed by building educational/career pathways throughout these industries, and to prepare workers for placement and advancement in high skill and high demand occupations. Cerritos College has worked closely in partnering with Viridis Learning to build a competency-based platform and, in so doing, connects students to meaningful pathways based upon local employer demand.

Cerritos College and Viridis Learning have created a strong foundation upon which to build, with promising evidence of success and it is time to take this model program to the next level, with trade-eligible workers from multiple campuses securing new careers as the centerpiece. To that end, the Consortium proposes through this project to 1) Recommend (CTE) pathways for learners based upon employer demand 2) Measure student progress toward completion and validate the skills and competencies they have acquired 3) Match qualified students to applicable, local job openings 4) Track student’s employment to and through the workforce to measure economic impact 5) build and expand the capacity to collect and analyze data on educational and employment outcomes of participants for program improvement purposes.

Statement of Work

This effort includes the following:

- **Increase the number of students** in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.
- **Increase the number of quality career technical education pathways** that lead to successful workforce outcomes.
- Address recommendations from the Strong Workforce Task Force, regarding **student services** related to career exploration, job readiness and job placement, and work-based learning.
- **Strategic Alignment**
 - Collaborate with business community, workforce development professionals, and community-based organizations, and to align skills and competencies with the needs of both job seekers and employers.

Statement of Work (cont.)

- Incorporate existing best and promising strategies to meet the core element strategies of accelerating program completion, developing bridges and jumpstarts to enhance expansion, and offer a model that expands to address regional demands.
- **Coordination with Employers and Industry**
 - Industry Alliances.
 - Viridis learning will be significantly involved in all employer recruitment and student job placement of the project.
 - The Viridis platform is a data-driven platform providing validated qualified human capital to employers.
 - Partnership with local WIOA/SELACO WIBs, giving the consortium significant resources to support our strategic plan that expands access, and creates career opportunities for qualified program participants.
- **Outreach & Coordination with Educational Institutions**
 - Cerritos College will provide H.S. (1) & College Outreach (1) Coordinators to facilitate:
 - Campus visit days for H.S. students
 - Offsite presentations to H.S. Students
 - College campus career fairs and information seminars

Work Plan and Project Management

Project Work Plan

Activity	Implement	Deliverable
Increase Number of students in CTE courses		
Student Outreach	Cerritos College	H.S. and College outreach presentations and recruitment for CTE programs and CTE career pathways
Increase % of student completions		
Tracking Students	Consortium Colleges/Viridis	Implementation of the Viridis student tracking/placement platform
Tracking Student Progress Towards Completion	Consortium Colleges	Identify course(s) necessary for student completion of Certificate/Degree and council student towards completion
Match Industry Competencies to Curriculum	Consortium Colleges	Identify National and local competencies by industry and match them to curriculum to create education pathways.
Successful Workforce Outcomes		
Increase internship Opportunities	Consortium Colleges/Viridis	Increased Internships placement through use of Viridis Platform, with the intention of 50% rate of internship to higher
Industry Partner Engagement	Cerritos College/Viridis/Consortium colleges	Improved sector-based engagement with employers within the region through Viridis Learning, local WIOA Offices, and industry outreach
Increase Job Placement %	Cerritos College/Viridis/Consortium colleges	Viridis Platform's employer driven, talent exchange mapping each candidates verified skills and competencies to compatible employers. Employers hire candidates based on matching verified requisite competencies and skills.
Student Employment Tracking	Consortium Colleges/Viridis	Integration of Viridis platform for student tracking and placement
Collectively Market CTE programs to K-12 and employers		
K-12 Outreach	Cerritos College	High school outreach coordinator will schedule CTE sponsored events, tours, camps, and other opportunities for children from kindergarten through high school. These programs are designed to spark interest in CTE programs.
Marketing/Advertising	Cerritos College	CTE Website and Marketing material development
Employer Recruitment	Cerritos College/Viridis Learning	Viridis Markets their proprietary algorithm which automatically matches job requirements to candidates with the appropriate knowledge, skills, ability and interest to industry sector employers.

Project Management

Cerritos College, as lead institution for the Consortium, will assume the responsibilities of project management, to include reporting requirements. Management of the project will require a combination of a dedicated full-time staff hired by the lead institution and part-time staff commitment from all partnering institutions.

The administrative portion of the grant will include three dedicated positions: project manager, college outreach coordinator, and high school outreach coordinator. The hiring for these positions will be the responsibility of the lead institution, Cerritos College.

The Project Manager - will be responsible for the overall project implementation, budget, coordination of activities with consortium members, Viridis Learning, partner industries, communication and reporting to Vice Presidents, and reporting to the California Community Colleges Consortium. This position will report directly to the Dean of CTE at each consortium campus and Vice President of Academic Affairs or designee of the lead institution, Cerritos College. This position will be held by an independent contractor currently hired by Cerritos College with the expectation of completing the hiring process by way of contract. The Project Manager is expected to have knowledge of the culture of workforce development and Community Colleges, along with relevant experience in vocational education and job placement, marketing and outreach experience, and a successful record of complex project management and outcomes.

College Outreach Coordinator – The Student Outreach and Orientation Coordinator is responsible for the overall marketing and recruitment efforts for the consortium campuses and CTE programs. Services include new student recruitment, admissions/advising, community and business outreach, public information, program specific promotional events, and developing and implementing a marketing and recruitment plan. Coordinator will also work as a team with other campus Student Outreach and Orientation Coordinators in developing and implementing college-wide marketing and recruitment strategies

High School Outreach Coordinator - must exercise significant independent judgment and discretion in creating a professional reputation for consortium CTE programs in the High School market. This position requires 80% field work in completing the duties for systematically identifying and developing the local High School territory by networking and booking classroom presentations to generate high school senior surveys and interest in the campuses CTE programs.

A local Project Lead - will be utilized at each of the consortium colleges to work with the project manager and coordinators in the coordination and reporting efforts of each institution required by the Project Manager. This position will be responsible for all aspects of their representative institution's deliverables. This position will coordinate institutional faculty, Academic Advisors, and IT Dept. responsibilities.

Outcomes

The Consortium's Management and Implementation Teams will track results, promote continuous improvement, and document effective practices and their outcomes using data on progress, implementation, and outcomes measures provided by consortium members and the Viridis Platform.

The Consortium will track and report educational, employment, and earnings outcomes for participants through the Viridis Platform. Collected data will be used to report on participants' educational outcomes, credit attainment rate, attainment of industry-recognized certificates (both less than one year and more than one year), and attainment of degrees.

Community college districts shall meet with the members of their consortium not less than annually (once a semester is recommended) to inform on the delivery of career technical education and workforce development courses, programs, and pathways within the region.

Project Objectives

Consortium Objectives for the project are:

1. Recommend (CTE) pathways for learners based upon employer demand
2. Measure student progress toward completion and validate the skills and competencies they have acquired through use of Viridis Platform.
3. Match qualified students to applicable, local job openings
4. Track student's employment to and through the workforce to measure economic impact
5. Build and expand the capacity to collect and analyze data on educational and employment outcomes of participants for program improvement purposes.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Amendment to the Agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs

ACTION

It is recommended that the Board of Trustees ratify the amendment to the agreement with Chabot-Las Positas Community College District for Early Childhood Mentor Programs.

FISCAL IMPACT

Cerritos College will receive increased funding in the amount of \$1,000 for a new contract amount of \$35,899 plus travel expenses; funding is made possible through a California State Department of Education grant received by Chabot-Las Positas Community College District.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

SERVICES – NEW

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
EARLY CHILDHOOD MENTOR PROGRAMS**

Requested by: Ms. Sandra Marks, Instructional Dean of Health Occupations

Purpose: On November 15, 2017, Cerritos College entered into an agreement with Chabot-Las Positas Community College District to implement Early Childhood Mentor Programs. Cerritos College will be designated as a local coordinator to recruit and select experienced child care providers and directors to be mentors, who will then be enrolled in mentor classes. This program is a support system for community child care center directors and teachers.

At this time, Cerritos College would like to enter into Amendment No. 1 with Chabot-Las Positas Community College District to accept the award of an additional \$1,000 in Supplemental Support.

Period: The time period will remain unchanged and is from August 1, 2017 through July 31, 2018.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Amendment No. 1 to Contract No. 17C0063 – Chabot-Las Positas Community College District Agreement

Contract No. 17C0063 – Chabot-Las Positas Community College District Agreement



Agreement

Supplemental Support Funding for Director Mentor Component California Early Childhood Mentor Program—Cerritos College/Rio Hondo Regional

Your application for Supplemental Support Funding for your Director Mentor Component has been approved for **\$1,000.00** with the following conditions:

- Budget categories are approved as follows:

Activities	Amount
2 planning sessions and 1 debriefing session to plan a Saturday ECE Symposium.	\$400.00
Saturday ECE Symposium	\$600.00
Total	\$1,000.00

- Please also note Budget categories carried over from the 2016-17 contract year as follows---**No Carry Over**

Activities	Amount
Total	\$0.00

*All reimbursement claims must be submitted to **Cerritos Community College**; rates must conform to current Mentor Program policy.*

- Documentation Which Must Be Submitted to the Mentor Program by **June 15th, 2018**:

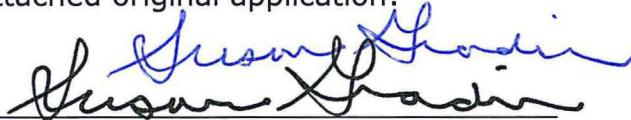
Documentation Required	Submitted to CECMP <input checked="" type="checkbox"/>	Approved by CECMP <input checked="" type="checkbox"/>
A summary of expenditures and supporting documentation (e.g., timesheets for Professional Services, Invoice for printing, etc.). <u>Original receipts are required</u>		

(continued.....)		
Minutes of planning and debriefing session		
Invitation/flyers announcing symposium		
Agenda/Power point from the symposium		

The undersigned agree that any funds received for the purposes listed in the attached application, if not expended during this contract year, may be carried over into the next contract year, but must be used for the same activities named in the attached application.

Before funds can be disbursed, two copies of this form with original signatures (in other than black ink) must be received by the California Early Childhood Mentor Program, 25555 Hesperian Blvd., Hayward, CA 94545. A copy of this agreement will be returned to you.

Signatures indicate agreement with the terms set forth above and in the attached original application:



 (Coordinator)

11/13/17

 (date)

 (Cerritos Community College Official)

 (date)

 (Title)

For Office Use Only
<p>AGREEMENT</p> <p>Approved by: _____</p> <p>Date: _____</p>

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of September 20, 2017, for the contract term beginning August 1, 2017, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Cerritos College/Cerritos Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to Agenda Item No. 4.5. for Tuesday, October 3, 2017.

Appropriation or Grant Number CN170146

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on August 1, 2017 and terminate July 31, 2018 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.

Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS**: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to

be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

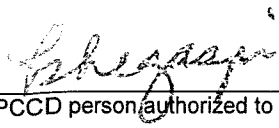
19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **BUDGET CONTINGENCY:** This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

By: 
Signature of CLPCCD person authorized to execute agreement

Print Name: Lorenzo Legaspi

Title: Vice Chancellor of Business Services

Date: 10/9/17

"Contractor"

By: 
Signature

Print Name: FELIPE Z. LOPEZ

Title: V.P. of BUSINESS SERVICES

Address: 1110 Alondra Blvd.
NOEWALK, CA 90050

Date: 11/17/2017

Recommended By:

Signature: 

Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd.

Hayward, CA 94545

Date: September 20, 2017



Attachment A
Cerritos College/Cerritos Community College District
August 1, 2017 – July 31, 2018

Cerritos College will take the lead in the Cerritos/Rio Hondo Regional Early Childhood Mentor Program. In addition to Cerritos College, the Cerritos/Rio Hondo Regional Early Childhood Mentor Program includes one college(s): Rio Hondo College. A Regional Program requires individual contracts between each participating College/District and the Chabot-Las Positas Community College District.

A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:

1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
2. Travel expenses for the Contractor's Regional Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
3. \$2,632 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar, as described in the *Program Manual*. The Regional Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2017-2018 contract year.
4. \$5,575 for the Contractor's Regional Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Director Mentor, Director Mentoring Record, and Birth to Three/FCCH Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner. Payments for those serving as Coordinators for other institutions in the Regional Program shall be allocated in the following manner:

\$500 each for the Rio Hondo College Coordinator(s)

5. Up to \$1,675 for a \$250 honorarium per person for up to 12 Selection Committee Members to meet to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the *Program Administration Scale (PAS)* or the *Business Administration Scale (BAS)*, check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District.

6. \$23,133 in stipend support for 15 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program.** All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
- Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
 - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
 - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
 - Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
 - In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
 - Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
 - Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
 - Birth to Three/FCCH Director Mentoring Record Hour(s) to support Director Mentors as they offer hourly mentoring services for Infant/Toddler directors and Large Family Child Care providers
7. \$300 for materials for Mentors and Director Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.

- B. Contractor as a college agrees to designate a Regional Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.

6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee of up to 12 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.
9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the *Early Childhood Environment Rating Scale-Revised* (ECERS-R), the *Infant/Toddler Environment Rating Scale-Revised* (ITERS-R), the *School-Age Care Environment Rating Scale* (SACERS), and *Family Child Care Environment Rating Scale-Revised* (FCCERS-R). Training Selection Committee Members in the use of the *Program Administration Scale* (PAS) and the *Business Administration Scale* (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1st of each contract year**.
12. Notifying all new and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.

20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

21. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
22. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
23. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
24. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
25. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
26. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

27. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **December 1st of each contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
28. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15th of each contract year**.
31. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely or accurate manner.
32. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.

33. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
34. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.
35. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

Evaluations

36. Facilitating program evaluation.
37. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

38. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
39. Completing and submitting to the District all Annual Reporting materials on or before **June 15th of each contract year**.

Mentor Program Meetings

40. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
41. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

42. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
 43. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
 2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family child care provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.

5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education, a QRIS Tier Rating (where applicable), and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
 6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self-study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).
- E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:
1. Three years of experience as a director or site supervisor in a child development program (current or prior).
 2. Successful completion of a Director Mentor Information Session/Webinar and a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
 3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for *Program Administration Scale (PAS)* or *Business Administration Scale (BAS)* review, a QRIS Tier Rating (where applicable), and references.
 4. Completion of a *Program Administration Scale (PAS)* or *Business Administration Scale (BAS)* interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
- F. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
 2. Funds for program costs in excess of amounts provided in Section A of this agreement.
- G. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.
- H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Approval of the Amendment to Project Assignment Agreement No. 2 to the Master Architectural/Engineering Services Agreement with Hill Partnership, Inc. dba HPI Architecture for the Social Science Exterior Elevator</p>

ACTION

It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 2 to the Master Architectural/Engineering Services Agreement with Hill Partnership, Inc. dba HPI Architecture for the Social Science Exterior Elevator project.

FISCAL IMPACT

The total contract sum shall be increased \$5,100 for a new not-to-exceed amount of \$189,967; this amount will be funded from the GO Bond. HPI Architecture is headquartered in Newport Beach, CA.

REPORT SUMMARY

Cerritos College annually contracts with various individuals, commercial firms, and other governmental agencies for the purpose of procuring or providing a variety of services.

AMENDMENT NO. 1 to PROJECT ASSIGNMENT AGREEMENT NO. 2 TO THE MASTER ARCHITECTURAL/ENGINEERING AGREEMENT FOR THE SOCIAL SCIENCE EXTERIOR ELEVATOR PROJECT

HILL PARTNERSHIP, INC. DBA HPI ARCHITECTURE

Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On December 23, 2013, Cerritos College entered into a Master Architectural/Engineering Agreement (“Master Agreement”) with Hill Partnership, Inc. dba HPI Architecture for the purpose of creating a qualified pool of architectural firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P001, Architectural Services for Campus-Wide Measure CC and/or G Facilities Projects. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to architecture firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On November 5, 2015, Cerritos College entered into Project Assignment Agreement No. 2 to obtain the necessary architectural, design, and engineering services for the completion of the Social Science Exterior Elevator project which included, but was not limited to, providing architectural/engineering design services for a new exterior elevator at the Social Science Building which will be incorporated into the existing building elements.

At this time, Cerritos College wishes to amend Project Assignment Agreement No. 2 to allow for additional architectural services to provide emergency phones, security cameras, and access card readers to the exterior elevator at the Social Science Building.

Period: The time period will be from January 17, 2018 through project completion.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Draft of Amendment No. 1 to Project Assignment Agreement No. 2 to Contract No. 13P019 – Hill Partnership, Inc. dba HPI Architecture

Project Assignment Agreement No. 2 to Contract No. 13P019 – Hill Partnership, Inc. dba HPI Architecture
Contract No. 13P019, Master Architectural/Engineering Services Agreement, Hill Partnership, Inc. dba HPI Architecture



AMENDMENT NO. 1
TO
PROJECT ASSIGNMENT AGREEMENT NO. 2
UNDER
CONTRACT NO. 13P019
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
THE HILL PARTNERSHIP, INC. DBA HPI ARCHITECTURE
DATED
DECEMBER 23, 2013

WHEREAS, this Project Assignment Amendment (“P.A. AMENDMENT”) is made and entered into as of **January 17, 2018** by and between the **Cerritos Community College District** (“DISTRICT”) and **The Hill Partnership, Inc. dba HPI Architecture** (“ARCHITECT”); collectively referred to as “PARTIES”, and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **November 5, 2015**, entitled “**Project Assignment Agreement No. 2** to Master Architectural Services Agreement, **Contract No. 13P019** (the “PROJECT ASSIGNMENT AGREEMENT”) for the completion of the **Social Science Exterior Elevator** (the “PROJECT”) as the parties desire to amend, clarify, modify and/or revise the terms of the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, this P.A. AMENDMENT arises out of the DISTRICT’s desire to obtain **additional architectural services** for the completion of the PROJECT (hereinafter referred to as the “Additional Services”); and

WHEREAS, the Master Architectural/Engineering Services Agreement Contract No. **13P019** dated **December 23, 2013** between the PARTIES (the “AGREEMENT”) requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **November 5, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and ARCHITECT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The ARCHITECT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT “1”. The ARCHITECT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT “1” only to the extent such terms detail the scope of Additional Services and the total compensation due the ARCHITECT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT “1”. The ARCHITECT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT “1”.

(1) Additional Services Compensation. The DISTRICT agrees to pay the ARCHITECT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT “1”, inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to ARCHITECT the Not-to-Exceed amount of **Five Thousand One Hundred and 00/100 Dollars (\$5,100.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and

ATTACHMENT “1”. The ARCHITECT shall invoice all fees for Additional Services performed by the ARCHITECT on a monthly basis as services are completed by the ARCHITECT. All invoices for Additional Services shall be based upon actual work or services completed by the ARCHITECT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE ARCHITECT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT “1” SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS PROJECT ASSIGNMENT AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL, QUOTE OR OTHER DOCUMENT SUBMITTED TO THE DISTRICT BY ARCHITECT FOR ATTACHMENT TO THIS PROJECT ASSIGNMENT AGREEMENT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS PROJECT ASSIGNMENT AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE ARCHITECT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit “A” to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment “1”

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20__

Dated: _____, 20__

**The Hill Partnership, Inc.
dba HPI Architecture**

Cerritos Community College District

By: _____

By: _____

Print Name: Larry A. Frapwell

Print Name: Felipe R. Lopez

Print Title: President

Print Title: Vice President Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
 - a. Reference attached proposal from Larry Frapwell, The Hill Partnership, Inc. dba HPI Architecture to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 25, 2017 regarding additional services proposed Social Sciences Exterior Elevator Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".

2. Task 1 – Architectural

3. Task 2 – Electrical

4. Cost of Professional Services
 - a. Task 1 \$ 1,800.00
 - b. Task 2 \$ 3,300.00
 - c. Total \$ 5,100.00

5. Schedule
 - a. January 17, 2018 – March 8, 2018

DRAFT



Cerritos College

PROJECT ASSIGNMENT AGREEMENT NO. 2

TO

MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT,

CONTRACT NO. 13P019

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE HILL PARTNERSHIP, INC. DBA HPI ARCHITECTURE

DATED

DECEMBER 23, 2013

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is made and entered into as of **November 5, 2015** by and between the **Cerritos Community College District** (“DISTRICT”) and **HPI Architecture** (“ARCHITECT”); and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT shall be considered attached to and incorporated in that certain document dated **December 23, 2013**, entitled “Master Architectural Services Agreement”, Contract No. **13P019** (“AGREEMENT”) as the PARTIES desire to identify a PROJECT that will be completed pursuant to the terms of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT arises out of the DISTRICT’s desire to obtain the necessary architectural, design, and engineering services for the completion of the **Social Science Exterior Elevator** which shall hereinafter be considered a formal “PROJECT” subject to the terms and conditions of the AGREEMENT; and

WHEREAS, this PROJECT ASSIGNMENT AGREEMENT is being executed between the PARTIES pursuant to Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, the initial Recitals of the Agreement require that each portion of the PROJECT be identified and made a part of the AGREEMENT through a written PROJECT ASSIGNMENT AGREEMENT executed by both PARTIES, which identifies the name of the improvement, location, scope

of work, ARCHITECT's project number, basis of compensation (if different than the AGREEMENT), and any additional Basic Services that will be performed by the ARCHITECT in accordance with the AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the aforementioned improvement shall be completed pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

1. Project Description.

A. ARCHITECT shall provide architectural and engineering services for the following PROJECT:

- 1) Social Science Exterior Elevator: Add an exterior elevator at the Social Science Building that is incorporated into the existing building elements

2. Basic Services.

A. The ARCHITECT shall provide all the basic services set forth in the AGREEMENT in connection with this PROJECT ASSIGNMENT AGREEMENT, with the exception of the following services which are not needed for the completion of this PROJECT, as determined by the ARCHITECT in its professional opinion and approved by the DISTRICT: *(Check off all architectural, engineering and/or consultant services that DO NOT apply to this PROJECT. If all the services below are required to complete this PROJECT, leave this section blank.)*

Basic Services Phases

- Schematic Design (SD)
- Design Development (DD)
 - Estimate and Estimate Reconciliation
 - Preliminary Plans Phase Constructability Review
- Construction Documents (CD)
 - Estimate and Estimate Reconciliation
 - Construction Drawings Constructability Review
- DSA Approval
- Health Department Approval
- Bidding Phase
- Construction Phase
- Close-out Phase
- DSA Certification of Project

Design Consultants Included in Basic Services*

- Structural
- Civil
 - On-Site
 - Off-Site

- Mechanical
- Plumbing
- Fire Sprinkler
- Electrical
- Telecommunications/Data
- Landscaping
- Estimating
- Acoustical
- Other:
 - Audio Visual consulting
 - Acoustic consulting
 - Security consulting
 - Arborist services
 - Signage and Graphics (except code required signage)
 - Selection and Specification of Group II furniture, fixtures and equipment
 - Traffic consulting and engineering
 - Food Services consulting
 - Sustainable Design (LEED) consulting and commissioning
 - Telecommunication and Data consulting and engineering services
 - Roofing/Waterproofing consulting
 - Curtainwall consulting
 - Measured drawings of existing facilities
 - Existing facilities surveys
 - Preparation of Record (as constructed) drawings
 - Post occupancy evaluations

3. Extra Services, Consultants and Deliverables: Services, consultants, and/or other deliverables that are not set forth in the AGREEMENT but which are required for the completion of this PROJECT shall be described in Attachment "1" which is attached hereto this PROJECT ASSIGNMENT AGREEMENT and incorporated herein by this reference. In no event shall the services, consultants and/or other deliverables detailed in Attachment "1" be considered Additional Services as defined by Article III of the AGREEMENT.

