



CERRITOS COLLEGE
BOARD BOOK

FEBRUARY 1, 2017



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

CHERYL A. EPPLE BOARD ROOM

Wednesday, February 1, 2017 at 7:00 p.m.

CALL TO ORDER: Zurich Lewis, Board President

Zurich Lewis, Board President
Trustee Area 7

Martha Camacho-Rodriguez, Member
Trustee Area 1

Carmen Avalos, Board Vice President
Trustee Area 2

John Paul Drayer, Member
Trustee Area 3

Dr. Shin Liu, Board Clerk
Trustee Area 5

Marisa Perez, Board Vice President
Trustee Area 4

Dr. Sandra Salazar, Member
Trustee Area 6

Karen F. Patron D.
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

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

(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.

CLOSED SESSION

1. **President/Superintendent Mid-Year Performance Evaluation**
2. **Conference with Labor Negotiators (GC #54957.6)**
 - A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro
 - B. Employee Organizations:
California School Employees Association
3. **Reconvene at 8:00 p.m.**
4. **Invocation**
5. **Pledge of Allegiance: Martha Camacho-Rodriguez**
6. **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.

<i>REPORTS AND COMMENTS FROM CONSTITUENT GROUPS</i>
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At this time, a brief report and summary of initiatives will be given by identified constituent group leaders:
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- | |
|--|
| <ul style="list-style-type: none"> • 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 |
|--|

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.

OPEN SESSION AGENDA

7. Institutional Presentation: Recognition of Classified Employee of the Month

The Board of Trustees will recognize Claudia Cruz, Custodian, as Classified Employee of the Month for December 2016.

<i>CONSENT CALENDAR ITEMS</i>

Agenda Items 8-25 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.

8. Conference Request for Travel Outside the United States – Belfast, Northern Ireland for Dr. John Haas (Office of Academic Affairs)
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It is recommended that the Board of Trustees approve a conference request for Dr. John Haas, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to Belfast, Northern Ireland from April 10, 2017 to April 13, 2017 to present his paper “Written Out of History: Irish Women Weaving Webs of Peace” at the 9th International Conference of Museums for Peace. The fiscal impact to the General Fund will not exceed \$1,900.

9. Perkins Grant Honorariums for Workshop Guest Speakers (Office of Academic Affairs)
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It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year. Perkins funds in the amount of \$2,500 will be utilized for this expenditure. No district general funds will be used.

10. Perkins Grant Honorariums for Workshop Guest Speakers (Office of Academic Affairs)

It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year. Perkins funds in the amount of \$1,000 per individual @ \$500) will be utilized for this expenditure. No district general funds will be used.

11. Liberal Arts-funded Stipends for the Mentorship Pilot Project (Office of Academic Affairs)

It is recommended that the Board of Trustees approve a stipend of \$500.00 as compensation to Speech Professor Kimberly Rosenfeld the Liberal Arts pilot mentorship project. Funds will be drawn from the Liberal Arts' division budget in the amount of \$500.00.

12. Student Equity Project Stipends to Mentor Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships (Office of Academic Affairs)

It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the training, preparation, and development portion of their mentorship (August 15 - November 18, 2016). Categorical funds in the amount of \$41,000.00 have been allocated from Student Equity funds for this purpose during the 2016-2017 AY.

13. Change Order No. 1 [Deductive Credit], (Bid No. 15P007), Dalke & Sons Construction, Inc., Campus Wayfinding (Office of Business Services)

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of \$19,445 for the Campus Wayfinding project. Funding will be allocated from the GO Bond.

14. Resolution No. 17-0201A to Enter into ESCO Agreement under the Memorandum of Understanding for Energy Services Contractor with Enviser for the Chilled Water Expansion Project (Office of Business Services)

It is recommended that the Board of Trustees approve Resolution No. 17-0201A, authorizing Cerritos College to negotiate and enter into an Energy Services Contract (ESCO) Agreement under the Memorandum of Understanding for Energy Services Contractor ("Master ESCO Agreement") with Enviser for the Chilled Water Expansion project. The total contract sum shall be \$4,882,837. Funding for the Campus Energy Management System project will be allocated from the GO Bond. Enviser is headquartered in Garden Grove, CA.

15. Sale of Surplus and Obsolete Materials/Equipment (Office of Business Services)

It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures. Proceeds from the sale of surplus items will be deposited into the General Fund.

16. Agreement with National Roofing Consultants, Inc. for Roofing and Waterproofing Inspections for the Health and Wellness Complex (Office of Business Services)

It is recommended that the Board of Trustees approve the agreement with National Roofing Consultants, Inc. for Roofing and Waterproofing Inspections for the Health and Wellness Complex. The total contract sum shall be in the not-to-exceed amount of \$95,100; this amount will be funded from the GO Bond. National Roofing Consultants, Inc. is headquartered in Pomona, CA.

17. Contract with Venea Meyer-Everhart for High School Outreach Coordinator Services for the Strong Workforce Program (Office of Business Services)

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.

18. Contract with Randal Morales for Project Manager Services for the Strong Workforce Program (Office of Business Services)

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.

19. Contract with Victor Arreola for College Outreach Coordinator Services for the Strong Workforce Program (Office of Business Services)

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.

20. Ratification of the Amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for Fiscal Year 2016-2017 (Office of Business Services)

It is recommended that the Board of Trustees ratify the amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for development of curriculum and providing training in colleges and K-12 schools for the Fiscal Year 2016-2017. Cerritos College will receive an additional \$100,000 in funding which brings the total contract amount to \$300,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

21. Contracts under \$25,000 for the Month of December 2016 (Office of Business Services)

It is recommended that the Board of Trustees approve contracts under \$25,000 that were processed during the month of December 2016. Funding sources vary and are dependent upon the goods/services purchased.

22. Purchase Orders for the Month of December 2016 (Office of Business Services)

It is recommended that the Board of Trustees approve the purchase orders processed during the month of December 2016. Funding sources vary and are dependent upon the goods/services purchased.

23. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2016-2017 Academic Year (Office of Human Resources)

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 fiscal impact. This is budgeted in the General Fund.

24. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2016-2017 Academic Year (Office of Human Resources)

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016-2017 academic year and as presented on the attached list. No additional financial effect. This is budgeted in the General Fund.

INFORMATION ITEMS

Agenda Items 26-27 are presented as Information Items.

25. Information Item: College Coordinating Committee Minutes (Office of the President)

The Board of Trustees will review the October 24, 2016, November 7, 2016, and November 28, 2016 College Coordinating Committee Minutes.

26. Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations (Office of Business Services)

The Board of Trustees will receive the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations. This item is presented for informational purposes only.

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.

27. Adjournment

***The Next Study Session Meeting of the Board of Trustees is set for
Wednesday, February 15, 2017 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 26, 2017 at 10:00 a.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 1, 2017**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

SUBJECT: Institutional Presentation: Recognition of Outstanding Classified/Confidential Employee of the Month

ACTION

The Board of Trustees will honor Claudia Cruz, Custodian in Facilities, as Outstanding Classified/Confidential Employee of the Month for December 2016.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Outstanding Classified/Confidential Employee Selection Committee named Claudia Cruz as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for December 2016.

Claudia began her career at Cerritos College in 2004. She has been assigned to the largest and busiest building on campus, the Library, for many years.

Claudia was nominated by the Dean of the Library for going above and beyond on many occasions. She often communicates concerns and will help find a long term solution. The Library staff considers Claudia a part of their team and would like to commend her for keeping a well maintained study area which is essential for the students, and a positive attitude which always boosts morale around the library.

Claudia, your dedication, commitment, and willingness to go above and beyond to meet the needs of the students and staff are exceptional. The administration, staff, and students appreciate your personal attributes and outstanding efforts. We are proud that you are a Cerritos College employee and we commend you for your outstanding service and dedication. Thank you for a job well done!

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
Acting Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY: _____
Rachel Mason
Instructional Dean of Business,
Humanities and Social Sciences

SUBJECT: Consideration of Approval of Conference Request for Travel Outside the United States – Belfast, Northern Ireland for Dr. John Haas

ACTION

It is recommended that the Board of Trustees approve a conference request for Dr. John Haas, full-time faculty member in the Business, Humanities, and Social Sciences division, to travel to Belfast, Northern Ireland from April 10, 2017 to April 13, 2017 to present his paper “Written Out of History: Irish Women Weaving Webs of Peace” at the 9th International Conference of Museums for Peace.

FISCAL IMPACT

The fiscal impact to the General Fund will not exceed \$1,900:

- Registration \$400
- Airfare \$1,000
- Lodging \$500

REPORT SUMMARY

Dr. John Haas has been asked to present his paper “Written Out of History: Irish Women Weaving Webs of Peace” at the 9th International Conference of Museums for Peace. The Good Friday Peace of 1998 ended 30 years of sectarian violence in Northern Ireland. The purpose of the conference is to bring experts from around the world together to critically examine and profit from lessons learned from the Good Friday Peace. These lessons will be disseminated to a global audience.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Conference and Travel Request Form with approval signatures.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Rick Miranda
Acting Vice President of Academic
Affairs

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

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

ACTION

It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year.

FISCAL IMPACT

Perkins funds in the amount of \$ 2,500 (1-5 workshop [4-hours] per individual @ \$50) will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY

As part of the effort to improve the Cosmetology program, the Technology Division has been awarded Perkins funding to hold a series of workshops and lectures conducted by industry experts during the 2016-2017 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.

Company	Guest Speaker	Topic
1. Dermalogica	Jen Jones or TBD	Skin Care
2. Redken	Spencer Henry or TBD	Hair Coloring
3. StylEnvy Nail Fashion	David Gallegos	Acrylic and Gel Nails
4. Western States Kit Co	Jazz Moreno	Cosmetology Kits
5. Dina Cassparo	Dina Cassparo	Foot Care
6. Enzo Milano	Brett Cayton	Hair Styling Tools
7. Great Clips	Gina Cisneros	Hair Cutting
8. Hattori Hanzo Shears	John Mosley	Men’s Barbering
9. La Ran	Lorenzo Griffin or TBD	Chemical Relaxers
10. Massage Envy	Dawn Knapp or TBD	Massages
11. MUD: Make Up Designory	Anahy Prattie or TBD	Makeup
12. Natural Wax Products	TBD	Waxing
13. Poise Makeup Professional	Vanessa Cervantes or TBD	Makeup
14. Salon Sessions	Lauren Enriquez or TBD	Makeup

15. Spa Girl
16. TNT Agency

TBD
Alejandra Barraza or TBD

Surgery Free Facelift
Makeup

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
Acting Vice President of Academic
Affairs

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

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

ACTION

It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2016-2017 academic year.

FISCAL IMPACT

Perkins funds in the amount of \$1,000 (1 workshop [4-hours] per individual @ \$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 2016-2017 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.

- | | Topic |
|-------------------|-----------------------|
| 1. Ivan Rodriguez | Film Production/Video |
| 2. JC Rodriguez | Film Production/Video |

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: February 1, 2017

Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. E. (Rick) Miranda
Acting Vice President of Academic
Affairs

PREPARED BY:

Mr. David Fabish
Instructional Dean of Liberal Arts

<p>SUBJECT: Consideration of Approval of the Liberal Arts-funded Stipends for the Mentorship Pilot Project</p>
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ACTION

It is recommended that the Board of Trustees approve a stipend of \$500.00 as compensation to Speech Professor Kimberly Rosenfeld the Liberal Arts pilot mentorship project.

FISCAL IMPACT

Funds will be drawn from the Liberal Arts' division budget in the amount of \$500.00.

REPORT SUMMARY

The Liberal Arts piloted a program in which experienced full-time instructors mentored adjunct instructors. Mentors and mentees were required to make at least three hour-long visitations to each other's classes and to meet at least three times to discuss how the mentee's instruction can be improved.

The purpose of the mentorship pilot is to provide professional development to adjunct instructors since many adjunct instructors receive relatively little training in teaching methodology in graduate schools.

Dr. Rosenfeld mentored one adjunct instructor.

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: February 1, 2017

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT: Consideration of Student Equity Project Stipends to Mentor Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships

ACTION

It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the training, preparation, and development portion of their mentorship (August 15 - November 18, 2016).

FISCAL IMPACT

Categorical funds in the amount of \$41,000.00 have been allocated from Student Equity funds for this purpose during the 2016-2017 AY.

REPORT SUMMARY

Project Description: This project promotes intercultural competence by formalizing a certificate in global literatures while rejuvenating the internship program to bring graduate students to our classrooms from the universities most likely to receive our students as juniors. Faculty from the Department of English have completed a semester of orientation, training, and curriculum design with their interns. Two six-hour training sessions were required of all participants.

Student Equity Plan Indicators addressed: *E—Transfer Velocity*

Student Equity Plan Student Groupings addressed: *Race & Ethnicity*

Participating Faculty (payable upon completion of tasks in proposal and in the Project Description above):

Frank Gaik	English Department, Co-Leader	\$1,000.00
Theresa Cheatham	English Department, Senior Mentor	\$1,000.00
Mark Olague	English Department, Co-Leader	\$1,000.00
Daniel Gardner	English Department	\$500.00
Michelle Fagundes	English Department	\$500.00
Natalie Sartin	English Department	\$500.00
Anjanette Crum	English Department, Adjunct	\$500.00
Elaine Folayan	English Department, Adjunct	\$500.00

Brian Asis	English Department, Adjunct	\$500.00
Monica Lopez	Librarian, Research Consultant	\$300.00

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: **February 1, 2017**
Agenda Item No. 13

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Change Order No. 1 [Deductive Credit], (Bid No. 15P007), Dalke & Sons Construction, Inc., Campus Wayfinding

ACTION

It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of \$19,445 for the Campus Wayfinding project.

FISCAL IMPACT

The deductive amount from Change Order No. 1 will be \$19,445, decreasing the contract amount to \$1,198,555. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On February 17, 2016, the Board awarded a contract to Dalke & Sons Construction, Inc. of Riverside, California for the Campus Wayfinding project. The project was bid using a traditional, single-prime 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 deductive amount for the attached item in Change Order No. 1 is \$19,445. The original contract amount approved by the Board was \$1,218,555. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to the eliminated installation of one vertical directory sign and one horizontal directory sign. These directory signs are shown to be installed in future Shade Structure areas; installation of these signs will be removed from this contract scope and performed under a separate contract or purchase order concurrently with the Shade Structures project. Change Order No. 1 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. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	February 1, 2017	(\$19,445)	-1.6%

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.
- 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. 1 to Contract No. 15P007 – Dalke & Sons Construction, Inc.
Contract No. 15P007 – Dalke & Sons Construction, Inc.

Project: Cerritos College
Campus Wayfinding

Change Order Number: 01

Contract # 15P007

To: Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
Phone: 909-274-9880
Fax: 951-300-2585

Date: December 30, 2016

Board Action: (Approval)

SUMMARY OF CHANGES:

Item 1.01

Description: Eliminated installation of one vertical directory sign and one horizontal directory sign.
Reason: The vertical directory and horizontal directory are shown to be installed in future Shade Structure areas (Alondra Drop Off & North Walk). Installation of these signs are being removed from this contract scope and will be performed under a separate purchase order concurrently with the Shade Structures project.
Benefit: Provides uniform concrete patchback around signage and surrounding Shade Structure concrete flatwork/sidewalks.
Requested by: Owner
CO Type: Owner Request

Change Amount:..... (\$ 19,445.00)

Time Extension:0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... **(\$19,445.00)**
TOTAL ADDITIONAL WORKING DAYS..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	1,218,000.00
Net change by previous Change Order	\$	-
Net Change by previous Contract Adjustment	\$	-
Net sum prior to this Change Order	\$	1,218,000.00
Amount of Change Order No. 1	\$	(19,445.00)
New Contract Sum	\$	1,198,555.00
Percentage of Change to Contract		-1.6%

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 _____, 2017

Requested By:

Approved By:

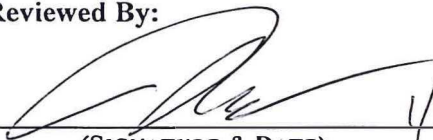


(SIGNATURE & DATE) 1/3/17
DALKE & SONS CONSTRUCTION, INC.
KENNETH MCMANAWAY
4585 Allstate Drive
Riverside, CA 92501


(SIGNATURE & DATE)
CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

Reviewed By:



(SIGNATURE & DATE) 1/3/17
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

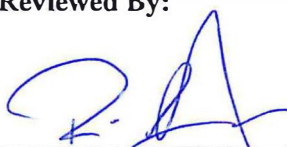


(SIGNATURE & DATE) 1-12-17
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:

Reviewed By:

(SIGNATURE & DATE)
QDG ARCHITECTURE
MORTEZA ALVANI
ARCHITECT



(SIGNATURE & DATE) 12-30-16
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE) 01/03/17
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

AGREEMENT FORM

This Agreement is made and entered into this **19th day of February, 2016**, by and between the **Cerritos Community College District** ("District") and **Dalke & Sons Construction, 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: **15P007, Campus Wayfinding**

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 **TWO HUNDRED THIRTY-FOUR (234) 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 B 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:

One Million Two Hundred Eighteen Thousand and 00/100 Dollars

(\$ 1,218,000.00),

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:

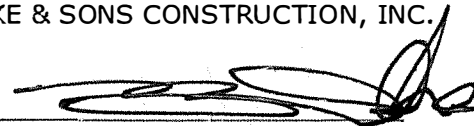
CONTRACTOR

DISTRICT

DALKE & SONS CONSTRUCTION, INC.

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____



By: _____



Title: Vice President

Title: Vice President of Business Services

Print Name: Barry Dalke

Print Name: Dr. David El Fattal

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 Lopez
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Resolution No. 17-0201A to Enter into ESCO Agreement under the Memorandum of Understanding for Energy Services Contractor with Enviser for the Chilled Water Expansion Project
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ACTION

It is recommended that the Board of Trustees approve Resolution No. 17-0201A, authorizing Cerritos College to negotiate and enter into an Energy Services Contract (ESCO) Agreement under the Memorandum of Understanding for Energy Services Contractor (“Master ESCO Agreement”) with Enviser for the Chilled Water Expansion project.

FISCAL IMPACT

The total contract sum shall be \$4,882,837. Funding for the Campus Energy Management System project will be allocated from the GO Bond. Enviser is headquartered in Garden Grove, 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.

**ENERGY SERVICES CONTRACT TO THE MEMORANDUM OF UNDERSTANDING FOR ENERGY SERVICES CONTRACTOR FOR THE CHILLED WATER EXPANSION PROJECT
ENVISER**

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

Purpose: On August 4, 2015, Cerritos College released Request for Qualifications (RFQ) No. 15P005, Campus-Wide Energy Services projects for the purpose of establishing a qualified pool of energy services firms that will be given an opportunity to be selected to perform services for one or more individual energy services projects.

On December 9, 2015, the Board of Trustees approved the college to enter into a Memorandum of Understanding for Energy Services Contractor (“Master ESCO agreement”) with three firms, creating a qualified pool of energy services firms for the District pursuant to RFQ No. 15P005, Campus-Wide Energy Services projects. The Master ESCO agreement was developed by the District to standardize energy services contracts and contains the general terms and conditions under which future Energy Services

Contracts will be executed. Energy Services Contracts (“ESCO”) would be drafted for each project on an as-needed basis and would specify the scope of work, project costs, fee to energy services firm, conditions specific to the project, and are governed by the terms and conditions of the Master ESCO agreement.

Section 4217.10 et seq. of the California Government Code authorizes public agencies such as community college districts to enter into energy service contracts on such terms as their governing bodies determine are in the best interests of the district if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for energy conservation services under the energy services contract will be less than the anticipated marginal cost to the district of energy that would have been consumed by the district in the absence of the energy services contract.

The ESCO with Enviser arises out of the District's desire to obtain the necessary energy services for the Campus Energy Management System (“EMS”) funded by GO Bond allocations. The focus of Cerritos College's Chilled Water Expansion project includes, but is not limited to, extending chilled water from existing valve boxes into buildings, installation of BTUH meters, differential pressure sensors/transmitters, changing of DX coils to CHW coils in existing air handling equipment, replacement of air handling equipment with new air handlers and structural upgrades for mechanical unit support. Projected annual energy cost savings of approximately 15-20% are anticipated to be realized by the District through such upgrades; with a simple payback period estimated to be 7 years.

Period: The time period will be from March 20, 2017 through project completion.

NOTICING REQUIREMENTS

Posting for a Public Hearing.

ATTACHMENT(S)

Contract No. 15P013, Memorandum of Understanding for Energy Services Contractor (“Master ESCO agreement”) – Enviser

Resolution No. 17-0201A – Authorizing an Energy Services Contract – Chilled Water Expansion project



MEMORANDUM OF UNDERSTANDING

FOR

ENERGY SERVICES CONTRACTOR

Contract No. 15P013

This Memorandum of Understanding ("MOU") is made and entered into this 2nd day of **March** in the year **2016**, by and between the **Cerritos Community College District** ("District") and **Envise** ("Provider"). District and Provider are also referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, District desires to implement energy conservation services at its facilities ("Services") for the best interests of the District; and

WHEREAS, in furtherance of its desire to implement energy conservation services on its campus, District issued a Request for Qualifications ("RFQ") solicitation to identify, and ultimately select, qualified Energy Services Companies to perform various Services; and

WHEREAS, through the RFQ process, Provider was identified as an Energy Services Company the District deemed qualified to perform certain Services; and

WHEREAS, District and Provider desire to enter into this MOU to establish and agree upon the Terms and Conditions which will govern any contracts let between District and Provider in the event Provider is award a contract for various Services.

NOW, THEREFORE, the District and Provider agree as follows:

1. **EFFECTIVE DATE**. This MOU shall be effective upon execution by both parties.
2. **FORM OF AGREEMENT**. In the event District elects to award a contract for any Services to Provider, Provider hereby agrees to perform such Services in accordance with the Terms and Conditions attached as Exhibit "A" to this MOU without further negotiation.
3. **PROCESS FOR AWARD**. Any award of a contract for Services to Provider by District, for which the attached Terms and Conditions shall apply, must be made and approved by the District's governing Board in accordance with applicable legal authority including, without limitation, the processes and requirements under Government Code section 4217.10, *et seq.*

4. LIMITATION OF MOU. This MOU is not a contract award, nor a promise of a contract award by the District. Nothing herein obligates the District to make any award of a project, or any contract award at all, to Provider. This MOU only establishes that Provider has been selected as one of several Energy Services Companies qualified to perform the Services and that Provider agrees to be bound by the attached Terms and Conditions in the event Provider is awarded a contract for the Services.

IN WITNESS WHEREOF the Parties hereto have executed this MOU as of the date executed by both parties.

Enviser

By: _____

Print Name: Payman Farrokhyar

Print Title: Branch Manager

Dated: March 9, , 2016

Cerritos Community College District

By: _____

Print Name: DR. DAVID EL FATTAH

Print Title: V.P. OF BUSINESS SVCS.

Dated: 3/18/16 , 2016

EXHIBIT "A"

[STANDARD ENERGY SERVICES CONTRACT FOLLOWS]



ENERGY SERVICES CONTRACT

This Agreement for Design, Installation and Commissioning of Energy Conservation Facilities [INSERTED AS APPLICABLE: funded in whole or in part through Proposition 39, The Clean Energy Jobs Act Of 2012] ("Agreement") is made as of _____, 20____, between the Cerritos Community College District ("District") and _____ ("Provider") (together, "Parties"). The Provider shall render the Services, as defined herein, in relation to all energy conservation measures, referred to as "System" or "Project," as described herein

1. **Services.** Provider shall furnish to the District all professional services, labor, equipment, material, and other services set forth in this Agreement and as otherwise reasonably required to complete all design, engineering, construction, installation, integration, interconnection, testing and commissioning of the improvements to real property, along with all appurtenances, fixtures, and furnishings, described in Exhibit A, "Scope and Requirements," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Completion Date.** Provider shall commence providing the Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as described herein and as otherwise reasonably required to achieve Substantial Completion of the System(s) (as defined below) on or before _____, 20____, and Final Completion of the System(s) (as defined below) on or before _____, 20____.
 - 2.1. **Substantial Completion.** Completion, being the point at which the District will substantially have the beneficial use and enjoyment of the System(s), and at which time the District shall first be able to accept the System(s) as complete, means that each of the following has been achieved in accordance with the requirements of the Contract Documents:
 - 2.1.1. Mechanical Completion, defined as the point at which all work of every kind necessary to make the System(s) usable for its intended function is actually complete and all fire/life safety systems are completely installed and fully operational;
 - 2.1.2. Acceptance Testing, defined as testing of all systems comprising the System(s) in accordance with the requirements of the Agreement, the results thereof meeting the requirements set forth herein, and acceptance by the District of the successful testing, which acceptance shall not unreasonably be withheld; and
 - 2.1.3. The System(s) is capable of operating safely in accordance with all applicable laws, codes, rules and regulations.
 - 2.2. **Final Completion.** Final Completion shall occur after Substantial Completion, when Punch List items are completed, all required training has occurred and documentation has been provided to the District, including, applicable warranties, record drawings, Operation and Maintenance manuals, and as-built drawings.
 - 2.2.1. Pending Final Completion, the parties agree and acknowledge that the District may withhold from the final payment an amount not to exceed 150 percent of the reasonably estimated value of all obligations of the Provider due and remaining to be performed following Substantial Completion pursuant to Public Contract Code Section 7107.

3. **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 Provider's delay; therefore, Provider agrees that it shall pay to the District the sum of _____ DOLLARS (\$) per System(s), per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty, but is a reasonable estimate of the damages that District will incur.

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 Provider under this Agreement, the District may seek recovery of Liquidated Damages from the Respondent's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

4. **[INSERTED AS APPLICABLE, OTHERWISE REPLACE WITH "Not Used."]**
Funding/Grants/Rebates/Incentives. As requested by the District, Provider will assist with preparing utility incentive applications, and work with CCC/IOU personnel and their third party engineers in identifying, implementing and verifying energy saving projects. When applicable, Provider shall ensure all Work is done in strict compliance with all requirements of California Proposition 39, The Clean Energy Jobs Act of 2012, including, without limitation, the Guidelines and all other written guidance promulgated by the California Energy Commission ("CEC") effective concurrently herewith and as amended from time to time by CEC, as well as all applicable Division of the State Architect ("DSA").