4. APPROVED BUDGET: The ARCHITECT understands and acknowledges that the total rough order of magnitude (ROM) for this PROJECT ASSIGNMENT AGREEMENT is \$1,500,000.00, and this amount shall not be exceeded without the prior written approval of the DISTRICT. At the completion of the Schematic Design (SD) phase of ARCHITECT'S work, ARCHITECT shall submit a SD estimate to DISTRICT. The APPROVED BUDGET for the above referenced scope of work for this PROJECT ASSIGNMENT AGREEMENT shall be adjusted upon mutual agreement and collaborative efforts of ARCHITECT'S submitted SD estimate and DISTRICT'S estimate prior commencing with the Design Development (DD) Phase by executing an amendment to this PROJECT ASSIGNMENT AGREEMENT. The ARCHITECT shall be responsible for designing this PROJECT within all budget limitations approved by the DISTRICT in accordance with the AGREEMENT.

5. Architect Compensation:

A. Architect Fee for Basic Services. For performing the Basic Services detailed in the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT for the completion of the PROJECT, the ARCHITECT understands and acknowledges that the total PROJECT ASSIGNMENT AGREEMENT is for the amount of **ONE HUNDRED SIXTY FOUR THOUSAND, EIGHT HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$164,867.00)** which shall not be exceeded without the prior written approval of the DISTRICT.

B. Architect Fee for Extra Services, Consultants and Deliverables. For performing the Extra Services detailed in this PROJECT ASSIGNMENT AGREEMENT, - Attachment "1" (if approved by DISTRICT), the DISTRICT agrees to pay the ARCHITECT **FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00)**, and this amount shall not be exceeded without prior written approval of the DISTRICT.

C. Payment Schedule. Payment of the Architect Fee to the ARCHITECT shall be made in accordance with ARCHITECT'S proposal dated October 16, 2015.

D. Reimbursable Expenses: Reimbursable expenses are estimated to be **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)**, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

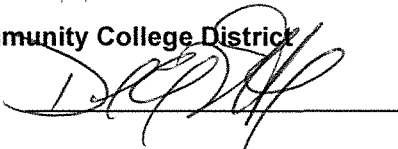
6. Plan Schedule: The schematic design, design development, and construction document services covered by this PROJECT ASSIGNMENT AGREEMENT shall be completed by:

- A. SD plan within 6 weeks from the date of executed PROJECT ASSIGNMENT AGREEMENT.
- B. DD plan within 4 weeks from DISTRICT approval of the SD plans
- C. 75% CD Plan within 4 weeks from DISTRICT approval of the DD plans.
- D. CD plan and Cost Estimate within 2 weeks from DISTRICT review comments of the 75% CD plans.
- E. DSA plan submission for review and approval, within 2 weeks of DISTRICT approval of the CD plans.

The PARTIES, through their authorized representatives, have executed this PROJECT ASSIGNMENT AGREEMENT as of the day and year first written above.

Dated: 11/18, 2015

Cerritos Community College District

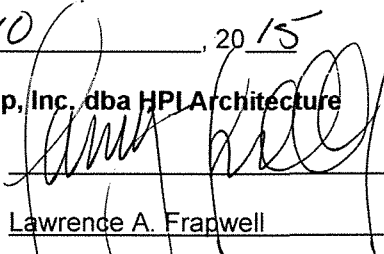
By: 

Print Name: Dr. David El Fattal

Print Title: V.P. Of Business Services

Dated: 11.10, 2015

Hill Partnership, Inc. dba HPL Architecture

By: 

Print Name: Lawrence A. Frapwell

Print Title: President

Information regarding Architect / Engineer:

License No.: C11360

Address: 115 22nd Street

Newport Beach, CA 92663

Telephone: 949-675-6442

Facsimile: 949-675-4543

E-Mail: lfrapwell@hillpartnership.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: _____

95-3134016

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

ATTACHMENT "1"

SERVICES NOT DETAILED IN THE AGREEMENT

Basic Services

Not Applicable.

Extra Services, Consultants and Deliverables

1. Allowance for Unforeseen Existing Conditions Coordination and Design to be on a Time and Material Basis.



architecture | planning | interiors |

115 22nd street newport beach, california 92663

p. 949.675.6442 f. 949.675.4543

hpiarchitecture.com

October 15, 2015

David C. Moore
Director of the Physical Plant &
Construction Services
11110 Alondra Blvd.
Norwalk, CA 90650

Project: Cerritos Community College District:
Social Science Building- Modular Elevator Addition
Subject: Proposal for Architectural Services
Contract: Contract No: 13P019

Dear David,

Thank you for allowing us to submit the following proposal to provide professional services.

PARTIES TO AGREEMENT

CLIENT: Cerritos Community College District
11110 Alondra Blvd.
Norwalk, CA 90650

ARCHITECT: Hill Partnership Inc., dba HPI Architecture (HPI)
115 22nd Street
Newport Beach, CA 92663

FORM OF AGREEMENT

District's sample form of agreement modified and completed in accordance with this proposal with all open items to be resolved to the satisfaction of both parties.

Project Understanding

The Project consists of and is limited to the addition of an Exterior Modular Elevator at the Student Center Building at Cerritos College as further described below:

- o Exterior Premanufactured Modular Elevator and Enclosure with the following specifications:
 - Premanufactured elevator with DSA approved PC#.
 - Size: 3500 lb "Gurney size"
 - 3 Stops hydraulic elevator.
 -
- o Addition of connecting walkways /bridges spanning between the new exterior modular elevator and the existing building at the second and third levels. The elevator and connecting bridges shall be structurally independent from the original building.
- o Provision of a canopy at the elevator 3rd level landing.
- o Exterior finishing and roofing.

- o Hardscape site improvements for the area directly adjacent to the elevator tower as shown in Exhibit 1

It is our understanding that this project will be submitted to DSA for approval. It is also our understanding that the College will, prior to submission of construction documents for the Project to DSA, close and obtain a letter of certification for the existing Student Center Building, DSA # 03-105508.

Basic Services

HPI's Basic Services shall be consistent with the District's Sample Agreement and shall include normal Architectural, Structural, Mechanical, Plumbing, Electrical design as further described below. See *Limits of Service and Exclusions* for additional assumptions and limitations regarding the scope of Basic Services.

Architect's Services (HPI):

- o Architectural services shall consist of normal Schematic, Design Development, Construction Document and Construction Phase services as further described in the sample agreement and as qualified below:
 - Construction documents shall be in current AutoCAD format (BIM / Revit documents are not required)
 - Construction is assumed to be 90 calendar days or less

Civil Services (Hall & Forman):

- o Prepare construction documents and provide Bidding and Construction Phase services for the Civil scope of work.
- o See H&F October 7, 2015 proposal for specific tasks and limitations of services. The referenced proposal is hereby made a part of this proposal.

MEP, FA – IT/AV Engineering Services (S&K):

- o Prepare construction documents and provide Bidding and Construction Phase services for the mechanical, plumbing, electrical, fire alarm, IT/AV scope of work.
- o See S&K October 7, 2015 proposal for specific tasks and limitations of services. The referenced proposal is hereby made a part of this proposal.

Structural Consulting Services (MHP):

- o Provide structural details as required for Architectural, and MEP scope referenced above.
- o Provide construction administration support,
- o See MHP' October 7, 2015 proposal for specific tasks and limitations of services. The referenced proposal is hereby made a part of this proposal.

Limits of Service and Exclusions

- Interior Improvements:

HPI recognizes that interior building improvements must meet code requirements for SS, FLS and ACS; however the scope of required improvements is unknown at this time. Should interior improvements of the existing building be required such services shall be provided as Additional Services.

- Record Drawings and Field Verification

Record drawing of existing improvements shall be provided by the District in AutoCAD format. HPI's Basic Services include review of the documents provided and field verification of readily observable existing building and site conditions. HPI basic service does not include the generating of CAD drawings for existing building.

Insomuch as the remodeling and/or rehabilitation of an existing structure(s) requires that certain assumptions be made by HPI regarding existing conditions, and because some of these assumptions may not be verifiable without the District expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure(s) the District agrees to bear all costs, losses and expenses, including the cost of Architect's Additional Services, arising from the discovery of concealed or unknown conditions, or from any deficiencies or inaccuracies in any information or documentation relative to concealed conditions furnished to HPI by the District.

- Structural Engineering

- Structural services specifically exclude seismic assessment and upgrade of the lateral or vertical load bearing systems of the existing Student Center Building.

- Civil Engineering

- It is assumed all required services and utilities extend to the building and are sufficient to support the intended uses / improvements.
- Services specifically exclude design and engineering of any and all site utilities and/or other off-site and public improvements.
- Topographic and utility survey services are specifically excluded from this proposal

- Landscape consulting services is not included in this proposal.

- Geotechnical engineering and investigation services are not included in this proposal

Compensation:

- Basic Services:

HPI proposes to provide the services described above on a fixed fee basis of One Hundred Sixty Nine Thousand Eight Hundred Sixty Seven Dollars (\$169,867) as follows:

• Structural	\$ 25,000 x 1.1 = \$ 27,500
• MEP	\$ 16,520 x 1.1 = \$ 18,172
• Cost Estimate	\$ 10,650 x 1.1 = \$ 11,715
• Civil	\$ 6,800 x 1.1 = \$ 7,480
• HPI	\$ 100,000
• Reimbursable Expenses	\$ 5,000

For all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services as specified in Article 2.1 in master agreement

TOTAL = \$ 169,867

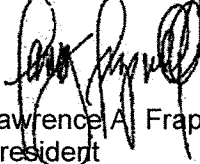
- Payment schedule:

➤ Schematic Design	15% = \$ 25,480
➤ Design Development	20% = \$ 33,974
➤ Construction Documents	35% = \$ 59,453
➤ DSA Approval	7% = \$ 11,890
➤ Bidding	3% = \$ 5,096
➤ Construction Administration	20% = \$ 33,974

Thank you for the opportunity of providing our professional services to the Cerritos Community College District.

Sincerely,

HPI Architecture

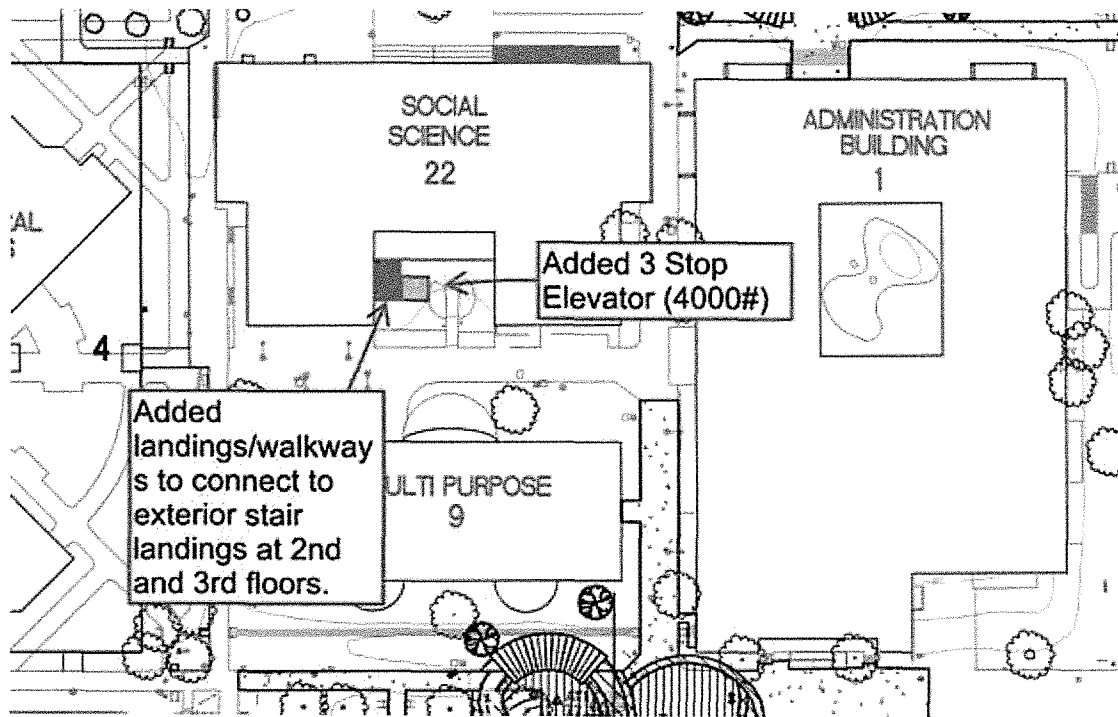


Lawrence A. Frapwell, Architect, LEED AP (BD+C)
President

Enc.

- Exhibit A

EXHIBIT "A"





MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

This MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT (the "AGREEMENT") is made and entered into this 23rd day of December in the year 2013 by and between the CERRITOS COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "DISTRICT", and THE HILL PARTNERSHIP, INC., DBA HPI ARCHITECTURE, hereinafter referred to as the "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, the PARTIES agree this AGREEMENT will be supplemented from time to time with individual "PROJECT ASSIGNMENT AGREEMENT(S)" which will supplement this AGREEMENT and which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this AGREEMENT; provided that, the ARCHITECT (and its services) shall, in each instance in which the ARCHITECT is assigned a task or project under any such "PROJECT ASSIGNMENT AGREEMENT", continue to be governed by the terms of this AGREEMENT in addition to the specific tasks and requirements set forth in the subsequent "PROJECT ASSIGNMENT AGREEMENT(S)";

WHEREAS, DISTRICT desires to obtain architectural services for various modernization and new construction projects throughout the DISTRICT, each of which shall be incorporated into this AGREEMENT through a valid PROJECT ASSIGNMENT AGREEMENT and deemed a "PROJECT" subject to all the terms and conditions of this AGREEMENT;

WHEREAS, the PARTIES agree that the written PROJECT ASSIGNMENT AGREEMENT shall reference this Master Architectural Services Agreement as well as identify the specific PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, Architect's project number, and basis of compensation;

WHEREAS, the ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each PROJECT and as further described in the various PROJECT ASSIGNMENT AGREEMENT(S) to this AGREEMENT;

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PROJECT ASSIGNMENT AGREEMENT(S) with the terms set forth in this AGREEMENT, the PARTIES agree that the terms currently set forth in Articles III through IX and XIII shall always be controlling unless otherwise set forth in this AGREEMENT;

WHEREAS, the ARCHITECT understands and agrees that the execution of this Master Architectural Services Agreement by the PARTIES does not require the DISTRICT to award any specific projects, tasks, or work to the ARCHITECT;

WHEREAS, ARCHITECT understands that state and/or local bond funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If adequate state funding and/or local bond funding is not received for any PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT and as otherwise set forth in the individual PROJECT ASSIGNMENT AGREEMENT(S) that are executed between the DISTRICT and ARCHITECT in connection with a PROJECT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000 et seq., including signing the required certification.

4. The ARCHITECT shall submit a Program, schematic design (SD), design development (DD), construction drawing (CD), DSA schedule for review and approval by the DISTRICT. ARCHITECT shall provide major milestones and comply with said schedule, as well as manage all their consultants accordingly. ARCHITECT shall provide monthly schedule updates for review. Should the ARCHITECT not adhere to the approved schedule, the ARCHITECT shall provide a recovery schedule within five (5) days upon request by the DISTRICT. Along with the recovery schedule, ARCHITECT shall submit a written plan on how it will comply with the recovery schedule. Weekly updates will be required until all days have been recovered. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before the date(s) that are approved by the DISTRICT and detailed in the PROJECT ASSIGNMENT AGREEMENT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described in this Article, and include structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, and estimating services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The contract(s) between the DISTRICT and Contractor(s) awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contracts between the DISTRICT and Contractor(s), drawings, specifications, addenda and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor(s).

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, health department, health department cross connection contamination, water, sanitary or storm sewer, storm water permits, telephone, public utilities, as well as the Air Quality Management District (AQMD), the County Fire Marshall, the State Water Resources Control Board (SWRCB), the State Chancellor's Office (State Chancellor) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining, based on information provided by the District, the adequacy of existing utilities to support the proposed PROJECT and shall be responsible for any design or documentation required to make points of connection to existing utility services required for the PROJECT. The ARCHITECT may need to research existing campus drawings which shall be provided by the DISTRICT, make reasonable efforts to obtain drawings from the DSA on the basis of previous DSA approval numbers as provided by the DISTRICT and/or cooperate with other DISTRICT A/E consultants to obtain the necessary information. The ARCHITECT must visit the site, as often as necessary, to become familiar with readily observable existing surface conditions.

4. RESERVED.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements prior to preparing preliminary designs for the PROJECT. Such evaluation shall include consideration of alternative approaches to design and construction of the PROJECT and evaluation of any educational specification requirements provided by the DISTRICT.

6. The ARCHITECT shall review and become familiar with the Board of Trustees (BOT) approved master plan; shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations; and shall review the surveys, evaluations and studies with the DISTRICT to ensure prospective PROJECTS are planned and sited in accordance with the master plan.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT during the Schematic Design Phase including, but not limited to, size, quality, complexity, during the programming phase. During the Design Development Phase, the ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, during the programming phase unless such changes materially and substantially alter the design of the PROJECT.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or other separate consultants retained by DISTRICT. To the extent possible, the PARTIES shall endeavor to detail, in the PROJECT ASSIGNMENT AGREEMENT(S) entered into between the PARTIES, all the consultants that will be retained by the DISTRICT in connection with a PROJECT.

11. Upon the request of the DISTRICT, the ARCHITECT shall provide detailed estimates of construction costs-to DISTRICT, as further described in Articles V and VI.

12. RESERVED.

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs of equipment that is incorporated into the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for, or in connection with code or DISTRICT required graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. To the extent the ARCHITECT is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the ARCHITECT shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT. Travel required in the execution of this requirement for items requested by the DISTRICT exceeding 200 miles shall be considered a reimbursable expense in accordance to Article XI, Section 1.

16. The ARCHITECT shall review, become familiar with and incorporate the DISTRICT's Campus Standards. THE ARCHITECT shall consult with DISTRICT should there be any changes in industry relative to the Campus Standards in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that

materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall work with the DISTRICT to utilize and consider funding from grants and alternative funding sources as identified in the PROJECT ASSIGNMENT AGREEMENT(S).

19. The ARCHITECT shall prepare for, and make formal presentations to, the BOT of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. The ARCHITECT shall cooperate with and endeavor to provide the necessary coordination with the DISTRICT's consultants including, but not limited to, AV/IT consultants, Furniture/Fixture/Equipment consultant, Space Planner, SWPPP consultant, and Geotechnical consultants for design interface, background coordination, design meetings, etc.

24. The ARCHITECT shall prepare all SD, DD, and CD drawings in a CADD or three dimensional electronic format, such as REVIT. Architect shall provide electronic files of such drawings for the convenience of the Contractor(s) related to the Contractor's responsibility to provide CADD or B.I.M. drawings for overhead and underground coordination, including but not limited to, the General Contractor and/or trade contractors. The use of B.I.M. related files shall be limited to use for horizontal and vertical control only. The DISTRICT agrees to incorporate terms into the Contract Documents with the Contractor that such CADD or three dimension electronic format drawings are only provided to the Contractor for convenience purposes and do not substitute for or alter the PROJECT's Construction Documents.

25. The Owner has hired a program manager/construction manager (PM/CM) to administer and coordinate all of the Projects on the District's behalf. The Architect shall cooperate with the PM/CM and respond to any request or directives authorized by the District to be made or given by the PM/CM when such requests or directives are in accordance with the AGREEMENT.

26. The ARCHITECT shall work in concert with the District's space planning consultant. The ARCHITECT shall coordinate and spend the necessary time to understand the educational program, master-plan, and work with, campus end users, deans and campus administration, along with making recommendations for Project scope, size, building and site space relationships.

27. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT as set forth in Article II, Section 5.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. The ARCHITECT shall perform all schematic design services set forth in this paragraph as well as those services detailed in Exhibit "A" of this AGREEMENT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT, at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase will be provided as an additional service in accordance with Article III unless such construction schemes are necessary due to the fault of the ARCHITECT or result from the PROJECT exceeding the estimated budget constraint due to the ARCHITECT's actions or inactions.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall review and observe existing conditions or facilities that are reasonably visible based on access provided by the DISTRICT and shall make reasonable efforts to visually confirm such conditions or facilities are consistent with drawings of existing conditions as provided by the DISTRICT.

g. The ARCHITECT shall coordinate and conduct the necessary user group meetings with DISTRICT personnel and incorporate such feedback and information provided at these meetings into the ARCHITECT's Construction Documents. The ARCHITECT shall prepare meeting minutes following each meeting regardless of the type or purpose of the meeting and provide such meeting minutes to the DISTRICT.

h. The ARCHITECT shall perform Schematic Design Phase Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Upon request by the DISTRICT, the ARCHITECT shall reconcile the ARCHITECT's estimate of construction cost with the estimate of any third party estimator obtained by the DISTRICT.

28. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, section 27, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, and materials. The ARCHITECT shall perform all Design Development Phase services set forth herein Article II, Section 28, as well as those services detailed in Exhibit "A" of this AGREEMENT.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost. Upon request by the DISTRICT, the ARCHITECT shall reconcile the ARCHITECT's estimate of construction cost with the estimate of any third party estimator obtained by the DISTRICT.

c. The ARCHITECT shall perform Design Development Phase Services to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

29. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent three dimensional or B.I.M. format as specifically identified in the PROJECT ASSIGNMENT AGREEMENT(S) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of the State Chancellor and DSA. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and Group I equipment required for the PROJECT. The ARCHITECT shall perform all Construction Document Phase services necessary to complete the PROJECT as set forth herein Article II, Section 29, as well as those services detailed in Exhibit "A" of this AGREEMENT. Prior to DSA approval, ARCHITECT shall run clash detection and resolve all clashes.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of all governmental agencies having jurisdiction over, the PROJECT, including the State Chancellor, DSA, City Design Review (DRC), County Health Department, Local and County Fire Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared.

c. The ARCHITECT shall provide the DISTRICT with an estimated PROJECT Construction Cost which includes any and all changes required by the DSA or any other governmental agency having jurisdiction over the PROJECT. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

e. The ARCHITECT shall provide a third party (internal or external resource) Constructability/Quality Control document for DISTRICT and DISTRICT's Representative for review and record and shall provide a follow up document advising how each constructability item has been addressed prior to bid. This document shall be submitted to DISTRICT and DISTRICT Representative for review and record no later than final DSA approval.

30. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall assist in the preparation of necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. RESERVED.

d. The ARCHITECT shall forward a reproducible set of Construction Documents and specifications to a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, the ARCHITECT shall provide the DISTRICT with the requested electronic file set forth in the PROJECT ASSIGNMENT AGREEMENT(S).

e. The ARCHITECT shall only submit DSA or required governing agency approved and stamped Construction Documents to the DISTRICT's designated reprographics company for use on the PROJECT's bid unless specifically instructed otherwise by the DISTRICT in writing.

f. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to the drawings, specifications and other documents resulting therefrom prior to the bid date.

g. If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget as set forth in Articles V and VI.

31. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT representative shall be a licensed architect empowered to make decisions in the field (i.e., on the project site) or as necessary as not to delay construction activities and/or work in progress.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, attending weekly construction/progress meetings, at the site. The ARCHITECT shall walk the site during each meeting and to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); provide a field/observation report, make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment and the review of laboratory reports thereof subject to DISTRICT knowledge and approval; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT, if the ARCHITECT becomes aware of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor and if construction is not in conformance with the plans and specifications.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which, on the basis of ARCHITECT's observations or knowledge at the site, does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Work. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

l. The ARCHITECT shall, at no additional cost, provide services required or reasonably requested by the DISTRICT made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time.