5. **Contract Documents.** The documents comprising this Agreement For Design, Installation And Commissioning include this form of Agreement and all Attachments, incorporated and made integral parts of this Agreement as though fully set forth herein, as follows:

5.1. Attachment A: "Scope and Requirements"

5.2. Attachment B: "Required Documents"

5.2.1. Submittal of Required Documents. Provider shall not commence the Work under this Agreement until the Provider has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below on the forms included herewith or on forms otherwise deemed acceptable to the District, in its sole discretion:

5.2.1.1. Noncollusion Affidavit

5.2.1.2. Workers' Compensation Certification

5.2.1.3. Drug-Free Workplace Certification

5.2.1.4. Not Used

5.2.1.5. Insurance Certificates and Endorsements

5.2.1.6. Performance Bond

5.2.1.7. Payment Bond

5.2.2. The above-referenced Required Documents shall be executed and presented to the District for approval within fourteen (14) days after execution of the Agreement For Design, Installation And Commissioning.

5.3. Attachment C: "Performance Guarantee"

5.4. Attachment D: "Maintenance Services Agreement"

6. [INSERTED AS APPLICABLE, OTHERWISE REPLACE WITH "Not Used."]

Anticipated Savings. As required under SB 73, the District anticipates savings on energy expenditures to result from the Project in the amount of \$, over the life cycle of the Project. That anticipated sum exceeds the Total System Price by a ratio of at least 1.05. The Parties agree and acknowledge that these savings are anticipated and may, for many reasons beyond the control of the Parties, such as changes in anticipated Utility rates for electrical energy, vary in actuality from the amount anticipated.

7. Compensation. As compensation for the Work, the District shall pay to the Provider in the amount of DOLLARS (\$) ("Total System(s) Price"). Such amount shall not be increased without the express approval of the Board.

8. Expenses. District shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing services for District.

9. Payment. The Total System(s) Price shall be paid in periodic partial payments in accordance with this section.

9.1. Processing of Progress Payments; Retention: Each month while Provider is providing the Work under this Agreement, the District shall pay to Provider a sum equal to ninety-five percent (95%) of value of the Work performed and the value of equipment and material integrated into one or more of the , delivered to one or more District's Site(s), or stored subject to or under the control of the District, up to the last day of the previous month, less aggregate of previous payments (the "Progress Payments"). The remaining five percent (5%) of such amounts shall be held as the Retention Amount and shall be released in accordance with Public Contract Code section 7107. If all of the necessary information is submitted and accurate (including the schedule of values and certified payrolls), District shall approve the Progress Payment within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such Progress Payment within fifteen (15) days after the District's approval of the periodic estimate for partial payment.

9.2. Option for Escrow or Securities in Lieu of Retention. Pursuant to the requirements of Public Contract Code Section 22300, upon Provider's request, District will make payment to Provider of any earned retention funds withheld from payments under this Agreement if Provider deposits with the District or in escrow with a California or federally chartered bank acceptable to District, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

9.2.1. Provider shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.

9.2.2. All expenses relating to the substitution of securities under said Section 22300 and under this Article, including, but not limited to District's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of Provider.

9.2.3. If Provider shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part

of the Project Documents and which shall allow for the conversion to cash to provide funds to meet defaults by Provider including, but not limited to, termination of Provider's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

9.2.4. Securities, if any, shall be returned to Provider only upon satisfactory completion of the Agreement.

9.2.5. To minimize the expense caused by such substitution of securities, Provider shall, prior to or at the time Provider requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement . Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the District determines to withhold, Provider shall immediately, and at Provider's expense, deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.

9.2.6. In the alternative, under Section 22300, Provider, at its own expense, may request District to make payment of earned retention funds directly to the escrow agent. Also at the expense of Provider, Provider may direct investment of the payments into securities, and Provider shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by Provider. Upon satisfactory completion of the Agreement, Provider shall receive from the escrow agent all securities, interest and payments received by the escrow agent from District, pursuant to the terms of Section 22300.

9.3. If any provision of this Article shall be found to be illegal or unenforceable, then, notwithstanding, this Article shall remain in full force and effect, and such provision shall be deemed stricken.

9.4. Waiver and Release Upon Payment. Each Progress Payment shall be conditioned upon Provider providing to District with the corresponding Progress Payment Application a conditional waiver and release of claims for payment upon payment from Provider and each of its subcontractors and materials suppliers in the form required by Civil Code Section 8132, covering all sums requested in such Progress Payment Application, and an unconditional waiver and release of claims for payment from each party, in the form required by Civil Code Section 8132, covering sums disbursed pursuant to the most recently preceding Progress Payment Application. Failure to provide either a condition waiver and release, or unconditional waiver and release shall result in the subject sums being in dispute, and thus withheld from payment.

9.5. Corrective Work and Progress Payment: Provider shall not be entitled to payment for non-conforming work performed, so long as any lawful or proper direction concerning that non-conforming work or any portion thereof given by the District lacks correction by Provider. District may withhold from the Progress Payments one hundred fifty percent (150%) of the estimated value of any amount in dispute between District and Provider. This provision shall also apply in the event that a portion of non-complying Work may impact other completed Work, resulting in a need to reconstruct or rework related Work. The District shall not unreasonably withhold payment for unrelated and uninvolved Work in the event of dispute over non-complying Work without entering into negotiations to arrive at settlement of said conflict, unless withholding pursuant to a Stop Payment Notice.

9.6. Title to Delivered Materials. Title to new materials and/or equipment for the Work of this Agreement, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or Work of this Agreement shall remain with Provider until incorporated into the Work and accepted by District pursuant to this

Agreement; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Agreement; and Provider shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the District or his authorized representative. Provider shall maintain all course of construction and other insurance as necessary to protect said equipment and Work. The District shall not become responsible for risk of loss or other insurable risk until Substantial Completion of each Phase of the Project.

10. [INSERTED AS APPLICABLE, OTHERWISE REPLACE WITH "Not Used."]

Proposition 39 (Clean Energy Jobs Act Of 2012) Requirements. Provider shall comply with all requirements of California Senate Bill 73 and with all requirements of the California Energy Commission Guidelines applicable to the design and installation of energy conservation measures funded through Proposition 39 (2012).

11. Independent Provider. Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture 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 Worker's Compensation. Provider 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 Provider's employees. Provider shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. Standard of Care. The provider shall perform its obligations under this Agreement consistent with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and locality of the Project, the covenants, terms and conditions of this Agreement, and all applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code (Title 24), the California Code of Regulations, Electrical Utility (Utility) Requirements, the requirements of the Division of State Architect (DSA) and the California Department of Education, the District's Design Guides and Technical Specifications, and all other federal, state, and local jurisdictions having authority. Provider represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. For all purposes of the Field Act, Education Code Sections 17280 to 17316, inclusive, related regulations under Title 24 of the California Administrative Code, and rules promulgated by the State of California or any branch thereof, the Provider shall act as and bear all responsibilities of the Design Professional of Record (e.g. Architect of Record) and the Contractor of Record.

13. Originality of Services. Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such services.

14. Copyright/Trademark/Patent. Provider understands and agrees that all matters produced under this Agreement shall constitute "works made for hire" and become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Provider consents to use of Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- 15. Notice to Proceed and Course of Performance.** After the Contract Documents are submitted, the District shall provide a Notice to Proceed to Provider for design work, at which time Provider shall proceed with the design work. After the design of each of the System(s) is approved by the District, the District shall provide a separate Notice to Proceed to Provider at which time Provider shall proceed with the Work of performing construction services necessary to install and/or build the System(s). Provider shall be solely responsible for scheduling and conducting all necessary meetings with appropriate District personnel and stakeholders and presenting thereto, on a regular basis from time to time during design development, design documents for review by and input from District and stakeholders. District may, in its sole discretion, reject any design, including any element of design, to which it reasonably objects, including, without limitation, on procedural, functional, financial, educational, or aesthetic grounds.
- 16. Site Examination.** Provider has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Provider warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Provider's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site except for those which were not visible or apparent after reasonable inspection.
- 16.1. Soils and Geotechnical Conditions.** Provider acknowledges that it has secured information on the soils and geotechnical conditions of the Site sufficient for it to evaluate the existing soils conditions. Whereupon, Provider assumes the sole and complete risk of unforeseen soils or geotechnical conditions at the Site. The Provider agrees that no claim against District will be made by the Provider for damages or loss of any kind related to such materially differing soils or geotechnical conditions, and hereby waives any rights to damages or recovery for any loss in the event the Provider fails to notify District as set forth above.
- 16.2. Disclaimer of Warranty:** District does not warrant the soils or geological conditions at the Site. Any information on the soils and geotechnical conditions of the Site is provided for informational purposes, only, and is expressly understood to reflect the professional judgment of the entity that prepared it based on limited sampling and observation and may not be comprehensive or accurate in any of its findings or implications. Provider acknowledges and agrees that it has conducted an independent investigation of the Site and the soils and geological conditions of the Site adequate for the Provider to assume the risk that the soils and/or geological conditions at the Site may vary from the information provided to the Provider. District does not warrant the soils or geological conditions of the Site and Provider is fully responsible to ascertain all Site conditions for the purposes of determining construction means and methods and costs of construction of the System(s).
- 16.3. Existing Utilities.** Provider shall be responsible for the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of Provider to determine, within reason, the exact location of all utilities. Provider shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities.
- 17. Materials.** Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 17.1. Anti-Trust Claim.** Provider and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment

shall be made and become effective at the time the District tenders final payment to the Provider, without further acknowledgment by the parties.

- 17.2. Substitutions.** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
- 17.3. Hazardous Materials.** If photovoltaic modules using hazardous materials are to be provided by Provider, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to photovoltaic modules containing hazardous materials must be clearly identified.
- 18. Equipment and Labor.** Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 18.1. Conduct of the Work.** Provider is responsible for the Work, including without limitation, all labor, materials, equipment tools and implements needed for design, engineering, permits, fees, approvals, project management, construction, alteration, installation, integration, interconnection, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed, in order to make the Work fully operational. Provider is not responsible for any equipment, systems, controls, comfort problems, balancing, duct cleaning, etc. not specifically included in this Agreement. Provider will provide submittals and engineered drawings (if required), for District's technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing District activities. Provider requires all underground conduits between buildings to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible.
- 19. Warranty/Quality.** Unless a longer warranty is called for elsewhere in this Agreement, the Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located.
- 19.1.** Provider shall assign to District all manufacturer's warranties for material and/or equipment integrated into or incidental to the System(s) prior to and as a condition of Final Completion.
- 20. Correction of Errors.** Provider shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Provider's failure to comply with the standard of care required herein.
- 21. Trench Shoring.** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Provider must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 22. Excavations Over Four Feet.** This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.
- 22.1.** If applicable, Provider shall submit to the District for acceptance, in advance of excavation, a

detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches four (4) feet or more in depth. Provider's plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that Provider's registered civil or structural engineer certifies that the plan complies with the current and applicable CAL-OSHA Construction Safety Orders, or stating that Provider's registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. No excavation of any such trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads, and spoil bank. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

Nothing in this Article shall relieve Provider of the full responsibility for providing shoring, bracing, sloping, or other provisions adequate for worker protection. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon District, its Board, or any of its employees.

- 22.2.** In relation to digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground, Provider shall comply with the following requirements and include similar provisions in any contract for the Project which involves digging trenches or other excavations:

22.2.1. Provider shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:

22.2.1.1. Material that the Provider or any Subcontractor or Consultant believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

22.2.1.2. Subsurface or latent physical conditions at the Site differing from those indicated;

22.2.1.3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Provisions.

22.2.2. District shall promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Provider's cost of or the time required for performance of any part of the work, shall issue a change order under the procedures described in the contract.

22.2.3. In the event that a dispute arises between the District and the Provider, whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Provider's cost of or time required for performance of any part of the work, the Provider shall not be excused from any scheduled completion date provided for by the Construction Provisions but shall proceed with all work to be performed under the Construction Provisions. The Provider shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

23. STORM WATER POLLUTION PREVENTION

23.1. Application This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Provider has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Provider shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

23.2. References and Materials

23.2.1. - California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook

23.2.2. - 2009 California Stormwater Quality Association Construction BMP Handbook.

23.2.3. - State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. - Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

23.3. Preparation and Approval

23.3.1. The Provider shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Provider's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

23.3.2. The Provider shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and

pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

23.3.3. The Provider shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

23.3.4. The Provider shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

23.3.5. Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

23.3.6. Within two weeks after Award of Contract by the District, the Provider shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Provider shall provide approved copies of the SWPPP as follows: one copy each to the District's Construction Inspector, District's Construction Manager, District Architect, Commissioned Architect and District's Civil Engineer

23.4. Implementation. The Provider shall implement the Storm Water Pollution Prevention Plan by doing the following:

23.4.1. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.

23.4.2. Keep the SWPPP, REAPs, monitoring data on the construction site.

23.4.3. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").

23.4.4. Install, inspect, maintain and monitor BMPs required by the General Permit.

23.4.5. Install perimeter controls prior to starting other construction work at the site.

- 23.4.6. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- 23.4.7. Implement the SWPPP.
- 23.4.8. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- 23.4.9. Designate trained personnel for the proper implementation of the SWPPP.
- 23.4.10. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- 23.4.11. Report monitoring data.
- 23.4.12. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.
- 23.4.13. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
- 23.4.14. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.
- 23.4.15. At the end of Construction Contract:
 - 23.4.15.1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
 - 23.4.15.2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
 - 23.4.15.3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.
- 23.5. Monitoring. The Provider shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Provider shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement

repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

23.6. Liabilities and Penalties

23.6.1. Review of the SWPPP and inspection logs by the District shall not relieve the Provider from liabilities arising from non-compliance with storm water pollution regulations.

23.6.2. Payment of penalties for non-compliance by the Provider shall be the sole responsibility of the Provider and will not be reimbursed by the District.

23.6.3. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Provider. For any fine(s) levied against the District due to non-compliance by the Provider, the District will deduct from the final payment due the Provider the total amount of the fine(s) levied on the District, plus legal and associated costs.

23.6.4. The Provider shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

24. Lead-Based Paint. No lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Provider must execute the Lead-Based Paint Certification, if applicable.

25. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and approved by the District Board. The foregoing notwithstanding, the Provider shall continue to perform its Work under the Agreement and shall not cause a delay of the Work by virtue of the inability of District and Provider to agree upon the extent of any adjustment to the Contract Time and/or the Total System(s) Price on account of such change. Provider specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Total System(s) Price by fair and reasonable valuations.

25.1. Adjustment to Total System(s) Price. Adjustments to the Total System(s) Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

25.1.1. Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between District and Provider on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change.

25.1.2. Determination by the District. The District shall notify Provider in writing of its determination of the actual and necessary costs incurred by the Provider on the basis of Provider's records. Provider shall be deemed to have accepted the District's determination of the amount of adjustment to the Total System(s) Price on account of a Change to the Work unless Provider shall notify the District, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination.

25.1.3. Basis for Adjustment of Total System(s) Price. If Changes in the Work require an adjustment of the Total System(s) Price, the basis for adjustment of the Total System(s) Price shall be as follows:

25.1.3.1.1. Labor. Provider shall be compensated for the actual costs, without markup, of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Provider in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

25.1.3.1.2. Materials and Equipment. Provider shall be compensated for the actual costs, without markup, of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Provider, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Provider for materials and/or equipment in connection with any Change is excessive, or if the Provider fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Provider shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

25.1.3.1.3. Construction Equipment. Provider shall be compensated for the actual cost, without markup, of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Provider will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving

time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Provider from the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Provider shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Provider in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Provider for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Provider incidental to the use of such Construction Equipment.

25.1.3.1.4. Overhead. In determining the cost to the District and the extent of increase to the Total System(s) Price resulting from a Change adding to the Work, the allowance for overhead (including home office and field overhead), general conditions costs and profit (hereinafter "Change Order Overhead") associated with the Change shall not exceed shall not exceed 15% of the direct actual costs for performance of the Change. In the event a portion of Changes to the Work is performed by a first tier subcontractor, the subcontractor Change Order Overhead shall not exceed 15%. In the event a portion of Changes to the Work is performed by a sub-subcontractor, the sub-subcontractor Change Order Overhead shall not exceed 15%. The subcontractor markup on the total charges of a sub-subcontractor of any lower tier is limited to 5% of the costs of such change, regardless of the number of subcontractors, of any tier, performing any portion of any Change to the Work.

25.1.3.1.5. If a Change to the Work reduces the Total System(s) Price, no profit, general conditions or overhead costs shall be paid by the District to the Provider for the reduced or deleted Work.

25.1.4. Required Documentation. Provider agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Provider or a subcontractor. Provider shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Provider in a calendar day, Provider shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Provider shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Provider's Superintendent or Provider's

authorized representative; such signature shall be deemed Provider's representation and warranty that all information contained therein is true, accurate, complete, and relate only to the Change referenced therein. All records maintained by a subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such subcontractor's authorized representative or superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District upon request. In the event that Provider shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Total System(s) Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Total System(s) Price on account of such Change shall be final, conclusive, dispositive and binding upon Provider.

25.2. Adjustment to Contract Time. The Contract Time shall be extended or reduced by change order for a period of time commensurate with the time reasonably necessary to perform such Change. Provider shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Provider fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

26. Claims. If Provider shall claim compensation for any reason, including, without limitation, changes to the in the Work or Services, extensions of time, and/or damages sustained by Provider for which it may seek recovery from the District ("Claim"), Provider shall, within ten (10) business days after the first occurrence giving rise to the Claim, make and deliver to the District a written statement of the amount of the Claim, the first occurrence giving rise to the Claim, and description of the occurrences, events and bases for the Claim ("Notice of Claim"). Provider shall file with the District an itemized statement of all details and the amount of the Claim within fifteen (15) business days of delivery to District of the Notice of Claim.

26.1. Bar Against Claims for Failure to Follow Contract Procedures. Unless the Notice of Claim shall be made as required, Provider's claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. Provider expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to the Provider in writing by the District, and that this is a reasonable notice provision pursuant to Public Contract Code section 7102 and Government Code section 930.2.

27. Workers. Provider shall at all times enforce strict discipline and good order among Provider's employees, Subcontractors, Consultants, and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Provider.

27.1. Provider shall remove from the Site any person in the employ of Provider or any Subcontractor or Consultant whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

27.2. Provider shall take all reasonable steps necessary to ensure that any employees of Provider or any of its Subcontractors or Consultants report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Site is not affected thereby). Provider shall advise its employees, Subcontractors, suppliers, and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these

requirements as determined by Provider or by the District. Provider shall impose these requirements on its Subcontractors, suppliers, and other invitees. Provider shall execute, under penalty of perjury, the certification of a drug-free workplace on the forms provided herewith provided herewith.

28. Wages.

- 28.1.** Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.
- 28.2.** Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code § 1773.1 apprenticeship or other training programs authorized by Labor Code § 3093, and similar purposes when the term "per diem wages" is used herein.
- 28.3.** Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code § 1773.1.
- 28.4.** Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
- 28.5.** Each worker of Provider and any of its Subcontractors engaged in work on the System(s) shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Provider or any Subcontractors and such workers.
- 28.6.** Provider shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any Subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Provider.
- 28.7.** Copies of the determined prevailing wage rates are on file and available upon request at the District's office. District shall provide Provider with current prevailing wage rates, in writing. Provider shall post, at an appropriate conspicuous point on the Site, a schedule showing all determined general prevailing wage rates.
- 28.8.** Any worker employed to perform work on the System(s) which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

29. Record Of Wages Paid: Inspection. Pursuant to Labor Code § 1776, Provider stipulates to the following:

- 29.1.** Provider and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities Lease and Construction Provisions. Such records shall be on forms provided by

the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code § 1776.

29.2. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Provider on the following basis:

29.2.1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative.

29.2.2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished to a representative of the District, and to the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

29.2.3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available to the public for inspection or copies thereof. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Provider, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Provider.

29.2.4. Provider shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

29.2.5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Provider awarded the contract or performing the contract shall not be marked or obliterated.

29.2.6. Provider shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

29.2.7. In the event of noncompliance with the requirements of this Article, Provider shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Provider must comply with this Article. Should noncompliance still be evident after such 10-day period, Provider shall pay a penalty of FIFTY DOLLARS (\$50.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

29.2.8. The responsibility for compliance with this Article shall rest upon Provider.

30. Hours Of Work.

30.1. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Provider stipulates that eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by Provider or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Providers in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- 30.2. Provider shall pay to the District a penalty of TWENTY-FIVE DOLLARS (\$25.00) for each worker employed in the execution of these Construction Provisions by Provider or by any Subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- 30.3. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.
- 30.4. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Provider and in compliance with applicable ordinances.

31. Apprentices.

- 31.1. All apprentices employed by Provider to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.
- 31.2. When Provider to whom the work under these Construction Provisions is awarded by the District or any Subcontractor under Provider, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Provider and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a certificate approving Provider or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Provider or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

- 31.3. "Apprenticeable craft or trade" as used in Labor Code § 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
- 31.4. Provider, or any Subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other Providers in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Provider employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Providers do, but where the trust fund administrators are unable to accept the funds, Providers not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Provider or Subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code § 227.
- 31.5. The responsibility of compliance with Labor Code § 1777.5 and this Article for all apprenticeable occupations is with Provider.
- 31.6. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.
32. **Provider Supervision.** Provider shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
33. **Not Used.**
34. **Safety and Security.** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus grounds, particularly when children are present.
35. **Clean Up.** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
36. **Access to Work.** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Provider shall provide safe and proper facilities for such access.
37. **Protection of Work and Property.** Provider shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
38. **Occupancy.** District reserves the right to occupy improvements comprising or related to the System(s) at any time before Final Completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
39. **Force Majeure.** Provider shall be excused from performance hereunder during the time and to the extent that it is actually prevented, despite the Provider taking all commercially reasonable actions to mitigate such prevention of performance, by an occurrence of Force Majeure. As used herein, the term "Force Majeure" shall include, without limitation, (1) theft, vandalism, sabotage, riots or civil disturbances, (2) acts of God, (3) acts of the public enemy, (4) terrorist acts affecting the Site, (5)

willful and deliberate acts, or active and primary negligence of the District, (6) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, power surge, landslide or similarly cataclysmic occurrence, (7) insect or animal damage, (8) prohibitions imposed by new law or regulation, (9) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (10) any other action by any superior governmental authority (including, without limitation, an unstayed order of a court or administrative agency). Economic hardship shall not constitute an occurrence of Force Majeure under this Agreement.

40. Ownership of Work Product. In accordance with Education Code Sections 17316 and 17317, and subject to the provisions thereof, Provider agrees that any and all intellectual Site(s), including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

- 40.1.** Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual Site(s) described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."
- 40.2.** The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

- 40.2.1.** Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

- 40.2.2.** Does not result from any work performed by Provider for District.

41. Termination.

41.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Provider for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

41.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 41.2.1.** material violation of this Agreement by the Provider; or

- 41.2.2.** any act by Provider exposing the District to liability to others for personal injury or property damage; or

- 41.2.3.** Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination,

the District may secure the required services from another Provider. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Provider shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 41.3.** Upon termination, Provider shall provide the District with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

42. Indemnification. The Parties hereto agree to indemnify each other as set forth below:

42.1. Indemnification by Provider.

42.1.1. Provider shall defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Provider shall protect and defend, at its own expense, District, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section. Furthermore, Provider agrees to and does hereby defend, indemnify and hold harmless District, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

42.1.1.1. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of District.

42.1.1.2. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Provider or any person, firm or corporation employed by Provider, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of District.

42.1.1.3. Any dispute between Provider and Provider' subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of Provider (or any person hired or employed directly or indirectly by Provider) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

42.1.2. Provider, 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 District, its officers,

agents or employees, on account of or founded upon any cause, damage, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against District, its officers, agents or employees in any action, suit or other proceedings as a result of any damage, injury or loss identified in this Section.

- 42.2. To the furthest extent permitted by California law, and up to the amount of the Total System Price, District shall defend, indemnify, and hold harmless Provider, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage arising out of, connected with, or resulting from the sole or active negligence, or willful misconduct of District.

43. Insurance.

- 43.1. The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance **[NOTE THAT THESE LIMITS ARE SUBJECT TO CHANGE AND WILL BE DETERMINED ON A PROJECT-BY-PROJECT BASIS]:**

- 43.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability, including Products Liability and Completed Operations coverage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 43.1.2. **Automobile Liability Insurance.** One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Provider and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Provider.
- 43.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Provider's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Provider shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Provider shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 43.1.4. **Professional Liability (Errors and Omissions).** One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing photovoltaic system, coverage to continue through completion of construction plus two years thereafter.
- 43.1.5. **Builder's Risk Insurance.** On a replacement cost value basis, Provider shall procure and maintain, during the life of this Agreement, Builder's Risk (Course of Construction), or similar first party property coverage to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for engineering services

and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

- 43.1.6. Umbrella or Excess Liability.** Four Million Dollars (\$4,000,000) per occurrence to meet the policy limit requirements of the required policies if Provider's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Provider, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.
- 43.1.7. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
- 43.1.7.1.** For the general liability and automobile liability policies:
- 43.1.7.1.1.** The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Provider; instruments of Service and completed operations of the Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 43.1.7.1.2.** For any claims related to the projects, Provider's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Provider's insurance and shall not contribute with it.
- 43.1.7.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 43.1.7.2.** Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 43.1.7.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 43.1.7.4.** Provider shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All

endorsements are to be received and approved by the District before Work commence.