The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT as well as all changes that arise out of any Requests for Information, Change Orders, Field Directives, or other similar documents that result in a change to the originally approved plans for the PROJECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. RESERVED.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, the State Chancellor, and DSA, in a timely manner and cooperate with the District to ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an as-built AutoCAD file of all record conditions based on marked-up prints, drawings, addenda, RFIs, submittal changes, bulletins and other data which changed the contract documents. The electronic file shall be submitted to the DISTRICT on disk in a PDF.

v. The ARCHITECT shall cooperate with the District to secure the Contractor's compliance with requirements included in the Construction Documents requiring the Contractor to provide services to assist the DISTRICT in the startup and utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation. ARCHITECT shall incorporate into the Construction Documents the requirements for the Contractor to provide services set forth in this Paragraph including, but not limited to, the DISTRICT's required operation and maintenance manual needs and personnel training of all required systems.

w. Prior to start of construction, the ARCHITECT shall verify that the following two documents have been submitted to the Division of the State Architect ("DSA"):

- (1) Contract Information Form DSA-102.
- (2) Inspector Qualification Record Form DSA-5 should be submitted ten (10) days prior to the time of starting construction.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms have not been promptly completed and submitted to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

32. Project Close-Out

a. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described herein Article II, Section 32 (b) and (c) to the DSA for review prior to issuance of a "Certificate of Completion". The ARCHITECT shall submit all documents prepared by or in control of the ARCHITECT to the DSA without delay.

b. During the period the PROJECT or any portion thereof is under construction, the ARCHITECT shall verify that the following two documents have been submitted to the DSA:

1. Copies of the Inspector of Record's semi-monthly reports.
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties or if the DISTRICT has otherwise failed to receive a copy of such forms for delivery to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

c. Upon the completion of all construction, including Punch-List Items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to the DSA:

1. Copy of the Notice of Completion.
2. Final Verified Report Form DSA 6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
3. Final Verified Report Form DSA 6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
8. Copies of the signature page of all Change Orders as approved by DSA.
9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to the DSA by the responsible parties or if the DISTRICT has otherwise failed to receive a copy of such forms for delivery to the DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents from the responsible parties for delivery to the DSA.

d. The ARCHITECT shall provide to the DISTRICT all DSA required forms for DISTRICT coordinated signature. DISTRICT shall return forms to ARCHITECT for DSA closeout

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Making material revisions in drawings, specifications or other documents when such revisions are required by programmatic changes in the PROJECT including changes in the size, quality or complexity of the PROJECT subsequent to approval by the DISTRICT of the Schematic Design Phase documents when such changes materially and substantially alter the design of the PROJECT.

c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct negligence, errors or omissions on the part of ARCHITECT.

d. Providing consultation concerning replacement of work damaged by fire or other cause and furnishing services required in connection with the replacement of such work.

e. Providing services made necessary by the default of the Contractor, which do not arise directly or indirectly from the negligence, errors or omissions of ARCHITECT.

f. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

g. Providing services in connection with evaluating substitutions proposed by the Contractor subsequent to the date bid are opened.

h. Should the construction time be exceeded at no fault of the ARCHITECT, where it is determined that the sole fault is that of the Contractor, ARCHITECT shall be compensated for the time associated with attending additional visits to the site and meetings related to the delay in the PROJECT's completion due to the Contractor's actions or inactions. Payment to the ARCHITECT for attending such additional site visits or meetings on account of delay in the PROJECT's completion is expressly conditioned upon the ARCHITECT having no fault in the PROJECT's delay. In no event shall the basic services described in Article II, Sections 31 and 32 ever be compensated as additional services no matter when such basic services are performed by the ARCHITECT.

i. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. Prior to the Schematic Design Phase, the ARCHITECT shall assist the DISTRICT in the preparation of a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. Upon the completion of the Schematic Design Phase, the DISTRICT shall

review and approve the Construction Cost budget prepared by the ARCHITECT which shall include all work designed or specified by the ARCHITECT, all agreed upon bonding and insurance costs, all agreed upon design and construction contingencies, and an agreed escalation cost through the midpoint of construction and this Construction Cost budget shall be the "APPROVED BUDGET" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4. The DISTRICT shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations including pavement sections.

5. RESERVED.

6. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

7. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

8. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

9. The ARCHITECT shall be entitled to rely upon the information provided by the DISTRICT.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, Construction Document phases, and following DSA approval of the plans and specifications, Construction Cost, as defined in Article V, Section 2 below, shall be reconciled against the DISTRICT's APPROVED BUDGET for the construction of the

PROJECT as developed by the ARCHITECT and the DISTRICT in accordance with Article IV, Section 2 above.

2. PROJECT Construction Cost, as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT. Construction Cost shall not include the following: Any payments to ARCHITECT or consultants for costs of inspections, surveys, and tests not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsive, responsible bidder.

5. Any APPROVED BUDGET or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the APPROVED BUDGET:

- a. The DISTRICT may give written approval of an increase of such fixed limit;
- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT or relative PROJECT ASSIGNMENT AGREEMENT(S) in accordance with Article VIII, Section 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages which bring the PROJECT into approved budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost at no additional cost.

7. If the lowest bid received exceeds the APPROVED BUDGET by more than ten percent (10%) and the DISTRICT chooses to proceed under Article V, Section 6(d. or e.), the ARCHITECT, without additional charge, agrees to prepare deductive change packages and/or redesign the PROJECT until the PROJECT is brought within the APPROVED BUDGET set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROBABLE PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis-considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at the Schematic Design, Design Development and Construction Document phases of his services. If such estimates are in excess of the APPROVED BUDGET, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. RESERVED.

4. The estimate format shall be by the CSI specification, quantity, unit cost, and total with a summary total by CSI division or other format as defined in the PROJECT ASSIGNMENT AGREEMENT. The ARCHITECT shall provide a sample estimate to the DISTRICT for review and approval of the format of the estimate prior to performing any estimates.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, the DISTRICT shall indemnify and hold harmless the ARCHITECT against all damages, liabilities or costs including reasonable attorney's fees and defense cost arising out of or in any way connected with the reuse of the plans and specifications.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute according to the procedures set forth in Article VIII, Section 6 below. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to resolve the dispute pursuant to the dispute resolution procedures detailed in Article VIII, Section 6 below.

6. **Dispute Resolution Procedures.** In the event of a dispute between the PARTIES, the DISTRICT and ARCHITECT agree to informally discuss such disputes and resolve the same through "Direct Negotiations." Direct Negotiation will be the initial process utilized by the DISTRICT or ARCHITECT after the issuance of a written notice of any claim arising out of or relating to this AGREEMENT. Either the DISTRICT or ARCHITECT may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of this AGREEMENT. Direct Negotiation representatives of the parties shall be the DISTRICT's designated representative and the ARCHITECT's designated representative. Any requested Direct Negotiations will take place at the PROJECT or at a mutually agreeable location specified by the PARTIES' designated representatives, and the Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation is requested by either PARTY. The PARTIES shall negotiate in good faith in an effort to

resolve the claim, dispute, or other matter arising out of the AGREEMENT. Each PARTY shall document the results of the Direct Negotiation and these documents shall be exchanged between the PARTIES.

The ARCHITECT agrees that all claims, disputes or controversies that the ARCHITECT may have that arise out of or relate to this AGREEMENT, or breach thereof, which are not resolved by Direct Negotiations as described hereinabove, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the PARTIES. In the event the PARTIES are unable to agree upon the identity of the mediator within fifteen (15) days from the date either PARTY submits a written request to mediate a claim, dispute or controversy, the mediator shall be selected pursuant to the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the PARTIES. The PARTIES shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. The ARCHITECT shall not commence or pursue litigation on a claim, dispute or controversy related to this AGREEMENT until the PARTIES have first mediated the same.

In the event a claim, dispute or controversy remains unresolved after mediation, such ARCHITECT claim, dispute or controversy may be submitted to a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION INCORPORATED, OR ATTACHED TO ANY PROJECT ASSIGNMENT AGREEMENT AS AN ATTACHMENT, SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. For performing all the basic services set forth in Article II and Exhibit "A" that are necessary for the completion of a PROJECT (collectively the "Basic Services"), the DISTRICT agrees to pay the ARCHITECT an amount not to exceed the applicable fee percentages set forth in Exhibit "B". In no event shall the Architect Fee for Basic Services for any PROJECT exceed the fee percentages set forth in Exhibit "B". The ARCHITECT's compensation for Basic Services on a PROJECT shall be determined by applying the appropriate fee basis to the agreed upon fee schedule set forth in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT (the "Architect Fee"). The Architect Fee shall always be based upon the APPROVED BUDGET that is accepted by the DISTRICT at the completion of the Schematic Design Phase unless the terms of Article X, Section 1(a) apply. Fluctuations in the PROJECT's approved

construction cost after the Schematic Design Phase shall not affect the Architect Fee in any way unless the provisions of Article X, Section 1(a) apply.

a. If the lowest responsive responsible bid received for the PROJECT is more than five percent (5%) less than the APPROVED BUDGET, the ARCHITECT's compensation for Basic Services shall be determined by applying the actual Construction Cost, based upon the lowest responsive responsible bid, to the fee schedule set forth in the applicable PROJECT ASSIGNMENT AGREEMENT rather than the APPROVED BUDGET. For purposes of calculating the ARCHITECT's compensation for Basic Services under this Section, the Construction Cost shall include the total award from the initial construction contract(s), plus all approved additive and deductive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT. Payments to the ARCHITECT shall be adjusted accordingly, at the time bids are opened, in order to account for the applicable fee basis triggered by this Section.

2. Payment of the Architect Fee on a PROJECT will be as follows unless otherwise agreed to in an approved PROJECT ASSIGNMENT AGREEMENT:

a. Schematic Design: No more than ten percent (10%) of the estimated Architect Fee, to be paid monthly based on actual level of completion.

b. Design Development: No more than fifteen percent (15%) of the Architect Fee, to be paid monthly based on actual level of completion.

c. Construction Documents: No more than forty percent (40%) of the Architect Fee, to be paid monthly based on actual level of completion

d. D.S.A. Approval: No more than three percent (3%) of the Architect Fee payable upon final stamped approval of all Construction Documents by the DSA.

e. Bidding Phase: No more than two percent (2%) of the estimated Architect Fee, to be paid upon the DISTRICT's award of the PROJECT.

f. Construction Phase: No more than twenty percent (20%) of the Architect Fee, to be paid monthly based on actual level of completion

g. Close-Out Phase: five percent (5%) of the actual the Architect Fee, payable upon the completion of all requirements set forth in Article II, Section 32 involving the submittal of PROJECT documentation, including, without limitation, record and as-built documents forwarded to DISTRICT and the applicable governmental agencies having jurisdiction over the PROJECT. The required documents (independent of DISTRICT requirements) shall be delivered within sixty (60) days of PROJECT acceptance. This Paragraph also requires submission of all required documents and information to the DSA for close-out and certification, and approval and confirmation by the DISTRICT that all required documents have been submitted to DSA.

h. DSA Certification of Project: Upon receipt of final PROJECT close-out certification from the DSA, the DISTRICT shall release the final five percent (5%) of the actual Architect Fee,

to increase the total amount paid to the ARCHITECT to one hundred percent (100%) compensation due for the PROJECT.

3. The ARCHITECT must obtain the DISTRICT's written approval to perform any additional services including, but not limited to, services related to any change order or corresponding work. In the event the ARCHITECT performs any services in connection with a change order without first obtaining the DISTRICT's written direction and/or approval, no increase in the ARCHITECT's Fee will be paid to the ARCHITECT on account of such services or due to any increase in the Construction Cost of the PROJECT or any portion thereof related to such change order or corresponding work.

4. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2 based on the APPROVED BUDGET or bid price as applicable pursuant to Article X, Section 1(a).

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any additional services rendered during the additional period of time for items such as additional site visits and/or meetings shall be negotiated and subject to prior approval by DISTRICT Board. Payment for approved extra services arising from Contractor-caused delays shall only be made if such delays are not the fault of the ARCHITECT and do not arise from any errors or omissions of the ARCHITECT. The ARCHITECT shall not receive any additional compensation for performing Basic Services no matter when such services are performed.

6. Expenses incurred beyond those noted under ARTICLE XI by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

7. Payments for services and reimbursable expenses shall be made monthly by ARCHITECT in proportion to services performed and reimbursable expenses incurred. DISTRICT shall, within thirty (30) calendar days of receipt of ARCHITECT's invoice pay all undisputed charges thereon. The DISTRICT shall advise the ARCHITECT of any disputed charges within twenty one (21) calendar days from the date the DISTRICT receives an invoice from the ARCHITECT with such disputed charges.

8. In the event the DISTRICT incurs additional costs on the PROJECT due to errors and omissions by the ARCHITECT which exceed 2% of the sum of all PRIME contracts, the ARCHITECT shall reimburse the DISTRICT 50% of the Prime Contractors' OH&P markup related to such errors and/or omissions.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

- a. Reproduction of drawings and specifications by this AGREEMENT, which includes sets of construction documents and all progress;
- b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT;
- c. Renderings, models, mock-ups requested by the DISTRICT;
- d. Professional photography;
- e. Travel expenses in excess of 200 miles from the PROJECT site that are approved by the DISTRICT, in writing, before such expenses are incurred; and
- f. Other PROJECT related expenses that may be approved by the DISTRICT in a PROJECT ASSIGNMENT AGREEMENT before such expenses are incurred by the ARCHITECT.

2. Estimates of reimbursable expenses shall be established in each PROJECT ASSIGNMENT AGREEMENT, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable expenses shall not include the following unless otherwise approved in a PROJECT ASSIGNMENT AGREEMENT:

- a. Travel expenses unless otherwise permitted under Article XI, Section 1 above;
- b. Check prints;
- c. Prints, or plots of plans or specifications made for ARCHITECT's or ARCHITECT's consultants use in the provision of the services;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables except as enumerated in Article XI, Section 1 above;
- f. Models or mock-ups unless requested by the DISTRICT; and
- g. Time required for meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public local agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of its basic professional services, shall furnish, at the ARCHITECT's own expense, the services of landscape architects, structural, mechanical, and electrical and civil engineers.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent, person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall have authority to make critical PROJECT decisions in a timely manner that shall be binding upon the ARCHITECT and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and ARCHITECT during all phases, unless noted otherwise, of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT. Written record of DISTRICT related construction progress meetings during the Construction Phase of the PROJECT are to be provide by the District's Program Manager.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend and hold DISTRICT and the DISTRICT's Program/Construction Manager entirely harmless from all liability arising out of:

a. Workers' Compensation. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. If arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability. If arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the ARCHITECT.

d. The PARTIES understand and agree that Article XIII, Section 2 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT. Any other indemnity that is attached to this AGREEMENT as part of any PROJECT ASSIGNMENT AGREEMENT shall be void and unenforceable between the PARTIES.

e. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY SUBSEQUENTLY EXECUTED PROJECT ASSIGNMENT AGREEMENT(S) SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the state of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter to the extent commercially available at rates consistent with the time of execution of this AGREEMENT, adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Documents/Papers Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Section 3(a),(b),(c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers Compensation. ARCHITECT assumes full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may only be amended or modified by a written PROJECT ASSIGNMENT AGREEMENT or other written document that is signed by both the DISTRICT and the ARCHITECT. Any PROJECT ASSIGNMENT AGREEMENT referencing this AGREEMENT shall be incorporated herein by this reference and made a part hereof.

9. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

10. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

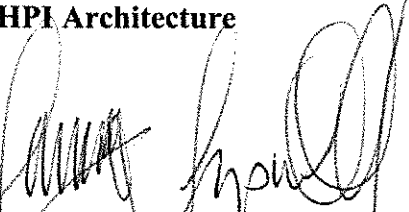
11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. The Recitals set forth hereinabove are expressly incorporated herein and are agreed upon as correctly setting forth the nature of this AGREEMENT between the PARTIES.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)


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

ARCHITECT:
The Hill Partnership, Inc.
dba HPI Architecture

By: 

LAWRENCE A. FRAPWELL
PRESIDENT

DISTRICT:
Cerritos Community College District

By: 

DAVID EL FATIA
VICE PRESIDENT OF BUSINESS SERVICES

EXHIBIT "A"

The following Architectural and Engineering Checklist of services defines the requirements that shall be required, for every PROJECT that is completed pursuant to the Master Architectural Services Agreement between the DISTRICT and the ARCHITECT, as they apply to the various design phases. It is intended to be a guide in order to obtain uniformity and coherence in information provided by the ARCHITECT and Engineers, and in the presentation of Design Documents and is the basis for determining completeness for each design phase submission.

The Checklist includes:

- Schematic Design Phase Submission
- Design Development Phase Submission
- Construction Document Phase Submission
- Construction Document Phase Final Submission

SCHEMATIC DESIGN PHASE SUBMISSION

Civil/Landscaping

All Site documentation will:

- Be coordinated with similar activities in other disciplines.

Proposed and Existing Site Plans

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

- Major landscaping.
 - Major trees and vegetation.
 - Outcroppings.
 - Fences and Barriers.
- Site features and conditions.
 - Existing contours.
 - Flood zones or hazards.
 - Property lines.
 - Layout leases or easements.
 - Zoning setbacks.
 - Unusual seismic conditions as provided by District Geotechnical Engineer
 - Identifiable site constraints.
 - Utility lines.
 - Manholes, drains, utility access.
 - Analyze historic or archaeological impact with District consultant as requested by the District.
- Paved Surfaces
 - Major streets.

- Vehicular routes.
- Curbs.
- Walks.
- Pedestrian access routes.
- Bicycle paths and parking.
- Parking with handicapped locations.
- Service areas.
- Other paved areas.
- Other elements.
 - Nuisance land uses.
 - Convenience nodes (mass transit, drop-off area) coordinated with Transportation Consultant as deemed appropriate by District and A/E team.
 - Facilities that may have interruption of any utility.
- Proposed contours.
- Limits of work.
- Indication of future surrounding improvements.

Demolition Plan

Basis for Design Report

- Utilities statement: companies, agencies, individual contacts.
 - Electrical power
 - Mechanical
 - Site utilities
 - Fire protection
- Analysis/description of conceptual design solutions
 - Design objectives.
 - Environmental determinants
 - Site utilities
 - Land forms
 - Irrigation system
 - Lawns and plantings based on programming
 - Grading
 - Physical site characteristics
 - Impact of building on site
 - Impact of site on building
- Concept plan for drainage and grading
- Demolition requirements

Architectural

All Architectural documentation will:

- Be coordinated with similar activities in other disciplines.

Floor plan of each level.

- Area names.

- Capacity information (no. of beds, seating, etc.)
- Departmental assignments.
- Floor elevations.
- Lightwells.
- Mechanical areas.
- Multilevel spaces.
- Partition locations.
- Planning grid.
- Preliminary Group I equipment and description. Coordination of Group II FF&E with District's consultant.
- Public areas.
- Room names.
- Service Areas.
- Skylights.
- Vertical transportation.
- Preliminary furniture and equipment layout for coordination with District's consultant
- Indicate major materials and systems.
- Outline of finishes.

Code Analysis Report & Diagrammatic Plans

- List features required by CODE.
- CODE analysis.
- Fire areas.
- Fire walls.
- Smoke zones.
- Travel distances.
- Areas of refuge.
- Define building type.
- Define use category.

Area Calculations Spreadsheet

Building exterior elevations.

- Indicate surface materials for all areas.
- Finish grades
- Major floor elevations above and below grade
- Significant site features
- Exposed mechanical and electrical equipment.
- Sketch elevations or perspectives of buildings.
- Description of various design features.

Building Section

- Relative thickness of floors.
- Relative thickness of walls.

- Major floor elevations.
- Finish grades.
- Major room names.
- Significant mechanical and electrical equipment.
- Relationship to site contours.

Basis for Design Report

Outline specification

Structural

All structural documentation will:

- Be coordinated with similar activities in other disciplines

Structural schematic floor plans

- Indicate foundation design.
- Indicate major bracing locations.
- Locate typical bay.
- Indicate structural framing systems.

Basis for Design Report

- Provide description of proposed vertical and lateral load resisting systems.
- Indicate loading based on code assessment.
 - Vertical Loading
 - Seismic and Wind Loading
- Discuss need for vibration requirements and analysis

Mechanical

All Mechanical documentation will:

- Be coordinated with similar activities in other disciplines.

Locate existing mechanical HVAC equipment, if applicable.

Lay out major components.

Verify locations of mechanical rooms with architectural plans.

Verify locations of vertical shafts with architectural plans.

Identify connections to major utilities.

- Steam

- Chilled water

Indicate existing intakes and exhausts relationships to

- Loading docks
- Kitchen
- Emergency generator
- Other

Basis for Design Report

- Present conditions
- Design conditions
 - Outside air temperature
 - Inside air temperature
 - Air changes
 - Relative humidity
 - Utility pressure
 - Methodology for utility demands
- Special requirements
 - Fume hood
 - Biosafety cabinet
 - Other local exhaust requirements
 - Constant temperature rooms
 - Clean rooms
- Overall HVAC system concepts
- Energy recovery systems
- Life cycle cost analysis, if required.
- Analysis of conceptual design solutions.
 - Energy source
 - Energy conservation
 - Heating and ventilating
 - Air conditioning
- Discussion of alternative materials, systems, and equipment as requested by the District and as deemed appropriate by the A/E team.

Plumbing

Locate existing Plumbing equipment, if required.

Lay out major components.

Verify locations of vertical shafts with architectural plans.

Identify connections to major utilities

- Natural gas

- Water
- Special water (De-ionized)
- Sewer
- Specialty gases (systems or tanks)
- Vacuum
- Compressed air

Basis for Design Report

- Present conditions
- Requirements for plumbing services
 - Waste recovery
- Overall plumbing system concepts.
- Fire protection
- Discussion of alternative materials, systems, and equipment as requested by the District and as deemed appropriate by the A/E team.

Locate existing fire protection equipment or systems, if applicable.

Lay out major components

Basis for Design Report

- Present conditions
- Requirements for fire protection
- Overall system concepts
- Discussion of alternative materials, systems, and equipment as requested by the College and as deemed appropriate by the A/E team.
- Calculation of the existing water supply
- Calculation of the required water supply
- Hydrostatic flow test as provided by District
- Schematic plans with overall fire protection concepts
- Special fire suppression systems
 - Descriptions
 - Locations
 - Justification for use

Electrical

All Electrical documentation will:

- Be coordinated with other disciplines.

Locate existing connections to

- Power
 - Primary voltage
 - Primary voltage transformation
 - Secondary distribution
 - Illumination
 - Emergency and UPS systems
 - Special grounding
- Communications
 - Shielding
 - Internal communication systems
 - Telephone system
 - Data and LAN systems
 - Television system
- Safety
 - Fire detection systems
 - Security systems
 - Equipment and alarm systems
- Other
 - Regulated clock systems
 - Special electric systems

Layout of major components of existing system, if applicable.

- Power
- Communications
- Safety
- Other

Single Line indication of major feeder routes

Indicate general space requirements

Verify locations of electrical rooms with architectural plans

Verify locations of vertical shafts with architectural plans

Basis for Design Report

Calculations of existing size and available capacity

- Power
 - Primary voltage
 - Primary voltage transformation
 - Secondary distribution
 - Illumination
 - Analysis/description of conceptual site lighting design solution
 - Emergency and UPS systems

- Special grounding
- Communications
 - Shielding
 - Internal communication systems
 - Telephone system
 - Data and LAN systems
 - Television system
- Safety
 - Fire detection systems
 - Security systems
 - Equipment and alarm systems
- Other
 - Regulated clock systems
 - Special electric systems

Existing conditions and systems

Electrical plant analysis

Description of primary service available

Overall electrical system concept

Systems outline proposed

Life safety equipment load

Description of emergency power system

DESIGN DEVELOPMENT PHASE SUBMISSION

Civil/Landscaping

All site documentation will:

- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design phase

Vicinity Plan

Existing Site Plan, if required.