- 43.1.8. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- 44. Payment Bond and Performance Bond.** Provider shall not commence the Work until it has provided to the District, in a form provided by the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Total System(s) Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 45. Permits and Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force, at Provider's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.
- 46. Assignment.** The rights, burdens, duties, or obligations of Provider pursuant to this Agreement shall not be assigned by the Provider without the prior written consent of the District.
- 47. Subcontractors.** Subcontractors, if any, engaged by the Provider for any Service or Work under this Agreement shall be subject to the approval of the District. Provider agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Provider shall subcontract any part of this Agreement, Provider shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
- 48. Compliance with Laws.** Provider shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.
- 48.1.** Provider hereby acknowledges that the District's representative, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Provider's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Provider shall be liable for any delay caused by its non-compliant Work.
- 49. Audit.** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the District and the Provider shall be subject to examination and audit for a period of five (5) years after a Final Payment or the Recording of a Notice of Completion, whichever occurs first.
- 49.1.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

- 49.2.** Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services, as well as any payments to, demand for payment by, and Claims made by Provider.
- 49.3.** Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.
- 50. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.
- 51. Environmental Attributes and Energy Credits.** District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the System(s) and each of its component parts. This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:
- 51.1.** All Environmental Incentives associated in any way with the Generating Facilities.
"Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the foregoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives of any kind and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the System(s), if any.
- 51.2.** All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases.
- 51.3.** All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.
- 51.4.** The proceeds of any and all other incentive programs available in relation to the System(s).
- 52. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, exemplary, punitive, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 53. Confidentiality.** Provider and all Provider's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to

the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 53.1.** This Agreement, and all modifications of any kind made to this Agreement, shall be a matter of public record and shall be provided under the California Public Records Act (Government Code sect. 6250 et seq.) to any and all parties who may request it.
- 53.2.** In any event that Provider claims any information or documentation provided to District comprises private financial information or trade secrets ("Confidential Material"), Provider shall prominently mark each page claimed to be Confidential Material.
- 53.3.** If disclosure of Confidential Material is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure.
- 53.4.** The Party seeking to limit disclosure of Confidential Material sought under the California Public Records Act (Government Code sect. 6250 et seq.) or a Governmental Authority shall defend and indemnify the other Party for any expense, including, without limitation cost of litigation and attorneys' fees, incurred in connection with any claim or dispute involving disclosure or protection from disclosure of any Confidential Material.

54. Disputes. In the event of a dispute between the parties as to performance of the Work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Provider agrees it will neither rescind the Agreement nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All Claim of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. The demand for mediation of any claim over \$375,000 shall be made within the required Notice of Claim submitted by the Provider as set forth herein, or within a reasonable time after written notice of the dispute has been provided by the District to the Provider.

54.1. For purposes of this Section, a "Claim" means any demand by Provider for:

54.1.1. Time extension;

54.1.2. Damages related to delay of performance of this Agreement,

54.1.3. Payment of money for disputed work or work performed without a Change Order meeting the requirements of this Agreement

54.1.4. Damages arising under this Agreement, payment of which is not otherwise expressly provided for or to which Provider is not expressly entitled under this Agreement, or

54.1.5. Any amount sought by Provider, of which Provider's right or entitlement to payment is disputed by the District.

54.2. Continuation of Work: The Provider shall continue to perform all obligations under this Agreement and District and DSA approved construction documents even though a written Claim has been filed. The Provider and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of this Agreement.

54.3. Claim Notification: Provider shall, within ten (10) business days after the cause of a Claim first occurs, make and deliver to the District a written statement of the damage sustained ("Notice

of Claim"). Provider shall file with the District an itemized statement of the details and amount of such damage within fifteen (15) business days of delivery to District of the Notice of Claim. Unless the Notice of Claim shall be made as required, Provider's claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. Provider expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to Provider in writing by the District, and that this is a reasonable notice provision pursuant to Public Contract Code Section 7102 and Government Code Section 930.2.

- 54.4. Signature of Certification: All Claims and Claim Appeals shall be executed by an officer of Provider having overall responsibility for the conduct of Provider's affairs.
 - 54.5. These claims provisions are prerequisite to bringing any civil action against District pursuant to Government Code Sections 930, et seq.
 - 54.6. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
55. **Attorney Fees and Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then the prevailing Party shall be entitled to recover its litigation and collection expenses, witness fees, court costs, and attorney's fees from the other party.
56. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

**Cerritos Community College District
ATTN: Director of Purchasing and Contract
Administration
11110 Alondra Blvd.
Norwalk, CA 90650
562-860-2451
562-467-5020 (Fax)**

Provider:

[NAME]
ATTN: _____
Address: _____

Phone: _____
Fax: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 57. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.
- 58. **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.

- 59. Waiver.** Any delay or forbearance in enforcing, or failure to enforce any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 60. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 61. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 62. Cooperation.** The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
- 63. Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
- 64. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 65. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 66. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 67. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.
- 68. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 69. Entire Contract.** This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Cerritos Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Provider:

Proper Name: _____
License No.: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail: _____

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 Provider to furnish the information requested in this section.

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

Exhibit A

System(s) Description

[THIS WILL REFLECT THE PERFORMANCE SPECIFICATIONS, SPECIFICALLY MODIFIED, IF AT ALL, ONLY TO INTEGRATE ELEMENTS OF THE SUCCESSFUL PROPOSAL THAT MAY DIFFER FROM OR ADD TO THE PERFORMANCE SPECIFICATIONS.]

Exhibit B – Required Forms

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Provider's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Provider], the party submitting the foregoing bid or proposal.

The bid or proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid or proposal is genuine and not collusive or sham. The Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham bid or proposal. The Provider has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham bid or proposal, or to refrain from bidding or submitting a proposal. The Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Provider or any other provider, or to fix any overhead, profit, or cost element of the bid price or proposal, or of that of any other provider. All statements contained in the proposal are true. The Provider has not, directly or indirectly, submitted his or her bid price or proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of Provider that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Provider.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Provider is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Provider, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Provider or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
)
COUNTY OF)

SS.

On _____ before me, _____,
a Notary Public in and for said State, personally appeared
_____, who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-
Fact of the _____ (Surety) and acknowledged to me that he/she/they
subscribed the name of the _____ (Surety) thereto and his own name as
Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must
be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Cerritos Community College District** (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Provider"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Provider is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Provider is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Provider, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Cerritos Community College District in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Provider, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and

agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Provider shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Provider's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Provider remains.

Provider and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Provider and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone: _____

Telephone: _____

GUARANTEE

We hereby guarantee that the _____, which we have installed _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Cerritos Community College District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Provider)

(Signature of General Provider if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the **Cerritos Community College District**, hereinafter called "District", and _____ whose address is _____, hereinafter called "Provider", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the District, Provider and Escrow Agent agree as follows:

4. Pursuant to section 22300 of the Public Contract Code of the State of California, Provider has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Provider for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Provider, the District shall make payments of the Retention earnings directly to the escrow agent. When Provider deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the District and Provider. Securities shall be held in the name of the District, and shall designate the Provider as beneficial owner.
5. The District shall make progress payments to the Provider for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
6. When the District makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Provider until such time as the escrow created under this Contract is terminated. The Provider may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
7. Provider shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. These expenses and payment terms shall be determined by the District, Provider, and Escrow Agent.
8. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Provider and shall be subject to withdrawal by Provider at any time and from time to time without notice to the District.
9. Provider shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Provider.
10. The District shall have a right to draw upon the securities in the event of default by the Provider. Upon seven (7) days' written notice to the Escrow Agent from the District of the notice

of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.

11. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Provider has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Provider all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

12. Escrow Agent shall rely on the written notifications from the District and the Provider pursuant to Sections (5) to (8), inclusive, of this Agreement and the District and Provider shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

13. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Provider in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Provider:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the District and Provider shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Exhibit C – Performance Guarantee

[IF APPLICABLE, SUBJECT TO ACCEPTED PROPOSAL AND TO BE IDENTIFIED AS ATTACHMENT]

Exhibit D – Maintenance Service Agreement

[IF APPLICABLE, SUBJECT TO ACCEPTED PROPOSAL AND TO BE IDENTIFIED AS ATTACHMENT]

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 17-0201A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
AUTHORIZING AN ENERGY SERVICES CONTRACT –
CHILLED WATER EXPANSION**

WHEREAS, California Government Code Section 4217.10 authorizes a public agency, such as a community college district, to enter into energy service contracts if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the agency for energy conservation services under the energy services contract will be less than the anticipated marginal cost to the agency of energy that would have been consumed by the agency in the absence of the energy services contract; and

WHEREAS, the Cerritos Community College District (“District”) desires to extend chilled water from existing valve boxes into buildings, install BTUH meters, differential pressure sensors/transmitters, change DX coils to CHW coils in existing air handling equipment, replace air handling equipment with new air handlers and make structural upgrades for mechanical unit support.; and

WHEREAS, under the proposed Energy Services Contract (ESCO) Agreement for the Chilled Water Expansion project with the District, Enviser will undertake the extension of chilled water from existing valve boxes into buildings, installation of BTUH meters, differential pressure sensors/transmitters, changing of DX coils to CHW coils in existing air handling equipment, replacement of air handling equipment with new air handlers and structural upgrades for mechanical unit support; and

WHEREAS, the cost of the Chilled Water Expansion, under the proposed energy services contract, is anticipated to be offset by annual energy cost savings of approximately 15-20% realized by the District through such upgrades; with a simple payback period estimated to be 7 years.

WHEREAS, in accordance with California Government Code section 4217.10 *et seq.* the ESCO entered into between the District and Enviser will be less than the anticipated marginal cost to the District of the cost of energy that would be consumed by the District in the absence of the energy conservation measures contemplated by the proposed the energy services contract.

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

- Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.
- Section 2. This Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board of Trustees for which a minimum of two weeks’ public notice has been duly given.

- Section 3. The Board of Trustees finds and determines that pursuant to Government Code section 4217.10, the cost of the project contemplated by the Chilled Water Expansion energy services contract with Enviser, including but not limited to, the extension of chilled water from existing valve boxes into buildings, installation of BTUH meters, differential pressure sensors/transmitters, changing of DX coils to CHW coils in existing air handling equipment, replacement of air handling equipment with new air handlers and structural upgrades for mechanical unit support, will be offset and will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District if such energy efficiency measures were not completed.
- Section 4. The President/Superintendent or his delegate is authorized to do all things that are necessary to give effect to and comply with the terms and intent of this Resolution, including, but not limited to, the finalization and execution of the ESCO with Enviser. The President/Superintendent may designate and delegate to other District management personnel, as deemed necessary, task associated with the negotiating, drafting, and/or preparing of an ESCO and any related documents.
- Section 5. That this Resolution No. 17-0201A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 1st day of February, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Board of Trustees of the Cerritos
Community College District

Attested to:

Clerk of the Board of Trustees of the
Cerritos Community College District

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Sale of Surplus and Obsolete Materials/Equipment
--

ACTION

It is recommended that the Board of Trustees declare and approve the listed items as surplus and authorize the Director of Purchasing and Contract Administration to sell the listed items by means of a public auction by a contract with an auction company in accordance with the district's board policy and administrative procedures.

FISCAL IMPACT

Proceeds from the sale of surplus items will be deposited into the General Fund.

REPORT SUMMARY

Cerritos College is the owner of the items listed on Exhibit A. The attached listed items have exceeded their useful life and are no longer suitable for use at Cerritos College and may be disposed of through public auction sales.

In accordance with Board Policy 6550, Administrative Procedures 6550, and California Education Code Section 81450 et seq., authority is delegated to the President/Superintendent or his designee to sell or otherwise dispose of the listed items and to execute all documents in connection therewith, subject to the terms and conditions of the district's policy and administrative procedures.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Exhibit A: Electronic Equipment and Miscellaneous Material

**DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL**

BOARD MEETING DATE: FEBRUARY 1, 2017

Qty	Description	CC #s	Serial #s
19 Each	Pedestal Metal Desk	N/A	N/A
9 Each	2-Drawer File Cabinet	N/A	N/A
26 Each	4-Drawer File Cabinet	N/A	N/A
1 Each	5-Drawer File Cabinet	N/A	N/A
2 Each	Metal Tables	N/A	N/A
144 Each	Office Chairs	N/A	N/A
5 Each	Rolling Metal Tables	N/A	N/A
18 Each	Plastic Molded Chairs	N/A	N/A
3 Each	Fire Safety Cabinets	N/A	N/A
190 Each	Table Arm Chairs	N/A	N/A
1 Each	Drill Press	28636	1528032
4 Each	Work Benches	N/A	N/A
4 Each	Butcher Block	N/A	N/A
1 Each	Electronic Smart Board	N/A	N/A
1 Each	Old Smart Podium	N/A	N/A
3 Each	Printers	N/A	N/A
2 Boxes	Miscellaneous Electronic Items	N/A	N/A

**DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL**

BOARD MEETING DATE: FEBRUARY 1, 2017

Qty	Description	CC #s	Serial #s
1 Box	Keyboards/Computer Mouse	N/A	N/A
6 Each	Hair Dryers	N/A	N/A
1 Each	Derma Queen	42642	N/A
1 Each	Refrigerator	N/A	N/A

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

<p>SUBJECT: Consideration of Approval of Agreement with National Roofing Consultants, Inc. for Roofing and Waterproofing Inspections for the Health and Wellness Complex</p>
--

ACTION

It is recommended that the Board of Trustees approve the agreement with National Roofing Consultants, Inc. for Roofing and Waterproofing Inspections for the Health and Wellness Complex.

FISCAL IMPACT

The total contract sum shall be in the not-to-exceed amount of \$95,100; this amount will be funded from the GO Bond. National Roofing Consultants, Inc. is headquartered in Pomona, 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.

**ROOFING AND WATERPROOFING INSPECTIONS FOR THE HEALTH AND WELLNESS COMPLEX
NATIONAL ROOFING CONSULTANTS, INC.**

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

Purpose: Cerritos College wishes to enter into an agreement with National Roofing Consultants, Inc. to provide roofing and waterproofing inspections for the Health and Wellness Complex. National Roofing Consultants, Inc.'s services include, but are not limited to, providing consultation via review of plans, details and specifications for roofing and waterproofing, attendance at pre-job conferences, conducting inspections, and conducting the final inspections and punch lists.

Period: The time period will be from March 1, 2017 through April 30, 2020.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 16P010– National Roofing Consultants, Inc.



INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

ROOFING AND WATERPROOFING INSPECTIONS FOR THE HEALTH AND WELLNESS COMPLEX

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 2nd day of February, 2017, by and between the 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 National Roofing Consultants, Inc. ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 118 Lincoln Avenue, Pomona, CA 91767, and licensed to do business in the State of California. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

NOW, THEREFORE, the Parties agree as follows:

- 1. Services. The Consultant shall provide Roofing and Waterproofing Inspections for the Health and Wellness Complex as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
2. Term. Consultant shall commence providing Services under this Agreement on March 1, 2017, and will diligently perform as required and complete performance by April 30, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. Submittal of Documents. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- X Signed Agreement
X Workers' Compensation Certification
X Insurance Certificates and Endorsements
X W-9 Form
Other: _____

- 4. Compensation. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed NINETY-FIVE THOUSAND ONE HUNDRED AND 00/100 Dollars (\$95,100.00). District shall pay Consultant according to the following terms and conditions:
4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
6. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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 Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the

performance of the details of the Services, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by

Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.2.1. material violation of this Agreement by the Consultant; or
- 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion

of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

- 18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 20. Not Used.
- 21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. **District’s Evaluation of Consultant and Consultant’s Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District’s evaluation may include, without limitation:
 - 22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant’s employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant’s employee(s), and/or subcontractor(s).
- 23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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 or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 24. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Cerritos Community College District
ATTN: Mark B. Logan, Director of Purchasing
and Contract Administration
11110 Alondra Blvd.
Norwalk, CA 90650
562-860-2451
562-467-5020 (Fax)

Consultant:

National Roofing Consultants, Inc.
 ATTN: _____
 Address: _____

 Phone: _____
 Fax: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **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.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Cerritos Community College District

National Roofing Consultants, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation, State: _____
- ____ Limited Liability Company
- ____ Other: _____

:

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.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the Services under this Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

1. Reference Consultant's proposal dated July 28, 2016 to Cerritos College, attention to Peter Stavros, Tilden Coil Constructors regarding Cerritos College Health and Wellness Complex project (2 pages, additional pages omitted intentionally).

PROPOSAL

CLIENT:
CERRITOS COLLEGE
11110 Alondra Blvd.
Norwalk, CA 90560

Peter Stavros
562.860.2451
951.233.0360 (cell)
pstavros@tilden-coil.com

JOB:
CERRITOS COLLEGE
HEALTH & WELLNESS COMPLEX
11110 Alondra Blvd.
Norwalk, CA 90650

CONSULTING SERVICES AND FEES

1020 **CONSULTATION - PER HOUR** **FEE \$200.00/hour x 60 hrs**
(approx.) **CLIENT INITIAL _____**

Includes consultant’s time for non-litigation work at the rate of \$200.00 per hour. Time to prepare requested written reports based upon consultation are billed at the same rates. Minimum on-site consulting charge is \$800.00. If the consultant is doing in-house consultation for the client the minimum charge is \$400.00.

Scope of Work: Respond to RFIs, submittals, etc and review plans, details and specifications for roofing and waterproofing including windows, storefront, curtain wall and door openings.

ESTIMATED TOTAL CONSULTING FEES \$12,000.00

NOTE: Normal delivery time for one written report will be two (2) weeks from the date of the site visit.

ROOFING AND WATERPROOFING INSPECTIONS

PREVAILING WAGE RATES

2000 **PRE-JOB CONFERENCE - PER TRIP** **FEE \$550.00/trip x 6 trip**
CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans.

2010 INSPECTIONS

FEE \$550.00/ea. x 120 inspections
CLIENT INITIAL _____

Includes daily report submitted to the client’s on site representative and original hand-written reports mailed to the client approximately every two (2) weeks. Inspection can be provided during roofing, decking or waterproofing application. NRC or on site representative must be notified in advance of any schedule changes. Lack of notification subject to penalty of half inspection rate, back charged to applicator (owner is responsible to back charge). Half of inspection rate shall be charged for weather delays. Time and one half will be charged for hours over eight (8) in a day and for weekend/holiday work.

2030 FINAL INSPECTION/PUNCH LIST - PER TRIP

FEE \$550.00/trip x 3 trips
CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion.

ESTIMATED TOTAL QUALITY CONTROL DEPARTMENT FEES \$70,950.00
Based upon six (6) pre-jobs, 120 inspections, and three (3) finals, the total cost will be \$70,950.00, as quoted. *The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work in excess of 8 hours/day, 40 hours/week or weekends/holidays.*

ESTIMATED TOTAL FEES \$82,950

THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe 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., Acting 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 2, 2017 through January 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 2, 2017 through January 31, 2018.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 16C0120, Strong Workforce Program – Venea Meyer-Everhart
Exhibit B to Contract No. 16C0120, Strong Workforce Program – Venea Meyer-Everhart – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0120

PARTIES AND DATE

This Agreement is made and entered into this 2nd day of **February, 2017**, 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 2, 2017**, and end on **January 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, Acting 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
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: November 22, 2016

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 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., Acting 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 2, 2017 through January 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 2, 2017 through January 31, 2018.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 16C0121, Strong Workforce Program – Randal Morales

Exhibit B to Contract No. 16C0121, Strong Workforce Program – Randal Morales – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0121

PARTIES AND DATE

This Agreement is made and entered into this 2nd day of **February, 2017**, 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 2, 2017**, and end on **January 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, Acting 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: November 22, 2016

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.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 1, 2017**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director of Purchasing
and Contract Administration

<p>SUBJECT: Consideration of Approval of Contract with Victor Arreola for College Outreach Coordinator Services for the Strong Workforce Program</p>
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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., Acting 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 2, 2017 through January 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 2, 2017 through January 31, 2018.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 16C0122, Strong Workforce Program – Victor Arreola

Exhibit B to Contract No. 16C0122, Strong Workforce Program – Victor Arreola – Statement of Work



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 16C0122

PARTIES AND DATE

This Agreement is made and entered into this 2nd day of **February, 2017**, 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 2, 2017**, and end on **January 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, Acting 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: November 22, 2016

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.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 1, 2017**

Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Felipe Lopez
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Ratification of the Amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for Fiscal Year 2016-2017</p>

ACTION

It is recommended that the Board of Trustees ratify the amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for development of curriculum and providing training in colleges and K-12 schools for the Fiscal Year 2016-2017.

FISCAL IMPACT

Cerritos College will receive an additional \$100,000 in funding which brings the total contract amount to \$300,000; funding is made possible through Cerritos College's grant agreement with 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 – AMENDMENT

**CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
ECONOMIC AND WORKFORCE DEVELOPMENT DEPUTY SECTOR NAVIGATOR: ADVANCED
TRANSPORTATION AND RENEWABLES GRANT (RFA NO. 13-153)**

Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On September 21, 2016, Cerritos College entered into a grant agreement for \$200,000 with the California Community Colleges Chancellor's Office for acceptance of the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 16-153-001) for development of curriculum and providing training in colleges and K-12 schools for Fiscal Year 2016-2017. The Deputy Sector Navigator will continue to work with employers, industry and labor organizations, as well as workforce investments boards within the region to determine gaps in the

workforce. Particularly, the Deputy Sector Navigator will be able to facilitate and update the curricula at individual colleges within the macro-region to include Alternative Fuel Vehicle technologies. The term of the grant agreement was July 1, 2016 through June 30, 2017.

The California Community Colleges Chancellor's Office is proposing an amendment to the grant agreement to provide for an additional \$100,000 of funding, which will bring the total grant amount to \$300,000; all other terms of the grant will remain unchanged.

Period: The time period remains unchanged and will be from July 1, 2016 through June 30, 2017.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Amendment No. 1 to Contract No. 16C0045 – California Community Colleges Chancellor's Office Grant Agreement

Contract No. 16C0045 – California Community Colleges Chancellor's Office Grant Agreement

STATE OF CALIFORNIA

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



Date: November 29, 2016
TO: Chief Executive Officer
FROM: Abigail Singleton
Workforce and Economic Development
RE: Grant Amendment

SYNOPSIS: Enclosed is your copy of a grant amendment to a Workforce and Economic Development Grant Agreement between your district and the Chancellor's Office of the California Community Colleges. This amendment has been approved by all parties.

ACTION REQUESTED: Please keep the grant amendment in your local audit files for this grant. Distribute copies of the grant amendment to appropriate personnel, as it indicates changes from the original grant agreement.

CONTACT PERSON: If you have any questions regarding the grant amendment, please contact your monitor in the Workforce and Economic Development Program.

Enclosure(s)

cc: Chief Business Officer
Project Director
File

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

DISTRICT

Board of Governor's, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY	
	District (Grantee): <u>Cerritos CCD</u>	
	College: <u>Cerritos College</u>	

Grant Agreement-Amended		BOG-CCCCO USE ONLY	
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AMENDMENT # 1		Grant Agreement No.: 16 - 153 - 001	
Workforce and Economic Development Division Deputy Sector Navigator - Advanced Transportation and Renewables RFA # 13 - 153	Funding Fiscal Year		
	<u>2016-17</u>	Prior Amount Encumbered : \$	200,000
		Amount To Be <u>Augmented</u> : \$	100,000
		Total Amount Encumbered : \$	<u>300,000</u>

On this 20th day of September 2016, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district hereby agree to amend this grant agreement as follows:

- * The agreement is being augmented with FY 2016-17 Career Technical Education Pathways Program funds in the amount of \$100,000. The new award amount for FY 2016-17 shall not exceed \$300,000.
- * The term for the augmented amount of \$100,000 Career Technical Education Pathways Program funds shall be from January 1, 2017 to December 31, 2017. The Final Report must be submitted within 60 days of the grant end date.
- * A revised Application Budget Summary, Application Budget Detail Sheet and Workplan are attached and made a part of this agreement.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

All other terms and conditions remain the same.

GRANTEE

Project Director: Jannet Malig	Total Grant Funds: \$ 300,000
Signature, Chief Executive Officer (or authorized Designee)	Date: 9-28-16
Print Name/Title of Person Signing: Dr. Jose Fierro, President/Superintendent	District Address: 11110 Alondra Blvd Norwalk, CA 90650-6539

STATE OF CALIFORNIA

Project Monitor: Katie Gilks	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
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Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001	3235 - 751 - 23505	23	2016	2016-17	\$ 200,000
6870 - 101 - 0001	3235 - 751 - 23510	23	2016	2016-17	\$ 100,000
Total Amount Encumbered : \$					300,000

Signature, Accounting Manager (or Authorized Designee)	Budgeted funds are available for the period and purpose of the expenditures stated above.	Date: NOV 22 2016
Signature, Deputy Chancellor (or authorized Designee)		Date: 11/28/16

Print Name/Title of Person Signing: Erik Skinner, Interim Chancellor
--

THIS FORM MAY NOT BE REPLICATED AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED

BOG, California Community Colleges Chancellor's Office - 6870

DISTRICT USE ONLY

District (Grantee): Cerritos CCD

College: Cerritos College

Grant Agreement

BOG-CCCCO USE ONLY

Workforce and Economic Development Division

Grant Agreement No.: 16 - 153 - 001

Deputy Sector Navigator - Advanced Transportation and Renewables

Funding Fiscal Year

2016-17

Total Amount Encumbered : \$ 200,000

RFA # 13 - 153

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 7/16 and II, Eff. 4/16), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2016 to June 30, 2017. The Final Report must be submitted within 60 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: Jannet Malig

Total Grant Funds Requested: \$ 200,000

Signature, Chief Executive Officer (or authorized Designee)

[Handwritten Signature]

Date: 4-15-16

Print Name/Title of Person Signing:

District Address: 11110 Alondra Blvd

Jose Fierro, President/Superintendent

Norwalk, CA 90650-6298

STATE OF CALIFORNIA

Project Monitor:

Agency Address: 1102 Q Street, Suite 4554

Katie Gilks

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001	3235 - 751 - 23505	2362	2016	2016-17	\$ 200,000
-	-	-	-	-	-

Total Amount Encumbered : \$ 200,000

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

[Handwritten Signature]

Date: 7/26/16

Signature, Deputy Chancellor (or authorized Designee)

[Handwritten Signature]

Date: 8/4/16

Print Name/Title of Person Signing:

Erik Skinner, Deputy Chancellor

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **February 1, 2017**
Agenda Item No. 21

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Contracts Under \$25,000 for the Month of December 2016

ACTION

It is recommended that the Board of Trustees approve the Contracts Under \$25,000 that were processed during the month of December 2016.