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

- Major landscaping
- Site features and conditions
- Paved surfaces
- Structures
- Other elements

Proposed Site Plan

- Existing site information as provided by District per Article IV, Section 2.
- Building footprint
 - Spot elevations
- Key design elements
- Major landscaping
- Utility lines
- Concept plan for drainage and grading.
- Vehicular access routes
- Pedestrian access routes
- Parking
 - Accessible parking
 - Motorcycle
 - Bicycle
 - Striping
 - Overall dimensions
- Walks
 - Overall dimensions
- Curbs
 - Curb cuts
 - Dimensions
- Service areas
- Proposed contours
- Construction related information
 - Location for excavated material
 - Site access routes
- Indications of phasing
- Limits of work
- Indication of future surrounding improvements
- Indication of artwork
- Location of signage
- Coordinate security measures with District's consultant
 - Closed circuit TV

- Gates and booths

Preliminary landscape details

Demolition plan

- Erosion control measures
- Preliminary demolition and removal

Basis for Design Report

- Establishment final scope
 - Relationships
 - Form
 - Size
 - Appearance
- Utilities statement: companies, agencies, individual contacts
- Stormwater management report
- Erosion/sediment control report
- Concept plan for drainage and grading
- Demolition requirements
- Alternative materials, systems, and equipment

Development of draft specification and material list

Architectural

All Architectural documentation will:

- Be a minimum of 35% complete
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design 15% phase

Floor plans of each level

- Identification of existing and new construction
- Double line plans with precise wall thicknesses
- All programmed rooms
- Equipment rooms
- Signal rooms
- Electrical rooms
- Telephone closets
- Mechanical rooms
- Shafts
- Circulation corridors
- Stairs

- Ladders
- Elevators
 - Number
 - Type
 - Size
- Automatic conveyances
- Room names
- Department or area names
- Planning grid
- Structural grid
- Floor elevations
- Group I Equipment
- Coordination of Group II FF&E with District's consultant.
- Multilevel spaces
- Skylights
- Lightwells
- Significant Mechanical equipment
- Significant electrical equipment
- Capacity information (no. of beds, seating, etc.)
- Overall dimensions
- Plan and layout of typical or repetitive spaces
- Special interior design features
- Fire protection
 - Fire walls
 - Smoke walls
 - Smoke zones

Roof Plan

- Major roof elements
 - Skylights
 - Hatches
 - Major mechanical equipment
 - Major electrical equipment
 - Elevator machine rooms
- Reflected ceiling plan
 - Areas of special interest
 - Major components

Code Analysis Plans

Materials and Finish Plans

- Establish the final scope relative to interior construction

- Materials
- Finishes
- Colors

Furniture and Equipment Plans

- Group I Equipment selections.
- Coordination of Group II FF&E with District's consultant.

Building exterior elevations

- Indicate all surface materials for all areas
- Significant site features
- Visual impacts of Mechanical equipment and screening

Building interior elevations

- Typical spaces
- Major spaces
- Areas of special interest
- Areas of special complexity

Building sections

- Set floor to floor dimensions
- Establish floor elevations
- Set interstitial space dimensions

Construction details

- Typical wall sections
 - At window
 - At solid wall
 - At parapets and roofs
 - At finished grades and footings

Construction sections

- Typical stairways
- Typical elevator shaft and machine room
- Utility coordination cross sections

Basis for Design Report

Updated Area Calculations Spreadsheet

Draft specification

- Materials Lists

Alternative materials, systems, and equipment

Structural

All reports and other documentation will

- Be a minimum of 35% complete
- Be coordinated with similar activities in each discipline
- Address all remarks from the Schematic Design 15% phase

Structural Plans

- Foundation Plan: Grids, overall dimensions, footing locations and estimated sizes, typical foundation notes, beginning columns and footing schedules.
- Floor Framing Plan: Grids, dimension to elements off grid, main and secondary framing locations, main framing sizes, edge of slab/diaphragm conditions including main shaft openings for vertical transportation and MEP requirements.
- Roof Framing Plans: Similar to Floor Framing.
- Elevations: Critical Elements such as Frames (Braced or Moment), Shear and Retaining walls as occur. Elevations at this level will start to define configuration, location, member size and alignment with other elements such as top of footing and floor to floor heights.
- Sections and Details: Basic pictorial representation of critical sections for coordination with Architect and MEP consultants to define clearances and structural envelope. Define exterior curtain wall stud sizes and connection types. Foundation sections where necessary to define issues for coordination of sub-structure utilities.

Basis for Design Report

- Basis of design document will be updated to incorporate any changes that occur between SD phase and the end of DD issue date and will provide more complete information including sizes of members and other important decisions made by the design team.
- Update report as required for any revisions to geotechnical engineering report.

Draft specifications or materials list

Mechanical

All Mechanical documentation will:

- Be a minimum of 35% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic design 15% phase

Mechanical Site drawings

- Chilled water piping and connections

Mechanical plan drawings

- Block layouts of mechanical spaces
- Indicate existing equipment
- Layout of major components in equipment rooms
- Approximate equipment sizes and capacities
- Required space for equipment
- Required chases and clearances
- Acoustical and vibration control
- Single line presentation of ductwork systems
- Single line HVAC piping mains
- BAS controls
- Energy conservation
- Shafts

Development of draft specifications

- List manufacturers of equipment

Basis for Design Report

- Plant analysis
- Design intent and scope of systems
- Systems outline for proposed project
 - Heating source
 - Refrigeration source
 - HVAC systems
 - Energy conservation
- Block load calculations for space cooling and heating
- Energy analysis for HVAC system.
- Energy recovery analysis
- Energy conservation analysis
- Connected load requirements

Plumbing Plan drawings

- Domestic water piping infrastructure and connection to existing infrastructure
- Storm drain piping infrastructure and connection to existing infrastructure
- Sewer piping infrastructure and connection to existing infrastructure
- Gas piping infrastructure and connection to existing infrastructure

Plumbing Plan drawings

- Location of existing plumbing equipment, if applicable
- Layout of major components
- Plumbing fixtures
- Distribution layouts

- Utilities
- Piped gas systems
- Hot water
- Water softening
- Plumbing piping mains
- Drainage piping mains
- Shafts
- Plumbing specialties
- Pipe materials

Basis for Design Report

Coordination with structural for support of piping

Development of draft specifications

- List manufacturers of equipment
- Specify manufacturers of equipment

Fire Protection Plan drawings

- Existing fire protection systems, if applicable
- New fire protection mains
- Equipment layouts
- Required space for equipment
- Block layouts for fire protection system

Basis for Design Report

Development of draft specifications

- List manufacturers of equipment
- Approximate sizes and capacities of major components

Electrical

All electrical documentations will:

- Be a minimum of 35% complete
- Be coordinated with similar activities in other disciplines
- Address all remarks from Schematic Design 15% phase

Scaled Electrical plans

- Scaled one-line diagrams of proposed electrical system
 - High-voltage circuitry or transformation required
 - Emergency power
 - Fire alarm

- Layout of major components in all electrical equipment rooms
- Preliminary sizes of major components
- Emergency / UPS
- High-Voltage systems
- Primary transformers
- Emergency generator
- Identify special features
 - Telephone connections
 - Data connections
 - LAN locations and MIS provisions
 - Under floor raceways
 - Occupancy Sensors
 - Occupancy sensors
 - Power outlets
 - Exit lights
 - Fire alarm
 - Signal system devices

Tentative layouts of components where space is critical

Ceiling plans

- Location of lighting fixtures
- Type of lighting fixtures

Electrical site plan details

- Service entrance locations
- Initial distribution diagram for power
- Telephone
- Signal Systems

Details for site electrical work

Basis for Design Report

- Electrical plant analysis
- Criteria for lighting
- Criteria for electrical system
- Criteria for communication systems
- Building automation concept
- Systems outline with manufacturers and types of systems
- Exterior lighting analysis

Establishment of the final scope

Overall building connected load requirements

Engineering team shall cooperate with District for review and approval from each utility company or agency on design development drawings

Development of draft specifications or materials lists

Summary

All reports and documentation will:

- Be coordinated with similar activities in each discipline
- Address all remarks from Schematic Design 15% phase

Code Analysis

- Outline of design conformance with regulatory agencies
- Outline of applicable codes
- Building classification
- Zoning category
- Construction type

Design Reports

- Basis for Design with revisions from schematic phase

Building envelope analysis for purposes of Title 24 and CalGreen requirements.

Specifications

- General and supplemental conditions of contract
- Draft of specifications with criteria and quality standards
 - Significant architectural materials
 - Architectural systems
 - Equipment

Design Calculations

- Structural
 - Preliminary structural calculations including project scope, project design criteria, designs for a majority of the main beams and columns and foundation elements to the level of size and thickness, based on general allowable soil pressures.
- HVAC
 - Indoor design conditions U-value calculations
 - Outdoor design conditions U-value calculations
 - Ductwork sizing in plenums and shafts
 - Cooling loads
 - Heating loads
- Plumbing
 - Plumbing calculations
 - Pump sizing

- Tank sizing
- Fire Protection
 - Sprinkler calculations
 - Fire alarm requirements
- Electrical

CONSTRUCTION DOCUMENT PHASE SUBMISSION

Civil Landscaping

All Site documentation will:

- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document phase

Vicinity Plan

Existing Site Plan, if applicable.

All existing boundary, topography and utility information to be provided by District per Article IV, Section 2.

Proposed Site Plan

- Existing site information as provided by District per Article IV, Section 2.
- Dimension major site features
- Building footprint
- Key design elements
- Major landscaping
- Utility lines
- Plan for drainage and grading
- Vehicular access routes
- Pedestrian access routes
- Parking
- Walks
- Curbs
- Service areas
- Proposed contours
- Indications of phasing
- Limits of work
- Indication of future surrounding improvements
- Indicate artwork
- Locate signage
- Coordinate security measures with District's consultant

Sanitary

- Invert elevations for sewage system

- Legends
- Notes
- Details
- Site plan
- Sized equipment
- Profiles
 - Original Grade
 - Finished grade
 - Manholes
 - Inlets
 - Pipe size
 - Road and walk crossings
 - Elevations of other pertinent utilities

Planting plan

- Location of all trees, shrubs, and lawns
- Complete planting list
- Planting details
- Identify interior planting

Landscape details

Demolition plan

Utility plot plan

- Existing utilities and their connections
- Proposed trunk sewers
- Water distribution loop
- Gas distribution mains
- Location arrangement of water treatment equipment

Alternate schemes

Specifications and material list

- Supporting documentation

Site Construction Document Design Report

- Update Basis of Design

Architectural

All Architectural documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document 35% phase

Entire project site on one sheet for reference

Floor plans on each level

- Indication of artwork
- Code required signage locations

Roof plan

Reflected ceiling plans

Material and Finish Plans

- Material type
- Graphics
- Patterns

Enlarged plans

Code Analysis Plans

Updated Area Calculations Spreadsheet

Interior elevations

- Code required signage locations

Exterior elevations

Signage location

Building sections

Construction details

- Any unique condition not previously covered

Furniture and Equipment Plans

Coordination of Group II FF&E Installation plans included as applicable

- Furniture
- Equipment

Color and finish boards with physical samples

List of new and reused items to be coordinated with District's consultant

- Number
- Cross referenced to details
- Cross referenced to specifications

Architectural Design Report

- Update Basis of Design

Structural

All Structural documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Document 35% phase

Structural floor plans for each level and roof

- Column reference lines
- Final dimensions
- All bracing
- Sizing of all components
- Special provisions for installation or removal of equipment

Structural foundation plans

- Coordinate location of clean out manholes
- Coordinate location of trenches
- Coordinate location of area wells
- Coordinate location and dimension all elevator pits
- Locate elevation of bottom of footing
- Indicate concrete member
 - Dimensions
 - Size
 - Spacing
 - Reinforcing
- Coordinate finished and unfinished spaces
- Coordinate pipe sleeves through footings
- Coordinate pipe sleeves through below grade walls
- Caissons
 - Bottom elevation
 - Bell size
- Elevations
- Top of slab elevations

- Top of steel elevations

Details

Sections and details

Critical coordination clearances

Details

- Clarification of lengths or arrangement of reinforcement
- Any condition not previously addressed

Schedules

- Schedule for reinforcing bar
- Column schedule

Structural notes

Correlation with architectural and mechanical features

Specifications

All Mechanical documentation will:

- Be a minimum of 95% completed
- Be coordinated similar activities in other disciplines
- Address all remarks from construction Documentation 35% phase

Complete Construction Documents for HVAC, Plumbing, and Fire Protection

- Symbols legend sheet
- Plans
- Elevations
- Sections
- Notes
- Details
- Riser diagrams
- Schedules
- Control diagrams
- Specifications
- Completed calculations

Mechanical Design Report

- Update Basis of Design

Electrical

All Electrical documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in other disciplines
- Address all remarks from Construction Documentation 35% phase

Floor plans

Lighting plans

Plot plan

Electrical distribution plan

Riser diagrams

One line diagrams with size and fault currents

- For all switchgear
- For all switchboards
- For all panel boards
- Feeder sizes
- Transformer sizes

Specifications

Electrical Design Report

- Update Basis of Design

All Reports and other documentation will:

- Be a minimum of 95% completed
- Be coordinated with similar activities in each discipline
- Address all remarks from the Construction Document 75% phase

Specifications

Schedules

All design calculations

CONSTRUCTION DOCUMENT PHASE FINAL SUBMISSION

Final Submission

All Reports and other documentation will:

- Be coordinated with similar activities in each discipline

Final Basis of Design Report for all disciplines

Final specifications

Drawings (sealed and signed by a licensed Architect, Landscape Architect and Professional Engineers responsible for the design)

Final schedules

Final design calculations

Final deliverable

- Reproducible set of working drawings in PDF format
- Reproducible set of specifications in PDF format
- Electronic copy of drawings

EXHIBIT "B"

**ARCHITECT FEE FOR BASIC SERVICES
(for New Construction)**

1. In no event shall the ARCHITECT's compensation for Basic Services exceed **EIGHT AND ONE HALF percent (8.5%)** of a PROJECT's APPROVED BUDGET or, in the alternative, the PROJECT's Construction Cost as defined in Article X, Section 1(a) above, as applicable. The Basic Services compensation for each PROJECT shall be agreed upon and detailed in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT that is executed between the DISTRICT and the ARCHITECT pursuant to the terms of this AGREEMENT and all such compensation shall be subject to the limitations set forth herein this EXHIBIT "B".

**ARCHITECT FEE FOR BASIC SERVICES
(for Reconstruction/Modernization)**

1. In no event shall the ARCHITECT's compensation for Basic Services exceed **ELEVEN percent (11%)** of a PROJECT's APPROVED BUDGET or, in the alternative, the PROJECT's Construction Cost as defined in Article X, Section 1(a) above, as applicable. The Basic Services compensation for each PROJECT shall be agreed upon and detailed in Section 5(A) of the applicable PROJECT ASSIGNMENT AGREEMENT that is executed between the DISTRICT and the ARCHITECT pursuant to the terms of this AGREEMENT and all such compensation shall be subject to the limitations set forth herein this EXHIBIT "B".

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

<p>SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2017</p>
--

ACTION

It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending December 31, 2017.

FISCAL IMPACT

The items are budgeted in the General Fund.

REPORT SUMMARY

It is recommended that the Board of Trustees ratify the following warrants for the quarter ending December 31, 2016:

- 7,780 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling \$23,008,067; and
- 2,404 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling \$17,635,789.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**
Agenda Item No. 20

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Noorali Delawalla
Director of Fiscal Services

SUBJECT: **Consideration of Approval of Resolution #18-0118 to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30/55**

ACTION

It is recommended that the Board of Trustees approve Resolution #18-0118 authorizing the use of an estimated \$12,933,952 of Education Protection Account proceeds resulting from the passage of Proposition 30/55 to be used for instructional salaries and benefits.

FISCAL IMPACT

The estimated revenue is projected at \$12,933,952 for Cerritos College and funds will be utilized for faculty salaries and benefits.

REPORT SUMMARY

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners (\$250,000 for individuals and \$500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Proposition 55, passed in November 2016, extended the income tax increases in Proposition 30 for another 12 years through the end of 2030.

Revenue for EPA funds are unrestricted and the Act specifically prohibits the expenditures of EPA funds for administrative salaries and benefits or any other administrative costs.

Districts have sole authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually publish on its Internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Exhibit C: California Community Colleges 2017-18 First Principal Apportionment Cerritos Community College District

**CALIFORNIA COMMUNITY COLLEGES
2017-18 ADVANCE PRINCIPAL APPORTIONMENT
CERRITOS COMMUNITY COLLEGE DISTRICT**

EXHIBIT C

Workload Measures	Base Funding	Marginal Funding	Base FTES	Growth FTES	Restored FTES	Stability FTES	Total Funded FTES	Unfunded FTES	Actual FTES
Credit FTES	5,072.111778	5,151.236729	16,483.410	174.089	992.339	0.000	17,649.838	0.000	17,649.838
Noncredit FTES	3,050.003561	3,097.583616	115.100	8.145	0.000	0.000	123.245	0.000	123.245
CDCP FTES	5,072.111786	5,151.236729	149.030	10.546	0.000	0.000	159.576	0.000	159.576
Total FTES			16,747.540	192.780	992.339	0.000	17,932.659	0.000	17,932.659

I Base Revenues +/- Restore or Decline

A. Basic Allocation				\$4,866,469	
B. Revised Base FTES Revenue				\$84,712,650	
1. Credit Base Revenue		\$83,605,698			
2. Noncredit Base Revenue		\$351,055			
3. Career Development College Prep		\$755,897			
C. Current Year Decline				\$0	
Total Base Revenue Less Decline				\$89,579,119	

II Inflation Adjustment

A. Statewide Inflation Adjustment		1.56%			
B. Inflation Adjustment		\$1,397,434			
Current Year Base Revenue + Inflation Adjustment				\$90,976,553	

III Basic Allocation & Restoration

A. Basic Allocation Adjustment				\$0	
B. Basic Allocation Adjustment COLA				\$0	
C. Stability Restoration				\$5,111,772	
Total Basic Allocation & Restoration				\$5,111,772	

IV Growth

A. Target Growth Rate		1.10%		\$976,331	
B. Funded Growth Rate		1.10%		\$976,331	
C. Funded Credit Growth Revenue		\$896,776			
D. Funded Noncredit Growth Revenue		\$25,230			
E. Funded Noncredit CDCP Growth Rev.		\$54,325			
Total Growth Revenue				\$976,331	

V Other Revenue Adjustments

A. Misc. Revenue Adjustments		\$0
B. Full-Time Faculty Hiring (FTFH) Adjustments		\$11,813
C. Base Increase (FTFH)		\$26,064
D. Base Increase (Non-FTFH)		\$2,635,013
Total Revenue Adjustments		\$2,672,890

VI Stability Adjustment

VI Total Computational Revenue (sum of II,III,IV,V,& VI)		\$99,737,546
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VIII District Revenue Source

A1. Property Taxes		\$25,273,909
A2. Less Property Taxes Excess		\$0
8. Student Enrollment Fees		\$4,307,803
C1. State General Apportionment		\$54,783,920
C2. Full-Time Faculty Hiring		\$976,750
D. Estimated EPA		\$12,933,952
Available Revenue		\$98,276,334
E. Revenue Shortfall	0.9853494290	\$1,461,212
Total Revenue Plus shortfall		\$99,737,546

IX Other Allowance and Total Apportionments

A. State General Apportionment		\$55,760,670
B. Statewide Average Replacement Cost		\$0
Number of Faculty Not Hired		0.00
Full-time Faculty Adjustment		\$0
Net State General Apportionment		\$55,760,670

X Unrestored Decline as of July 1st of Current Year

A. 1st Year		\$5,033,253
B. 2nd Year		\$0
C. 3rd Year		\$0
Total		\$5,033,253

**Basic Allocation Calculation Before Current Year COLA
College/Center Base Funding Rates (Current Year FTES Thresholds)**

Single College District Funding Rates: Total FTES

>20000	>10000	<=10000
\$6,083,086	\$4,866,469	\$3,649,851

FTES:			
0	1	0	

Revenue:			
\$0	\$4,866,469	\$0	

State Approved Center: Funding Rates		
0	\$1,216,617	

Grandfathered or Previously Approved Center: Funding Rate @ FTES Levels				
>1000	>750	>500	>250	<=100
\$1,216,617	\$912,463	\$608,309	\$304,154	\$152,077

Number of Grandfathered or Previously Approved Centers: @ Total FTES		Total Grandfathered or Previously Approved Centers		Total Basic Allocation Revenue
0	0	0	0	\$4,866,469

Number of Grandfathered or Previously Approved Centers Revenue		Total Grandfathered or Previously Approved Centers Rev.	
\$0	\$0	\$0	\$0

California Community Colleges
Education Protection Act (EPA) Payments by County and Districts
Fiscal Year 2017-2018

Exhibit B-4b
9/8/2017

		First Quarter		
County	District	Certified Apportionment 2017-18 Advance	September 2017 Payment	Remaining Available
Alameda	Chabot-Las Positas	\$ 12,467,605	\$ 3,116,901	\$ 9,350,704
Alameda	Ohlone	5,915,205	1,478,800	4,436,405
Alameda	Peralta	15,188,269	3,797,067	11,391,202
Alameda Total		33,571,079	8,392,768	25,178,311
Butte	Butte	8,140,944	2,035,236	6,105,708
Butte Total		8,140,944	2,035,236	6,105,708
Contra Costa	Contra Costa	21,368,646	5,342,162	16,026,484
Contra Costa Total		21,368,646	5,342,162	16,026,484
El Dorado	Lake Tahoe	1,853,433	463,358	1,390,075
El Dorado Total		1,853,433	463,358	1,390,075
Fresno	State Center	22,191,624	5,547,906	16,643,718
Fresno	West Hills	4,859,861	1,214,965	3,644,896
Fresno Total		27,051,485	6,762,871	20,288,614
Humboldt	Redwoods	3,694,864	923,715	2,771,149
Humboldt Total		3,694,864	923,715	2,771,149
Imperial	Imperial	5,301,848	1,325,462	3,976,386
Imperial Total		5,301,848	1,325,462	3,976,386
Kern	Kern	17,113,077	4,278,269	12,834,808
Kern	West Kern	3,081,128	770,282	2,310,846
Kern Total		20,194,205	5,048,551	15,145,654
Lassen	Lassen	1,932,416	483,104	1,449,312
Lassen Total		1,932,416	483,104	1,449,312
Los Angeles	Antelope Valley	8,983,536	2,245,884	6,737,652
Los Angeles	Cerritos	12,933,952	3,233,488	9,700,464
Los Angeles	Citrus	8,529,734	2,132,434	6,397,300
Los Angeles	Compton	4,836,650	1,209,163	3,627,487
Los Angeles	El Camino	14,316,963	3,579,241	10,737,722
Los Angeles	Glendale	11,375,899	2,843,975	8,531,924
Los Angeles	Long Beach	15,088,572	3,772,143	11,316,429
Los Angeles	Los Angeles	78,197,634	19,549,408	58,648,226
Los Angeles	Mt. San Antonio	21,832,030	5,458,008	16,374,022
Los Angeles	Pasadena	17,002,813	4,250,703	12,752,110
Los Angeles	Rio Hondo	9,477,741	2,369,434	7,108,307
Los Angeles	Santa Clarita	11,614,914	2,903,729	8,711,185
Los Angeles	Santa Monica	15,019,386	3,754,847	11,264,539
Los Angeles Total		229,209,824	57,302,457	171,907,367
Marin	Marin	443,817	110,954	332,863
Marin Total		443,817	110,954	332,863
Mendocino	Mendocino-Lake	2,923,600	730,900	2,192,700
Mendocino Total		2,923,600	730,900	2,192,700
Merced	Merced	7,456,201	1,864,050	5,592,151
Merced Total		7,456,201	1,864,050	5,592,151
Monterey	Hartnell	5,603,631	1,400,908	4,202,723
Monterey	Monterey Peninsula	4,997,624	1,249,406	3,748,218
Monterey Total		10,601,255	2,650,314	7,950,941
Napa	Napa Valley	685,480	171,370	514,110
Napa Total		685,480	171,370	514,110
Orange	Coast	23,060,979	5,765,245	17,295,734
Orange	North Orange County	24,760,974	6,190,244	18,570,730
Orange	Rancho Santiago	21,022,922	5,255,731	15,767,191
Orange	South Orange County	2,876,975	719,244	2,157,731
Orange Total		71,721,850	17,930,464	53,791,386
Placer	Sierra	1,498,000	374,499	1,123,501
Placer Total		1,498,000	374,499	1,123,501
Plumas	Feather River	1,762,141	440,535	1,321,606
Plumas Total		1,762,141	440,535	1,321,606

California Community Colleges
Education Protection Act (EPA) Payments by County and Districts
Fiscal Year 2017-2018