FISCAL IMPACT

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

REPORT SUMMARY

This report of Contracts Under \$25,000 that were processed during the month of December 2016 is provided for review and approval. 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)

December 2016 – Contracts Under \$25,000

Consideration of Approval of New/Amended Contracts Under \$25,000
for the Month of December 2016

NEW CONTRACTS

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
16C0107	County of Orange Health Care Agency	Contractor to provide clinical/practicum experiences for the students enrolled in the Physical Therapist Assistant program	12/01/2016	11/30/2021	No Cost	Health Occupations
16C0108	Khalid El Hakim Enterprises	Contractor to provide a mobile museum for Black History month celebration.	01/31/2017	01/31/2017	\$ 4,040.00	Public Affairs
16C0109	eLumen	Contractor to provide the following eLumen software modules: Core Assessment & Strategies Initiatives, Curriculum Module and Student Engagement & ePortfolio Module	11/10/2016	05/08/2017	\$ 19,731.00	Academic Affairs
16C0110*						
16C0111	Adrian Perez	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in three (3) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	12/05/2016	06/30/2017	\$ 225.00	Teacher Trac
16C0112	Krystal Fierro	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in three (3) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	12/05/2016	06/30/2017	\$ 225.00	Teacher Trac
16C0113	Eufeme Cervantes	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in three (3) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	12/05/2016	06/30/2017	\$ 225.00	Teacher Trac
16C0114	May Chuong-Nguyen	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in four (4) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	09/19/2016	06/30/2017	\$ 300.00	Teacher Trac
16C0115	Thiane Diouf	Contractor to provide three performers for a 40 minute dance tribute to Dr. Martin Luther King, Jr. for the Black History Month celebration.	01/18/2017	01/18/2017	\$ 500.00	Public Affairs

\$ 25,246.00

* 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

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Felipe 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 December 2016
--

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of December 2016.

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 December 2016 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)

December 2016 – Purchase Order Report

Report ID: LAPO009C

Board List Purchase Order Report

Page No. 1

District: 64360

CERRITOS COLLEGE

Run Date: 12/31/2016

Run Time: 12:16:18AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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
12/01/16	0000063406	A		12/01/2016	MARIANNA INC	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	30,123.24	
				12/01/2016			0000063406			MARIANNA INC						30,123.24
12/01/16	0000063407	C		12/05/2016	AUTOMATION DIRECT	MACHINE SHOP SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	494.86	
				12/01/2016			0000063407			AUTOMATION DIRECT						494.86
12/01/16	0000063408	A		12/01/2016	VERISURF SOFTWARE	MACHINE SHOP SUPP/EQUIP	Numerical Contr	01.0	00000.0	00000	02600	6310	0976000	16-17	390.00	
				12/01/2016			0000063408			VERISURF SOFTWARE						390.00
12/01/16	0000063409	C		12/01/2016	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Drafting Technology	01.0	00000.0	00100	02600	4325	0953000	16-17	1,361.46	
				12/01/2016			0000063409			OFFICE DEPOT/BUSINESS SVCS DIV						1,361.46
12/01/16	0000063410	C		12/01/2016	WOODCRAFT	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	6450	0986000	16-17	1,384.30	
				12/01/2016			0000063410			WOODCRAFT						1,384.30
12/01/16	0000063411	C		12/02/2016	GRIZZLY INDUSTRIAL, INC	MACHINE SHOP SUPP/EQUIP	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	86.56	
				12/01/2016			0000063411			GRIZZLY INDUSTRIAL, INC						86.56
12/01/16	0000063412	A		12/03/2016	COMPRESSOR PARTS	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	6450	0986000	16-17	616.25	
				12/01/2016			0000063412			COMPRESSOR PARTS						616.25
12/01/16	0000063413	A		12/01/2016	GST INC	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	4550	0986000	16-17	183.12	
				12/01/2016			0000063413			GST INC						183.12
12/01/16	0000063414	A		12/01/2016	AIRWOLF 3D	INSTRUCTIONAL SUPPLIES	Division Office	01.3	00000.0	00000	71600	6410	0951000	16-17	5,662.55	
						MISCELLANEOUS		01.3	00000.0	00000	71600	6410	0951000	16-17	-1,090.00	

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 : 07/01/2016 To 06/30/2017
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 2

Run Date: 12/31/2016

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WEEKLY

PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt	
						12/01/2016	0000063414	AIRWOLF 3D									4,572.55
12/01/16	0000063415	C		12/01/2016	LEE VALLEY TOOLS LTD.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17		1,606.67	
						12/01/2016	0000063415	LEE VALLEY TOOLS LTD.									1,606.67
12/01/16	0000063416	A		12/27/2016	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17		59.84	
						MISCELLANEOUS		01.0	00000.0	00000	02600	4320	0951000	16-17		5.39	
						12/01/2016	0000063416	BANK OF AMERICA									65.23
12/01/16	0000063417	A		12/01/2016	RE-3D, INC.	LABORATORY SUPP/EQUIP	Drafting & Architecture	01.0	00000.0	00100	02600	4325	0964000	16-17		1,685.00	
						12/01/2016	0000063417	RE-3D, INC.									1,685.00
12/01/16	0000063418	A		12/27/2016	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17		139.63	
						12/01/2016	0000063418	BANK OF AMERICA									139.63
12/01/16	0000063419	C		12/19/2016	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17		75.08	
						12/01/2016	0000063419	AMAZON									75.08
12/02/16	0000063420	C		12/19/2016	AMAZON	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17		1,109.31	
						12/02/2016	0000063420	AMAZON									1,109.31
12/03/16	0000063421	C		12/03/2016	YALE CHASE MATERIALS	MISCELLANEOUS	Athletic Training	01.0	00000.0	00000	02560	4320	0820000	16-17		504.15	
						12/03/2016	0000063421	YALE CHASE MATERIALS									504.15
12/03/16	0000063422	A		12/03/2016	AED SUPERSTORE	MISCELLANEOUS	Women's Athletics	01.0	00000.0	00000	02560	4320	0819000	16-17		111.18	
						12/03/2016	0000063422	AED SUPERSTORE									111.18

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* Prior Year Payments

Report ID: LAPO009C

Board List Purchase Order Report

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District: 64360

CERRITOS COLLEGE

Run Date: 12/31/2016

Run Time: 12:16:18AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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

WEEKLY

PO Date	PO #	Stat	Change		Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
			Ord#	Date												
12/03/16	0000063423	A		12/03/2016	RIDDELL ALL AMERICAN SPORTS	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	10,894.55	
						12/03/2016	0000063423	RIDDELL ALL AMERICAN SPORTS							10,894.55	
12/03/16	0000063424	A		12/05/2016	HUMAN KINETICS	MISCELLANEOUS	Dance	01.0	00000.0	00000	02560	4320	0804000	16-17	1,156.14	
						12/03/2016	0000063424	HUMAN KINETICS							1,156.14	
12/03/16	0000063425	X	1	12/09/2016	CERRITOS COLLEGE	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	5860	0806000	16-17	32.00	
						12/03/2016	0000063425	CERRITOS COLLEGE							32.00	
12/03/16	0000063426	A		12/03/2016	ROBOT MESH	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	1,520.44	
						12/03/2016	0000063426	ROBOT MESH							1,520.44	
12/03/16	0000063427	A		12/27/2016	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	31.35	
						12/03/2016	0000063427	BANK OF AMERICA							31.35	
12/03/16	0000063428	C		12/05/2016	STUDICA INC.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	242.74	
						12/03/2016	0000063428	STUDICA INC.							242.74	
12/03/16	0000063429	C		12/03/2016	ELECTRONIX EXPRESS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	107.54	
						12/03/2016	0000063429	ELECTRONIX EXPRESS							107.54	
12/03/16	0000063430	A		12/03/2016	KELVIN ELECTRONICS	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	114.45	
						12/03/2016	0000063430	KELVIN ELECTRONICS							114.45	
12/03/16	0000063431	C		12/03/2016	OFFICE DEPOT/BUSINESS	LABORATORY SUPP/EQUIP	Drafting Technology	01.0	00000.0	00100	02600	4325	0953000	16-17	39.46	
						12/03/2016	0000063431	OFFICE DEPOT/BUSINESS SVCS DIV							39.46	

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* Prior Year Payments

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CERRITOS COLLEGE

Run Date: 12/31/2016

Run Time: 12:16:18AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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

WEEKLY

PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
12/03/16	0000063432	C		12/03/2016	OFFICE DEPOT/BUSINESS	TONER CARTRIDGES	Child Development	01.3	00000.0	00000	70770	4320	6920000	16-17	774.00	
								01.3	00000.0	00000	70780	4320	6920000	16-17	773.99	
						12/03/2016	0000063432	OFFICE DEPOT/BUSINESS SVCS DIV								1,547.99
12/03/16	0000063433	A		12/03/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPP/EQUIP	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	765.18	
						12/03/2016	0000063433	WAXIE SANITARY SUPPLY								765.18
12/03/16	0000063434	C		12/03/2016	SCANTRON CORPORATION	FORMS	Physical Therapy	01.0	00000.0	00000	02530	4320	1222000	16-17	74.19	
						12/03/2016	0000063434	SCANTRON CORPORATION								74.19
12/03/16	0000063435	A		12/03/2016	STAPLES ADVANTAGE	TIME CLOCKS/SYSTEM	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	4320	1306300	16-17	274.12	
						12/03/2016	0000063435	STAPLES ADVANTAGE								274.12
12/03/16	0000063436	C		12/03/2016	COUNTY OF LOS ANGELES	FEES, LICENSE	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	1,536.00	
						12/03/2016	0000063436	COUNTY OF LOS ANGELES								1,536.00
12/03/16	0000063437	A		12/03/2016	HUNTINGTON HARDWARE CO.,	LOCKS AND KEYS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	2,451.52	
						12/03/2016	0000063437	HUNTINGTON HARDWARE CO., INC.								2,451.52
12/03/16	0000063438	C		12/03/2016	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	10,607.55	
								01.0	00000.0	00000	04400	5810	6450000	16-17	3,714.77	
						12/03/2016	0000063438	FAST DEER BUS CHARTER, INC.								14,322.32
12/03/16	0000063439	C		12/03/2016	TRANSPORTTION CHARTER SERVICES	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	14,183.57	
						12/03/2016	0000063439	TRANSPORTTION CHARTER SERVICES INC.								14,183.57

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

* Prior Year Payments

Report ID: LAPO009C

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District: 64360

CERRITOS COLLEGE

Run Date: 12/31/2016

Run Time: 12:16:18AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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

WEEKLY

PO Date	PO #	Stat	Change		Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
			Ord#	Date												
12/03/16	0000063440	C		12/03/2016	AUTOMATION DIRECT	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	6450	0951000	16-17	598.41	
						12/03/2016	0000063440			AUTOMATION DIRECT						598.41
12/03/16	0000063441	A		12/03/2016	DUFF & PHELPS, LLC	CONTRACT CONSULTANTS	Purchasing	01.0	00000.0	00000	04300	5810	6722000	16-17	5,200.00	
						12/03/2016	0000063441			DUFF & PHELPS, LLC						5,200.00
12/03/16	0000063442	C	1	12/07/2016	DOUBLETREE BY HILTON	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	16-17	674.08	
						12/03/2016	0000063442			DOUBLETREE BY HILTON						674.08
12/03/16	0000063443	C	1	12/07/2016	DOUBLETREE BY HILTON	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	16-17	674.08	
						12/03/2016	0000063443			DOUBLETREE BY HILTON						674.08
12/03/16	0000063444	C		12/19/2016	AMAZON	BOOKS	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	48.76	
						12/03/2016	0000063444			AMAZON						48.76
12/03/16	0000063445	C		12/19/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	95.99	
							Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	28.05	
						12/03/2016	0000063445			AMAZON						124.04
12/05/16	0000063446	C		12/05/2016	WORDLAND	MISCELLANEOUS	Typewriter Repair & Service	01.0	00000.0	00000	04300	5630	6593000	16-17	149.27	
						12/05/2016	0000063446			WORDLAND						149.27
12/05/16	0000063447	C		12/05/2016	CACCRAO	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	16-17	590.00	
						12/05/2016	0000063447			CACCRAO						590.00
12/05/16	0000063448	C		12/19/2016	PINNACLE HEALTH	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	5550	0806000	16-17	1,195.87	

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District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 6

Run Date: 12/31/2016

Run Time: 12:16:18AM

FY: 16-17

WEEKLY

PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						12/05/2016	0000063448	PINNACLE HEALTH								1,195.87
12/05/16	0000063449	C		12/06/2016	LUNDEEN, BRITTANY	MISCELLANEOUS	Transfer Programs	01.3	00000.0	03003	73460	4550	6330000	16-17	229.96	
						12/05/2016	0000063449	LUNDEEN, BRITTANY								229.96
12/05/16	0000063450	C		12/06/2016	TEC EASE	BOOKS	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	170.00	
						12/05/2016	0000063450	TEC EASE								170.00
12/05/16	0000063452	A		12/27/2016	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	70200	4550	6190000	16-17	435.99	
						12/05/2016	0000063452	BANK OF AMERICA								435.99
12/05/16	0000063453	P		12/06/2016	WESTERN AUDIO VISUAL & VIDEO	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	16-17	480.00	
						12/05/2016	0000063453	WESTERN AUDIO VISUAL & VIDEO CORP.								480.00
12/05/16	0000063454	C		12/19/2016	AMAZON	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	91.43	
						12/05/2016	0000063454	AMAZON								91.43
12/05/16	0000063455	C		12/06/2016	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00100	02520	4325	1057000	16-17	75.97	
						12/05/2016	0000063455	HIROHAMA, STEVEN								75.97
12/05/16	0000063456	A		12/06/2016	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	73420	4550	6190000	16-17	26.16	
						12/05/2016	0000063456	TCB PRINTING								26.16
12/05/16	0000063457	C		12/06/2016	ZOHO CORP	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	299.00	
						12/05/2016	0000063457	ZOHO CORP								299.00
12/05/16	0000063458	C		12/19/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	16-17	48.72	

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* Prior Year Payments

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District: 64360

CERRITOS COLLEGE

Run Date: 12/31/2016

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Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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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
						12/05/2016	0000063458	AMAZON								48.72
12/05/16	0000063459	P		12/13/2016	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	120.00	
						12/05/2016	0000063459	BANK OF AMERICA								120.00
12/05/16	0000063460	A		12/06/2016	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	285.80	
						12/05/2016	0000063460	FLINN SCIENTIFIC INC								285.80
12/05/16	0000063461	C		12/19/2016	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	14.49	
						12/05/2016	0000063461	AMAZON								14.49
12/05/16	0000063462	A		12/27/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	39.6	00000.0	00000	74250	5210	6190000	16-17	0.00	
						12/05/2016	0000063462	BANK OF AMERICA								0.00
12/05/16	0000063463	A		12/27/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Oth Instr Sup Services	39.6	00000.0	00000	74250	5210	6190000	16-17	540.20	
						12/05/2016	0000063463	BANK OF AMERICA								540.20
12/05/16	0000063464	A		12/05/2016	NEWARK ELEMENT 14	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	6450	0900000	16-17	506.66	
						12/05/2016	0000063464	NEWARK ELEMENT 14								506.66
12/05/16	0000063465	A		12/06/2016	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	6460	6190000	16-17	3,513.82	
						12/05/2016	0000063465	CDW-GOVERNMENT INC								3,513.82
12/05/16	0000063466	A	1	12/15/2016	GST INC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	16-17	1,241.94	
						12/05/2016	0000063466	GST INC								1,241.94
12/05/16	0000063467	A		12/06/2016	ORION TELESCOPES & BINOCULARS	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	2,615.83	

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* Prior Year Payments

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CERRITOS COLLEGE

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Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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

WEEKLY

PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						12/05/2016	0000063467	ORION TELESCOPES & BINOCULARS							2,615.83	
12/05/16	0000063468	C		12/06/2016	CODE 5 GROUP, LLC	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	600.00	
						12/05/2016	0000063468	CODE 5 GROUP, LLC							600.00	
12/05/16	0000063469	P		12/06/2016	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	419.80	
						12/05/2016	0000063469	BANK OF AMERICA							419.80	
12/05/16	0000063470	C		12/06/2016	R.A.D. SYSTEMS	LICENSE/FEES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	100.00	
						12/05/2016	0000063470	R.A.D. SYSTEMS							100.00	
12/05/16	0000063471	A		12/06/2016	SARGENT-WELCH SCIENTIFIC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	2,844.87	
						12/05/2016	0000063471	SARGENT-WELCH SCIENTIFIC							2,844.87	
12/05/16	0000063472	A		12/06/2016	PASCO SCIENTIFIC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	1,068.20	
						12/05/2016	0000063472	PASCO SCIENTIFIC							1,068.20	
12/06/16	0000063473	A		12/06/2016	DIVERSE ISSUES IN HIGHER ED	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	1,240.00	
						12/06/2016	0000063473	DIVERSE ISSUES IN HIGHER ED							1,240.00	
12/06/16	0000063474	A		12/06/2016	SIMPLEX GRINNELL LP	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	65,726.00	
						12/06/2016	0000063474	SIMPLEX GRINNELL LP							65,726.00	
12/06/16	0000063475	A		12/27/2016	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	219.80	
								01.0	00000.0	00000	02600	4320	0951000	16-17	19.78	
						12/06/2016	0000063475	BANK OF AMERICA							239.58	

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Change														Distrib		
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12/06/16	0000063476	P		12/06/2016	NEED TO ADD VENDOR	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	280.00	
				12/06/2016			0000063476			NEED TO ADD VENDOR						280.00
12/06/16	0000063477	A		12/06/2016	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	16-17	306.77	
				12/06/2016			0000063477			CONCORDANCE HEALTHCARE SOLUTIONS						306.77
12/06/16	0000063478	C		12/19/2016	AMAZON	BATTERIES	Pharmacy Technician	01.0	00000.0	00000	02530	4320	1221000	16-17	25.95	
				12/06/2016			0000063478			AMAZON						25.95
12/06/16	0000063479	C		12/06/2016	STATE WATER RESOURCES	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	766.00	
				12/06/2016			0000063479			STATE WATER RESOURCES CONTROL						766.00
12/06/16	0000063480	A		12/06/2016	CSC COMMUNICATIONS	COMMUNICATION SUPP/EQUIP	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	72,350.85	
				12/06/2016			0000063480			CSC COMMUNICATIONS SUPPLY CORP						72,350.85
12/06/16	0000063481	C		12/06/2016	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	1,444.80	
				12/06/2016			0000063481			AMERICAN FIDELITY ADMINISTRATIVE SERVICE						1,444.80
12/06/16	0000063482	A		12/06/2016	TCB PRINTING	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	4550	6720000	16-17	31.61	
				12/06/2016			0000063482			TCB PRINTING						31.61
12/07/16	0000063483	C		12/07/2016	ASSOCIATION FOR STUDENT CONDUCT	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	380.00	
				12/07/2016			0000063483			ASSOCIATION FOR STUDENT CONDUCT ADMIN						380.00
12/07/16	0000063484	C		12/07/2016	STANTON, MICHAEL	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	500.00	
				12/07/2016			0000063484			STANTON, MICHAEL						500.00

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			Ord#	Date												
12/07/16	0000063485	C		12/07/2016	MOGES-RIEDEL, REZENET T.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	536.48	
						12/07/2016	0000063485									536.48
12/07/16	0000063486	C		12/07/2016	PACIFIC MEDICAL CLINIC	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	150.00	
						12/07/2016	0000063486									150.00
12/07/16	0000063487	C		12/07/2016	TOTAL RECALL CAPTIONING, INC.	CONTRACTED SERVICES	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	1,190.00	
						12/07/2016	0000063487									1,190.00
12/07/16	0000063488	A	1	12/13/2016	GST INC	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	509.29	
						12/07/2016	0000063488									509.29
12/07/16	0000063489	A		12/07/2016	GAUGER, KURT	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	
						12/07/2016	0000063489									250.00
12/07/16	0000063490	A		12/07/2016	HIROHAMA, STEVEN	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	92.40	
						12/07/2016	0000063490									92.40
12/07/16	0000063491	A		12/08/2016	SWEETWATER SOUND	INSTRUCTIONAL SUPPLIES	Fine Arts	01.3	00000.0	04300	70200	4320	1000000	16-17	729.19	
								01.3	00000.0	04300	70200	6450	1000000	16-17	2,391.46	
						12/07/2016	0000063491									3,120.65
12/07/16	0000063492	C		12/07/2016	HOPPE-NAGAO, ANGELA	OFFICE SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	16-17	513.61	
						12/07/2016	0000063492									513.61
12/07/16	0000063493	C		12/07/2016	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	16-17	44.97	

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						12/07/2016	0000063493				RODGER'S CATERING					44.97
12/07/16	0000063494	C		12/07/2016	RODGER'S CATERING	FOOD PRODUCTS	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	38.10	
						12/07/2016	0000063494				RODGER'S CATERING					38.10
12/07/16	0000063495	C		12/07/2016	R.A.D. SYSTEMS	LICENSE/FEES	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	100.00	
						12/07/2016	0000063495				R.A.D. SYSTEMS					100.00
12/07/16	0000063496	C		12/07/2016	BAYSHORE BUILDING	LOCKS AND KEYS	Human Resources	01.0	00000.0	09000	05100	6460	6730000	16-17	1,645.00	
						12/07/2016	0000063496				BAYSHORE BUILDING INTERIORS, INC.					1,645.00
12/07/16	0000063497	C		12/07/2016	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	96.00	
						12/07/2016	0000063497				LIEBERT CASSIDY WHITMORE					96.00
12/08/16	0000063498	C		12/21/2016	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Business-Commerce	01.0	00000.0	00000	02510	6310	0501000	16-17	4,904.02	
						12/08/2016	0000063498				OFFICE DEPOT/BUSINESS SVCS DIV					4,904.02
12/08/16	0000063499	A		12/08/2016	BREWINGTON, MAZIE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	16-17	554.16	
						12/08/2016	0000063499				BREWINGTON, MAZIE					554.16
12/08/16	0000063500	C		12/15/2016	TAFOYA, YVETTE	TRAINING SUPP/EQUIP	LINC Program	01.3	00000.0	08001	73460	7610	6435000	16-17	3,500.00	
						12/08/2016	0000063500				TAFOYA, YVETTE					3,500.00
12/08/16	0000063501	C		12/08/2016	LIGIOSO, YULIAN	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	16-17	272.56	
						12/08/2016	0000063501				LIGIOSO, YULIAN					272.56
12/08/16	0000063502	C		12/08/2016	GOLDBERG, RACHAEL	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5230	6730000	16-17	549.05	

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						12/08/2016	0000063502	GOLDBERG, RACHAEL							549.05	
12/08/16	0000063503	A		12/08/2016	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	2,139.23	
						12/08/2016	0000063503	FLINN SCIENTIFIC INC							2,139.23	
12/08/16	0000063504	C		12/08/2016	RAN GRAPHICS	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	43.60	
						12/08/2016	0000063504	RAN GRAPHICS							43.60	
12/08/16	0000063505	C		12/08/2016	SURVEYMONKEY.COM	SOFTWARE	Learning Center	01.3	00000.0	00000	71600	6310	6110000	16-17	708.00	
						12/08/2016	0000063505	SURVEYMONKEY.COM							708.00	
12/08/16	0000063506	C		12/08/2016	GRIJALVA, TONI	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	63.22	
						12/08/2016	0000063506	GRIJALVA, TONI							63.22	
12/08/16	0000063507	C		12/08/2016	WALKER MIYA	MISCELLANEOUS	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	207.37	
						12/08/2016	0000063507	WALKER MIYA							207.37	
12/08/16	0000063508	A		12/08/2016	B & H PHOTO VIDEO	MEDIA EQUIPMENT	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	744.47	
						12/08/2016	0000063508	B & H PHOTO VIDEO							744.47	
12/08/16	0000063509	A		12/27/2016	BANK OF AMERICA	OFFICE SUPPLIES	Media	01.0	00000.0	00000	01220	4550	6130000	16-17	35.02	
								01.0	00000.0	00000	01220	4550	6130000	16-17	3.15	
						12/08/2016	0000063509	BANK OF AMERICA							38.17	
12/08/16	0000063510	A		12/08/2016	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Utilities	01.0	00000.0	00000	02210	5540	6570000	16-17	1,281.00	
						12/08/2016	0000063510	KTS NETWORK SOLUTIONS							1,281.00	

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12/08/16	0000063511	A		12/08/2016	FOUNDATION FOR CCC	MISCELLANEOUS	Counseling-Guidance	01.0	00000.0	00000	03400	5310	6310000	16-17	1,000.00	
								01.0	00000.0	10001	03400	5310	6310000	16-17	1,000.00	
				12/08/2016		0000063511	FOUNDATION FOR CCC									2,000.00
12/08/16	0000063512	A		12/12/2016	ROBERT WEIL	PRINTING SERVICES	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	16-17	163.50	
				12/08/2016		0000063512	ROBERT WEIL									163.50
12/08/16	0000063513	C		12/12/2016	SANTA FE SPRINGS CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	240.00	
				12/08/2016		0000063513	SANTA FE SPRINGS CHAMBER OF									240.00
12/09/16	0000063515	C		12/13/2016	ZAVALA, MONICA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	225.00	
				12/09/2016		0000063515	ZAVALA, MONICA									225.00
12/09/16	0000063516	C		12/09/2016	RODGER'S CATERING	CATERING SERVICES	Community Relations	01.0	00000.0	00000	03600	4550	6710000	16-17	226.18	
				12/09/2016		0000063516	RODGER'S CATERING									226.18
12/09/16	0000063517	C		12/09/2016	HOMEGIRL CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	16-17	705.10	
				12/09/2016		0000063517	HOMEGIRL CATERING									705.10
12/10/16	0000063518	C		12/10/2016	PERFECT FORM	CONTRACT SERVICES RENDERED	Admissions	01.0	00000.0	00000	03800	5810	6225000	16-17	2,588.68	
				12/10/2016		0000063518	PERFECT FORM									2,588.68
12/10/16	0000063519	C		12/12/2016	VIRIDIS LEARNING, INC.	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	75265	5810	6190000	16-17	2,080.00	
				12/10/2016		0000063519	VIRIDIS LEARNING, INC.									2,080.00
12/10/16	0000063520	P		12/10/2016	AMAZON	OFFICE SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	19.00	

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				12/10/2016			0000063520	AMAZON								19.00
12/10/16	0000063521	A		12/10/2016	GST INC	INSTRUCTIONAL SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4320	6016000	16-17	216.39	
				12/10/2016			0000063521	GST INC								216.39
12/10/16	0000063522	A		12/10/2016	TCB PRINTING	PRINTING SERVICES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	43.60	
				12/10/2016			0000063522	TCB PRINTING								43.60
12/10/16	0000063523	P		12/15/2016	AMAZON	BOOKS	Library	01.3	00000.0	00000	71130	6320	6120000	16-17	91.87	
				12/10/2016			0000063523	AMAZON								91.87
12/10/16	0000063524	A		12/10/2016	GST INC	MISCELLANEOUS	Institutional Effectiveness	01.3	00000.0	08002	73460	6460	6712000	16-17	1,873.78	
				12/10/2016			0000063524	GST INC								1,873.78
12/10/16	0000063525	C		12/12/2016	ARCEO, SHIRLEY	REIMBURSEMENT	School Relations	01.0	00000.0	00000	03320	4550	6493000	16-17	77.66	
				12/10/2016			0000063525	ARCEO, SHIRLEY								77.66
12/10/16	0000063526	C		12/12/2016	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	16-17	215.00	
							Fiscal Operations	01.0	00000.0	00000	04100	5730	6720000	16-17	1,188.75	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	16-17	138.79	
				12/10/2016			0000063526	ATKINSON, ANDELSON, LOYA, RUUD								1,542.54
12/10/16	0000063527	A		12/10/2016	PACIFIC COAST CABLING, INC.	INSTALLATIONS	Media	01.0	00000.0	00000	01220	6410	6130000	16-17	5,957.77	
				12/10/2016			0000063527	PACIFIC COAST CABLING, INC.								5,957.77
12/10/16	0000063528	A		12/10/2016	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4325	1208000	16-17	277.52	

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						12/10/2016	0000063528	CONCORDANCE HEALTHCARE SOLUTIONS							277.52	
12/10/16	0000063529	C		12/12/2016	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Student Personnel	01.0	00000.0	00000	04400	5810	6450000	16-17	2,553.64	
							Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	2,673.34	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	2,179.99	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	7,010.89	
						12/10/2016	0000063529	FAST DEER BUS CHARTER, INC.							14,417.86	
12/10/16	0000063530	C		12/12/2016	TRANSPORTTION CHARTER SERVICES	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	495.00	
							Fine & Applied Arts	01.0	00000.0	00000	04400	5810	1051000	16-17	5,312.02	
							Physical Sciences	01.0	00000.0	00000	04400	5810	1951000	16-17	2,395.00	
							Student Personnel	01.0	00000.0	00000	04400	5810	6450000	16-17	1,110.00	
						12/10/2016	0000063530	TRANSPORTTION CHARTER SERVICES INC.							9,312.02	
12/10/16	0000063531	C		12/12/2016	O.H. CASEY, INC.	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	420.00	
						12/10/2016	0000063531	O.H. CASEY, INC.							420.00	
12/10/16	0000063532	A		12/10/2016	BUSINESS MACHINE SECURITY	SECURITY SUPP/EQUIP/SYSTEM	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	2,418.69	
						12/10/2016	0000063532	BUSINESS MACHINE SECURITY							2,418.69	
12/10/16	0000063533	A		12/13/2016	THE SAFE-D-NEEDLE	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	16-17	274.68	
						12/10/2016	0000063533	THE SAFE-D-NEEDLE							274.68	
12/10/16	0000063534	A		12/10/2016	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.0	00000.0	00000	02530	4325	1240200	16-17	590.72	

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PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						12/10/2016	0000063534				HENRY SCHEIN INC					590.72
12/10/16	0000063535	A		12/10/2016	NASCO MODESTO	INSTRUCTIONAL SUPPLIES	Medical Assisting	01.0	00000.0	00000	02530	4320	1208000	16-17	645.70	
						12/10/2016	0000063535				NASCO MODESTO					645.70
12/10/16	0000063536	P		12/15/2016	AMAZON	OFFICE SUPPLIES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	5.31	
						12/10/2016	0000063536				AMAZON					5.31
12/10/16	0000063537	C		12/10/2016	TURF STAR INCORPORATED	CONTRACTED SERVICES	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5810	6550000	16-17	836.04	
						12/10/2016	0000063537				TURF STAR INCORPORATED					836.04
12/10/16	0000063538	A		12/13/2016	PERFORMANCE ENVELOPE INC	ENVELOPES	Accounting & Payroll	01.0	00000.0	00000	04200	4550	6725000	16-17	1,896.16	
						12/10/2016	0000063538				PERFORMANCE ENVELOPE INC					1,896.16
12/10/16	0000063539	A		12/10/2016	GST INC	OFFICE FURNITURE/EQUIP	Admissions	01.0	00000.0	00000	03800	6460	6225000	16-17	3,047.64	
						12/10/2016	0000063539				GST INC					3,047.64
12/12/16	0000063540	C		12/12/2016	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	8,256.17	
						12/12/2016	0000063540				US BANK EQUIPMENT FINANCE					8,256.17
12/13/16	0000063541	A		12/13/2016	CHRISTIAN PRINTING SERVICE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	16-17	542.82	
						12/13/2016	0000063541				CHRISTIAN PRINTING SERVICE					542.82
12/13/16	0000063542	A	1	12/28/2016	GST INC	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	16-17	1,928.93	
						12/13/2016	0000063542				GST INC					1,928.93
12/13/16	0000063543	A		12/13/2016	PASCO SCIENTIFIC	LABORATORY SUPP/EQUIP	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	16-17	224.55	

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						12/13/2016	0000063543	PASCO SCIENTIFIC							224.55	
12/13/16	0000063544	A		12/13/2016	BATTERY SYSTEMS	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	16-17	97.69	
						12/13/2016	0000063544	BATTERY SYSTEMS							97.69	
12/13/16	0000063545	A		12/13/2016	LIBERTY PAPER	MISCELLANEOUS	Publications	01.0	00000.0	00000	02210	4550	6893000	16-17	7,412.00	
						12/13/2016	0000063545	LIBERTY PAPER							7,412.00	
12/13/16	0000063546	C		12/13/2016	COMMUNITY COLLEGE PUBLIC	ADVERTISING	Community Relations	01.0	00000.0	00000	03600	5830	6710000	16-17	400.00	
						12/13/2016	0000063546	COMMUNITY COLLEGE PUBLIC RELATIONS ORGAN							400.00	
12/13/16	0000063547	A		12/13/2016	TCB PRINTING	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	31.61	
						12/13/2016	0000063547	TCB PRINTING							31.61	
12/13/16	0000063548	A		12/13/2016	HILLYARD FLOOR CARE SUPPLY	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	6460	6460000	16-17	1,059.30	
						12/13/2016	0000063548	HILLYARD FLOOR CARE SUPPLY							1,059.30	
12/14/16	0000063549	A		12/14/2016	MCMASTER CARR SUPPLY CO.	NON-INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4550	0951000	16-17	189.88	
						12/14/2016	0000063549	MCMASTER CARR SUPPLY CO.							189.88	
12/14/16	0000063550	A		12/14/2016	OPUS USA INC	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5630	0960000	16-17	2,273.69	
						12/14/2016	0000063550	OPUS USA INC							2,273.69	
12/14/16	0000063551	A		12/14/2016	OPUS USA INC	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5610	0960000	16-17	3,091.24	
						12/14/2016	0000063551	OPUS USA INC							3,091.24	
12/14/16	0000063552	A		12/14/2016	OPUS USA INC	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	5610	0960000	16-17	2,832.64	
							District	01.0	00000.0	00000	00000	9330	0000000	16-17	2,832.64	

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						12/14/2016	0000063552	OPUS USA INC								5,665.28
12/14/16	0000063553	A		12/14/2016	ON TRACK	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	4320	0813000	16-17	7,007.10	
						12/14/2016	0000063553	ON TRACK								7,007.10
12/15/16	0000063554	A		12/15/2016	DUNKEL BROS MACHINERY MOVING	CONTRACTED SERVICES	Division Office	01.0	00000.0	00000	02600	5810	0951000	16-17	3,675.00	
						MISCELLANEOUS		01.0	00000.0	00000	02600	5810	0951000	16-17	-500.00	
						12/15/2016	0000063554	DUNKEL BROS MACHINERY MOVING								3,175.00
12/15/16	0000063555	C		12/15/2016	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	324.57	
						12/15/2016	0000063555	DANA ON MISSION BAY, THE								324.57
12/15/16	0000063556	C		12/15/2016	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	324.57	
						12/15/2016	0000063556	DANA ON MISSION BAY, THE								324.57
12/15/16	0000063557	C		12/21/2016	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	324.57	
						12/15/2016	0000063557	DANA ON MISSION BAY, THE								324.57
12/15/16	0000063558	C		12/15/2016	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	324.57	
						12/15/2016	0000063558	DANA ON MISSION BAY, THE								324.57
12/15/16	0000063559	C		12/15/2016	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72001	5210	6190000	16-17	324.57	
						12/15/2016	0000063559	DANA ON MISSION BAY, THE								324.57
12/15/16	0000063560	P		12/15/2016	INTERCONNECTING AUTOMATION, INC.	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	4320	0900000	16-17	129.00	
						12/15/2016	0000063560	INTERCONNECTING AUTOMATION, INC.								129.00

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			Ord#	Date												
12/15/16	0000063561	A		12/15/2016	FRANTONE'S PIZZA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	400.00	
				12/15/2016			0000063561				FRANTONE'S PIZZA					400.00
12/15/16	0000063562	A		12/16/2016	RAN GRAPHICS	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	255.80	
				12/15/2016			0000063562				RAN GRAPHICS					255.80
12/15/16	0000063563	A		12/16/2016	SIGN PLUS	ADVERTISING	Oth Instr Sup Services	01.0	00000.0	00000	02520	5830	6190000	16-17	572.25	
				12/15/2016			0000063563				SIGN PLUS					572.25
12/15/16	0000063564	A		12/16/2016	VERNIER SOFTWARE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	77671	4550	6190000	16-17	6,293.66	
				12/15/2016			0000063564				VERNIER SOFTWARE					6,293.66
12/15/16	0000063565	C		12/15/2016	QLESS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5810	6460000	16-17	29,588.00	
				12/15/2016			0000063565				QLESS					29,588.00
12/15/16	0000063566	A		12/16/2016	RAN GRAPHICS	PRINTING SERVICES	Foster Care	01.3	00000.0	00000	75900	4550	1305700	16-17	887.64	
				12/15/2016			0000063566				RAN GRAPHICS					887.64
12/15/16	0000063567	C		12/15/2016	HEUG	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	16-17	1,095.00	
				12/15/2016			0000063567				HEUG					1,095.00
12/15/16	0000063568	A		12/16/2016	AMERICAN COUNCIL ON EDUCATION	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	2,100.00	
				12/15/2016			0000063568				AMERICAN COUNCIL ON EDUCATION					2,100.00
12/15/16	0000063569	C		12/16/2016	HYATT REGENCY	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	248.88	
				12/15/2016			0000063569				HYATT REGENCY					248.88

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			Ord#	Date												
12/15/16	0000063570	C		12/16/2016	HYATT REGENCY	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	16-17	248.88	
						12/15/2016	0000063570									248.88
<hr/>																
12/15/16	0000063571	C		12/16/2016	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	2,685.00	
						12/15/2016	0000063571									2,685.00
<hr/>																
12/15/16	0000063572	C		12/16/2016	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	862.00	
						12/15/2016	0000063572									862.00
<hr/>																
12/15/16	0000063573	C		12/16/2016	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	16,674.00	
						12/15/2016	0000063573									16,674.00
<hr/>																
12/15/16	0000063574	C		12/16/2016	HARLAND TECHNOLOGY	MAINTENANCE AGREEMENTS	Instructional Office	01.0	00000.0	00000	02100	5630	6016000	16-17	7,712.00	
						12/15/2016	0000063574									7,712.00
<hr/>																
12/15/16	0000063575	C		12/16/2016	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	4,706.00	
						12/15/2016	0000063575									4,706.00
<hr/>																
12/15/16	0000063576	C		12/16/2016	COMMUNITY COLLEGE LIBRARY	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	16-17	25,514.36	
						12/15/2016	0000063576									25,514.36
<hr/>																
12/15/16	0000063577	A		12/16/2016	COMMUNITY COLLEGE LEAGUE of	MISCELLANEOUS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	9,836.24	
						12/15/2016	0000063577									9,836.24
<hr/>																
12/15/16	0000063578	A		12/16/2016	SAV-ON-SIGNS	SIGNS	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	4,301.80	
						12/15/2016	0000063578									4,301.80

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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
12/15/16	0000063579	C		12/16/2016	COUNTY OF LOS ANGELES	MISCELLANEOUS	CulinaryArtsChef ,Catering,Food	01.0	00000.0	00000	02530	5882	1306300	16-17	225.00	
				12/15/2016			0000063579									225.00
12/15/16	0000063580	A		12/16/2016	H2 ENVIRONMENTAL	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	8,550.00	
				12/15/2016			0000063580									8,550.00
12/15/16	0000063581	A		12/16/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPP/EQUIP	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	474.83	
				12/15/2016			0000063581									474.83
12/15/16	0000063582	C		12/15/2016	YORKE, CARLA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	72.40	
				12/15/2016			0000063582									72.40
12/16/16	0000063583	A		12/16/2016	TCB PRINTING	MISCELLANEOUS	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	16-17	31.61	
				12/16/2016			0000063583									31.61
12/16/16	0000063584	C		12/16/2016	PARAMOUNT CHAMBER OF	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	16-17	163.00	
				12/16/2016			0000063584									163.00
12/16/16	0000063585	C		12/16/2016	MGM GRAND HOTEL & CASINO	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	16-17	1,114.40	
				12/16/2016			0000063585									1,114.40
12/16/16	0000063586	P		12/16/2016	AMERICAN EXPRESS TRAVEL	CONFERENCE AND TRAVEL	Admissions	01.0	00000.0	00000	03800	5210	6225000	16-17	564.00	
				12/16/2016			0000063586									564.00
12/16/16	0000063587	A		12/16/2016	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Warehouse	01.0	00000.0	00000	04300	4510	6723000	16-17	43.60	
				12/16/2016			0000063587									43.60

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12/16/16	0000063588	A		12/16/2016	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	16-17	5,678.47	
						12/16/2016	0000063588									5,678.47
12/16/16	0000063589	C		12/16/2016	WARD, DAVID	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	486.73	
						12/16/2016	0000063589									486.73
12/16/16	0000063590	C		12/16/2016	CROTHER, RICHARD	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	369.52	
						12/16/2016	0000063590									369.52
12/16/16	0000063591	C		12/16/2016	WALTON ETTA	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	183.60	
						12/16/2016	0000063591									183.60
12/16/16	0000063592	C		12/16/2016	LOCK, BRADLEY	DRAMA SUPP/EQUIP	Theater	01.0	00000.0	00000	02520	4320	1055000	16-17	119.28	
						12/16/2016	0000063592									119.28
12/16/16	0000063593	C		12/16/2016	FERNANDEZ, CHRISTINA	REIMBURSEMENT	Photography	01.0	00000.0	00100	02520	4325	1063000	16-17	204.36	
						12/16/2016	0000063593									204.36
12/16/16	0000063594	C		12/16/2016	TERAN, SERGIO	REIMBURSEMENT	Arts	01.0	00000.0	00000	02520	4320	1052000	16-17	39.11	
						12/16/2016	0000063594									39.11
12/16/16	0000063595	C		12/16/2016	RODGER'S CATERING	FOOD PRODUCTS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	154.65	
						12/16/2016	0000063595									154.65
12/16/16	0000063596	C		12/16/2016	SAN GABRIEL VALLEY	CONFERENCE AND TRAVEL	Purchasing	01.0	00000.0	00000	04300	5210	6722000	16-17	25.00	
						12/16/2016	0000063596									25.00
12/16/16	0000063597	A		12/16/2016	FISHER SCIENTIFIC	LABORATORY SUPP/EQUIP	Physical Sciences	01.3	00000.0	00000	71600	6450	1951000	16-17	6,003.18	

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						12/16/2016	0000063597	FISHER SCIENTIFIC								6,003.18
12/16/16	0000063598	A		12/16/2016	GST INC	PRINTING SUPP/EQUIP	Oth Instr Sup Services	01.3	00000.0	00000	70200	6460	6190000	16-17	2,041.18	
						12/16/2016	0000063598	GST INC								2,041.18
12/16/16	0000063599	C		12/16/2016	CARRILLO, ROSA	MISCELLANEOUS	Counseling-Guid ance	01.0	00000.0	00100	03400	4550	6310000	16-17	149.08	
						12/16/2016	0000063599	CARRILLO, ROSA								149.08
12/16/16	0000063600	A		12/16/2016	EDGEWOOD PRESS INC.	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	4550	6016000	16-17	1,030.55	
						12/16/2016	0000063600	EDGEWOOD PRESS INC.								1,030.55
12/19/16	0000063601	C		12/19/2016	SCR TTC	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	77330	5310	6190000	16-17	500.00	
						12/19/2016	0000063601	SCR TTC								500.00
12/19/16	0000063602	C		12/20/2016	AUTOMOTIVE SERVICE COUNCILS	MEMBERSHIPS	Oth Instr Sup Services	01.3	00000.0	00000	77330	5310	6190000	16-17	50.00	
						12/19/2016	0000063602	AUTOMOTIVE SERVICE COUNCILS OF CALIF								50.00
12/19/16	0000063603	A		12/20/2016	STOTZ EQUIPMENT	REPAIRS - OTHER	Grounds Maintenance-Re	01.0	00000.0	00000	04400	5640	6550000	16-17	5,385.28	
						12/19/2016	0000063603	STOTZ EQUIPMENT								5,385.28
12/19/16	0000063604	A		12/20/2016	H2 ENVIRONMENTAL	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65059	6120	7100000	16-17	3,350.00	
						12/19/2016	0000063604	H2 ENVIRONMENTAL								3,350.00
12/19/16	0000063605	A		12/19/2016	LAGUNA CLAY COMPANY	ART SUPP/EQUIP	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	403.85	
						12/19/2016	0000063605	LAGUNA CLAY COMPANY								403.85
12/19/16	0000063606	A		12/20/2016	CONCORDANCE HEALTHCARE	INSTRUCTIONAL SUPPLIES	Pharmacy Technician	01.0	00000.0	00000	02530	4325	1221000	16-17	800.09	

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						12/19/2016	0000063606	CONCORDANCE HEALTHCARE SOLUTIONS								800.09
12/19/16	0000063607	A		12/20/2016	RAN GRAPHICS	ADVERTISING	Cafeteria	39.4	00000.0	00000	02710	5830	6941000	16-17	243.90	
						12/19/2016	0000063607	RAN GRAPHICS								243.90
12/19/16	0000063608	A		12/20/2016	GST INC	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	6460	6720000	16-17	1,744.45	
						12/19/2016	0000063608	GST INC								1,744.45
12/19/16	0000063609	A		12/20/2016	PRO-SECURITY, INC.	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64045	6120	7100000	16-17	5,850.00	
						12/19/2016	0000063609	PRO-SECURITY, INC.								5,850.00
12/19/16	0000063610	A		12/19/2016	AZTEC SOFTWARE	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72001	4550	6190000	16-17	1,080.00	
						12/19/2016	0000063610	AZTEC SOFTWARE								1,080.00
12/19/16	0000063611	C		12/20/2016	CARRILLO, ROSA	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	4550	6300000	16-17	656.96	
						12/19/2016	0000063611	CARRILLO, ROSA								656.96
12/19/16	0000063612	A		12/19/2016	FLINN SCIENTIFIC INC	LABORATORY SUPP/EQUIP	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	16-17	1,244.78	
						12/19/2016	0000063612	FLINN SCIENTIFIC INC								1,244.78
12/19/16	0000063613	A	1	12/20/2016	CYNMAR CORPORATION	LABORATORY SUPP/EQUIP	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	16-17	363.03	
						12/19/2016	0000063613	CYNMAR CORPORATION								363.03
12/19/16	0000063614	C		12/20/2016	ASSOCIATION OF COUNSELING	MEMBERSHIPS	Health Services	69.0	00000.0	00000	03310	5310	6440000	16-17	400.00	
						12/19/2016	0000063614	ASSOCIATION OF COUNSELING CENTER TRAININ								400.00
12/19/16	0000063615	A		12/19/2016	TCB PRINTING	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	16-17	31.61	

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						12/19/2016	0000063615	TCB PRINTING								31.61
12/19/16	0000063616	A		12/20/2016	BARTLOW'S MICROSCOPE AND	REPAIRS - OFFICE EQUIPMENT	Health Services	69.0	00000.0	00000	03310	5640	6440000	16-17	690.00	
						12/19/2016	0000063616	BARTLOW'S MICROSCOPE AND MEDICAL								690.00
12/19/16	0000063617	C		12/20/2016	CARRILLO, ROSA	MISCELLANEOUS	Counseling-Guid ance	01.0	00000.0	00100	03400	4550	6310000	16-17	279.17	
						12/19/2016	0000063617	CARRILLO, ROSA								279.17
12/19/16	0000063618	A		12/21/2016	BSN SPORTS	MISCELLANEOUS	Physical Education	01.3	00000.0	00000	71600	6450	0806000	16-17	570.00	
						12/19/2016	0000063618	BSN SPORTS								570.00
12/19/16	0000063619	P		12/19/2016	BANK OF AMERICA	MISCELLANEOUS	Education, General	01.0	00000.0	00000	02560	4320	0801000	16-17	67.00	
						12/19/2016	0000063619	BANK OF AMERICA								67.00
12/19/16	0000063620	C		12/19/2016	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Instructional Office	39.1	00000.0	00006	79850	5210	6016000	16-17	50.00	
						12/19/2016	0000063620	CHABOT-LAS POSITAS COMMUNITY COLLEGE DIS								50.00
12/19/16	0000063621	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	840.00	
						12/19/2016	0000063621	COMMUNITY COLLEGE LEAGUE of CALIFORNIA								840.00
12/19/16	0000063622	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00500	01100	5210	6005000	16-17	425.00	
						12/19/2016	0000063622	COMMUNITY COLLEGE LEAGUE of CALIFORNIA								425.00
12/19/16	0000063623	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01900	01100	5210	6005000	16-17	840.00	
						12/19/2016	0000063623	COMMUNITY COLLEGE LEAGUE of CALIFORNIA								840.00
12/19/16	0000063624	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	16-17	840.00	

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						12/19/2016	0000063624	COMMUNITY COLLEGE LEAGUE of CALIFORNIA							840.00	
12/19/16	0000063625	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	16-17	840.00	
						12/19/2016	0000063625	COMMUNITY COLLEGE LEAGUE of CALIFORNIA							840.00	
12/19/16	0000063626	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	415.00	
						12/19/2016	0000063626	COMMUNITY COLLEGE LEAGUE of CALIFORNIA							415.00	
12/19/16	0000063627	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	415.00	
						12/19/2016	0000063627	COMMUNITY COLLEGE LEAGUE of CALIFORNIA							415.00	
12/19/16	0000063628	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	415.00	
						12/19/2016	0000063628	COMMUNITY COLLEGE LEAGUE of CALIFORNIA							415.00	
12/19/16	0000063629	C		12/19/2016	COMMUNITY COLLEGE LEAGUE of	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	16-17	415.00	
						12/19/2016	0000063629	COMMUNITY COLLEGE LEAGUE of CALIFORNIA							415.00	
12/19/16	0000063630	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	16-17	380.82	
						12/19/2016	0000063630	SHERATON HOTEL & RESORTS							380.82	
12/19/16	0000063631	A		12/19/2016	CASAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72000	5210	6190000	16-17	1,670.00	
						12/19/2016	0000063631	CASAS							1,670.00	
12/19/16	0000063632	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	571.23	
						12/19/2016	0000063632	SHERATON HOTEL & RESORTS							571.23	
12/19/16	0000063633	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	00500	01100	5210	6005000	16-17	380.82	

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						12/19/2016	0000063633			SHERATON HOTEL & RESORTS						380.82
12/19/16	0000063634	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01900	01100	5210	6005000	16-17	571.23	
						12/19/2016	0000063634			SHERATON HOTEL & RESORTS						571.23
12/19/16	0000063635	C		12/20/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	16-17	380.82	
						12/19/2016	0000063635			SHERATON HOTEL & RESORTS						380.82
12/19/16	0000063636	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01200	01100	5210	6005000	16-17	380.82	
						12/19/2016	0000063636			SHERATON HOTEL & RESORTS						380.82
12/19/16	0000063637	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02000	01100	5210	6005000	16-17	571.23	
						12/19/2016	0000063637			SHERATON HOTEL & RESORTS						571.23
12/19/16	0000063638	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	380.82	
						12/19/2016	0000063638			SHERATON HOTEL & RESORTS						380.82
12/19/16	0000063639	C		12/19/2016	SHERATON HOTEL & RESORTS	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	380.82	
						12/19/2016	0000063639			SHERATON HOTEL & RESORTS						380.82
12/19/16	0000063640	A		12/19/2016	DONALDSON COMPANY, INC.	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00100	02600	4325	0986000	16-17	642.01	
						12/19/2016	0000063640			DONALDSON COMPANY, INC.						642.01
12/19/16	0000063641	A		12/28/2016	AMERICA'S SOFTWARE	SOFTWARE	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6310	0900000	16-17	995.00	
						12/19/2016	0000063641			AMERICA'S SOFTWARE CORPORATION						995.00
12/19/16	0000063642	A		12/20/2016	SAMUEL WARREN & ASSOCIATES INT'L	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	04300	70200	5810	6190000	16-17	250.00	

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				12/19/2016			0000063642		SAMUEL WARREN & ASSOCIATES INT'L CASTING							250.00
12/19/16	0000063643	A		12/19/2016	CENGAGE LEARNING	BOOKS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	681.75	
				12/19/2016			0000063643		CENGAGE LEARNING							681.75
12/19/16	0000063644	A		12/19/2016	POCKET NURSE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	16-17	258.89	
				12/19/2016			0000063644		POCKET NURSE							258.89
12/19/16	0000063645	A		12/19/2016	PEARSON ED	BOOKS	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	16-17	278.33	
				12/19/2016			0000063645		PEARSON ED							278.33
12/19/16	0000063646	A		12/19/2016	RAN GRAPHICS	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	4550	6460000	16-17	133.90	
				12/19/2016			0000063646		RAN GRAPHICS							133.90
12/19/16	0000063647	A		12/20/2016	FRANTONE'S PIZZA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	16-17	62.69	
				12/19/2016			0000063647		FRANTONE'S PIZZA							62.69
12/19/16	0000063648	A		12/20/2016	RODGER'S CATERING	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	16-17	61.31	
				12/19/2016			0000063648		RODGER'S CATERING							61.31
12/19/16	0000063649	C		12/20/2016	RAMIREZ, YESENIA	OPEN1	Oth Instr Sup Services	01.3	00000.0	03300	72600	4550	6190000	16-17	56.00	
				12/19/2016			0000063649		RAMIREZ, YESENIA							56.00
12/19/16	0000063650	C		12/20/2016	HAMPTON INN & SUITES	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	01000	71646	5210	6190000	16-17	291.54	
				12/19/2016			0000063650		HAMPTON INN & SUITES							291.54
12/20/16	0000063651	A		12/20/2016	AUTOMATION DIRECT	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	116.36	