Exhibit B-4b
9/8/2017

		First Quarter		
County	District	Certified Apportionment 2017-18 Advance	September 2017 Payment	Remaining Available
Riverside	Desert	6,772,065	1,693,016	5,079,049
Riverside	Mt. San Jacinto	9,284,862	2,321,216	6,963,646
Riverside	Palo Verde	2,130,683	532,671	1,598,012
Riverside	Riverside	21,439,230	5,359,807	16,079,423
Riverside Total		39,626,840	9,908,710	29,720,130
Sacramento	Los Rios	38,884,390	9,721,097	29,163,293
Sacramento Total		38,884,390	9,721,097	29,163,293
San Bernardino	Barstow	2,439,404	609,851	1,829,553
San Bernardino	Chaffey	12,165,352	3,041,338	9,124,014
San Bernardino	Copper Mountain	1,738,812	434,703	1,304,109
San Bernardino	San Bernardino	11,912,904	2,978,225	8,934,679
San Bernardino	Victor Valley	7,299,512	1,824,878	5,474,634
San Bernardino Total		35,555,984	8,888,995	26,666,989
San Diego	Grossmont-Cuyamaca	13,963,267	3,490,817	10,472,450
San Diego	Miracosta	1,150,120	287,530	862,590
San Diego	Palomar	13,870,773	3,467,693	10,403,080
San Diego	San Diego	31,953,046	7,988,261	23,964,785
San Diego	Southwestern	11,772,258	2,943,065	8,829,193
San Diego Total		72,709,464	18,177,366	54,532,098
San Francisco	San Francisco	23,364,368	5,841,092	17,523,276
San Francisco Total		23,364,368	5,841,092	17,523,276
San Joaquin	San Joaquin Delta	11,965,527	2,991,382	8,974,145
San Joaquin Total		11,965,527	2,991,382	8,974,145
San Luis Obispo	San Luis Obispo	6,382,189	1,595,547	4,786,642
San Luis Obispo Total		6,382,189	1,595,547	4,786,642
San Mateo	San Mateo	1,865,499	466,375	1,399,124
San Mateo Total		1,865,499	466,375	1,399,124
Santa Barbara	Allan Hancock	7,565,696	1,891,424	5,674,272
Santa Barbara	Santa Barbara	10,215,273	2,553,818	7,661,455
Santa Barbara Total		17,780,969	4,445,242	13,335,727
Santa Clara	Foothill-DeAnza	9,350,203	2,337,551	7,012,652
Santa Clara	Gavilan	4,104,186	1,026,047	3,078,139
Santa Clara	San Jose-Evergreen	1,351,220	337,805	1,013,415
Santa Clara	West Valley-Mission	1,465,698	366,425	1,099,273
Santa Clara Total		16,271,307	4,067,828	12,203,479
Santa Cruz	Cabrillo	8,046,907	2,011,727	6,035,180
Santa Cruz Total		8,046,907	2,011,727	6,035,180
Shasta	Shasta-Tehama-Trinity	5,454,626	1,363,657	4,090,969
Shasta Total		5,454,626	1,363,657	4,090,969
Siskiyou	Siskiyou	2,558,954	639,739	1,919,215
Siskiyou Total		2,558,954	639,739	1,919,215
Solano	Solano	6,588,504	1,647,126	4,941,378
Solano Total		6,588,504	1,647,126	4,941,378
Sonoma	Sonoma	13,722,855	3,430,714	10,292,141
Sonoma Total		13,722,855	3,430,714	10,292,141
Stanislaus	Yosemite	12,380,980	3,095,245	9,285,735
Stanislaus Total		12,380,980	3,095,245	9,285,735
Tulare	Sequoias	7,625,790	1,906,448	5,719,342
Tulare Total		7,625,790	1,906,448	5,719,342
Ventura	Ventura	18,814,910	4,703,728	14,111,182
Ventura Total		18,814,910	4,703,728	14,111,182
Yuba	Yuba	6,536,789	1,634,197	4,902,592
Yuba Total		6,536,789	1,634,197	4,902,592
Grand Total	Statewide	\$ 795,547,940	\$ 198,886,985	\$ 596,660,955

FROM: _____
Dr. Jose Fierro,
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business
Services/Assistant Superintendent

PREPARED BY: _____
Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Non-Resident Tuition Fee and Non-Resident Student Capital Outlay Fee for 2018-2019
--

ACTION

It is recommended that the Board of Trustees approve the per unit non-resident tuition fee of \$258, and the per unit non-resident student capital outlay fee of \$12 for a total of \$270 for the 2018-19 Fiscal Year and including the 2018 Summer Session.

FISCAL IMPACT

As presented above.

REPORT SUMMARY

Education Code Section 76140 (ECS) requires each district governing board to establish the non-resident tuition fee not later than February 1ST for the succeeding fiscal year.

The tuition fee may be based on one of the following calculations:

1. The Statewide average cost, per column 1 of the attached worksheet
2. The District average cost, per column 2
3. The District average cost with 10% or more noncredit FTES, per column 3
4. The Contiguous district: (Specify district and its fee)
5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
6. Highest Years Statewide average tuition.
7. No more than 12 Comparable States' Average Tuition.

The calculated statewide expense of education is \$258 per unit non-resident tuition fee. The calculated District expense of education is \$242 per unit non-resident tuition fee. The District for the past several years has utilized the statewide expense of education as the basis for non-resident tuition when that figure was higher than the District's. The fee would be effective beginning the 2018 Summer Session for non-resident students.

In addition, Education Code, Section 76141(a), authorizes community college districts to charge non-resident students a capital outlay fee. This portion of the Education Code was amended by AB 947 (Chapter 377, Statutes 2009) to now charge this capital outlay fee to any non-resident student – except for AB540 students, who will continue to be exempt from this fee. AB 947 deleted the condition that a non-resident student capital outlay fee will be charged only to non-residents that were citizens and residents of a foreign country.

The amount of the non-resident capital outlay fee has to be the lesser of:

- The amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding fiscal year; OR
- 50% of the 2016-17 non-resident tuition fee adopted pursuant to EC 76140. Revenue from any fee charged pursuant to this section shall be expended only for purposes of capital outlay, maintenance, and equipment.

Cerritos College is utilizing option 1 for the tuition fee.

The specified calculation for the Cerritos Community College District capital outlay fee amounts to \$89. This amount is based on the expenditures of the various construction projects that were completed in the 2016-17 fiscal year. In order for our non-resident tuition fee to be competitive and comparable to nearby districts, the college will apply \$12 of the \$89 to reach the total non-resident tuition fee of \$270 per unit.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

California Community Colleges Chancellor's Office Fiscal Services Memo 17-14, dated December 14, 2017

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, 4TH FLOOR
SACRAMENTO, CA 95811-6549
(916) 445-8752

<http://www.cccco.edu>



Memorandum

December 14, 2017

Fiscal Services Memo 17-14
Via E-mail Only

TO: Chief Business Officers
Chief Instructional Officers

FROM: Wrenna Finche, Director
Fiscal Standards and Accountability

SUBJECT: 2018-19 Nonresident Fees need to be established by February 1, 2018

SYNOPSIS: Education Code (EC) Section 76140 requires each district governing board to establish the nonresident tuition fee not later than February 1 for the succeeding fiscal year.

Nonresident Tuition Fee. For determining your district's 2018-19 nonresident tuition fee, the 2016-17 statewide average expense of education was **\$7,404** per full time equivalent student (FTES). The projected increase in the United States Consumer Price Index (USCPI) as determined by the Department of Finance is 2.4% for the 2017-18 fiscal year and 2.2% for 2018-19, for a compound factor of 1.046 against the 2016-17 statewide average expense of education (\$7,404) yields an Average cost of **\$7,745** per FTES for the tuition year, or **\$258** per semester unit for a 30-unit semester term academic year. For districts on the quarter system, the 45-unit quarter term academic year results in **\$172** per quarter term unit.

Nonresident Tuition Fee Options. EC 76140(e) enumerates seven options for a district to choose in setting its nonresident tuition fee. These options are reflected in the enclosed worksheet as the "basis for adoption." Options 1-3 are generally well understood, but for Option 4 ("No more than contiguous district") and Option 5 ("No more than district, no less than statewide cost"), please keep in mind the following specifics:

Option 4 'No more than contiguous district'. A review of the legislative history when this option was adopted confirms that this amount **must be within** the:

- **Fee** (not **cost**) adopted by a contiguous district (**Maximum** amount for Option #4);

AND

- **Cost** of the lesser of (1) your district's average **cost** OR (2) the statewide average **cost** (**Minimum** amount for Option #4).

Option 5 'No more than district, no less than statewide cost'. The *maximum amount* for this option is the district average cost, and the *minimum amount* for this option is the statewide average cost. **Only** an amount **between** these maximum and minimum amounts is allowed under this option.

Option 6 'Highest Years Statewide Average Tuition'. (EC 76140(e)(1)(B)). Use the greater of the succeeding year, the current year or any of the four prior year's statewide average nonresident tuition fee calculation, which is **\$258 per semester unit** or **\$172 per quarter unit** from 2016-2017.

Option 7 'No more than 12 Comparable States Average Tuition'. (EC 76140(e)(1)(E)). No greater than the 2016-17 average nonresident tuition fee of public community colleges in a minimum of 12 states comparable to California in cost of living. This average is calculated to be **\$424 per semester unit** or **\$283 per quarter unit**.

Nonresident Capital Outlay Fee. Pursuant to EC Section 76141 a district **may** also charge to any nonresident student ([except nonresident students having AB 540 status](#)) a capital outlay fee. The amount of the nonresident capital outlay fee has to be the lesser of:

- the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent student (FTES) of the district in the preceding fiscal year; OR
- 50% of the 2016-17 nonresident tuition fee adopted pursuant to EC 76140.

Processing Fee for Students from Foreign Countries. Pursuant to EC 76142 a district **may** charge nonresident applicants who are both citizens and residents of a foreign country a processing fee not to exceed the lesser of (1) the actual cost of processing an application and other documentation required by the federal government **OR** (2) \$100, which may be deducted from the tuition fee at the time of enrollment.

Exemptions to these fees. Various exemptions to these fees are provided in the law. Please click on the following web links to EC Sections 76140-76143 and a related legal opinion to learn more about these exemptions:

<http://Ed Code Non-Res>

<http://AB540 and Non-Res Capital Outlay Fee>

Tuition Fee Worksheet. A worksheet for computing the nonresident tuition and capital outlay fees is enclosed. The comparable information for all districts used to derive the statewide average expense of education per FTES for 2016-17 is also enclosed for your reference.

ACTION/DATE REQUESTED: Please complete and return by **February 15, 2018** a copy of the enclosed worksheet and provide information on the 2018-19 nonresident tuition and capital outlay fees adopted by your district governing board by February 1, 2018.

CONTACT: If you have any questions or comments regarding this memorandum, please contact Michael Yarber at (916) 327-6818 or myarber@cccco.edu.

California Community Colleges

2018-19 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2018-19 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2016-17 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$8,691,115,474	\$ _____	\$ _____
B. Annual Attendance FTES (Recal 2016-17)	1,173,780	_____	_____
C. Average Expense of Education per FTES (A ÷ B)	\$7,404	\$ _____	\$ _____
D. U.S. Consumer Price Index Factor (2 years)	x 1.046	x 1.046	x 1.046
E. Average Cost per FTES for Tuition Year (C x D)	\$7,745	\$ _____	\$ _____
F. Average Per Unit Nonresident Cost – Semester (Qtr)	\$258 (\$172)	\$ _____	\$ _____
G. Highest year Statewide average – Semester (Qtr)	\$258 (\$172)	\$ _____	\$ _____
H. Comparable 12 state average – Semester (Qtr)	\$424 (\$283)	\$ _____	\$ _____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident and nonresident students; Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2013-14 through 2016-17 is \$258 per semester unit or \$172 per quarter unit (2016-17).

Option 7. The average of the nonresident tuition fees of public community colleges in 2016-17 of no less than 12 states comparable to California in cost of living is \$424 per semester unit or \$283 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

Continue to next page ►

► Continued from previous page

The district governing board at its January 17, 2018 meeting adopted a **nonresident tuition fee** of \$ _____ per semester unit or \$ _____ per quarter unit.

Basis for adoption is (*place an X in one box only*).

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 1. Statewide average cost, per column 1. |
| <input type="checkbox"/> | 2. District average cost, per column 2. |
| <input type="checkbox"/> | 3. District average cost with 10% or more noncredit FTES, per column 3. |
| <input type="checkbox"/> | 4. Contiguous district. _____ . (<i>Specify district and its fee</i>). |
| <input type="checkbox"/> | 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost. |
| <input type="checkbox"/> | 6. Statewide average cost, from 2016-17 (\$258 per semester unit; \$172 per quarter unit). |
| <input type="checkbox"/> | 7. No more than average tuition of 12 states with cost of living comparable to California. |

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2016-17 \$45,460,217
- b. FTES for 2016-17 17,080.84
- c. Capital outlay expense per FTES (*line a divided by line b*) \$ 2,661.47
- d. Capital Outlay Fee per unit:

- 1. Per semester unit (*line c divided by 30 units*) \$ 88.72

OR

- 2. Per quarter unit (*line c divided by 45 units*) _____

- e. 2018-19 Nonresident Student Capital Outlay Fee (not to exceed *the lesser of line d OR 50% of adopted 2018-19 Nonresident Tuition Fee*) \$ 12.00

The district governing board at its January 17, 2018 meeting adopted a **nonresident capital outlay fee** of \$ 270.00 per semester unit or \$ _____ per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by January 17, 2018, please submit a copy of this report by February 15, 2018 to:

**California Community Colleges Chancellor's Office
Fiscal Services Unit (attn. Michael Yarber)
1102 Q Street,
Sacramento, CA 95811-6549 FAX (916) 323-8245**

District: Cerritos Community College

Contact Person: Noorali Delawalla

Phone Number & email: 562-860-2451 extension 2266, ndelawalla@cerritos.edu

CALIFORNIA COMMUNITY COLLEGES

2018-19 Nonresident Tuition Fee

Based on 2016-17 Actual Expense of Education from CCFS-311
(AC 0100-6700; Objects of Expenditure 1000-5000)

District Code	District	2016-17 Expense of Education*	2016-17 Total FTES**	2016-17 Expense Per FTES
610	Allan Hancock	64,003,969	10,315.28	6,204.77
620	Antelope Valley Joint	78,881,041	10,701.37	7,371.12
910	Barstow	16,932,161	2,673.40	6,333.57
110	Butte-Glenn	135,814,777	10,296.40	13,190.51
410	Cabrillo	80,461,127	10,610.35	7,583.27
810	Cerritos	118,757,778	17,080.84	6,952.69
480	Chabot-Las Positas	132,853,569	16,072.17	8,266.06
920	Chaffey	108,996,287	16,725.28	6,516.86
820	Citrus	75,483,382	12,478.44	6,049.10
830	Coast	223,905,487	32,587.15	6,870.97
710	Compton	38,815,891	5,212.27	7,447.02
310	Contra Costa	208,638,770	26,516.22	7,868.35
970	Copper Mountain	15,444,515	1,424.95	10,838.64
930	Desert	63,394,603	8,888.56	7,132.16
720	El Camino	132,736,144	18,898.47	7,023.64
120	Feather River	17,735,057	1,905.46	9,307.49
420	Foothill-DeAnza (quarter system)	247,238,516	30,581.27	8,084.64
440	Gavilan	39,041,510	5,420.38	7,202.73
730	Glendale	104,268,511	16,422.44	6,349.15
20	Grossmont-Cuyamaca	149,888,630	19,948.40	7,513.82
450	Hartnell	53,039,796	7,431.72	7,136.95
30	Imperial	50,266,169	6,914.39	7,269.79
520	Kern	135,032,159	21,976.33	6,144.44
220	Lake Tahoe (quarter system)	16,481,410	1,826.17	9,025.12
130	Lassen	15,283,451	1,758.87	8,689.36
840	Long Beach	137,992,305	21,382.31	6,453.57
740	Los Angeles	775,231,501	111,807.34	6,933.64
230	Los Rios	360,980,142	53,503.03	6,746.91
330	Marin	57,238,819	3,850.01	14,867.19
140	Mendocino-Lake	25,597,378	3,149.34	8,127.85
530	Merced	68,287,430	9,744.69	7,007.66
50	Mira Costa	107,260,603	11,489.94	9,335.18
460	Monterey Peninsula	51,678,993	6,854.64	7,539.27
850	Mt. San Antonio	205,587,159	31,932.42	6,438.20
940	Mt. San Jacinto	79,154,042	12,522.68	6,320.85
240	Napa Valley	41,374,791	5,388.07	7,678.96

District Code	District	2016-17 Expense of Education*	2016-17 Total FTES**	2016-17 Expense Per FTES
860	North Orange County	293,308,189	38,089.23	7,700.55
430	Ohlone	59,746,411	8,932.29	6,688.81
950	Palo Verde	16,832,323	2,102.26	8,006.78
60	Palomar	139,526,809	18,794.55	7,423.79
770	Pasadena	162,024,466	25,739.11	6,294.87
340	Peralta	185,067,476	17,393.82	10,639.84
870	Rancho Santiago	210,216,106	28,238.46	7,444.32
160	Redwoods	32,900,691	4,272.77	7,700.08
880	Rio Hondo	91,719,957	11,769.09	7,793.29
960	Riverside	203,222,971	30,376.33	6,690.18
980	San Bernardino	116,010,671	14,389.53	8,062.16
70	San Diego	314,363,785	44,751.54	7,024.65
360	San Francisco	207,784,960	21,589.96	9,624.15
550	San Joaquin Delta	106,187,401	13,722.69	7,738.09
470	San Jose-Evergreen	118,708,360	12,187.20	9,740.41
640	San Luis Obispo County	56,915,246	7,283.50	7,814.27
370	San Mateo County	171,995,137	18,046.73	9,530.54
650	Santa Barbara	111,910,349	14,635.40	7,646.55
660	Santa Clarita	110,336,288	16,945.41	6,511.28
780	Santa Monica	189,981,824	27,807.32	6,832.08
560	Sequoias	63,089,471	9,790.62	6,443.87
170	Shasta-Tehama-Trinity	49,780,352	7,432.86	6,697.33
270	Sierra Jt.	93,823,086	13,009.37	7,211.96
180	Siskiyou Jt.	23,615,124	2,658.75	8,882.04
280	Solano	55,523,844	6,591.23	8,423.90
260	Sonoma	137,620,174	17,011.00	8,090.07
890	South Orange County	203,171,576	29,117.27	6,977.70
90	Southwestern	107,199,578	16,271.21	6,588.30
570	State Center	196,873,609	27,697.74	7,107.93
680	Ventura	182,059,404	25,777.22	7,062.80
990	Victor Valley	76,829,719	9,855.95	7,795.26
580	West Hills	46,072,613	5,725.21	8,047.32
690	West Kern	29,994,789	2,698.53	11,115.23
490	West Valley	110,648,873	13,429.37	8,239.32
590	Yosemite	124,430,569	15,628.46	7,961.79
290	Yuba	57,845,400	7,727.23	7,485.92
Totals		\$8,691,115,474	1,173,780	\$7,404

* "Expense of Education" is defined in the Budget and Accounting Manual as including all General Fund expenditures, restricted and unrestricted, for all objects of expenditure 1000 through 5000 and all expenditures of activity from 0100 through 6700. For the purposes of calculating the Nonresident Tuition Fee, Expense of Education is different than the 50% Law "current expense of education".

** Includes credit and noncredit FTES for resident and nonresident students.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments
--

ACTION

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT

The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the ending balances of the Unrestricted and Restricted General Funds. Revenue adjustments for the Restricted General Funds and Capital Outlay Projects will have no effect on the ending balances. Expenditures will be adjusted correspondingly.

REPORT SUMMARY

Pages 1 and 2 are budget transfers between major account classifications for the Unrestricted and Restricted General Funds. These transfers are self-balancing and have no effect on their ending balances.

Page 3 reflects revenue adjustments for Title IV Administrative Cost Allowance; Physical Plant and Instructional Support Program; set up budget for the California State Preschool Program Quality Rating and Improvement System Block grant; and a funding reduction by the Chancellor's Office for Board Financial/ Assistance Program. These revenue adjustments have no effect on the ending balances of the Restricted General Fund. Expenditures will be adjusted correspondingly.

Page 4 reflects increase in revenue for Physical Plant/Deferred Maintenance per revised allocations from the Chancellor's Office. These adjustments have no effect on the ending balances of the Capital Outlay Projects Fund. Expenditures will be adjusted correspondingly.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Budget Adjustment Details (4 Pages).

BUDGET TRANSFERS FOR JANUARY 17, 2018

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	(3,065)
OTHER CONTRACT EXPENSES AND SERVICES	\$	(5,000)
CAPITAL OUTLAY	\$	(5,000)
INTERFUND TRANSFERS	\$	
CONTINGENCY	\$	

TOTAL

	\$	(13,065)
	\$	(13,065)

TO

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	5,000
OTHER CONTRACT EXPENSES AND SERVICES	\$	5,000
CAPITAL OUTLAY	\$	3,065
PAYMENTS TO OR FOR STUDENTS	\$	

TOTAL

	\$	13,065
	\$	13,065

Transfers: Reallocation based on current needs. To cover interpreting services for faculty in Liberal Arts; supplies in Board of Trustees; electronic equipment and custom display case for Humanities and Social Science.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Three (3)

Divisions/Departments/Programs:

Board of Trustees; Humanities and Social Science; Liberal Arts

BUDGET TRANSFERS FOR JANUARY 17, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

FROM

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	(21,004)
EMPLOYEE BENEFITS	\$	
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	(142,344)
CAPITAL OUTLAY	\$	(27,662)
PAYMENTS TO OR FOR STUDENTS	\$	
OTHER TRANSFERS OUT	\$	

TOTAL

	\$	(191,010)
	\$	(191,010)

TO

ACADEMIC SALARIES	\$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	\$	101,529
EMPLOYEE BENEFITS	\$	40,338
SUPPLIES AND MATERIALS	\$	
OTHER CONTRACT EXPENSES AND SERVICES	\$	30,228
CAPITAL OUTLAY	\$	
OTHER TRANSFERS OUT	\$	18,915
PAYMENTS TO OR FOR STUDENTS	\$	

TOTAL

	\$	191,010
	\$	191,010

Transfers: Reallocation based on current needs. Reallocate to adult hourly and its related payroll taxes; contracted services; advertising expenses.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Two (2)

Divisions/Departments/Programs:

Board Financial/ Assistance Program; AB104 Adult Education Block Grant

BUDGET ADJUSTMENTS FOR JANUARY 17, 2018

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-70751-8830-0000000	\$	14,000
Local - CSPP Quality Rating and Improvement System Block Grant To set up budget for QRIS Block grant contract. Budget allocated for academic part-time, adult hourly, and its related payroll taxes; travel		
00000.0-00000-71100-8150-0000000	\$	(4,547)
Federal - Board Financial/ Assistance Program To adjust budget for BFAP per 2017-18 Advance Apportionment, October Revision from Chancellor's Office. Budget for supplies will be reduced.		
00000.0-00000-71120-8150-0000000	\$	648
Federal - Title IV Administrative Cost Allowance To adjust budget for the increase in carry over for ACA. Budget allocated for supplies; software		
00000.0-00000-71600-8627-0000000	\$	<u>15,491</u>
State - Physical Plant and Instructional Support Program To increase budget for PPIS per revised allocations memo, dated September 15, 2017, from Chancellor's Office. Budget allocated for equipment.		
Total Revenue Budget	\$	<u><u>25,592</u></u>

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Four (4)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**

Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

<p>SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent</p>

ACTION

It is recommended that the Board of Trustees ratify the attached list of resignations accepted by the President/Superintendent according to Board Policy 7350.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources Services received the notices and informed the President. The President accepted the resignations and provided written notification to each employee in accordance with Board Policy 7350.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employee Resignations (Including Separations and Retirements) Accepted by the President

**EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND
RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350**

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>
1) Fabish, David	Liberal Arts	Instructional Dean	6/30/2017
2) White, Chyeanne	Human Resources	Human Resources Technician I	12/31/2017

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

<p>SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2017-2018 Academic Year</p>

ACTION

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund. Some positions are Categorically or Specially funded as indicated.