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						12/20/2016	0000063651				AUTOMATION DIRECT					116.36
12/20/16	0000063652	A		12/20/2016	UNITED SITE SERVICES OF	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	31,209.14	
						12/20/2016	0000063652				UNITED SITE SERVICES OF CALIFORNIA, INC.					31,209.14
12/20/16	0000063653	A		12/20/2016	SIMPLEX GRINNELL LP	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	795.00	
						12/20/2016	0000063653				SIMPLEX GRINNELL LP					795.00
12/20/16	0000063654	A		12/20/2016	PETERSON'S TREE WORKS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	1,300.00	
						12/20/2016	0000063654				PETERSON'S TREE WORKS					1,300.00
12/20/16	0000063655	A		12/20/2016	TURF STAR INCORPORATED	LANDSCAPE/GARDENING SUPP/EQUIP	Grounds Maintenance-Re	01.0	00000.0	00000	04400	6420	6550000	16-17	25,373.38	
						12/20/2016	0000063655				TURF STAR INCORPORATED					25,373.38
12/20/16	0000063656	A		12/20/2016	SIMPLEX GRINNELL LP	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	16-17	584.09	
						12/20/2016	0000063656				SIMPLEX GRINNELL LP					584.09
12/20/16	0000063657	C		12/20/2016	BRANSON'S TOWING	MISCELLANEOUS	Parking	39.5	00000.0	00000	79800	4550	6950000	16-17	45.00	
						12/20/2016	0000063657				BRANSON'S TOWING					45.00
12/20/16	0000063658	C		12/20/2016	VENTEK INTERNATIONAL	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	5640	6950000	16-17	1,012.58	
						12/20/2016	0000063658				VENTEK INTERNATIONAL					1,012.58
12/20/16	0000063659	A		12/20/2016	PHYTORION, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	16-17	2,738.88	
						12/20/2016	0000063659				PHYTORION, INC.					2,738.88
12/20/16	0000063660	P		12/20/2016	AMAZON	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	446.41	

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						12/20/2016	0000063660	AMAZON								446.41
12/20/16	0000063661	A		12/21/2016	CASAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72000	5210	6190000	16-17	3,960.00	
						12/20/2016	0000063661	CASAS								3,960.00
12/20/16	0000063662	P		12/20/2016	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	16-17	168.64	
						12/20/2016	0000063662	AMAZON								168.64
12/20/16	0000063663	C		12/20/2016	TOTAL RECALL CAPTIONING, INC.	CONTRACT SERVICES RENDERED	Human Resources	01.0	00000.0	09000	05100	5810	6730000	16-17	1,120.00	
						12/20/2016	0000063663	TOTAL RECALL CAPTIONING, INC.								1,120.00
12/20/16	0000063664	C		12/20/2016	SURVEYMONKEY.COM	SOFTWARE	Human Resources	01.0	00000.0	00000	05100	5810	6730000	16-17	300.00	
						12/20/2016	0000063664	SURVEYMONKEY.COM								300.00
12/20/16	0000063665	A		12/20/2016	MEJIA, JENNY	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	16-17	72.50	
						12/20/2016	0000063665	MEJIA, JENNY								72.50
12/20/16	0000063666	C		12/20/2016	HEUG	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71100	5210	6460000	16-17	1,095.00	
						12/20/2016	0000063666	HEUG								1,095.00
12/21/16	0000063667	A		12/21/2016	SHIMAZU, CHERYL	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	16-17	2,000.00	
						12/21/2016	0000063667	SHIMAZU, CHERYL								2,000.00
12/21/16	0000063668	P		12/21/2016	PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	Eng and Rel Tech (Ind Tech)	01.3	00000.0	01000	71646	4320	0900000	16-17	60.50	
						12/21/2016	0000063668	PROJECT LEAD THE WAY								60.50
12/21/16	0000063669	A		12/21/2016	MATCO TOOLS	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	16-17	228.86	

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* Prior Year Payments

Report ID: LAPO009C

Board List Purchase Order Report

Page No. 31

District: 64360

CERRITOS COLLEGE

Run Date: 12/31/2016

Run Time: 12:16:18AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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

WEEKLY

PO Date	PO #	Stat	Change Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						12/21/2016	0000063669	MATCO TOOLS							228.86	
12/21/16	0000063670	A		12/21/2016	INDUSTRIAL PIPE AND STEEL CO	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	683.25	
						12/21/2016	0000063670	INDUSTRIAL PIPE AND STEEL CO							683.25	
12/21/16	0000063671	A		12/21/2016	MCMaster CARR SUPPLY CO.	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	214.71	
						12/21/2016	0000063671	MCMaster CARR SUPPLY CO.							214.71	
12/21/16	0000063672	A		12/21/2016	HARBOR FREIGHT TOOL	MISCELLANEOUS	Automotive	01.0	00000.0	00100	02600	4325	0960000	16-17	412.39	
						12/21/2016	0000063672	HARBOR FREIGHT TOOL							412.39	
12/21/16	0000063673	A		12/21/2016	CCCCSSAA	CONFERENCE AND TRAVEL	Student Personnel	01.0	00000.0	00000	03100	5210	6450000	16-17	495.00	
						12/21/2016	0000063673	CCCCSSAA							495.00	
12/27/16	0000063674	A		12/27/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Community Relations	01.0	00000.0	00000	03600	5210	6710000	16-17	147.68	
						12/27/2016	0000063674	BANK OF AMERICA							147.68	
12/27/16	0000063675	A		12/27/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	16-17	195.68	
							Board of Trustees	01.0	00000.0	00200	01100	5210	6005000	16-17	147.68	
								01.0	00000.0	00500	01100	5210	6005000	16-17	147.68	
								01.0	00000.0	02100	01100	5210	6005000	16-17	147.68	
						12/27/2016	0000063675	BANK OF AMERICA							638.72	
12/27/16	0000063676	A		12/27/2016	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	16-17	140.20	
								01.0	00000.0	01900	01100	5210	6005000	16-17	143.20	
						12/27/2016	0000063676	BANK OF AMERICA							283.40	

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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
12/28/16	0000063677	P		12/28/2016	GST INC	COMPUTER SUPP/EQUIP	Library	01.0	00000.0	00000	02220	4550	6120000	16-17	183.00	
				12/28/2016			0000063677			GST INC						183.00
12/28/16	0000063678	P		12/28/2016	PETERSON'S TREE WORKS	CONTRACTED SERVICES	Grounds Maintenance-Re	41.0	00000.0	00000	71016	5810	6550000	16-17	6,800.00	
				12/28/2016			0000063678			PETERSON'S TREE WORKS						6,800.00
12/28/16	0000063679	P		12/28/2016	SOUTHERN CALIFORNIA COMM	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	88,547.00	
				12/28/2016			0000063679			SOUTHERN CALIFORNIA COMM COLLEGE DISTRIC						88,547.00
12/28/16	0000063680	P		12/28/2016	DIVISION OF THE STATE ARCHITECTS	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65035	6120	7100000	16-17	500.00	
				12/28/2016			0000063680			DIVISION OF THE STATE ARCHITECTS						500.00
12/28/16	0000063681	P		12/28/2016	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.1	00000.0	00000	65035	6130	7100000	16-17	24,250.00	
				12/28/2016			0000063681			DIVISION OF THE STATE ARCHITECTS						24,250.00
12/28/16	0000063682	P		12/28/2016	ROWMAN & LITTLEFIELD	BOOKS	Library	01.0	00000.0	00000	02220	6320	6120000	16-17	180.00	
				12/28/2016			0000063682			ROWMAN & LITTLEFIELD PUBLISHING GROUP						180.00
12/28/16	0000063683	P		12/28/2016	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00100	04100	5420	6720000	16-17	1,308.00	
				12/28/2016			0000063683			KEENAN & ASSOCIATES						1,308.00
12/28/16	0000063684	P		12/28/2016	AMERICAN FIDELITY ADMINISTRATIVE	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	16-17	1,444.80	
				12/28/2016			0000063684			AMERICAN FIDELITY ADMINISTRATIVE SERVICE						1,444.80
12/28/16	0000063685	P		12/28/2016	ALLISON MECHANICAL, INC.	HEATING SUPP/EQUIP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	16-17	293.86	
				12/28/2016			0000063685			ALLISON MECHANICAL, INC.						293.86

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CERRITOS COLLEGE

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Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

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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
12/28/16	0000063686	P		12/28/2016	FAST DEER BUS CHARTER, INC.	CONTRACTED SERVICES	Education, General	01.0	00000.0	00000	04400	5810	0801000	16-17	14,604.41	
				12/28/2016			0000063686				FAST DEER BUS CHARTER, INC.					14,604.41
12/21/16	14C0035B	A		12/21/2016	SCRIBA CORPORATION	CONTRACTED SERVICES	Course-Curriculum Development	39.1	00000.0	00000	79860	5810	6020000	16-17	60,000.00	
				12/21/2016			14C0035B				SCRIBA CORPORATION					60,000.00
12/07/16	15C0004A	A		12/07/2016	INNOVATIVE EDUCATORS	MISCELLANEOUS	iFalcon	01.3	00000.0	00000	73460	5810	6194000	16-17	19,995.00	
				12/07/2016			15C0004A				INNOVATIVE EDUCATORS					19,995.00
12/09/16	16C0070	A		12/09/2016	ROMAN, LORI	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	300.00	
				12/09/2016			16C0070				ROMAN, LORI					300.00
12/09/16	16C0073	A		12/09/2016	PEREZ, SONIA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	300.00	
				12/09/2016			16C0073				PEREZ, SONIA					300.00
12/09/16	16C0076	A		12/09/2016	ZAVALA, MONICA	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	16-17	300.00	
				12/09/2016			16C0076				ZAVALA, MONICA					300.00
12/16/16	16C0083	A		12/16/2016	NORWALK-LA MIRADA USD	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	70310	5810	6190000	16-17	500.00	
				12/16/2016			16C0083				NORWALK-LA MIRADA USD					500.00
12/20/16	16C0100	A		12/20/2016	NEW WORLD EDUCATION	CONTRACT CONSULTANTS	Other Physical Sciences	01.3	00000.0	03004	73460	5810	1999000	16-17	2,000.00	
				12/20/2016			16C0100				NEW WORLD EDUCATION					2,000.00
12/14/16	16C0109	A		12/14/2016	ELUMEN COLLABORATIVE	CONTRACTED SERVICES	Interdisciplinary Studies	01.3	00000.0	00000	71600	5630	4900000	16-17	19,731.00	
				12/14/2016			16C0109				ELUMEN COLLABORATIVE LLC					19,731.00

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※ Prior Year Payments

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CERRITOS COLLEGE

Run Date: 12/31/2016

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Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

FY: 16-17

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

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PO Date	PO #	Stat	Change		Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
			Ord#	Date												
12/05/16	16FC0015	A		12/05/2016	NPG, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65052	6130	7100000	16-17	18,750.00	
						12/05/2016	16FC0015									18,750.00
12/17/16	16FC0016	A		12/17/2016	EZ AUTOMATED SYSTEMS , INC	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	16-17	24,152.00	
						12/17/2016	16FC0016									24,152.00
12/13/16	16FC0020	A		12/13/2016	NPG, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6130	7100000	16-17	44,495.00	
						12/13/2016	16FC0020									44,495.00
12/01/16	16FC0023	A		12/01/2016	EBERHARD ROOFING	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65044	6130	7100000	16-17	44,862.00	
						12/01/2016	16FC0023									44,862.00
12/01/16	16FC0024	A		12/01/2016	PERLITE PLASTERING CO.,	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6130	7100000	16-17	22,700.00	
						12/01/2016	16FC0024									22,700.00
12/07/16	16FC0025	A		12/07/2016	INLAND BUILDING CONSTRUCTION CO.,	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6130	7100000	16-17	23,700.00	
						12/07/2016	16FC0025									23,700.00
12/17/16	16FC0028	A		12/17/2016	PACIFIC COAST CABLING, INC.	COMMUNICATION SUPP/EQUIP	Physical Property-Related	42.1	00000.0	00000	65050	6130	7100000	16-17	26,968.09	
						12/17/2016	16FC0028									26,968.09
12/01/16	16P002-01	A		12/01/2016	K.A.R. CONSTRUCTION	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6220	7100000	16-17	820,000.00	
						12/01/2016	16P002-01									820,000.00
12/01/16	16P002-02	A		12/01/2016	PIERRE LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65057	6220	7100000	16-17	226,731.00	
						12/01/2016	16P002-02									226,731.00

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CERRITOS COLLEGE

Run Date: 12/31/2016

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Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2016 To 06/30/2017

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

WEEKLY

PO Date	PO #	Stat	Change		Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
			Ord#	Date												
12/20/16	60728A	A	12/20/2016		GONLED	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	41.0	00000.0	00000	72920	5810	6510000	16-17	5,106.00	
			12/20/2016				60728A			GONLED						5,106.00
12/01/16	63248A	A	12/01/2016		DERMALOGICA	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	16-17	2,809.58	
			12/01/2016				63248A			DERMALOGICA						2,809.58
12/12/16	63249A	A	12/12/2016		RAN GRAPHICS	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	16-17	16.00	
			12/12/2016				63249A			RAN GRAPHICS						16.00
12/05/16	APO160419	A	12/06/2016		PYRAMED HEALTH SYSTEMS	MAINTENANCE SUPP/EQUIP	Health Services	69.0	00000.0	00000	03310	5810	6440000	16-17	1,500.00	
			12/05/2016				APO160419			PYRAMED HEALTH SYSTEMS						1,500.00
12/20/16	APO160420	A	12/20/2016		SMART & FINAL IRIS	OFFICE SUPPLIES	Human Resources	01.3	00000.0	07002	73460	4550	6730000	16-17	750.00	
			12/20/2016				APO160420			SMART & FINAL IRIS						750.00
12/21/16	C101127-69	A	12/21/2016		TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64068	6220	7100000	16-17	25,560.00	
			12/21/2016				C101127-69			TILDEN-COIL CONSTRUCTORS INC						25,560.00
12/21/16	C101127-70	A	12/21/2016		TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.0	00000.0	00000	64055	6220	7100000	16-17	24,140.00	
			12/21/2016				C101127-70			TILDEN-COIL CONSTRUCTORS INC						24,140.00
12/21/16	C101127-71	A	12/21/2016		TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6220	7100000	16-17	6,346.00	
			12/21/2016				C101127-71			TILDEN-COIL CONSTRUCTORS INC						6,346.00
12/21/16	C101127-72	A	12/21/2016		TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65010	6220	7100000	16-17	9,994.00	
			12/21/2016				C101127-72			TILDEN-COIL CONSTRUCTORS INC						9,994.00

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			Ord#	Date												
12/21/16	C101127-73	A	12/21/2016		TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65050	6220	7100000	16-17	21,971.00	
						12/21/2016	C101127-73									21,971.00
TILDEN-COIL CONSTRUCTORS INC																
12/21/16	C101127-74	A	12/21/2016		TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.1	00000.0	00000	65040	6120	7100000	16-17	4,450.00	
						12/21/2016	C101127-74									4,450.00
TILDEN-COIL CONSTRUCTORS INC																

Total by District : 64360	2,232,698.37	2,232,698.37
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End of Report LAPO009C

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 1, 2017**

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 Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2016-2017 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. Classified Employment

Custodian (Facilities), Classified Salary Schedule: Grade 23, Step 1 (\$3,341.00/month, includes 5% shift differential) effective date: XXX [Name to be provided on the Revision]

Custodian (Facilities), Classified Salary Schedule: Grade 23, Step 1 (\$3,341.00/month, includes 5% shift differential) effective date: XXX [Name to be provided on the Revision]

Public Affairs Specialist (Public Affairs), Classified Salary Schedule: Grade 38, Step 1 (\$4,496.00/month), effective: XXX [Name to be provided on the Revision]

II. 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, 2017, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Angel, Jocelyn*	DSPS	Instructional Aide II	\$13.30/hr (1)	01/18/17
Beltran, Antonio*	Liberal Arts	Interpreter I	\$20.25/hr	01/19/17
De Dios, Onica Lisette	Health Occupations	Instructional Aide I	\$10.50/hr (1)	01/18/17
Esparza Guerrero, Jose R.	HPEDA	Instructional Aide II	\$13.30/hr (1)	01/18/17
Garcia Pedrao, Sneider*	Technology	Instructional Aide II	\$13.30/hr (1)	01/18/17
Garcia, Jacqueline	EPP	Instructional Aide I	\$10.50/hr (1)	01/17/17
Lackie, Foster J.	Success Center	Instructional Aide II	\$13.30/hr (1)	01/18/17
Moreno, Jesselyn Veronica*	Financial Aid	Instructional Aide II	\$13.30/hr	01/18/17
Patel, Nancy R	Student Activities	Student Activities Clerk	\$10.50/hr	01/17/17
Ramirez Renteria, Trixie L*	Financial Aid	Instructional Aide II	\$13.30/hr	01/17/17
Roh, Tae Hoon*	CalWORKs	Instructional Aide II	\$13.30/hr (1)	01/12/17
Serrano De Lorenzo, Maria*	Child Development Center	CDC Substitute Teacher	\$20.99/hr	01/17/17
Simpson, Scott A*	Veteran's Center	Recreational Activity Specialist	\$14.18/hr	01/18/17
Vasquez, Oscar	Campus Police	Police Cadet	\$10.50/hr	12/13/16

* 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 2016-2017 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 2016-2017 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 2016-2017 Academic Year

FACULTY: TEMPORARY PART-TIME 2016-2017 ACADEMIC YEAR

I. BUSINESS EDUCATION, HUMANITIES, SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Baudot, Leon	RE	Real Estate	2BM	64.43
Cherry, Martha	NH	Real Estate	1AB	58.96
Hittesdorf, Benedict	NH	Administration of Justice	1AM	61.03
Merino-Hernandez, Humberto	NH	Political Science	1AM	61.03
Morales, Xochitl	NH	Education	1AM	61.03
Putcha, Anila	NH	Psychology	1AD	63.16
Tadeja, Chester	NH	Education	1AD	63.16

II. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Lopez, Rosalie	NH	Art	1AM	61.03

III. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Pritchard, Catherine	NH	Nursing	1AB	58.96

IV. LIBERAL ARTS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Moran, Jose	NH	Spanish	1AM	61.03
Navarro, Adam	NH	Speech	1AM	61.03
Zamora, Silvia	NH	Spanish	1AM	61.03

V. SCIENCE, ENGINEERING, MATHEMATICS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Afrasiabi, Javid	NH	Physical Science	1AD	63.16
Elgindi, Isaac	RE	Mathematics	2AM	64.43

* 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

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
October 24, 2016

PRESENT: Dr. Jose Fierro
Dr. Stephen Johnson
Ali Delawalla
Harry Joel
Dr. Renée DeLong
Michelle Lewellen
Dr. Solomon Namala
Armando Soto
April Griffin
Lynn Laughon
David Ward
Julie Mun

ABSENT: Rick Miranda
Miriam Tolson
Saul Lopez-Pulido

GUEST(s): Stephanie Rosenblatt
Donna Sheibe

I. MEETING CALLED TO ORDER

Dr. Fierro called the meeting to order at 2:04 p.m.

II. PUBLIC COMMENTS

None

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Information regarding all employment opportunities is posted on the Human Resources webpage.

Employment Opportunities

Library Technical Clerk

Closing Date

11/14/16

IV. APPROVAL OF MINUTES – October 10, 2016

It was moved by Dr. Johnson and seconded by Mr. Joel to approve the October 10 minutes. The vote for approval was 8-0-2; Ms. Laughon and Mr. Soto abstained. Mr. Delawalla and Mr. Ward were not present for the vote.

V. BOARD AGENDA – November 2, 2016

The committee reviewed the draft November 2 Board Agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

DEEOAC

Ms. Sheibe distributed the attached September 13 and October 11 meeting agendas and minutes. She also distributed the attached Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form for fiscal year 2015-16. She stated that the form required districts to identify which methods they used to support diversity efforts. Ms. Sheibe stated that the Chancellor's Office awarded the college \$50,000 in funding to support efforts for fiscal year 2016-17. The DEEOAC appointed a subcommittee to create a

universal form for the campus community to request use of available funds. The form will be finalized soon and distributed in spring.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

Instructional Program Review

Ms. Rosenblatt distributed the attached committee update, October 4 meeting minutes, attendance sheet, and October 18 Program Review Advisory Committee agenda. She stated that Angie Conley also serves as a co-chairperson. Business Communications – Office Technologies is the first program undergoing review this year and the visitation date is scheduled for November 1. She stated that the other programs scheduled for review this year include Administration of Justice, Speech/Language Pathology, Automotive Repair, Music, Chemistry, English, Teacher TRAC, Auto Collision, Adult Education, and Business Administration/Real Estate. The committee is also working on revising the Instructional Program Review Handbook in consultation with IERP and other committees. Ms. Rosenblatt also stated that the programs had one-on-one consultations with data analysts and were given narrative summaries which included identification of trends. The committee will assess whether the additional help affects the self-study reports.

VIII. STATUS OF SHARED GOVERNANCE

Proposed New Board Policy and Administrative Procedure 7345 – Catastrophic Illness Leave Program

Mr. Joel stated that the attached drafts were updated to reflect recommendations made by the committee at its September 26 meeting. The drafts were also thoroughly reviewed by personnel in the Office of Human Resource Services. The language was updated to comply with requirements set forth in Education Code.

The committee reached consensus to forward the drafts to the Board of Trustees for approval.

Coordinating Committee Goals

Dr. Fierro stated that the committee was asked to review the Shared Governance Evaluation survey results and the Coordinating Committee purposes to develop draft goals and be prepared for further discussion today. He stated that we need to respond to the feedback from the survey in regards to improving effective communication. Members should be proactive in sharing and disseminating information reviewed and discussed during Coordinating Committee meetings as well as other committee meetings. Even though information may be posted online, not everybody knows where to navigate or do not make an effort to find it.

The committee held extensive discussion in regards to reasons for poor meeting attendance, how constituent group leaders monitor their representatives' meeting attendance, sharing Coordinating Committee updates with other groups, the difference between lack of communication and the *perception* of lack of communication, how the same message can be interpreted differently by different people, increasing access to and awareness of communication, the importance of keeping webpages updated with current news, supplementing new employee orientations with an explanation of shared governance, closing the loop and ensuring that decisions are shared with the campus, and mixed expectations within the campus community.

Dr. Fierro stated that he would include a monthly update from the Coordinating Committee to his regular Executive Council email updates to the campus, and include a monthly update from Executive Council in his regular report to the Coordinating Committee.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Ms. Lewellen stated that Cable Green will be on campus Friday, October 28 for the Student Success Conference.

X. PRESIDENT'S REPORT

Dr. Fierro stated that recommendations for the Vice President, Business Services and Vice President, Human Resources positions will be forwarded to the board to consider at its November 2 meeting. The search process for the Vice President, Academic Affairs position will commence soon. Dr. Fierro also reminded the committee that Election Day is scheduled for Tuesday, November 8.

XI. ADJOURNMENT

Meeting adjourned at 3:04 p.m.



Cerritos College

Diversity and Equal Employment Opportunity Advisory Committee

Meeting Agenda

Human Resources Conference Room

September 13, 2016

10:00 am – 11:00 am

1. Welcome
2. Minutes – June 9, 2016
3. Climate Survey
4. Master Events Calendar
5. Memo Regarding Transgender Students
6. Diversity Across Ability Spectrum
7. Diversity Event Support Request Form
8. Free Speech/Hate Speech
9. Diversity Workshops – Diversity Certificate Curriculum
10. Around the Table

DIVERSITY EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE
 Minutes for September 13, 2016
 10:00 a.m.
 Human Resources Conference Room

Committee Members	Constituent Group	Present	Absent
Valyncia Raphael	Administration	X	
Donna Sheibe	Confidential	X	
Timothy Juntilla	Faculty Senate	X	
April Griffin	Faculty Senate	X	
Lance Kayser	CCFF	X	
Margo Winners	CSEA	X	
Vanessa Rodriguez	CSEA	X	
Gary Pritchard	ACCME		X
Norma Rodriguez	ACCME	X	
Monica Acuña	Guest - Minutes	X	

Welcome

Introductions went around the room

Minutes

Donna motioned to approve the minutes. Norma seconded the motion.

Climate Survey

Valyncia and Lance will be meeting with the Research and Planning department regarding a new survey. The goal is to have it ready by the Spring semester.

Master Events Calendar

The members of the DEEOAC committee would like to be the hub for the diversity calendar of events. Guidelines for getting on to the calendar may need to be created.

Memo Regarding Transgender Students

Valyncia told the group that this memo is to raise awareness so transgender students can be properly provided for at the college.

Diversity Across Ability Spectrum

Valyncia would like to ensure that flyers going out to the campus regarding events have a contact number for accommodations that may be needed.

April told the group that the campus has a van that will accommodate a wheelchair and it can be used as long as you have been trained to drive it.

Diversity Event Support Request Form

Lance believes a discussion is needed on what the committee would like to support. Knowing what the funds are going to be used for should be on the request form. He also suggested the committee track the number of attendees to those events being supported. The sign in sheet could be sent in to the committee for example.

Tim suggested a different form be created for speakers.

April suggested a different time line be created for different types of requests.

Donna told the group it should be clear that certain materials purchased and not used by the recipient should be returned to the committee, such as books.

Norma suggested to appoint a sub-committee to create the Request for Diversity Funds form. Norma, April, Lance, Valyncia, and Donna will serve as members on this sub-committee.

Gary would like to see a grant process to fund large significant events.

Free Speech/Hate Speech

This item has been tabled for the next meeting.

Diversity Workshops – Diversity Certificate Curriculum

Workshops should be no less than two hours

Around the Table

Norma announced that she and Amna Jara are working on AAW.

Norma's department will be hosting International Week in November.

Gary shared with the group an article in the OC weekly related to censorship at Long Beach State. Cerritos College is mentioned in the article. Monica will send the article link to the to the committee.

The committee was adjourned at 11:00 a.m.



Cerritos College

Diversity and Equal Employment Opportunity Advisory Committee

Meeting Agenda

Human Resources Conference Room

October 11, 2016

10:00 am – 11:00 am

1. Welcome
2. Minutes – September 13, 2016
3. Climate survey update; EEO/Plan review and Survey data discussion – LaTarah Williams
4. Subcommittee Report: DEEOAC Funding Application Process, Application Form and Rubric
5. Diversity Newsletter Update
6. Free Speech vs. Hate Speech
7. NWC Play – Discussion – Should We Have It on Campus?
8. Curriculum for Diversity Certificate – Review w/EEO Plan
9. Master Calendar Guidelines
10. T9 Training Dates/Opportunities
11. Around the Table

DIVERSITY EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COMMITTEE
 Minutes for October 11, 2016
 10:00 a.m.
 Human Resources Conference Room

Committee Members	Constituent Group	Present	Absent
Valyncia Raphael	Administration	X	
Donna Sheibe	Confidential		X
Timothy Juntilla	Faculty Senate		X
April Griffin	Faculty Senate	X	
Lance Kayser	CCFF	X	
Vanessa Rodriguez	CSEA	X	
Margo Winners	CSEA	X	
Gary Pritchard	ACCME	X	
Norma Rodriguez	ACCME		X
Monica Acuña	Guest - Minutes	X	
Latarah Williams and Sophia Hiss	Guests	X	

Minutes

April motioned to approve the minutes. Lance seconded the motion.

Climate Survey Update; EEO/Plan review and Survey data discussion:

Latarah Williams and Sophia Hiss were invited by Valyncia to discuss a climate survey. Sophia told the group; the climate survey administered in the Spring is not ready for review.

Subcommittee Report: DEEOAC Funding Application Process, Application Form and Rubric.

The subcommittee presented the DEEOAC Funding Application forms to the committee for review.

Recommendations made by the committee include:

- Add within 30 days to number 5
- Request on the application that the requestor inform the committee the number of attendees proceeding the event.
- Add a disclaimer: This application is just for funding

The rubric will be emailed to the committee members.

The committee was adjourned at 11:00 a.m.

**Equal Employment Opportunity Fund *Multiple Method* Allocation Model
Certification Form, Fiscal Year 2015-16**

District Name: Cerritos Community College District

The district met Multiple Method #1 (District's EEO Advisory Committee and EEO Plan).

Yes
 No

The district met at least 5 of the remaining 8 Multiple Methods? (Please mark your answers.)

Yes

- Method 2 (Board policies and adopted resolutions)
- Method 3 (Incentives for hard-to-hire areas/disciplines)
- Method 4 (Focused outreach and publications)
- Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
- Method 6 (Consistent and ongoing training for hiring committees)
- Method 7 (Professional development focused on diversity)
- Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
- Method 9 (Grow-Your-Own programs)

No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda of when District's EEO Advisory Committee certified this report form.

Chair, Equal Employment Opportunity Advisory Committee.

Name: Dr. Mary Anne Gularte

Title: Vice President of Human Resources

Signature: _____

Date: May 2, 2016

Chief Human Resources Officer

Name: Mr. Harry W. Joel

Title: Interim Vice President of Human Resources

Signature: _____

Date: May 9, 2016

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Dr. Jose L. Fierro

Title: President/Superintendent

Signature: _____

Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____

Name: Dr. Shin Liu

Title: **President/Chair, Board of Trustees**

Signature: _____

Date: _____

Date Due at the Chancellor's Office: June 1, 2016

Return to: Javier Gonzalez (jgonzalez@cccco.edu)

Chancellor's Office California Community Colleges: 1102 Q Street, Ste. 4500, Sacramento, CA 95811

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 *Multiple Methods*. The Chancellor's Office will select some of the practices reported and highlight them in an "EEO and Diversity Best Practices Handbook".

When providing explanation(s) and evidence of your district's success in implementing the *Multiple Methods*, please write a response suitable for publication in the best-practices handbook. Please keep narrative to no more than one page per Multiple Method.

Nine (9) Multiple Methods

Pre-Hiring

1. District's EEO Advisory Committee and EEO Plan
2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does district meet Multiple Method #1 (District's EEO Advisory Committee and EEO Plan)?

Yes
 No

Under the *Multiple Method* allocation model, districts must minimally have an operational District EEO Advisory Committee and an updated EEO Plan.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, Section 53003).
- EEO Plans are considered active for three years from the date of when the District's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, Section 53005).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

- The Cerritos College EEO Plan was adopted by the Board of Trustees on May 21, 2014. Click: [District's EEO Plan](#) to view.
- The College's Diversity Committee goes back as far as 1998. The committee was renamed the Equal Employment Opportunity Advisory Committee (EEOAC). The name change was approved by the Board of Trustees on July 18, 2007. In 2015 Diversity was added to the name and it became the Diversity, Equal Employment Opportunity Advisory Committee (DEEOAC)

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

To receive funding for that year's allocation amount, districts are also required to meet 5 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)? X Yes

Please provide an explanation and evidence of meeting this Multiple Method, #2.

- District EEO Plan Adopted by the Board of Trustees on May 21, 2014.
 - a. Supports Educational Master Plan
 - b. Reflects District commitment to EEO
 - c. Recognizes value of diverse and inclusive workforce
 - d. Fosters working and learning environment that promotes diversity, inclusion, and EEO
 - e. Reflects commitment to hire and retain employees who are knowledgeable and sensitive to the diverse and changing student body and community.
- Board Resolution No. 14-09 affirms commitment by the Board of the District EEO Plan, May 21, 2014.
Click: [Resolution No. 14-09](#) to view.
- BP 1300 – Educational Philosophy, adopted by the Board of Trustees, October 17, 2007.
Click: [BP 1300](#) to view.
- BP 2740 – Board Education, adopted by Board of Trustees, December 12, 2007 revised April 1, 2015.
Click: [BP 2740](#) to view.
- BP 7100 – Commitment to Diversity, adopted by the Board of Trustees, December 10, 2008.
Click: [BP 7100](#) to view.
- Mission Statement, revised and Board approved on October 16, 2013.
Click: [Mission Statement](#) to view.
- Addressing issues of inclusion/exclusion are included in the District's Diversity Plan
Click: [District Diversity Plan](#) to view

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

Does the District meet Method #4 (Focused outreach and publications)? **X Yes**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

- District recruitments are advertised in the following publications (partial list):
(Tear sheets are available upon request as evidence of advertising)
 - a. AsiansInHigherEd.com
 - b. BlacksInHigherEd.com
 - c. CalJobs
 - d. CCC Registry
 - e. CCJobs.com
 - f. Cerritos.edu
 - g. ChronicleVitae.com
 - h. DiverseEducation.com
 - i. HigherEdJobs.com
 - j. HispanicsInHigherEd.com
 - k. Indeed.com
 - l. InsideHigherEd.com
 - m. LGBTInHigherEd.com
 - n. VeteransInHigherEd.com

- Increase in overall ethnic diversity due to focused outreach and publications:
(EEO report available upon request)
 - a. Increased overall ethnic diversity of applicant pools.
 - b. Increased overall ethnic diversity of hires.
 - c. Increased overall ethnic diversity of permanent employees.
 - d. Increased ethnic diversity of management applicant pools.

- Attended the CCC Registry Job Fair held in Los Angeles on January 30, 2016.

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)? Yes

Please provide an explanation and evidence of meeting this Multiple Method, #5.

- Managers and Full-Time Faculty receive a mandatory Sexual Harassment training every two years. Records of training are maintained in the Office of Human Resource Services.
- Timely and thorough investigations are completed on complaints that are received by the District. Investigations are handled in the Office of Human Resource Services by the Director, Diversity, Compliance, and Title IX Coordinator or by the Vice President's designee.
- Discrimination and Sexual Harassment Board Policies and Procedures are available in both English and Spanish, on the Human Resources webpage. Click: [Discrimination and Sexual Harassment Board Policies and Procedures](#) to view.
- Discrimination and Harassment Complaint Form is available on the Human Resources webpage. Click: [Discrimination and Harassment Complaint Form](#) to view.
- The following is a requirement of all applicants and is stated as a required qualification on all job announcements: *Demonstrated sensitivity to and understanding of the diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of community college students and employees.*
- All candidates interviewed for positions at the District are asked to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students.
- All candidates interviewed are required to give examples from their past work experience, on how they used creative ideas in working with two types of the diverse population.

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)? Yes

Please provide an explanation and evidence of meeting this Multiple Method, #6.

- All individuals who participate on a Selection Committee are required to receive appropriate training on the District's selection procedures and requirements of Title 5 and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Director, Diversity, Compliance, and Title IX Coordinator will ensure that the training addresses the requirements of Title 5 and best practices for Selection Committee members.
- Training may also be held at the first committee meeting for each recruitment.
- Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the committee.

Responsibility of Selection Process Monitor:

- a. Certify that all Selection Committee members, as required, follow District procedures.
 - b. Certify that all Selection Committee members, as required, follow federal and state laws during the selection process.
 - c. Act as a resource for selection procedures and as a liaison with the Human Resources Department during the process.
 - d. To ensure that all necessary forms and paperwork are completed in the process.
- EEO/Process Monitor Training for Screening Committees:
 - a. Implemented two-hour face-to-face training sessions.
 - b. Training sessions are scheduled twice a year or as often as necessary.
 - Employment Selection Procedures may be viewed on the DEEOAC webpage.
Click: [DEEOAC](#) to view.

Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

Does the District meet Method #7 (Professional development focused on diversity)? **X Yes**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

- In 2014 the DEEOAC developed the Cerritos College Diversity Plan.

Connecting the EEO Plan to the Diversity Plan:

- a. Foster a campus culture that recognizes and values diversity and inclusion.
- b. Ensure hiring processes adhere to the EEO Plan.
- c. Advertise and recruit diverse applicants.
- d. Provide opportunities for individuals to build awareness and knowledge of diverse cultures, lifestyles, and beliefs.
- e. Coordinate with staff, faculty, and administrators to promote diversity events and workshops.
- f. Expand the campus community's understanding of diversity.
- g. Include diversity concerns in institutional strategic planning and budgeting.

Click: [Cerritos College Diversity Plan](#) to view.

- Developed Safe Zone Training

Program and Training Objectives:

- a. The Safe Zone Program's overall objective is for Safe Zone Allies to utilize their gained knowledge and skills to foster a supportive and safe atmosphere for LGBTQ students, faculty, and staff.
- b. As a result of the Safe Zone Program, Safe Zone training participants will become part of an identifiable campus network of Safe Zone Allies.
- c. Participants will gain knowledge about and an understanding of the expectations of LGBTQ individuals.
- d. Participants will gain skills on how to support LGBTQ students, faculty, and staff.
- e. Participants will gain knowledge of the resources available for LGBTQ students, faculty, and staff.

Click: [Safe Zone](#) webpage to view.

- Developed the Diversity Newsletter in 2014:

- [Spring 2016 Edition](#)
- [Spring 2015 Edition](#)
- [Fall 2014 Edition](#)

- Diversity Activities and Sponsored Events:

- Campus "Climate Survey" Fall 2015 and Fall 2016
- Implemented Online Registration for Diversity and Professional Development Workshops
- Hispanic Heritage Events
- Black History Month Events
- Women's History Celebration
- Lunar New Year Celebration
- Taste of Korea
- LGBTQ History Month - October 2016
- National Coming Out Day - October 11, 2016
- International Education Month



Equal Employment Opportunity Fund *Multiple Method* Allocation Model Certification Form, Fiscal Year 2015-16

Does the District meet Method #9 (Grow-Your-Own programs)? Yes

Please provide an explanation and evidence of meeting this Multiple Method, #9.

- Established Diversity Workshop Series
 - Diversity Certificate of Accomplishment
 - Level I
 - Creating Cultures of Respect
 - Cultural Intelligence
 - Safe Zone
 - Level II
 - Three additional diversity workshops
- Safe Zone program started as a training for Staff and due to student interest, evolved to also include a student-focused training. Training sessions are held in the Fall and Spring semesters.
- Established diversity recognition program to recognize employees' efforts to support diversity, entitled "Celebrate Cerritos".
- Diversity Workshops
 - Stand up Speak Out
 - Religion and the LBGTQ Community
 - Creating Culture of Respect
 - EEO, Diversity Best Practices (Managers)
 - Cultural Intelligence
 - Safe Zone program

To: Coordinating Committee

From: Angie Conley & Stephanie Rosenblatt, Program Review Committee Co-chairs

Date: October 24, 2016

Re: Update on Program Review Committee for Fall 2016

The committee has met this semester and begun the program review cycle for 2016-2017. We will meet with the first program undergoing review at our next meeting on November 1, 2016.

Here is a list of programs undergoing review this academic year, along with the committee member assigned to lead the subcommittee responsible for each program:

Program	Chair	Division	Visitation Date	Final Due	Draft Due	Liaison Lead
BCOT/BCOM	Barbara Soden/Mageya Sharp	BUS	11/1/2016	10/18/2016	9/20/2016	David Fabish
Administration of Justice	Joe Satterfield	HSS	11/15/2016	11/1/2016	10/4/2016	Jan Connal
Speech Language Pathology	Susan McDonald	Health Occ	12/6/2016	11/22/2016	10/25/2016	Kathy Hogue
Auto Repair	Frank Vega	Tech	1/17/2017	1/3/2017	12/6/2016	Graciela Vasquez
Music	Andrew Maz	FA	2/7/2017	1/24/2017	12/27/2016	Mark Fronke
Chemistry	Linda Waldman	SEM	2/21/2017	2/7/2017	1/10/2017	David Fabish
English	Nishi Shah-Williams/Steve Clifford	LA	3/7/2017	2/21/2017	1/24/2017	Ernest Lew
Teacher TRAC	Chris Sugiyama/Kimberly Rosenfeld		3/14/2017	2/28/2017	1/31/2017	Lisa Boutin Vitela
Auto Collision	Charles Robertson	Tech	4/4/2017	3/21/2017	2/21/2017	Sergio Macias
Adult Education	Martha Robles	Adult Ed	4/18/2017	4/4/2017	3/7/2017	Terry Price
Business Admin/Real Estate	Cindy Moriarty/Jianli Hu	BUS	5/2/2017	4/18/2017	3/21/2017	Patricia Robbins Smith

We have scheduled a training on Tuesday, November 29 for programs that will undergo program review in 2017-2018. This training is conducted with Institutional Effectiveness, Research, and Planning (IERP).

We are currently revising the *Instructional Program Review Handbook* based on feedback from IERP and Program Review Committee members. We have also asked the SLO and Curriculum Committees to review portions of the *Handbook* to see if they would like any changes made in terms of the types of data we ask programs to evaluate and the information included in the self-study report.


Programs undergoing review this year had the benefit of a one-on-one consultation with a data analyst from IERP and were given a narrative summary of their data that identified trends. It will be interesting to see how this information influences the SWOT analysis and goals set by the programs.

TO: Members of the Program Review Advisory Committee

DATE: October 12, 2016

FROM: Angela Conley/Stephanie Rosenblatt, Co-Chairs

SUBJECT: **Tuesday, October 18, at 3:00 p.m. in (SS 141)**
Agenda for the Program Review Advisory Committee

1. Introductions
2. Approval of Minutes 10-04-16
3. BCOT/BCOM – Final Draft 
4. Program Review Workbook Updates
5. Review of Programs Updates 2016-17
6. Items From the Floor

Next Meeting
Tuesday, November 1, 2016
3:00 P.M.
SS 141

PROGRAM REVIEW

TO: Members of the Program Review Advisory Committee

FROM: Miriam Tolson, Program Assistant

DATE: October 14, 2016

SUBJECT: **October 4, Minutes of IPR Meeting**

In attendance at the meeting were:

Angela Conley, Co-Chair
Stephanie Rosenblatt Co-Chair
Lisa Boutin Vitela
Jan Connal
Gerardo Estrada
David Fabish
Mark Fronke
Kathy Hogue
Ernest Lew
Sergio Macias
Mark Olague
Graciela Vasquez

Absent

Dr. Kristi Blackburn
Stephanie Murguia
Dr. Patricia Robbins Smith
Joe Satterfield
Terry Price

Guests:

Introductions – The committee introduced themselves and welcomed the new Gerardo Estrada the new student liaison representing ASCC.

Approval of Minutes 09-06-16 – There was a Motion by Mark Fronke to approve the minutes, Seconded by Lisa Boutin Vitela. The committee unanimously approved the minutes as presented. There were two abstentions by Sergio Macias and Graciela Vasquez.

Program Review Workbook Updates – Angela and Stephanie briefly updated the committee on the meeting they attended for the workbook revisions. Stephanie will send out the revisions to the committee by the end of the week and will solicit feedback for discussion at the next meeting. There was a brief discussion regarding the current checklist and changes to revise the list. It was noted that the changes in the workbook will not affect the programs under review this current year cycle but will be effective for the next cycle 2017-18. Mark Fronke informed the committee that SLO information is not ready for the first revision and will be updated in the future.

Review of Programs Updates 2016-17 – The liaison assignment updates were discussed and additional changes were made during the meeting. The revised list will be distributed at the next

meeting. The committee discussed the 2017-18 review schedule and randomly selected the program review department names to determine which department would match up with the timeline for the draft and presentation due dates. The co-chairs will check to make certain there are no additional departments that have not been included in the review process cycle. The committee liaisons volunteered for the vacant slots for the 17-18 review process. This list is tentative.

Items From the Floor – There was a discussion regarding the committee membership representation groups regarding unexcused meeting attendance to determine when a replacement should be requested. The committee agreed to track attendance on a spread sheet for this semester in order to determine the excess of unexcused absences. Kathy Hogue gave a brief announcement regarding the CTE Programs Strong Workforce meeting schedule for CTE faculty.

Next Meeting Scheduled for
Tuesday, November 1, 2016
3:00 P.M.
SS 141

Program Review Committee Meeting Attendance Sheet

Fall 2016

Committee Members	9/6	9/20	10/4	10/18	11/1	11/15	12/6
Angie Conley (Co-Chair)	X		X				
Stephanie Rosenblatt (Co-Chair)	X		X				
Lisa Boutin-Vitela	X		X				
Jan Connal	X		X				
David Fabish	X		X				
Mark Fronke	X		X				
Kathy Hogue	X		X				
Gerardo Estrada	-		X				
Ernest Lew	X		X				
Sergio Macias	E		X				
Stephanie Murguia	A		A				
Mark Olague	E		X				
Terry Price	E		E				
Patricia Robbins Smith	X		E				
Stephanie Rosenblatt	X		X				
Joe Satterfield	A		A				
Graciela Vasquez	E		X				
Kristi Blackburn (Non-Voting)	X		E				

Human Resources

1 BP 7345 CATASTROPHIC ILLNESS LEAVE PROGRAM

2 References:

3 Education Code Section 87045

4 The Board authorizes implementation of a Catastrophic Illness Leave Program to permit
5 regular, full-time District employees who have completed the probationary period to
6 donate a maximum of one day of their own accumulated sick leave balance, per academic
7 year, to another District employee who has been diagnosed with a catastrophic illness.

8 For the purpose of this Program, “catastrophic illness” is defined as a medically-
9 diagnosed condition, as determined by a licensed medical practitioner, that is expected
10 to incapacitate the employee for an extended period of time (at least 30 calendar days)
11 and prevent the employee from performing his/her duties. Pursuant to Education Code
12 87045, an employee must exhaust all accrued paid leave credits in order to be eligible for
13 catastrophic illness leave. Accumulated and donated sick leave, extended sick leave,
14 and long-term disability benefits are used concurrently with employee leave entitlements
15 under the Family and Medical Leave and California Family Rights Acts. Donations of sick
16 leave through this Program can be accepted from all regular District employee groups.

17 The President/Superintendent shall establish administrative procedures to administer the
18 program that comply with the requirements established by the Education Code. The
19 administrative procedures shall ensure that the program is administered in a
20 nondiscriminatory way.

21 Office of Primary Responsibility: Vice President, Human Resources

Date Adopted:

Human Resources

1 **AP 7345 CATASTROPHIC ILLNESS LEAVE PROGRAM**

2 **Reference:**

3 Education Code Section 87045

4 **Catastrophic Illness Leave Program Procedures**

5 Regular, full-time District employees who have completed the probationary period may
6 participate in the Catastrophic Illness Leave Program by donating a maximum of one day
7 of their own accumulated sick leave balance, per academic year, to another District
8 employee who has been diagnosed with a catastrophic illness. For the purpose of this
9 Program, catastrophic illness is defined as a medically-diagnosed condition, as
10 determined by a licensed medical practitioner, that is expected to incapacitate the
11 employee for an extended period of time (at least 30 calendar days) and prevent the
12 employee from performing his/her duties.

13 Pursuant to Education Code 87045, an employee must exhaust all accrued paid leave
14 credits in order to be eligible for catastrophic illness leave. Accumulated and donated
15 sick leave, extended sick leave, and long-term disability benefits are used concurrently
16 with employee leave entitlements under the Family and Medical Leave and California
17 Family Rights Acts. Donations of sick leave through this Program can be accepted from
18 all regular District employee groups.

19 **PART A: PROCEDURES FOR RECIPIENTS**

20 **Step 1:** District permanent full-time employees who have been medically diagnosed with
21 a catastrophic illness and would like to participate in this Program should contact the
22 Office of Human Resource Services to obtain information pertaining to medical absence
23 reporting, required documentation, procedures for use of regular and extended sick leave,
24 and other related matters.

25 **Step 2:** The potential recipient must complete the required form titled, "Catastrophic
26 Illness Leave Request Form" in order to request participation in this Program. The request
27 form and information packet may be sent electronically. These materials will also
28 available on the Human Resources Web Page, and/or can be requested from the Office
29 of Human Resource Services.

30 **Step 3:** Once completed and signed, the Request Form is to be submitted to the Office
31 of Human Resources. The completed form must be accompanied by written medical

32 verification from the treating physician that documents the catastrophic nature of the
33 employee's illness and the estimated period of absence due to the illness.

34 The completed request form and written medical verification will be reviewed by a
35 designated Human Resources staff member to determine eligibility for participation in the
36 Program. The requester will then be notified of his/her eligibility for Program participation.
37 An employee may request Catastrophic Illness Leave donations once per academic year.

38 If it is determined that the illness does not qualify for participation in this Program, Human
39 Resources staff will advise the requester about use of accumulated sick leave, extended
40 sick leave, leaves of absence, and other applicable District benefits.

41 **Step 4:** The Office of Human Resource Services is responsible for notifying the District
42 "community" about the "open period" for sick leave donations and the opportunity to
43 donate sick leave to the approved requester. If the requester employee wishes to remain
44 anonymous in announcing the request for sick leave donations, the Office of Human
45 Resources will notify the District "community" that an employee who qualifies for sick
46 leave donations is requesting sick leave donations. The open period for accepting sick
47 leave donations from District employees will be ten (10) working days. The start and end
48 dates for the open period will be determined by Human Resources and clearly stated as
49 part of the District wide notification process.

50 **Step 5:** Recipients may accept a maximum of one hundred (100) four-hour days of
51 donated sick leave per academic year.

52 **Step 6:** All donated sick leave that is not exhausted on or before June 30 will automatically
53 be carried over into the new academic year, and will become part of the recipient's new
54 academic year sick leave beginning balance.

55 **PART B: PROCEDURES FOR DONORS**

56 **Step 1:** Once notice of the donation "open period" has been made by the Office of Human
57 Resources, potential donors should request the packet of information and forms through
58 the District Website under Human Resources **OR** call Human Resources directly to obtain
59 a copy of the Program Procedures and the required "Catastrophic Illness Leave Donation
60 Form." District employees must donate **a minimum of eight hours** of sick leave during
61 the specified "donation period." A **maximum of eight (8) hours** of sick leave may be
62 donated to a single recipient during an academic year. Donors may, however, donate to
63 several different employees during the same academic year, a maximum of one day
64 (eight hours) per year to each person.

65 **Step 2:** Once the Donation Form is completed, signed, and submitted to the Office of
66 Human Resources, each donor's own sick leave balance will be reviewed. In order to
67 donate sick leave in this Program, District employees must have an accumulated sick
68 leave balance of twenty-three (23) days at 8 hours/day of their own work days, so that
69 they can retain at least twenty-two (22) days of sick leave after the donation is made.

70 **Step 3:** Sick leave donations will be accepted in the order received in the Office of Human
71 Resources. Donations that are received AFTER the maximum of 100 four-hour days have
72 been received for the recipient, **AND/OR** those donations that are received after the close
73 of the open period, will be returned to the donors.

74 For details concerning District leave policies, please contact staff in the Office of Human
75 Resource Services.

76 ❖ ~~From current Cerritos CCD Policy 7039 titled Catastrophic Illness/Injury~~
77 ~~Leave Donation Plan~~

78 ~~(Reference: Education Code Section 87045)~~
79 ~~(Approved by Board of Trustees July 9, 1998)~~

80 ~~7039.1 The purpose of this plan is to permit eligible participating employees with a~~
81 ~~catastrophic illness or injury to solicit donations of vacation and/or sick leave from fellow~~
82 ~~employees.~~

83 ~~The intent is to ensure that catastrophically ill or injured employees continue in paid status~~
84 ~~for the primary purpose of maintaining medical benefits during their recovery period. The~~
85 ~~secondary purpose is to enable the employees to remain in paid status.~~

86 ~~7039.2 Donee Requirements~~

- 87 ~~1) Must exhaust all available accrued leave.~~
- 88 ~~2) An employee need only contribute a minimum of eight (8) hours to the LEAVE~~
89 ~~BANK to become a participating employee. Thereafter, an employee with verified~~
90 ~~catastrophic illness/injury may receive LEAVE BANK benefits.~~
- 91 ~~3) Must be incapacitated/absent for an extended period of time.~~
 - 92 ~~a. The incapacity/absence must take place on regularly assigned time. In the~~
93 ~~case of faculty, summer session and overload assignment shall not be~~
94 ~~considered regularly assigned time. In the case of 10 or 11-month classified~~
95 ~~employees, only assigned time will be considered.~~
 - 96 ~~b. The incapacity/absence must be estimated by a physician to exceed one~~
97 ~~month of regularly assigned time.~~
- 98 ~~4) In the event that LEAVE BANK benefits will not cover the period of estimated~~
99 ~~incapacity/absence, the LEAVE BANK beneficiary may use donated time in partial~~
100 ~~day increments to remain in at least 50% paid status to maintain District-paid~~
101 ~~health and welfare benefits. No matter how donated time is used, benefits from~~
102 ~~the plan may not exceed 12 months.~~
- 103 ~~5) Must submit medical verification. The District may require additional medical~~
104 ~~verification from a physician selected by the District at District expense.~~
- 105 ~~6) Must submit letter or form requesting LEAVE BANK benefits. An authorized person~~
106 ~~other than the donee may request donated leave.~~
- 107 ~~7) Must use all donated leave within a twelve (12) consecutive month period following~~
108 ~~the donation. Leave time will be returned to the LEAVE BANK if the employee~~

109 returns to work and has a reoccurrence of the same or related catastrophic illness
110 or injury, after using any accrued vacation or sick leave, previously donated leave
111 days may be used if the time remains available.