REPORT SUMMARY

The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resource Services has received and completed the processing of Employment Request forms for the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services has cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel

EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2018, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Alcazar, Berta Alisia*	CalWORKs	Instructional Aide II	\$13.30/hr	12/08/2017
Alenikov, Aliya Svetlana	Success Center	Instructional Aide II	\$13.30/hr (1)	11/27/2017
Beltran, Antonio	Liberal Arts	Interpreter I	\$20.55/hr	12/13/2017
Canto, Michelle Angela*	Financial Aid	Instructional Aide II	\$13.30/hr	11/21/2017
Cesin-Perez, Guadalupe*	Financial Aid	Instructional Aide II	\$13.30/hr	12/15/2017
Chim, Vorlak*	Financial Aid	Instructional Aide II	\$13.30/hr	12/15/2017
Cilia-Garcia, Brenda	Financial Aid	Instructional Aide II	\$13.30/hr	11/30/2017
Cooper, Johnny	Business Humanities	Secretary	\$11.78/hr	11/28/2017
Cudequest, Taylor H.	Success Center	Instructional Aide II	\$13.30/hr (1)	12/07/2017
Diaz Robles, Wendy D.*	CalWORKs	Instructional Aide II	\$13.30/hr	11/15/2017
Dwight, Melanie	Success Center	Instructional Aide II	\$13.30/hr (1)	12/14/2017
Fletcher Uranga, Madeline I.**	EPP	Vocational Ed. & Special Projects Assistant	\$17.04/hr	12/06/2017
Franco, Leonardo	Success Center	Instructional Aide II	\$13.30/hr (1)	12/11/2017
Gomez, Alejandra*	Adult Education	Program Facilitator	\$14.32/hr	12/07/2017
Hernandez Valdivia, Tania*	Financial Aid	Program Assistant I	\$10.50/hr	12/06/2017
Hernandez, Lorena*	Health Occupations	Community Education Specialist	\$30.27/hr	11/30/2017
Hernandez, Tanya	Child Development Center	Instructional Aide II	\$13.30/hr (1)	11/28/2017
Hernandez, Tanya*	Financial Aid	Instructional Aide II	\$13.30/hr	12/06/2017
Hunter, Claire A.*	Financial Aid	Instructional Aide II	\$13.30/hr	11/21/2017
Jazayri, Yousef	Success Center	Instructional Aide II	\$13.30/hr (1)	11/30/2017
Lamadrid, Aimee Aili	Success Center	Instructional Aide II	\$13.30/hr (1)	12/07/2017
Legaspi, Brent Eric	Success Center	Instructional Aide II	\$13.30/hr (1)	12/15/2017
Martinez, Jaime	Success Center	Instructional Aide II	\$13.30/hr (1)	12/14/2017
Marzal Diego	Success Center	Instructional Aide II	\$13.30/hr (1)	12/07/2017
Miranda, Jessica*	Counseling	Intermediate Typist Clerk	\$10.50/hr	12/01/2017
Nasr, Daniel	Success Center	Instructional Aide II	\$13.30/hr (1)	12/14/2017
Ortega, Curtis	SEM	Aides-General (Laboratory)	\$11.00/hr	12/17/2017
Padilla, Fanny*	Health Occupations	Instructional Aide II	\$13.30/hr (1)	12/11/2017
Perez, Vanessa Y*	Financial Aid	Instructional Aide II	\$13.30/hr	12/15/2017

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Pham, Vi	Success Center	Instructional Aide II	\$13.30/hr (1)	12/19/2017
Ramirez, Jessica	Success Center	Instructional Aide II	\$13.30/hr (1)	12/19/2017
Reyes Jimenez, Jose	Health Occupations	Instructional Aide I	\$11.00/hr	11/30/2017
Saldana, Sunny*	CalWORKs	Division Secretary Clerk	\$11.00/hr	12/06/2017
Santos, Michelle**	Student Health Center	Nurse Practitioner	\$52.46/hr	12/18/2017
Torrez, Erika	SEM	Aides-General (Laboratory)	\$11.00/hr	12/15/2017
Vargas, Rose**	Student Health Center	Nurse Practitioner	\$52.46/hr	12/19/2017
Won, Moses	Success Center	Instructional Aide II	\$13.30/hr (1)	12/15/2017

* Categorically Funded

** Specially Funded

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

<p>SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2017-2018 Academic Year</p>
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ACTION

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2017-2018 academic year and as presented on the attached list.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

The attached list of Temporary and/or Substitute Hourly Faculty Personnel is submitted for approval of employment.

The Office of Human Resource Services has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resource Services cleared the individuals for employment.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Employment of Faculty, Temporary Part-Time 2017-2018 Academic Year

FACULTY: TEMPORARY PART-TIME 2017-2018 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Castro, Julio	NH	Adult Education	1AB	60.43
Martinez, Daryabuth	NH	Adult Education	1AB	60.43

II. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Melton, Jamahl	NH	History	1AM	62.55

III. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Friend, Janet	NH	Medical Assisting	1AM	62.55
Knapp, Joni	RE	Nursing	6BM	78.56
Shields, Julie	NH	Pharmacy Technology	1AD	64.74
Tharuvai, Shanthi	NH	Child Development	1AM	62.55

IV. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Martinez, Laura	RE	Speech	2BM	66.04

V. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Calderon, Quinn	NH	Coaching	1AB	60.43

VI. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Chen, Kevin	NH	Chemistry	1AM	62.55
Kung, Alvin	NH	Chemistry	1AD	64.74

VII. TECHNOLOGY

Part-Time Instructors

<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Salary Placement**</u>	<u>Rate</u>
Ty, Heng	NH	Welding	1AB	60.43

* NH=New Hire, RE=Reemployed

** Instructors:

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY: _____
Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Denial of Request for Unpaid Leave of Absence Due to Illness Reasons for Classified Employee
--

ACTION

It is recommended that the Board of Trustees deny the attached request for unpaid leave of absence due to illness reasons for Kenneth J. Born, Maintenance Mechanic, Facilities Department, for the period December 19, 2017 through March 1, 2018.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

Mr. Born exhausted all of his available District-paid illness leave provisions (including all fully-paid leave allowances, 100 working days of extended illness leave with fifty percent pay, and catastrophic leave) effective December 19, 2017. Mr. Born was advised of his options to: (1) return to service with a full and unrestricted medical release to perform all of the duties of his job classification/assignment, (2) resign employment, or (3) request an unpaid leave of absence due to illness reasons which is subject to administrative and Board of Trustees approval. Mr. Born has made a request for an unpaid leave of absence for the period December 19, 2017 through March 1, 2018, due to illness reasons.

Education Code Section 88195 (copy attached) provides that the Board for Trustees may, at its discretion, grant additional leave. However, the Administration does not recommend approval of this request. Education Code Section 88195 further provides that if the Board of Trustees denies this request for unpaid leave, the employee will have exhausted all available leave and shall then be terminated from employment and placed on a 39-month reemployment list. While on the reemployment list, the person retains the right to be reemployed in a vacant position in the same classification from which he/she was terminated in preference to new applicants providing he/she notifies the District in writing of his/her request to return to service in the classification, and provides the District an acceptable full and unrestricted statement of release from a physician which verifies that he/she can fully perform all of the duties of the classification/assignment.

If the Board of Trustees denies Mr. Born's request for unpaid leave of absence, then he would be so notified of such denial and a separate item regarding termination of employment and placement on a 39-month reemployment list will be presented to the Board at their next meeting.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Education Code 88195

CALIFORNIA CODES
EDUCATION CODE
SECTION 88195

88195. A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which he or she was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.

If, at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months.

At any time during the prescribed 39 months that the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment shall take preference over all other applicants except for those laid off for lack of work or funds under Section 88117 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of the employee's duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**
Agenda Item No. 27

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY: _____
Michelle Lewellen
Faculty Senate President

Nancy Buvinger
Director of Human Resources

SUBJECT: Consideration of Approval of the Revised List of Minimum Qualifications and Local Standards by Discipline

ACTION

It is recommended that the Board of Trustees approve the revised list of Minimum Qualifications and Local Standards by Discipline as developed by the faculty and approved by the Faculty Senate and the Hiring Standards Committee.

FISCAL IMPACT

No additional financial effect.

REPORT SUMMARY

Education Code §87356 requires the Board of Governors to adopt regulations to establish minimum qualifications for service as a community college faculty member. Subsection (b) of §87357 requires the Board to issue a list of disciplines that is to be distributed to the districts “for use in applying the minimum qualifications for service.” Section 4 (s) (4) of AB 1725 states that “colleges may establish criteria for hiring which go well beyond the minimum qualifications set by regulation.” Therefore, the faculty may adopt local hiring standards which are higher than the State mandated minimum qualifications.

The faculty of the Nursing and the Administration of Justice departments submitted to the Hiring Standards (HS) Committee their request for local standards. The HS Committee reviewed and approved the Administration of Justice request at its September 19, 2017 meeting. The HS committee later approved on November 21, 2017 the local standards for Nursing and Nursing Science/Clinical Practice. On December 5, 2017, the Faculty Senate unanimously approved the new local standards for Nursing, Nursing Science/Clinical Practice, and Administration of Justice. The attached revised list of Minimum Qualifications and Local Standards contains these new local standards and is submitted for approval.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Minimum Qualifications and Local Standards by Discipline



Cerritos College
 11110 Alondra Blvd. Norwalk, CA 90650
 (562) 860-2451
www.cerritos.edu

Minimum Qualifications & Local Standards

Department Nursing	Date 11/20/2017
Department Chair Ann Voorhies	
Division Dean Sandy Marks	

The minimum qualifications serve as a statewide benchmark for promoting professionalism and rigor within the academic disciplines in the community colleges and a guideline for decisions regarding the suitability for employment in the system. The information below reflects the statewide minimum qualifications for persons to be considered qualified to teach full-time or part-time in the discipline. *NOTE: Minimum Qualifications and Local Standards are determined for disciplines, not for courses or subject areas within disciplines.*

SECTION -A

Discipline	State Minimum Qualifications
Nursing Science/ Clinical Practice	<p>Clinical Practice Instructor</p> <p>Disciplines Requiring any Degree and Professional Experience</p> <p>The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.</p>

SECTION-B

New Existing

Local Standards *(these qualifications are more rigorous than those listed by the State Minimum Qualifications and therefore, may limit your applicant pool.)*

The minimum qualifications for Clinical Practice Instructor are a bachelor's degree in nursing and two years of professional experience within the previous five years in the nursing area to which he or she will be assigned, which may be met by:

- A. Minimum of 2 years of direct patient care experience as a Registered Nurse in Medical-Surgical, Psychiatric, Obstetric, Pediatric or Community-Based Nursing; or
- B. Patient care experience and one year full-time clinical teaching experience or equivalent at the registered nursing level in the designated nursing area that demonstrates clinical competency; or
- C. Two years full-time clinical teaching experience or equivalent at the registered nursing level in the designated nursing area that demonstrates clinical competency.

Nursing and teaching experience must have been within the past five years.

Active California Registered Nurse License

Understanding of and sensitivity to meeting the needs of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic background of the student, community and employee population.

SECTION-C

The Faculty in the department, in consultation with the Division Dean, reviewed the information above and concurred that:

State Minimum Qualifications were sufficient ~~Keep~~ add Local Standards as stated above (attach additional information as necessary). Request will be reviewed according to the Local Standard Procedures established by the Faculty Senate.

Ana Voorhis
Department Chair Signature

11/28/17
Date

HR USE ONLY

Hiring Standards Committee
Approval Date:

Board of Trustees Approval
Date:



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 (562) 860-2451
www.cerritos.edu

Minimum Qualifications & Local Standards

Department Nursing	Date 11/20/2017
Department Chair Ann Voorhies	
Division Dean Sandy Marks	

The minimum qualifications serve as a statewide benchmark for promoting professionalism and rigor within the academic disciplines in the community colleges and a guideline for decisions regarding the suitability for employment in the system. The information below reflects the statewide minimum qualifications for persons to be considered qualified to teach full-time or part-time in the discipline. *NOTE: Minimum Qualifications and Local Standards are determined for disciplines, not for courses or subject areas within disciplines.*

SECTION -A

Discipline	State Minimum Qualifications
Nursing Science/ Clinical Practice	<p>Clinical Practice Instructor</p> <p>Disciplines Requiring any Degree and Professional Experience</p> <p>The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.</p>

SECTION-B

New Existing

Local Standards *(these qualifications are more rigorous than those listed by the State Minimum Qualifications and therefore, may limit your applicant pool.)*

The minimum qualifications for Clinical Practice Instructor are a bachelor's degree in nursing and two years of professional experience within the previous five years in the nursing area to which he or she will be assigned, which may be met by:

- A. Minimum of 2 years of direct patient care experience as a Registered Nurse in Medical-Surgical, Psychiatric, Obstetric, Pediatric or Community-Based Nursing; or
- B. Patient care experience and one year full-time clinical teaching experience or equivalent at the registered nursing level in the designated nursing area that demonstrates clinical competency; or
- C. Two years full-time clinical teaching experience or equivalent at the registered nursing level in the designated nursing area that demonstrates clinical competency.

Nursing and teaching experience must have been within the past five years.

Active California Registered Nurse License

Understanding of and sensitivity to meeting the needs of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic background of the student, community and employee population.

SECTION-C

The Faculty in the department, in consultation with the Division Dean, reviewed the information above and concurred that:

State Minimum Qualifications were sufficient ~~Keep~~ add Local Standards as stated above (attach additional information as necessary). Request will be reviewed according to the Local Standard Procedures established by the Faculty Senate.

Ana Voorhis
Department Chair Signature

11/28/17
Date

HR USE ONLY

Hiring Standards Committee
Approval Date:

Board of Trustees Approval
Date:



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 www.cerritos.edu

Minimum Qualifications & Local Standards

Department Administration of Justice	Date 08-21-17
Department Chair Co-Chairs: Ruben R. Gomez and Bruce A. Greenberg	
Division Dean Rachel Mason	

The minimum qualifications serve as a statewide benchmark for promoting professionalism and rigor within the academic disciplines in the community colleges and a guideline for decisions regarding the suitability for employment in the system. The information below reflects the statewide minimum qualifications for persons to be considered qualified to teach full-time or part-time in the discipline. *NOTE: Minimum Qualifications and Local Standards are determined for disciplines, not for courses or subject areas within disciplines.*

SECTION-A

Discipline	State Minimum Qualifications
Administration of Justice	Any Bachelor's Degree or higher and two years of professional experience, or any associate degree and six years of professional experience.

SECTION-B

New Existing

Local Standards *(these qualifications are more rigorous than those listed by the State Minimum Qualifications and therefore, may limit your applicant pool.)*

See attached.

SECTION-C

The Faculty in the department, in consultation with the Division Dean, reviewed the information above and concurred that:

- State Minimum Qualifications were sufficient
- Keep/add Local Standards as stated above (attach additional information as necessary). Request will be reviewed according to the Local Standard Procedures established by the Faculty Senate.

B. A. Greenberg
 Department Chair Signature

8-21-17
 Date

HR USE ONLY	
Hiring Standards Committee	Board of Trustees
Approval Date: <u>9/19/17</u>	Approval Date:

Current Cerritos Qualification Standard:

Bachelor's degree in administration of justice, criminal justice, criminology, law enforcement, police science or public administration, with a minimum of 24 semester units of coursework in criminal justice, from an accredited college or university; AND a minimum of ten (10) years of full-time paid professional work experience in a public, general service, law enforcement agency at the state or local level within the past five (5) years. Law degrees (LL.B, LL.M, J.D. and S.J.D.) are NOT considered equivalent to the above degrees.

Proposed Cerritos Qualification Standard:

Bachelor's degree in administration of justice, criminal justice, criminology, law enforcement, police science or public administration, with a minimum of 24 semester units of coursework in criminal or administration of justice, from an accredited college or university; AND a minimum of ten (10) years of full-time paid professional work experience in a public, general service, law enforcement agency at the federal, state, or local level. Law degrees (LL.B, LL.M, J.D. and S.J.D.) are NOT considered equivalent to the above degrees.



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Minimum Qualifications & Local Standards

Department Nursing	Date 11/20/2017
Department Chair Ann Voorhies	
Division Dean Sandy Marks	

The minimum qualifications serve as a statewide benchmark for promoting professionalism and rigor within the academic disciplines in the community colleges and a guideline for decisions regarding the suitability for employment in the system. The information below reflects the statewide minimum qualifications for persons to be considered qualified to teach full-time or part-time in the discipline. *NOTE: Minimum Qualifications and Local Standards are determined for disciplines, not for courses or subject areas within disciplines.*

SECTION -A

Discipline	State Minimum Qualifications
Nursing	<p>Nursing Instructor</p> <p>Disciplines Requiring a Master's degree Master's degree in nursing or bachelor's degree in nursing and master's degree in health education or health science or the equivalent or the minimum qualifications as set by the Board of Registered nursing, whichever is higher.</p>

SECTION-B

New Existing

Local Standards *(these qualifications are more rigorous than those listed by the State Minimum Qualifications and therefore, may limit your applicant pool.)*
 Master's Degree in Nursing and a minimum of two years of registered nursing experience in either direct patient care and/or registered nursing level teaching.

Registered nurse patient care and teaching experience must have been within the past five years.

Active California Registered Nursing License

SECTION-C

The Faculty in the department, in consultation with the Division Dean, reviewed the information above and concurred that:

State Minimum Qualifications were sufficient Keep ~~add~~ Local Standards as stated above (attach additional information as necessary). Request will be reviewed according to the Local Standard Procedures established by the Faculty Senate.

Ann Voorhies
Department Chair Signature

11/28/17
Date

HR USE ONLY

Hiring Standards Committee
Approval Date:

Board of Trustees Approval
Date:

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Citizens' Bond Oversight Committee Membership

ACTION

It is recommended that the Board approve change in membership designation for member Parimal Shah as the senior citizens' organization member. It is also recommended that the Board approve the appointment of Richard Fisler as the business organization, Carmen Amarillas-Rivera and Pat Patnik as the community at-large members, and Paul Martinez as the support organization member to the Citizens' Bond Oversight Committee for two-year terms effective January 18, 2018.

FISCAL IMPACT

No financial impact.

REPORT SUMMARY

According to the adopted Citizens' Bond Oversight Committee Bylaws, members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups will be solicited for applications; (b) the President/Superintendent or designee will review the applications; and (c) the President/Superintendent or designee will make recommendations to the Board.

The bylaws state that the committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit: one student enrolled and active in a community college support group, such as student government; one member active in a business organization representing the business community located in the district; one member active in a senior citizens' organization; one (1) member active in a bona-fide taxpayers association; one member active in a support organization for the college, such as a foundation; and two members of the community at-large.

There are vacancies on the Citizens' Bond Oversight Committee for a business organization member, senior citizens' organization member, two community at-large members and support organization member.

Mr. Parimal Shah currently serves as a business organization member; however he will now be designated as the senior citizens' organization member.

Mr. Richard Fisler is interested in serving as the business organization member. Mr. Fisler currently is the Vice President of Facilities and Information Technology for Conant Automotive Retailers. His experience in construction management will make him a valuable member of this committee.

Ms. Carmen Amarillas-Rivera is interested in serving as a community at-large member. Mrs. Amarillas-Rivera resides in the city of Bellower and is very active in the community. She has a deep appreciation of the importance of higher education in helping communities achieve the American dream as well as the importance of transparency and abiding by the law.

Mr. Pat Patnik is interested in serving as a community at-large member. Mr. Patnik resides in the city of Artesia. He is very active in the community and wants to ensure that the citizens' monies are spent wisely and appropriately.

Mr. Paul Martinez is interested in serving as a support organization member. He is currently serves on the college's Field Ironworkers Advisory Committee and has previously served on this committee.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe R. Lopez
Vice President of Business
Services/Assistant Superintendent

PREPARED BY: _____
Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2017
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ACTION

It is recommended that the Board of Trustees receive and accept the 2016-17 fiscal year audit report for Cerritos Community College District as presented by the audit firm of CliftonLarsonAllen LLP.

FISCAL IMPACT

Reduction in General Apportionment revenue of \$8,359 due to over reporting of FTES. (1.67 FTES x \$ Credit FTES \$5,005.75 = \$8,359.60)

REPORT SUMMARY

An independent audit of the financial records of the Cerritos Community College District is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies. The 2016-2017 Independent Audit Report is presented to the Board of Trustees for receipt and acceptance.

A representative from the firm of CliftonLarsonAllen LLP will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**

Agenda Item No. 31

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business
Services/Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

<p>SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2017</p>

ACTION

It is recommended that the Board of Trustees receive and accept the copy of the 2016-17 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of CliftonLarsonAllen LLP.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Measure CC Proposition 39 General Obligation Bond is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A representative from the firm of CliftonLarsonAllen LLP will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**

Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business
Services/Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

<p>SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2017</p>

ACTION

It is recommended that the Board of Trustees receive and accept the copy of the 2016-17 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of CliftonLarsonAllen LLP.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Measure G Proposition 39 General Obligation Bond is completed annually. The independent auditors are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A representative from the firm of CliftonLarsonAllen LLP will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2017**

Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe R. Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration to Award Food Services Agreement with Campus Food Services, Inc. dba I-8 Food Services for the District's Campus Food Services for Vendor Location No. 1-2 and 4-8.</p>

ACTION

It is recommended that the Board of Trustees provide direction regarding a Food Service Vendor Operating Agreement with Campus Food Services, Inc., I-8 Food Services for the purpose of providing food services for the District for Vendor Location No. 1-2 and 4-8, pursuant to Request for Proposal (RFP) No. 17C0023, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% (locations and catering) and 15% (mobile coffee/concession cart) monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$10,000.

REPORT SUMMARY

During the May 17, 2017 Board meeting, the Board of Trustees directed staff to begin the Request for Proposals (RFP) process for food and concession services on campus. During the same meeting, amendments were approved to extend the term for the following vendors from June 30, 2017 to a revised end date of May 18, 2018: Fresh & Natural, Inc. dba Fresh & Natural Food Services Group (Vendor Location Nos. 1, 2 and 7); Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa (Vendor Locations Nos. 6 and 8); and Zebra Café (Vendor Location No. 5).

Previously, during the April 20, 2016 Board meeting, the Board of Trustees approved award of contract to Saikrupa Foods, Inc. dba SUBWAY ("SUBWAY") for Vendor Location No. 3. The agreement with SUBWAY has an end date of June 30, 2019 and includes two one-year renewal options.

Prior to releasing a RFP for food and concession services, Purchasing staff had numerous meetings with Student Services/ASCC representatives during the month of August and September 2017 to develop the RFP and a campus-wide food services survey. The campus-wide food services survey developed by Student Services and ASCC representatives was released September 5, 2017.

On September 26, 2017 the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus. As SUBWAY is still under contract for Vendor Location No. 3, the award of contract for this location was not included in the solicitation.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, October 13, 2017, and Saturday, October 14, 2017 was not mandatory. A total of 16 vendors attended the meetings.

Seven vendors submitted proposals by the submittal deadline date of November 8, 2017. Upon evaluation of the proposal submittals received, two vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the month of December. The two shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc., dba I-8 Food Services
- PFD Management Inc.

The interview evaluation committee determined that the below-listed vendor was the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc., dba I-8 Food Services

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced vendor is in the best interest of the District. To summarize, some of the added benefits of contracting with Campus Food Services, Inc., dba I-8 Food Services include, but are not limited to, the following items that were requested in the RFP, but not proposed by other vendors in the entirety:

- Operating Fee
 - 12% monthly operating fee for campus locations and onsite catering (based on gross sales from the food service vendor) or:
 - Yearly minimum guarantee (i.e. "Floor") equal to 80% of previous year's gross sales
- \$10,000 one-time signing bonus
- Mobile Coffee/Concession Cart
 - 15% monthly operating fee for mobile coffee/concession cart operations (based on gross sales from the food service vendor)
 - Mobile cart will circulate around campus based on need and customer demand
- Payment Methods and Loyalty Programs to be developed and implemented
 - Ability for customer to place an order via a mobile device
 - Ability for customer to pay for an order via a mobile device
 - Ability for customer to pay for an order via EBT card
 - Loyalty card program
 - Community discount card program
- Tenant improvements
- Sustainability initiatives
- Student scholarships
- Student food pantry partnerships

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Campus Food Services, Inc., dba I-8 Food Services for food services at Vendor Location No. 1-2 and 4-8 for a wide variety of food options on campus. The term will be for five years starting on or around July 1, 2018 and ending on June 30, 2023. Campus Food Services, Inc., dba I-8 Food Services

will pay the yearly minimum guarantee or percentages to the District as noted above. The vendor is also required to submit a one-time signing bonus of \$10,000.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

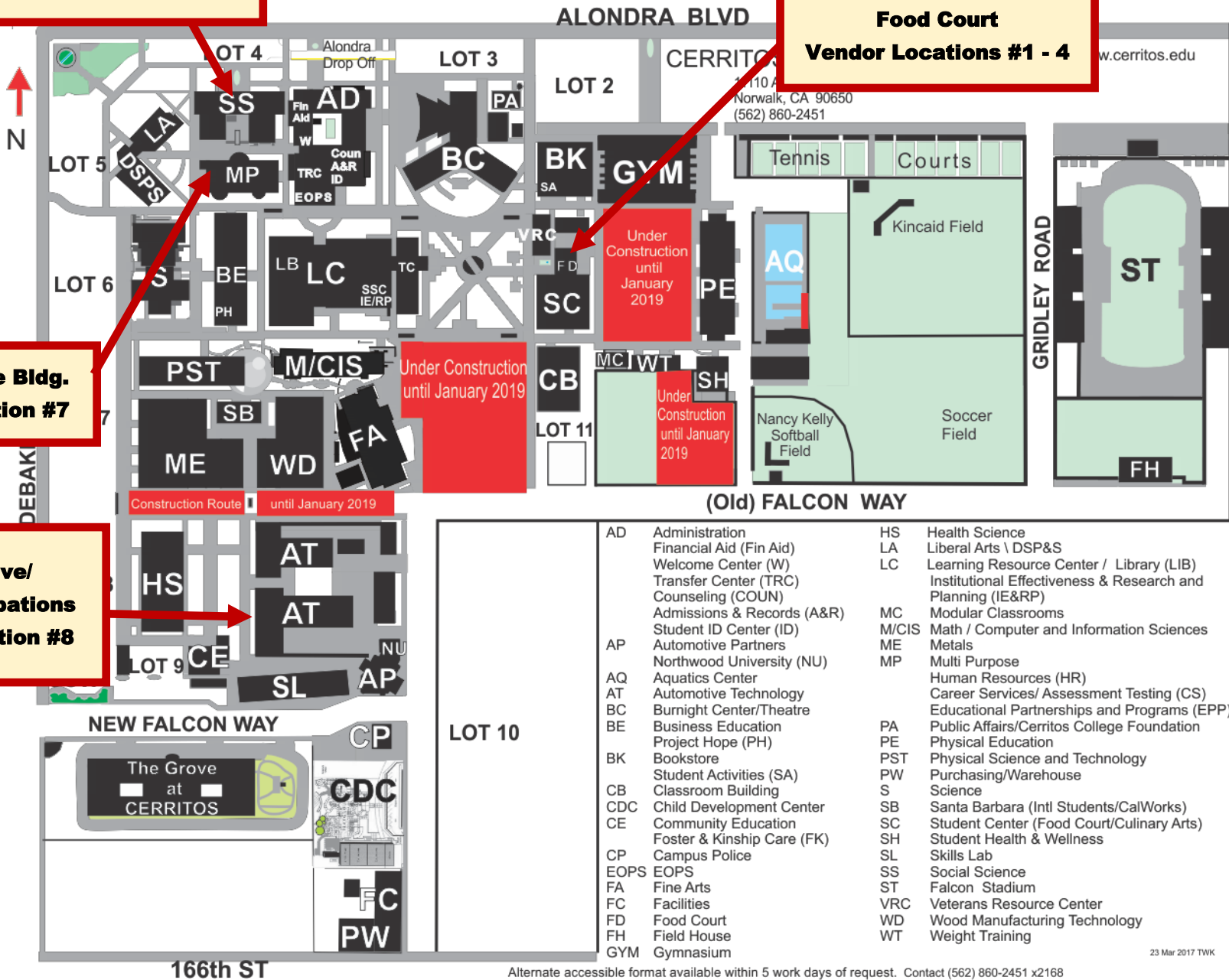
Map of Food Vendor Locations

**Social Science Breezeway
Vendor Locations #5 - 6**

**Student Center
Food Court
Vendor Locations #1 - 4**

**Multi Purpose Bldg.
Vendor Location #7**

**Automotive/
Health Occupations
Vendor Location #8**



FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY: _____
Shawna Baskette
Instructional Dean, Academic Success

SUBJECT: Consideration of Approval of Integrated Planning Document
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ACTION

It is recommended that the Board of Trustees approve the Integrated Planning Document.

FISCAL IMPACT

The College has been granted state categorical Student Equity (SE), Student Success and Support Program (SSSP), and Basic Skills Initiative (BSI) funding for the fiscal year 2017-2018, which will be used in implementing the plan. Additional support may be provided by the general fund, other categorical funds, and grants/donations.

REPORT SUMMARY

The Cerritos College Integrated Planning document is required by the Chancellor’s Office in its effort to integrate goals from BSI, SE, and SSSP. These three programs were selected because they have the same goal to increase student success and close achievement gaps and there is a potential for overlap between the programs. The Chancellor’s Office template for the Integrated Planning document requested five goals that can cross over each of the three programs.

Goals identified by Cerritos College include increasing successful course completion in college level math and English courses, increasing the number of students who complete a comprehensive student education plan, decreasing the achievement gap in course completion, increasing successful transition from noncredit to credit courses, and strengthening partnerships between the college’s degree, transfer, and CTE programs with high schools, adult schools, and the workforce. Performance outcome goals and activities to address needs are identified in the Integrated Plan.

The draft plan was reviewed by and vetted through the following committees to ensure campus wide input:

Committee	Meeting Date
Developmental Education Committee	October 3 and October 17
SSSP Coordinating Reg Group	October 10
Student Equity Committee	October 11
Student Services Managers Meeting	October 12
Executive Council	October 18
Counseling Meeting	October 18

Planning and Budget Committee	October 19
SSSP Committee	October 25
ASCC Senate	November 8
Faculty Senate	November 14
Coordinating Committee	November 27

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

Proposed Integrated Planning Document

[Executive Summary \(online\)](#)



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Part I – Deadlines and Important Information

- Submission deadline: **January 31, 2018**
- The 2017-19 Integrated Plan will cover two years. The budget plan will reflect the 2017-18 allocations.
- Integrated fiscal reports will be required on an annual basis.
- All programmatic and student outcome data will be collected via existing MIS reporting. No additional data submissions are required.
- Colleges are encouraged to align integrated program plans with their college and district strategic plans/education master plans.
- Identify one individual and an alternate to serve as the point of contact for your college.

PROGRAM INTEGRATION

The integrated SSSP/Student Equity/BSI program model promotes integrated planning and program coordination at the district and college levels. The three programs retain separate requirements as specified in Education Code and title 5 regulations; these requirements are built into the Integrated Plan to ensure compliance with applicable law and regulations. In coming years, the Chancellor's Office intends to pursue changes in Education Code and title 5 regulations to achieve even greater integration and alignment of the three programs in subsequent planning cycles.

Plans are to be developed in consultation with students, staff, administrators, faculty, Academic Senate, and members of the community as appropriate. Your plan must be adopted by the governing board of the community college district and submitted to the Chancellor's Office by December 15, 2017. A separate plan must be submitted for each college in the district.

DATA-DRIVEN PLANNING

An effective plan is grounded in data. In developing your integrated plan, refer to existing data from your previous plans, additional statewide data, and/or data collected at your colleges. The Chancellor's Office will explore and develop mechanisms and tools over the coming months to assist and support colleges in their data analysis effort, although colleges should proceed with existing resources to complete the 2017-19 plan. Areas of focus for these new tools will include access and completion for basic skills, workforce and CTE, and transfer level courses.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Although you are not required under this plan to submit your data, analysis, and each goal you set, Education Code requires that you analyze data and develop goals to address the following and to retain that information as part of your institutional records:

- Goals for the general population and for identified student groups, disaggregated by gender, as well as activities designed to address disproportionate impact using one of the Chancellor's Office-approved methodologies. Education Code requires that colleges analyze data for the following student groups and, if appropriate, develop subgroup-specific goals: current or former foster youth, students with disabilities, low-income students, veterans, American Indian or Alaskan Native, Asian students, black or African American, Hispanic or Latino, Native Hawaiian or other Pacific Islander, white, some other race, and more than one race.
- Success rates for students with basic skills needs using Basic Skills Cohort Tracker data that show (1) the number of students successfully transitioning to college-level mathematics and English courses, and (2) the time it takes students to successfully transition to college-level mathematics and English courses.

In addition, the following data should inform your planning:

- Trends for incoming students related to engagement in the following activities: (1) orientation, (2) assessment, and/or (3) education planning.
- The number of students on academic or progress probation, referred to follow-up interventions or services, and successfully moved from probation—disaggregated into the student groups that must be included in your disproportionate impact analysis.
- The number of noncredit CDCP certificates awarded, if applicable.
- Noncredit course success data, such as the percentage of students earning a grade of pass (P) or satisfactory progress (SP), if applicable.
- The number of students who transition from noncredit to credit.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Part II – Program Goals and Planning

PREVIOUS ACCOMPLISHMENTS

Questions 1 & 2 focus on what you **have accomplished during the 2015-16 planning cycle.**

1. Assess your college’s previous program efforts:
 - a. In the table below, list progress made toward achieving the goals outlined in your 2015-16 SSSP, Student Equity, and BSI plans. Expand the table as needed so that all of your goals are included.

Student Equity Plan 2015-16 Goals and Progress	
Goals	Progress
Access: The college will raise the percentage of males, individuals with disabilities, African American, Veterans, and Hispanic students by Fall 2018.	<p>The percentage of male (1%), Hispanic (4%), and veteran (1%) students increased slightly from Fall 2014 to Fall 2016. On the other hand, the percentage of students with disabilities (2%) and African Americans (3%) declined over time.</p> <p>See BSI, 3SP, Equity Indicators Progress Report for additional details.</p>
Improve course completion for African American, Native Hawaiian/Pacific Islander, and foster youth populations of students.	<ul style="list-style-type: none"> • <i>Retention.</i> The percentage of Pacific Islander students retained rose 5% from Fall 2014 to Spring 2017; the percentage of African American students remained the same, and the percentage of foster youth decreased by 3%. • <i>Success.</i> The percentage of African American (5%) and Pacific Islander (5%) students that successfully completed courses rose from Fall 2014 to Spring 2017. The percentage of foster youth (7%) fell over the same time period. <p>See BSI, 3SP, Equity Indicators Progress Report for additional details.</p>
Raise the ESL basic skills completion rates of males to the reference group level.	<ul style="list-style-type: none"> • <i>Retention.</i> The male-female gap in ESL retention narrowed from 6% in Fall 2014 to 3% in Spring 2017. • <i>Success.</i> The gap in ESL success rate between male and female students narrowed from 7% in Fall 2014 to 3% in Spring 2017.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

	<p>See BSI, 3SP, Equity Indicators Progress Report for additional details.</p>
<p>Raise the math basic skills completion rates of students from demographic groups experiencing the greatest gaps (veterans, Native Hawaiian/Pacific Islander, African American) to the reference group level.</p>	<ul style="list-style-type: none"> • <i>Retention.</i> There were fewer than 10 veterans who met the criteria during each term and their data have been excluded from the presentation of findings. The percentage of Black (7%) and Pacific Islander (17%) students retained in math basic skills courses declined from Fall 2014 to Spring 2017. Both groups were still below the college average. • <i>Math Success.</i> There were fewer than 10 veterans who met the criteria during each term and their data have been excluded from the presentation of findings. The percentage of Black students who successfully completed math basic skills courses increased (8%) from Fall 2014 to Spring 2017. The percentage of Pacific Islander (8%) students decreased from Fall 2014 to Fall 2016. <p>See BSI, 3SP, Equity Indicators Progress Report for additional details.</p>
<p>Raise the English basic skills completion rates of students from demographic groups experiencing the greatest gaps (Native Hawaiian/Pacific Islander, American Indian/Alaska Native, African American) to the reference group level.</p>	<ul style="list-style-type: none"> • <i>Retention.</i> The English basic skills retention rate fell for Native American (3%) and African American (6%) students. The rate increased for Pacific Islander/Native Hawaiian students. • <i>Success.</i> The English basic skills success rate rose for Pacific Islander (15%) students but fell for both Native Americans (7%) and African Americans (16%). <p>See BSI, 3SP, Equity Indicators Progress Report for additional details.</p>
<p>Improve degree and certificate completion for African American, male, and Filipino students identified in the college research as experiencing a disproportionate impact.</p>	<p>The number of completions rose for male students (342 additional completions). The number of completions fell for African American (4 fewer) and Filipino (3 fewer) students.</p> <p>See the Cerritos College Fact Book for additional information.</p>



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

<p>Improve the level of transfer velocity rates for American Indian, foster youth, individuals with disabilities, African American, and Hispanic students.</p>	<p>Transfer numbers are unavailable for foster youth and students with disabilities. Fewer than 10 Native American students fit the criteria and their data is excluded from these analyses. Hispanic students experienced a rise in the number of transfers from 2015 to 2016 (52 additional transfers) but the number fell from 2016 to 2017 (86 fewer). The number of transfers declined from 2015 to 2016 (16 fewer) and from 2016 to 2017 (one fewer).</p> <p>See the Cerritos College Fact Book for additional information.</p>
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Basic Skills Initiative 2015-16 Goals and Progress	
Goals	Progress
<p>Increase the number of students completing their transfer level Math and English courses by 2%.</p>	<p>From Fall 2015 to Fall 2016, students enrolled in Math 60 and English 52 enrolled in college level Math and English at a higher rate than in Fall 2015. The rest of the basic skills Math and English courses did not show a 2% increase.</p>
<p>Increase the number of students visiting the Success Center.</p>	<p>From the 15/16 to 16/17 year, the number of unique visitors using the Success Center remained the same. 52% of students enrolled at Cerritos visited the Success Center each year based on FTE counts.</p>
<p>Increase the number of hours students visit the Success Center.</p>	<p>Data for number of hours was corrupted, however, number of visits per student increased by 73.5% from 15/16 to 16/17. The average number of hours per visit is 1.4 during the 15/16 and 16/17 years.</p>



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

SSSP 2015-16 Goals and Progress	
Goals	Progress
Provide at least an abbreviated student education plan (SEP) to all entering students, with a priority focus on students who enroll to earn degrees, career technical certificates, transfer preparation, or career advancement.	This goal is ongoing and continuing to be implemented. There was a substantial increase in the number of students who were provided an abbreviated education plan. Overall, more students were provided educational plans in Fall of 2016 compared to the Fall of 2015.
Provide orientation, assessment for placement, counseling, advising, and other education planning services to all first-time students.	There was significant progress made towards providing all first time new to college students with orientation, assessment for placement, counseling, advising, and other education planning services. The population of students that were provided with Other Student Success Services also increased.
Provide students with any assistance needed to define their course of study and develop a comprehensive SEP by the end of the third term but no later than completion of 15 units.	This data has been unavailable until recently; data analysis and setting a baseline measurement for which to measure these elements in the future is in progress. Baseline to be determined no later than December 2017.
Provide follow-up services to at-risk (students enrolled in basic skills courses, students who have not identified an education goal or course of study, or students on academic or progress probation).	This data is soon to be available; data analysis and setting a baseline measurement for which to measure these elements in the future is in progress. Baseline to be determined no later than December 2017.

b. To what do you attribute your overall success or lack thereof? (This answer can be in narrative or bullet; 100 words maximum)

- BSI planning was in flux in Fall 2015, planning new programs to meet the goals.
- SSSP success in AOC, ASEP is due to enrollment restrictions if these requirements are not met.
- SSSP has been less successful in providing substantial follow-up services to at-risk students, particularly those who haven't identified an education goal or course of study, due to difficulty correctly identifying these students.
- Student Equity's plan and itemized budget provide the ready roadmap used for continuous improvement. The targeted and large-scale student support functions are well-scaled to mitigate disproportionate impact across the college's student body.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

- c. In the table below, identify one goal from your 2015-16 plans that intersects SSSP, Student Equity, and BSI and describe the integration activities. (Note: For the 2017-19 plan, integrated goals are required.)

Goal	Activities in each program that serve the goal listed		
	SSSP	Student Equity	BSI
Increase the number of students completing their transfer level Math and English courses by 2%	Provide orientation, assessment, counseling, advising, and other education planning services to students. Provide a SEP to identify student's course of study.	Provide Math and English tutoring. Provide embedded tutors for Math and English courses.	Provide pathways to completion of transfer level Math and English courses. Implement and require students on the pathways to access tutoring services.

2. Describe one strategy or activity that your college has implemented that is resulting in significant gains in student completion or closing of achievement gaps. The Chancellor's Office will use this information to assist in dissemination of effective practices to other colleges.

Accelerated Instruction in Math and English (AIME)

The AIME Program is designed to assist students in completing their math, English, and/or ESL courses in one academic year. The program does this by providing students with clear pathways, structured study sessions, and academic support.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

FUTURE PLANS

Questions 3-8 address the 2017-19 planning cycle.

3. Establish integrated student success goals to be completed/achieved by June 30, 2019, along with corresponding activities designed to achieve those goals. Goals must be outcomes-based, using system-wide outcomes metrics. For example:
 - Basic skills completion, including, but not limited to, (1) increasing the number of students successfully transitioning to college-level mathematics and English courses, and 2) reducing the time it takes students to successfully transition to college-level mathematics and English courses.
 - Closing achievement gaps for disproportionately impacted groups.
 - Improving success rates in degree attainment, certificate attainment, and transfer.
 - Improved identification of and support for students at-risk for academic or progress probation.
 - Deeper collaborations with high school districts, workforce agencies, or other community partners, particularly to increase students' college and job readiness
 - Improved noncredit student success for those with noncredit offerings (e.g., CDCP certificates awarded, course success, and noncredit-to-credit transition)

Select five integrated goals for the period covering this plan and complete the following table, showing how each goal connects across programs as well as the activities/steps you will implement to achieve each goal (Note: not all cells are required to be completed for each goal, but goals should cross at least two programs). Include at least one goal for each of three programs: Student Success and Support Program (core services), Student Equity, and Basic Skills.

Complete the table on the next page. Add rows as needed to list all five goals.



Last Updated: 1/08/18

2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

INTEGRATED PLAN: GOALS



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Goal 1.

By the end of the 2018/2019 academic year, double the percentage (a 100% increase) of students successfully completing college level math and English by implementing tools that allow use of self-reported high school GPA, Cal Pass transcript data, and guided self-placement.

Assessment measures:

1. Track enrollment numbers for college-level math and English courses.
2. Track total count of students successfully completing college-level math and English courses.
3. Track data for the time it takes students to successfully transition to and complete college-level math and English courses.

Activities in each Program that Serve Goal #1		
SSSP	Student Equity	BSI
<ol style="list-style-type: none"> 1. Implement multiple measures assessment. 2. Increase enrollments for support programs such as AIME, Puente, Umoja, DSPS, EOPS/CARE, LINC, and CalWorks. 	<ol style="list-style-type: none"> 1. Implement multiple measures assessment. 2. Increase enrollments for support programs such as AIME, Puente, Umoja, DSPS, EOPS/CARE, LINC, and CalWorks. 3. Pull and review disproportionate impact data for students involved in AIME. 4. Data on tutoring and DLAs has shown that it increases success and completion for students who attend tutoring sessions. Continue to provide tutors for drop in and embedded tutoring. 	<ol style="list-style-type: none"> 1. Implement multiple measures assessment. 2. Contact students who identified English as their second language on Accuplacer to inform them of ESL programs, services, and resources. 3. Identify students whose first language is not English by inserting series of questions into the self-guided placement survey. 4. Increase enrollments for AIME. 5. Expand the number of AIME basic skills pathways. 6. Provide professional development for accelerated basic skills courses.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #1		
SSSP	Student Equity	BSI
	5. Provide professional development for teaching Habits of Mind. 6. Develop online tutorials to teach students Habits of Mind. 7. Continue dual enrollment, which has been shown to result in students entering college level courses earlier. 8. Develop professional development opportunities for multiple measures.	7. Prepare students for a transfer pathway (PACT). 8. Require selected students in pathways programs to attend supplemental instruction. 9. Continue to develop and implement accelerated models. 10. Develop the curriculum in ESL and reading to support transfer level English. 11. Create and implement co-requisite courses.

Chancellor’s Office Goals

- Access
- Retention
- Transfer
- ESL/Basic Skills Completion
- Degree & Certificate Completion

Educational Master Plan Goals:

- Goal A: Culture of Completion
- Goal B: Strengthening Partnerships
- Goal C: Leadership and Staff Development
- Goal D: Improving Communications
- Goal E: Educational Infrastructure
- Goal F: Organizational Effectiveness

State 2022 Goals:

- Increase completion.
- Increase transfer.
- Decrease average number of units.
- Increase employment number for exiting CTE students.
- Reduce equity gaps.
- Reduce achievement gaps.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Goal 2.

By June 2019, ensure that 75% of students in the general population who have reached 15 degree applicable units have a Comprehensive Student Education Plan (CSEP).

Assessment measure:

1. Track data for number of students completing Comprehensive SEPs.

Activities in each Program that Serve Goal #2		
SSSP	Student Equity	BSI
<ol style="list-style-type: none"> 1. Pilot an effort to develop CSEPs for group of students who reached 15+ units the preceding term and do not belong to a group for which program-specific CSEPs are developed. 2. Develop a communication plan to outreach to students and invite them to make a counseling appointment to create a CSEP based on an informed goal. 3. Counselors will announce their availability to faculty to present brief overview of education plans. 4. Secure and provide incentives (e.g., book vouchers, gift cards) to students to encourage development of CSEPs. 	<ol style="list-style-type: none"> 1. LINC, Veterans’ Center, and EOPS require students to complete a CSEP as part of participation. 2. Project HOPE encourages students to complete CSEP as part of the program. 3. Outreach to Umoja and Puente to direct students to complete an education plan as part of participation in these programs. 4. Offer CTX workshops on CSEPs to faculty. 5. Include information on CSEPs to new faculty in NFOP. 	<ol style="list-style-type: none"> 1. Direct students to complete an Education Plan as part of AIME and PACT participation.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #2		
SSSP	Student Equity	BSI
<p>5. Provide additional interventions for students not yet ready for a CSEP (as determined by counselor professional judgement).</p> <p>6. Identify students with undeclared educational goal and/or program of study.</p> <p>7. Invite undeclared students to career and major exploration workshops or counseling appointments.</p> <p>8. Explore possibility of increasing sections of COUN 200.</p>		

Chancellor’s Office Goals

- Access
- Retention
- Transfer
- ESL/Basic Skills Completion
- Degree & Certificate Completion

Educational Master Plan Goals:

- Goal A: Strengthening the Culture of Completion
- Goal B: Ensuring Program Alignment by Strengthening Partnerships
- Goal C: Promoting Leadership and Staff Development
- Goal D: Improving Internal and External Communications
- Goal E: Upgrading Educational Infrastructure
- Goal F: Enhancing Organizational Effectiveness

State 2022 Goals:

- Increase completion.
- Increase transfer.
- Decrease average number of units.
- Increase employment number for exiting CTE students.
- Reduce equity gaps.
- Reduce achievement gaps.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Goal 3.

By June 2019, decrease the achievement gap for course completion in transfer courses by 40% from the 2016-17 year for each of the following student groupings, which were found to have a disproportionate impact in course completion: current or former foster youth, Latinos, Black or African American, American Indian or Alaskan Native, and Native Hawaiian or other Pacific Islander populations.

Assessment measures:

1. Track disproportionate impact pre and post implementation of activities.
2. Track transfer course completion rates for identified student groupings during the duration of this plan.

Activities in each Program that Serve Goal #3		
SSSP	Student Equity	BSI
<ol style="list-style-type: none"> 1. Identify current or former foster youth, Latinos, Black or African American, American Indian/Alaskan Native, Native Hawaiian or other Pacific Islander student groupings for outreach to complete CSEP. 2. Support existing community resource fairs operation coordinated by Reentry Services partnered with the LINC program and the Office of Diversity, Compliance, and Title IX. 	<ol style="list-style-type: none"> 1. Track data for Student Equity initiatives to identify the programs most successful at reducing the achievement gap in course completion. Continue to fund or expand these programs in future planning efforts. 2. Review the CCEAL/M2C3 Institutional Assessment Package data for direction in improving course completion. 3. Contact American Indian groups and individuals through the Native American Student Outreach and Support Initiative and use the information gained to develop a plan to meet their needs. 4. Provide training in Habits of Mind to students and faculty (iFALCON). 	<ol style="list-style-type: none"> 1. Explore FYE/Learning Community cohorts for student groupings of current or former foster youth, Latinos, Black or African American, American Indian/Alaskan Native, and Native Hawaiian or other Pacific Islander in AIME and PACT programs. 2. Create student focus groups for each identified student grouping to determine what students need. 3. Educate new students about ESL options by partnering with Cerritos Complete.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #3		
SSSP	Student Equity	BSI
<p>3. Develop comprehensive web page for holistic student support services.</p>	<p>5. Explore creating safe spaces for student groups, including cross cultural activities within a campus multicultural center.</p> <p>6. Data on tutoring has shown that it increases success and completion for students who attend tutoring sessions. Continue to provide tutors for drop-in and embedded tutoring. Add group tutoring programs.</p> <p>7. Provide lab assistants, instructional aides, and SEM embedded tutors.</p> <p>8. Advise foster youth (LINC), African American, American Indian/Alaskan Native, Latino, and Native Hawaiian/Pacific Islander student groupings on college procedures, assist with and monitor enrollment, and develop and implement programs to enhance retention and academic achievement.</p> <p>9. Further exploration of disproportionate impact data.</p> <p>10. LINC coordinates services with community and county agencies for foster youth, including referrals for housing, mental and physical health,</p>	<p>4. Integrate ESL with dual enrollment and Cerritos Complete.</p> <p>5. Actively recruit former foster youth, Latinos, Black or African American, American Indian/Alaskan Native, and Native Hawaiian or other Pacific Islander student groupings into AIME and PACT.</p> <p>6. Create and implement co-requisite courses.</p>



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #3		
SSSP	Student Equity	BSI
	<p>employment, and other supportive programs and services.</p> <p>11. Provide diversity, equity, and inclusion programs, services, and research, such as Black History Month, iFalcon support services, LINC community outreach leaders, Project HOPE, Umoja, and Puente support.</p> <p>12. Launch a collaborative approach to assess and evaluate campus climate and existing campus diversity initiatives to identify needs, reduce duplication, share resources, identify gaps, and align existing initiatives to the EMP, EEO/Diversity, and the Integrated Plan.</p> <p>13. Using the data from campus climate and diversity initiatives assessment, strengthen existing programs and create new programs to fulfill the identified gaps. Identify and develop mechanisms for training incentives, accountability, and assessment.</p> <p>14. Identify courses that have significant disproportionate impact and create supports around students in those courses.</p>	



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #3		
SSSP	Student Equity	BSI
	<p>15. Continue to support the Umoja and Puente learning communities.</p> <p>16. Project Hope supports underrepresented groups in healthcare or science-related programs through academic support, skill-building, career counseling, and financial aid.</p>	

Chancellor’s Office Goals

- Access
- Retention
- Transfer
- ESL/Basic Skills Completion
- Degree & Certificate Completion

Educational Master Plan Goals:

- Goal A: Strengthening the Culture of Completion
- Goal B: Ensuring Program Alignment by Strengthening Partnerships
- Goal C: Promoting Leadership and Staff Development
- Goal D: Improving Internal and External Communications
- Goal E: Upgrading Educational Infrastructure
- Goal F: Enhancing Organizational Effectiveness

State 2022 Goals:

- Increase completion.
- Increase transfer.
- Decrease average number of units.
- Increase employment number for exiting CTE students.
- Reduce equity gaps.
- Reduce achievement gaps.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Goal 4.

By February 2018, gather data on students transitioning from noncredit to credit courses. Present data report to campus constituent groups, and review data for purposes of identifying activities to improve students’ successful transition from noncredit to credit. Use the analysis to form a plan to increase successful noncredit to credit transition by at least 2% from the baseline established by the data.

Assessment measures:

1. Examine data/research annually regarding students in GED noncredit to credit student transition.
2. Examine data/research annually regarding ESL noncredit to credit student transition.
3. Track data annually for time it takes students to successfully transition to and complete college level courses, with an emphasis on math and English courses (math and English reports will be tracked twice per academic year).
4. Examine data/research regarding noncredit to credit student transition for students with an education goal indicating intention to transition to credit.

Activities in each Program that Serve Goal #4		
SSSP	Student Equity	BSI
<ol style="list-style-type: none"> 1. Present and discuss noncredit to credit transition report to Committee. 2. Identify activities and goals to improve noncredit to credit transition. 3. Complete NCSEP for noncredit basic skills students preparing to transition to credit math courses. 4. Budget support for assessment-placement functions, consistent with AB 705 (Irwin, 2017) and addressing 	<ol style="list-style-type: none"> 1. Present and discuss noncredit to credit transition report to Student Equity Committee with emphasis on disaggregated data. 2. Identify activities and goals to improve noncredit to credit transition as it relates to disproportionate impact. 3. Data on embedded tutoring has shown that it increases the success and completion rate for individual students. Continue to provide embedded 	<ol style="list-style-type: none"> 1. Present and discuss noncredit to credit transition report to Dev Ed Committee. 2. Identify activities and goals to improve noncredit to credit transition. 3. Conduct assessment preparation and bootcamp instruction. 4. Coordinate pairing of noncredit and credit course sequences.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #4		
SSSP	Student Equity	BSI
<p>multiple measures, proctors, instrument costs, and counselor time.</p> <p>5. Coordinate transition services through Adult Education College Prep Week.</p> <p>6. Hold annual major's fair.</p> <p>7. Provide cross between noncredit and credit counselors by assigning a noncredit to credit counselor. Make a formal agreement to create liaisons between credit and noncredit.</p>	<p>tutoring for credit and noncredit courses.</p> <p>4. Data on drop-in tutoring and DLAs has shown that it increases success and completion for students who attend tutoring sessions. Continue to offer tutoring, workshops, and DLAs and expand to include appointments and group tutoring. Collect and report data on outcomes of all supplemental instruction activity in the Success Center.</p>	<p>5. IERP will collect and report data for AIME pathways for math, English, and ESL that bridge noncredit to credit.</p> <p>6. Collect and report data for ESL noncredit student transition to credit courses.</p> <p>7. Collect and report data for noncredit student transition to credit courses for students with an education goal indicating intention to transition to credit.</p> <p>8. Collect and report data for GED noncredit student transition to credit courses.</p> <p>9. IERP will collect and report data for the time it takes students to successfully transition from noncredit math to complete college level math courses. Aggregate data for the general population and for</p>



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #4		
SSSP	Student Equity	BSI
		<p>programs already in place (e.g., AIME).</p> <p>10. Collect and report data for the time it takes students to successfully transition from noncredit English to complete college level English courses.</p>

Chancellor’s Office Goals

- Access
- Retention
- Transfer
- ESL/Basic Skills Completion
- Degree & Certificate Completion

Educational Master Plan Goals:

- Goal A: Strengthening the Culture of Completion
- Goal B: Ensuring Program Alignment by Strengthening Partnerships
- Goal C: Promoting Leadership and Staff Development
- Goal D: Improving Internal and External Communications
- Goal E: Upgrading Educational Infrastructure
- Goal F: Enhancing Organizational Effectiveness

State 2022 Goals:

- Increase completion.
- Increase transfer.
- Decrease average number of units.
- Increase employment number for exiting CTE students.
- Reduce equity gaps.
- Reduce achievement gaps.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Goal 5.

By June 2019, strengthen partnerships between the college’s degree, transfer, & CTE programs with high schools, adult schools, & the workforce to address the academic preparation of students who have experienced a disproportionate impact to their education.

Assessment measures:

1. Increase the number of participants in Cerritos Complete 2018-2019 cohort by at least 10% (goal is 854).
2. Establish MOUs with the four service area school districts regarding dual enrollment.

Activities in each Program that Serve Goal #5		
SSSP	Student Equity	BSI
<ol style="list-style-type: none"> 1. Conduct assessment preparation instruction and on-site assessment in high schools. 2. Coordinate transition services for noncredit students through college prep week. 3. Provide cross between noncredit and credit counselors by assigning a noncredit to credit counselor. Make a formal agreement to create liaisons between credit and noncredit. 	<ol style="list-style-type: none"> 1. Falcon Kids program in elementary schools. 2. Address academic preparation of students by continuing to provide embedded tutoring. Data on embedded tutoring has shown that it increases success and completion for students who attend tutoring sessions. 3. Address academic preparation of students by continuing to provide drop-in tutoring, workshops, and DLAs. Data on drop-in tutoring and DLAs has shown that it increases success and completion for students who use these services. 	<ol style="list-style-type: none"> 1. Develop MOUs with high schools and adult schools to offer basic skills courses on their sites. 2. Conduct assessment preparation and bootcamp instruction. 3. Coordinate pairing of noncredit and credit course sequences. 4. Strengthen bridge from noncredit to credit by providing credit offerings in adult schools, and inviting credit faculty to visit noncredit classes. 5. AIME pathways for math, English, and ESL bridge noncredit to credit.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Activities in each Program that Serve Goal #5		
SSSP	Student Equity	BSI
		<p>6. Reading has partnered with CTE and high schools to address reading literacy</p> <p>7. Create ESL partnerships with high schools.</p>

Chancellor’s Office Goals

- Access
- Retention
- Transfer
- ESL/Basic Skills Completion
- Degree & Certificate Completion

Educational Master Plan Goals

- Goal A: Strengthening the Culture of Completion
- Goal B: Ensuring Program Alignment by Strengthening Partnerships
- Goal C: Promoting Leadership and Staff Development
- Goal D: Improving Internal and External Communications
- Goal E: Upgrading Educational Infrastructure
- Goal F: Enhancing Organizational Effectiveness

State 2022 Goals

- Increase completion.
- Increase transfer.
- Decrease average number of units.
- Increase employment number for exiting CTE students.
- Reduce equity gaps.
- Reduce achievement gaps.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

4. How will your college accomplish integration of matriculation, instruction, and student support to accomplish your student success goals? Include in your answer how your college will ensure coordination across student equity-related categorical programs or campus-based programs. (500 words max)

Integration of matriculation, instruction, and student support will be accomplished through efforts to improve placement for students in English and math courses. Assessment is a significant component of matriculation and requires coordination with instruction and IERP in order to validate appropriate cut scores and use of multiple measures. Assessment also requires coordination with student support in order to process clearances into the classes and is tied considerably to the creation of comprehensive student education plans (CSEP). One of the integrated student success goals for Cerritos College is to increase CSEP completion. Placement is also intricately connected to our integrated goals of increasing completion of college level English and math and improving course completion, which are key components of instruction. Creating pathways to complete basic skills and transfer courses will require partnerships between counselors, instruction, and student support.

Integration of matriculation, instruction, and student support will also be accomplished by moving students through the English and math sequences more quickly. This is being accomplished by reducing the number of classes an individual student needs to take, streamlining the sequences of English and math with our current offerings of 9 week and accelerated courses, and creating pathways to successful completion of required courses. Vital to this effort are tutoring and counseling referrals, which integrate other elements of instruction and student support.

The task force that was assembled to develop the Integrated Plan will continue to function as a committee to evaluate progress toward each of the five student success goals and discuss coordination across student equity related categorical programs. The committee includes representatives from student support, instruction, and IERP and will ensure coordination of the student success goals across multiple programs. Goals and activities will be further integrated with college planning documents such as the Educational Master Plan and Strategic Plan.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

5. If your college has noncredit offerings, describe how you are including these offerings in moving students through to their goals, including post-secondary transitions and employment (250 words max)

The noncredit Adult Education and Diversity programs at Cerritos College have developed processes that ensure access for diverse students to SSSP core services and college programs, including:

- Assistance with application and registration.
- Orientation provided to all new noncredit students. New students are provided a 1-hour counseling appointment to provide thorough orientation, education planning, and resources identification/explanation.
- Assessment and assessment preparation courses available to all students so they can practice, reassess, and jump levels in basic skills courses.
- A Student Education Plan is provided to all new students. SEPs for continuing students are also updated and evaluated for progress in follow-up appointments.
- Continuing students are encouraged to set appointments with a counselor at least once per year to follow up with progress.

Additional high touch and guided support is provided to noncredit students through the following activities:

- Attendance alerts to monitor class progress and success.
- Offering supplemental educational support in Basic Skills courses.
- Embedded tutors in Basic Skills courses to increase student success.
- Coordination with credit Basis Skills courses and general education courses to facilitate progress through college level.
- Offering course pairings to maximize student success.
- Offering noncredit CTE Readiness courses for designated CTE programs.
- Offering advanced manufacturing noncredit courses with certifications as pathways to credit manufacturing programs with high employment.
- College preparation workshops for continuing students that are advancing through noncredit programs.
- Outreach to courses offered off-site to make SSSP core services more accessible to students and ensure student retention and success.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

6. Describe your professional development plans to achieve your student success goals. (100 words max)

Cerritos College plans PD for success goals via CTX workshops, departments, and programs. BSI provides PD to address the impact of acceleration and multiple measures. Faculty attend conferences such as the Great Teacher's Seminar, PAACE, Adult Education Regional Consortium, and ACCE workshops on transitioning noncredit students to credit programs. Educational Partnerships provides PD to high school counselors on assisting student transition to college. Counselors receive biweekly training on CSEP and requirements and resources for certificate, degree, and transfer. The Strategic Plan includes a commitment to diversity and the college will assess initiatives and develop new programs to contribute to inclusion.

7. How and how often will you evaluate progress toward meeting your student success goals for both credit and noncredit students? You could analyze milestones, momentum points, leading indicators, or any other metric you find appropriate for your college. (100 words max)

We will measure progress toward student success goals and report to the integration committee. Data that will be tracked:

- Completion data for math and English students (end of each term: July 2018, Feb 2019, July 2019).
- Time it takes students to complete college-level math and English courses (preliminary milestones provided at end of term; full data provided annually).
- Number of completed CSEPs will be tracked.
- Disproportionate impact pre and post implementation of activities (annually).
- Progression numbers at each level of noncredit math (preliminary milestones provided at end of term; full data provided annually).
- Progression of students from noncredit to credit courses. Math and English courses will be tracked and reported twice per academic year. Manual tracking will be produced once each academic year, if needed, for reporting in the Fall.
- Number of students participating in Cerritos Complete program (annually).
- Progress toward completing MOUs with school districts. Each semester EPP will evaluate and report on number of agreements with districts.

Data will be disaggregated to determine the achievement of disproportionately impacted demographic groups.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

8. For multi-college districts, how will you coordinate your efforts for SSSP, Student Equity, and BSI, with other colleges in your district to achieve your student success goals? (100 words max)
9. Using the document “BSI SE SSSP Integrated Budget Plan 2017-2018” and your 2017-2018 annual allocation amounts, provide a budget plan specifying how you will utilize your BSI, SE, and SSSP funds to help achieve your student success goals.
Budget plan attached.
10. Each college must create an executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals, and the resources budgeted for these activities. The executive summary for this plan must also include an accounting of how Student Equity funding for 2014-15, 2015-16, and 2016-17 was expended and an assessment of the progress made in achieving the identified goals from prior year plans. The summary must also include the name of the college or district official to contact for further information. The executive summary must be posted to the college website. Provide a link to your college’s executive summary below:
<http://www.cerritos.edu/2017-19-Student-Equity-Plan-Exec-Summ-pdf>
11. What support from the Chancellor’s Office (e.g., webinars, workshops, site visits, etc.) and on what topics (e.g., budget, goal setting, expenditures, data visualization, etc.) would help you to accomplish your goals for student success and the closing of achievement gaps?
 - Funding.
 - Alignment of data between high schools and California Community Colleges.
 - Implement multiple measures assessment.
 - Hardware and software alignment with largest vendors, such as Peoplesoft, Banner, and Datatel for code writing and sharing.
 - Best practices directory for successful programs.
 - Professional development focused on strategies to close the achievement gap.
 - Encourage inclusion of cultural awareness in curriculum development, including universal design.
 - Funding for MSW case managers.
 - Targeted data about challenges men face in community college. Colleges need common data collection instruments so they can make comparisons across different Districts.



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

- Mental health resources for students.
- Support statewide management information system to include noncredit progress indicators in student success data.
- Transfer admissions guarantees for identified student populations, especially for identified service area institutions.
- Provide leadership in procuring universally designed products, software, and services ensuring students and employees have equitable access to information (e.g., accessibility to hardcopy and electronic publications), as recommended and endorsed by the Chancellor's Office.

12. Identify one individual to serve as the point of contact for your college (with an alternate) for the Integrated Plan and provide the following information for that person:

Point of Contact:

Name Dr. Stephen Johnson
Title Vice President, Student Services/ Assistant Superintendent
Email Address sjohnson@cerritos.edu
Phone 562-860-2451 ext. 2237

Alternate Point of Contact:

Name Rick Miranda
Title Vice President, Academic Affairs/Assistant Superintendent
Email Address ermiranda@cerritos.edu
Phone 562-860-2451 ext. 2228



2017-19 Integrated Plan: Basic Skills Initiative, Student Equity, and Student Success and Support Program

Part III – Approval and Signature Page

College: Cerritos College

District: Cerritos

Board of Trustees Approval Date: January 17, 2018

We certify the review and approval of the 2017-19 Integrated Plan by the district board of trustees on the date shown above. We also certify that the goals, strategies and activities represented in this plan meet the legislative and regulatory intent of the Student Success and Support (credit and noncredit), Student Equity, and Basic Skills programs and that funds allocated will be spent according to law, regulation and expenditure guidelines published by the California Community College Chancellor’s Office.

Chancellor/President	Date	Email Address
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Chief Business Officer	Date	Email Address
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Chief Instructional Officer	Date	Email Address
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Chief Student Services Officer	Date	Email Address
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President, Academic Senate	Date	Email Address
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**Integrated Budget Template: BSI, Student Equity, and SSSP
for fiscal reporting period July 1, 2017 - June 30, 2018**

Cerritos CCD
Cerritos College

Planned Expenditures

Report planned expenditures by program allocation and object code as defined by the California Community Colleges (CCC) Budget and Accounting Manual. Although they appear in the CCC Budget and Accounting Manual, not all expenditures listed are appropriate. Refer to program funding guidelines for more information.

Object Code	Category	Basic Skills Initiative	Student Equity	Credit SSSP	Credit SSSP - Match	Noncredit SSSP	Noncredit SSSP - Match		
1000	Academic Salaries	\$ 302,059	\$ 435,372	\$ 1,425,636	\$ 1,655,994	\$ 47,669	\$ -		
2000	Classified and Other Nonacademic Salaries	\$ 153,889	\$ 1,106,608	\$ 528,170	\$ 1,294,498	\$ 88,581	\$ 183,519		
3000	Employee Benefits	\$ 117,682	\$ 409,452	\$ 701,868	\$ 1,100,987	\$ 46,740	\$ 96,136		
4000	Supplies & Materials	\$ 32,000	\$ 132,698	\$ 14,522		\$ 20,000			
5000	Other Operating Expenses and Services	\$ 46,167	\$ 268,782	\$ 145,993		\$ 22,159			
6000	Capital Outlay	\$ 89,673	\$ 73,751						
7000	Other Outgo		\$ 30,500						
	Program Totals	\$ 741,470	\$ 2,457,163	\$ 2,816,189	\$ 4,051,479	\$ 225,149	\$ 279,655		
					Match		Match		
		BSI, SE, & SSSP Budget Total							\$ 6,239,971

*Note: the text "Match" or "Mismatch" should appear at the bottom of each match column to assist in ensuring your allocation to match ratio is at least 1 to 1.

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **January 17, 2018**
Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval to Cancel the Regular Board Meeting of March 21, 2018
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ACTION

It is recommended that the Board of Trustees cancel the regular board meeting of March 21, 2018.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

It is recommended that the Board of Trustees cancel the March 21, 2018 study session. The college typically holds one board meeting in March due to spring break.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Advisory Committee Membership

ACTION

It is recommended that the Board of Trustees approve the membership for the Bond Construction and Board Policy Review Board Advisory Committees, in accordance with Board Policy 2220.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

Advisory Committees are composed of less than a quorum of members of the Board of Trustees, are advisory and do not have authority that may lawfully be exercised by the Board itself and are not required to comply with the Brown Act. Findings or recommendations shall be reported to the Board of Trustees for consideration.

Board Agenda Items that have been reviewed by the Board Advisory Committees will be placed in the Consent Calendar for consideration but may be discussed separately at the request of a Board Member.

Bond Construction Advisory Committee

Proposed Board Advisory Committee Members: Zurich Lewis, Dr. Sandra Salazar
Proposed Meeting Time: To Be Determined

- To review upcoming Board agenda items related to bond construction program;
- Consult with District and Tilden Coil staff for clarification of Board agenda items;
- To provide the opportunity for discussion and the development of informed recommendations in preparation for full board review of bond construction agenda items.
- Make recommendations to the Board regarding proposed bond construction agenda items.

Board Policy Review Advisory Committee

Proposed Board Advisory Committee Members: James Cody Birkey
Proposed Meeting Time: To Be Determined

- To review proposed Board Policies;
- To review current Board Policies for currency and relevance;
- Make recommendations to the Board regarding proposed Board Policies.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Nominee for CCCT Board Election

ACTION

It is recommended that the Board of Trustees consider nominating an individual to serve on the California Community College Trustees (CCCT) Board.

FISCAL IMPACT

No general funds will be used.

REPORT SUMMARY

The CCCT board serves a major role within the Community College League of California. Meeting five times a year, mainly in Sacramento, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations are accepted through February 15. Nominations are to be made by member district board of trustees and each district may nominate only members of its board. The election of members of the CCCT board will take place between March 10 and April 25. CCCT board members are elected by the institutional member governing boards for three-year terms.

This year, five persons will be elected to the board. Of those five seats there are three incumbents eligible to run for re-election. The newly elected members of the board will assume their responsibilities at the conclusion of the annual CCLC Trustees Conference.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

None.

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Member Compensation Increase

ACTION

It is recommended that the Board of Trustees approve a 2.5% increase of the compensation of individual Board Members effective July 1, 2017 based on the present \$554.10 monthly rate of compensation, in accordance with Board Policy 2725.

FISCAL IMPACT

The cost is \$1,329.84 annually and will be expended from the General Fund.

REPORT SUMMARY

Board Policy 2725 Board Member Compensation states that, "Members of the Board including the Student Trustee shall only consider an annual salary increase commensurate to a faculty salary increase within that fiscal year, so long as the amount does not exceed five percent based on the present monthly rate of compensation."

Education Code section 35120(e) authorizes the Governing Board, on an annual basis, to increase the compensation of individual Board Members in an amount not to exceed 5% based on the present monthly rate of compensation. Any increase shall be effective upon approval by the Governing Board. The Board may consider additional annual increases of 5% on an annual basis.

NOTICING REQUIREMENTS

None is required beyond posting of this item on the agenda.

ATTACHMENT(S)

[Board Policy 2725](#)