- 112 8) If no reoccurrence of the catastrophic illness or injury occurs within one (1) year of
113 the date returned to work, the unused donated leave will revert to the District's
114 LEAVE BANK.
- 115 9) Pledged donated leaves can be used only for the specified catastrophic illness or
116 injury. A different catastrophic illness or injury must be handled as a separate or
117 second incident.
- 118 10) As required in Education Code Section 87045, the District determines that the
119 employee is unable to work due to the employee's catastrophic illness or injury.
- 120 11) Any employee who has suffered a catastrophic illness or injury and who has been
121 absent for at least 30 continuous calendar days prior to the initiation of this plan
122 (June 18, 1998), may be considered by the C.I.I. Committee for eligibility without
123 meeting the requirements of Sections I.2 and II.1 of this plan.
- 124 12) EXCLUSIONS: Stress-related illness; elective surgery; normal pregnancy;
125 worker's compensation claims; disabilities resulting from alcoholism or drug
126 addiction unless the drugs are being administered by a physician; intentionally self-
127 inflicted injuries; or illnesses such as colds, flu, allergies, headaches, etc.

128 ~~7039.3 Donating Employee Requirements~~

- 129 1) Must donate a minimum of eight (8) hours initially, and in one-hour increments
130 thereafter. May donate a maximum of forty (40) hours at any one call AND MUST
131 retain no less than two hundred forty (240) hours of eligible leave on record. Faculty
132 members may not donate summer session or overload sick leave. Classified
133 members may not donate compensatory time.
- 134 2) If eligible for vacation time, employee may donate accumulated vacation time with
135 no restrictions.
- 136 3) LEAVE DONATIONS ARE IRREVOCABLE! ONCE YOU DONATE, IT'S GONE
137 FOREVER.
- 138 4) Any unused donated leave will revert to the District's LEAVE BANK for use by
139 other catastrophically ill/injured employees who request and are approved to use
140 leave from this bank.
- 141 5) Donated sick leave or vacation leave is charged on an hour-for-hour basis of the
142 classification and/or salary of either the donee or the donor.

143 ~~7039.4 Leave Bank Provisions~~

144 In addition to the conditions specified above, the following items apply specifically to
145 LEAVE BANK requests:

- 146 1) The District will annually, or as needed, promote a call for donations for the LEAVE
147 BANK.
- 148 2) Unused donated leave reverting to the LEAVE BANK and/or leave specifically
149 donated to the LEAVE BANK makes up the LEAVE BANK.
- 150 3) Requests for leave are subject to LEAVE BANK availability. The District is not
151 responsible for filling requests for the LEAVE BANK if leave is not available.

- 152 4) ~~It is the responsibility of the employee or authorized person making the request to~~
153 ~~submit sufficient information or explanations to the C.I.I. Committee for approval.~~
154 ~~Insufficient information on a request will be grounds for denial.~~
155 5) ~~Requests for use of the LEAVE BANK are to be directly submitted to the Director~~
156 ~~of Personnel Services. The Director of Personnel Services will review and verify~~
157 ~~the request and certify the eligibility of the employee. The Director of Personnel~~
158 ~~Services will provide the C.I.I. Committee with appropriate information. The~~
159 ~~Committee will review the leave request but will not be told the name of the person~~
160 ~~making the request. Confidentiality will be upheld, and all efforts will be made to~~
161 ~~ensure the privacy of the employee making the leave request. The C.I.I.~~
162 ~~Committee will determine the result for leave requests.~~
163 6) ~~The Payroll Department, Business Services, will administer the transfer of leave~~
164 ~~and verification of balances in the LEAVE BANK.~~

165 Office of Primary Responsibility: Vice President, Human Resources

NOTE: The language in strikethrough is current Cerritos CCD Policy 7039 titled Catastrophic Illness/Injury Leave Donation Plan adopted on 7/9/98.

Date Approved:

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
November 7, 2016

PRESENT:	Dr. Jose Fierro Dr. Stephen Johnson Dr. Adriana Flores-Church Ali Delawalla Rick Miranda Dr. Renée DeLong Dr. Solomon Namala Armando Soto April Griffin Lynn Laughon David Ward Miriam Tolson Julie Mun	ABSENT:	Saul Lopez-Pulido Michelle Lewellen
		GUEST(s):	Tom Gallivan David Moore Carl Stammerjohn

I. MEETING CALLED TO ORDER
Dr. Fierro called the meeting to order at 1:05 p.m.

II. PUBLIC COMMENTS
None

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES
Information regarding all employment opportunities is posted on the Human Resources webpage.

<u>Employment Opportunities</u>	<u>Closing Date</u>
Research Analyst (Categorically-Funded, 2 positions)	12/6/16
Vice President, Academic Affairs	12/16/16

IV. APPROVAL OF MINUTES – October 24, 2016
It was moved by Mr. Ward and seconded by Mr. Soto to approve the October 24 minutes. The vote for approval was 8-0-2; Mr. Miranda and Ms. Tolson abstained. Dr. Johnson, Dr. DeLong, and Dr. Flores-Church were not present for the vote.

V. BOARD AGENDA – November 16, 2016
The committee reviewed the draft November 16 Board Agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES
Facilities Planning
Mr. Moore distributed the attached April 19 meeting minutes. He stated that the committee met once so far this semester and reviewed the [Bond Update](#) presented to the board at its September 7 meeting. Mr. Moore also distributed the attached campus map, effective Spring 2017, which was updated to show that the Math and CIS buildings will be online. The “old”

Fine Arts building is scheduled for teardown in early February. He stated that positive feedback has been received by staff, students, and community members in regards to the new campus signage.

Outstanding Classified Employee Selection

Ms. Laughon distributed the attached July 19, September 20, and October 18 meeting agendas and minutes. She stated that the committee voted to select Mary D’Ettorre as the co-chair. She also stated that the nomination form was updated to clarify the criteria used by the committee to select the outstanding employee of the month. Ms. Laughon requested assistance with increasing the number of nominations and urging managers and staff to nominate outstanding employees.

District Committee on Safety

Mr. Moore distributed the attached September 21 meeting minutes. He stated that the committee’s goal this year is to develop a means of reporting safety concerns on campus. It was suggested that an online portal similar to the [Information Technology Help Desk](#) be established with assistance from Patrick O’Donnell. Mr. Moore stated that the committee also discussed preparations and feedback for the October 20 Great California Shakeout evacuation drill.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

Department Chairs

Mr. Stammerjohn stated that the committee met twice this semester with good attendance considering there are 62 members. The members disseminated important information such as updates in regards to SLOs, Program Review Plus, and the updated curriculum process. They also discussed the new CCFE contract, especially the department chairs duties and compensation article. The committee will be meeting with consultants from MIG to provide feedback for the development of the updated Educational Master Plan.

Professional Relations

Ms. Griffin stated that the committee approved the use of electronic voting for selecting outstanding faculty, and also plans to place more tangible ballot boxes across campus to try to generate more nominations. In order to ensure a fair process, faculty who are selected to receive awards will be asked to sign an affidavit stating that they did not manipulate anybody to nominate them.

VIII. STATUS OF SHARED GOVERNANCE

None

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. DeLong stated that ACCME is scheduled to meet with MIG consultants November 21.

Ms. Laughon stated that CSEA is also scheduled to meet MIG consultants November 21.

Dr. Johnson stated that forums are scheduled for November 15 from 12:30 – 1:30 p.m., November 30 from 5:00 – 6:00 p.m., and December 2 from 6:00 – 7:45 p.m. to facilitate campuswide discussion in regards to upcoming gender neutral bathrooms and related topics.

X. PRESIDENT'S REPORT

Dr. Fierro reminded the committee that tomorrow is Election Day and encouraged everyone to exercise their right to vote. He also stated that Veterans Day is scheduled for Friday, November 11 and there are many campus events planned this week to recognize and thank our veterans for their service. MIG consultants are scheduled to meet with all constituent groups to collect feedback and guide development of the updated Educational Master Plan. He encouraged all to participate as this is a very important and meaningful process for the campus. Dr. Fierro also welcomed Dr. Flores-Church to the committee and congratulated her for her promotion to the Vice President, Human Resources position.

XI. ADJOURNMENT

Meeting adjourned at 1:46 p.m.

COLLEGE COMMITTEE ON FACILITIES PLANNING
MEETING MINUTES
APRIL 19, 2016

PRESENT: Dr. David El Fattal
David Moore
Patrick O'Donnell
Dr. Dan Smith
Dan Clauss
Ilva Mariani
Bernie Negrete
Tim Kyllingstad
Linda Kaufman

ABSENT: Rick Miranda

GUEST(S):

1. CALL TO ORDER

Dr. El Fattal called the meeting to order at 11:04 a.m.

2. APPROVAL OF THE JANUARY 19, 2016 MEETING MINUTES

It was moved by Dr. Smith and seconded by Bernie Negrete to approve the January 19, 2016 meeting minutes. The minutes were approved as presented.

3. CONSTRUCTION STATUS REPORT/GO BOND UPDATE

Mr. Moore presented the handout "Bond Construction Timeline and Sequence of Projects." He noted that this information was shared with the Board in April 2016. Mr. Moore provided the latest updates on the projects listed below.

Fine Arts and CIS/Math: This project is progressing ahead of schedule and is expected to be substantially complete in November with occupancy in January 2017. Mr. Negrete inquired when staff would have access to the building to see office layouts. Mr. Moore responded that occupancy cannot take place until construction is finalized, but access to the building to review office configurations could possibly take place in December.

LRC Modernization: The second floor (Math Learning Center/Language Arts/Scholars Honor) is complete. The user groups have deferred moving until after finals in May. The open area "hang out area" for students will now be geared towards tutoring. The "old" Math Learning Center will get a light renovation and become general purpose classrooms. DSA approval is still pending for the louvered grills that will be attached to the front of the LRC.

Mr. Moore discussed the following Student Services renovations:

- The one stop registration area is complete and staff are very satisfied.
- The Counseling area is progressing and should be completed by July.

Alondra and Studebaker Re-landscaping: This project is approximately 99% complete. The college worked with the Department of Health for the cross connection branch to finalize some of the irrigation specifications.

Infrastructure Project: This project includes the electrical and chilled water loop expansion. This project is progressing without any problems and is expected to be complete in May 2017.

Press Box Window System: The HVAC system is out for bid again with some revisions. It is hoped that it comes in as an informal bid and the college can proceed. A mock-up technique, similar to a window replacement, will be done to see if the press box window can be replaced with a method that would exclude DSA review. There will also be counter top and flooring done. The college is trying to get as much work done by August, and if it cannot be completed by then, work will proceed during the week and avoid game days. Mr. Clauss asked when internet could be installed in press box. Mr. Moore asked Mr. Clauss to send an email to him with how many data ports he needs and he will work with IT to get it completed.

Shade Structures: The first four shade structures were approved by DSA the fifth one is still waiting for DSA approval, and the college does not anticipate any problems with this shade structure (behind Health Sciences) being approved. The bid documents are ready and it is anticipated the shade structures will start in the summer, with a 3-month construction schedule on each structure. Mr. Moore noted that these structures were in DSA for approval for 14 months. The five structures are located at the following areas: 1) behind Health Sciences; 2) the Alondra drop off area; 3) LRC that faces the new Fine Arts Building; 4) the intersection of Business Education/LRC/Multi-Purpose Building; and 5) the Aquatics Center.

Wayfinding and Sign Project: This project includes campus-wide directional signs, parking lot, entry, and building signs. This contract award has been approved by the Board and the college is working out some of the details and waiting for submittals from the sign manufacturer. The work is expected to begin in the summer and be completed in fall.

Gym Team Rooms: This project is moving forward and on schedule. This project should be complete in October 2016.

Energy Management System Upgrade: This project has run into a procurement issue and is working with Mark Logan and TCC to resolve. This project will entail each building getting a gas and electric meter, and new energy management system master control.

Health and Wellness Center: This project has been delayed by DSA (they are running behind) and is expected to begin in December 2016. The 2nd phase of this project is expected to begin in January 2019.

Field House: This project was delayed as the construction budget was being reviewed. As soon as the construction budget comes to a resolution, this project will be submitted to DSA.

Sports Field Restroom: This project is moving forward with Infrastructure work (water and electrical). The building is being constructed offsite and should be completed by July 2016.

Performing Arts Center: The user group approved the schematic design so the architect is moving forward with the design drawings. Renderings for the PAC will be available to the Facilities Planning committee in fall. Dr. Smith reported that CB 105 and CB 106 will be converted to the interim dance studio. He noted that the dance faculty are very pleased with the solution. Mr. Moore added that CB 105/106 will not be renovated until the new Math Building is completed and ready for occupancy.

Parking Lot Analysis: The parking lots around campus need various degrees of repair. A plan of action with strategies and budgets are being reviewed.

Blue Light Emergency Phones: This project was brought forward by Dr. Johnson and Campus Police. A plan was developed to install 16 blue light emergency phones across campus. These emergency phones are outfitted with two cameras, one to view who is pushing the buttons, and the other one for security purposes.

4. FIVE-YEAR CAPITAL OUTLAY PLAN

Mr. Moore presented the draft 2018-2022 five-year capital outlay plan. He noted that this yearly plan is approved by the Board in June and submitted to the Chancellor's Office in July. Mr. Moore noted that the draft plan reflects buildings that are eligible for state funding as the college's number one priority, so that these buildings would get immediate consideration from the Chancellor's Office. He added that if the state ever has a school bond construction measure on the ballot, the college wants to be prepared and have buildings in line for funds.

5. COMMUNITY MEMBER PROCESS

Dr. El Fattal presented the handout "Selection of Community Representatives to College Committees." He provided a brief history of why these forms were developed and noted that the forms and process were approved by the Coordinating Committee in January 2016. Dr. El Fattal requested that the Facilities Planning Committee have a task force develop a rubric that would be used to select a community member to serve on a committee for specific projects that are facilities related. The first project that needs to have a community member is the new marquee that will be placed on Studebaker Road.

6. SUSTAINABILITY PLAN

Dr. El Fattal noted that the draft sustainability plan is being reviewed by the Sustainability Task Force and is expected to go to the Board for approval in June.

7. GO BOND BUDGET

Dr. El Fattal presented the “Cerritos College Projects Funded by Measure CC and Measure G from inception to December 31, 2015.” He noted that these sheets were presented to the Board at their April 15, 2015 meeting.

8. NEXT MEETING DATE – SEPTEMBER 20, 2016

The next meeting is scheduled for September 20, 2016.

9. OTHER ITEMS FROM THE FLOOR

There were no items presented.

10. ADJOURNMENT

The meeting adjourned at 12:24 p.m.



ALONDRA BOULEVARD

GRIDLEY ROAD

STUDEBAKER ROAD

(OLD) FALCON WAY

NEW FALCON WAY

166TH STREET

LEGEND

AD	Administration	LA/DSPS	Liberal Arts/Disabled Student Programs and Services
AP	Automotive Partners	LB	Library
A&R	Admissions and Records	LC	Learning Resource Center
AS	Assessment Center	MC	Modular Classrooms
AT	Automotive Technology	MCIS	Mathematics/Computer Information Sciences
BC	Burnight Center Theatre	ME	Metals
BE	Business Education	MPB	Multi-Purpose Building
BK	Bookstore	NU	Northwood University
CB	Classroom Building	OISS	Office of International Student Services
CDC	Child Development Center	PA/F	Public Affairs/Foundation
CE	Community Education	PE	Physical Education
COUN	Counseling	PH	Project HOPE
CP	Campus Police	PM	Parking Permit Machine
CS	Career Services	PST	Physical Science & Technology
CW	CalWORKS	S	Science
EOPS	Extended Opportunity Program and Services	SA	Student Affairs
EPP	Educational Partnerships and Programs	SB	Santa Barbara Building (CalWORKS/OISS)
EV	Electric Vehicle Charging Station	SC	Student Center
FA	Fine Arts	SHW	Student Health & Wellness
FD	Food Court	SL	Skills Lab
FH	Field House	SS	Social Science
FIN	Financial Aid	SSC	Student Success Centers
FK	Foster Kinship Care	TC	Teleconference Center
FPC	Facilities/Purchasing Complex	TRC	Transfer Center
GYM	Gymnasium	VRC	Veterans' Resource Center
HR	Human Resources	W	Welcome Center
HS	Health Science	WD	Woodworking Manufacturing Technology
ID	Student ID Center	WT	Weight Training
IE/RP	Institutional Effectiveness/Research and Planning		

CERRITOS COLLEGE
OUTSTANDING CLASSIFIED EMPLOYEE SELECTION AGENDA

Human Resources Conference Room

July 19, 2016

10:00 a.m.

- I. Welcome
- II. Approval of Minutes – June 21, 2016
- III. Discussion
- IV. Voting – **July Employee of the Month**

MINUTES
OUTSTANDING CLASSIFIED EMPLOYEE SELECTION COMMITTEE
Thursday, July 28, 2016
HR Conference Room
10:00 a.m.

MEMBERS PRESENT:

Regina Ybanez, Ronda Gartrell, Monica Acuña, Donna Sheibe, Lynn Laughon, Samuel Chavez, David Moore, Katie Mishler, Mary D'Etorre, Richard Garcia

MEMBERS ABSENT:

Ilda Cardenas - 10 month employee,
Sarah Pirtle – Maternity Leave, Timothy Juntilla, Ronda Gartrell

MINUTES:

David motioned to approve the minutes. Samuel seconded the motion.

Discussion:

David made a motion that the committee select an outstanding team for the team award as often as they are received and not every third month like in the past.
Donna seconded the motion.

VOTING:

Kim Applebury was selected as the Employee of the Month for July 2016.
Daniel Becerra and Steve Gonzalez were selected for July's Team Award.

Around the Table:

Lynn will speak to the new members about the committee once they are selected.

Next Regular meeting: August 19, 2016.

Adjourned at 10:40 a.m.

Submitted by: Monica Acuña

CERRITOS COLLEGE
OUTSTANDING CLASSIFIED EMPLOYEE SELECTION AGENDA

Human Resources Conference Room

September 20, 2016

10:00 a.m.

- I. Welcome
- II. Selection Process
- III. Co-Chair
- IV. Co-Secretary
- V. Approval of Minutes – July 28, 2016
- VI. Discussion
- VII. Voting – **September Employee of the Month**

MINUTES
OUTSTANDING CLASSIFIED EMPLOYEE SELECTION COMMITTEE
Thursday, September 20, 2016
HR Conference Room
10:00 a.m.

MEMBERS PRESENT:

Regina Ybanez, Lynn Laughon, David Moore, Mary D'Etorre, Richard Garcia, Lori Thomas, Danylle Williams-Manser, Kim Applebury, Ilda Cardenas, Monique Valencia, Monica Acuña, Harry Joel, Timothy Juntilla

MEMBERS ABSENT:

Samuel Chavez, Alva Acosta

Welcome: Introductions around the room

MINUTES:

David motioned to approve the minutes. Timothy seconded the motion.

Selection Process:

Monica requested changes to the selection process, letters B and C.

Mary motioned to approve letter C, Lynn seconded the motion.

David motioned to approve letter B with changes, Kim seconded the motion.

Vice-Chair:

Lynn nominated Mary. David seconded the nomination and all were in favor.

Committee Secretary:

David nominated Lori. Richard seconded the nomination and all were in favor.

Discussion:

Suggestions for changing the surprise element of the award were made.

Danylle recommended a rubric be created so the committee may have a guide to help with selecting an employee of the month.

The committee will look over the nomination form during the next meeting and make changes if necessary.

VOTING:

Dan Tufnell was selected as the Employee of the Month for October 2016.

Next Regular meeting: October 18, 2016.

Adjourned at 10:58 a.m.

Submitted by: Monica Acuña

CERRITOS COLLEGE
OUTSTANDING CLASSIFIED EMPLOYEE SELECTION AGENDA

Human Resources Conference Room

October 18, 2016

10:00 a.m.

- I. Welcome
- II. Approval of Minutes – September 20, 2016
- III. Nomination Process
- IV. Discussion
- v. Voting – **October Employee of the Month**

Draft

MINUTES
OUTSTANDING CLASSIFIED EMPLOYEE SELECTION COMMITTEE
Thursday, October 18, 2016
HR Conference Room
10:00 a.m.

Members Present:

Lynn Laughon, Mary D'Etorre, Richard Garcia, Lori Thomas, Danylle Williams-Manser, Kim Applebury, Ilda Cardenas, Monique Valencia, Monica Acuña, Alva Acosta

Members Absent:

Samuel Chavez, Timothy Juntilla, Regina Ybanez, Harry Joel, David Moore

Welcome: Mary D'Etorre welcomed the group.

Minutes:

Lynn motioned to approve the minutes. Kim seconded the motion. Alva abstained

Nomination Process:

The committee suggested adding the criteria above the nomination boxes. Monica will make the changes and send it out to the committee for review.

Box 1

Nominees must perform their job duties with distinction and also make a positive contribution to students, fellow employees, or the college community.

Box 2

Examples of positive contributions to the college community may include but are not limited to:

- serving on a committee or as a club advisor
- improving or creating a new procedure, guideline or process
- participating in campus programs, events or student activities.
- doing volunteer work on campus or off-campus

Discussion:

Follow up discussion was made regarding the Selection Process for letters B and C. No new changes were made.

b. Staff Development Assistant and Committee Secretary will receive all nominations until the 25th of the month. The Staff Development Assistant and Committee Secretary will confer and cross-reference all received nominations on the 26th of the month or the first working day after that. The Staff Development Assistant will deliver the nominations to members at least 24 hours prior to the monthly meeting. Members will bring the nomination packet to the meeting. After voting closes, all votes will be collected and counted by the Committee Chair and

Draft

Committee Secretary. Counted ballots will be retained by the Staff Development Assistant. The Staff Development Assistant will collect and shred remaining nomination packets.

c. The committee will maintain a pool of qualified nominations to be considered for Employee of the Month each month. Candidates will be removed from the pool after three months.

Changed to:

b. The Staff Development Assistant will receive all nominations until a week before the following committee meeting. The Staff Development Assistant will review and cross-reference all received nominations. The Staff Development Assistant will send a password protected email of the nominations to members at least one week prior to the monthly meeting. After voting closes, all votes will be collected and counted by the Committee Chair and Committee Secretary. Counted ballots will be retained by the Staff Development Assistant. The Staff Development Assistant will collect and shred remaining nomination packets.

c. The committee will maintain a pool of qualified nominations to be considered for Employee of the Month each month. Candidates will be removed from the pool after three committee meetings.

Committee members that attend division meetings will announce nominating classified/confidential staff.

VOTING:

Monica Castro was selected as the Employee of the Month for October 2016.

Next Regular meeting: November 15, 2016.

Adjourned at 10:56 a.m.

Submitted by: Monica Acuña

DISTRICT COMMITTEE ON SAFETY
MEETING SUMMARY
September 21, 2016

PRESENT: David Moore
Tom Gallivan
Stephanie Barlow
Shawna Baskette
Debbie Buffington
Pam Chambers
Alicia Edquist
Joseph Frausto
Dr. Hillary Mennella
David Tilahun

ABSENT: Dr. Adriana Flores-Church
Judi Holmes
Vacant
Vacant

GUEST(S): Luz E. Ocampo
Meeting Secretary

1. CALL TO ORDER

David Moore called the meeting to order at 1:05 p.m. in LC-62.

2. INTRODUCTIONS OF NEW MEMBERS

This being the first meeting of the school year, committee members introduced themselves. There were a few new members – CSEA appointee Alicia Edquist, Student representative Joseph Frausto and ACCME manager Shawna Baskette (who is attending for Patrick O’Donnell). David Moore said that we are still waiting for some faculty nominations for the committee.

3. REVIEW OF COMMITTEE GUIDELINES & ROSTER

David Moore said we usually take a look at the shared governance guidelines every year as a refresher and an opportunity to suggest changes. He asked the committee members to review and if there were any suggested changes or comments, please bring them to the October meeting. David Moore also passed around the online roster and asked all committee members to verify the information. Two members had changes which will be corrected.

4. GOALS/OBJECTIVES FOR FY 16-17

David Moore said that at the Strategic Planning session last year, our committee was not given a specific goal to accomplish for FY 16/17. Prior years had the emergency poster and accompanying flipchart, which the committee worked on throughout the year. David and Tom Gallivan suggested that the committee members think about possible committee goals, perhaps discuss with their constituent groups, and return to the next meeting with ideas to share.

5. APPROVAL OF THE JUNE 15, 2016 MEETING SUMMARY

The June 15, 2016 meeting summary was approved.

6. GREAT CALIFORNIA SHAKEOUT

Tom Gallivan said the college participates in the Great California Shakeout every year and this year it will be on October 20th at 10:20 am. Tom Gallivan went over a quick power point presentation on the role and responsibilities of a Team Leader and Building Marshall during an emergency. He said they are always in need of Building Marshalls and encouraged the committee members to volunteer or solicit volunteers. During building evacuation drills such as the Great California Shakeout, the campus simulates events common to such an occurrence. Evacu chairs are checked to make sure they are functioning by placing a person in the chair and transporting them up or down the stairs. Also, it is typical to have two students placed in buildings as “injured” persons, prompting a Building Marshall to locate them and call in the request for assistance. Another scenario that is done is to simulate some kind of hazardous material exposure, like a gas line break. All of these scenarios will take place for this year’s drill.

Alicia Edquist asked what should be done if a Building Marshall is not present. Tom Gallivan said that someone can step up to the plate and help clear the building. You can always have someone help you as well. Tom Gallivan said emergency preparedness is a “Team” sport.

Hillary Mennella said that a simulated medical triage would be set-up at the Falcon Square.

EOC (Emergency Operations Center) is located at Facilities and there will be a dispatcher at this site. If there is a “gas leak”, then Facilities personnel would be contacted and they would respond to the area.

7. ITEMS FROM THE FLOOR

Hillary Mennella informed the group about a “Break the Cycle” event tonight at FA-43. It is for victims of violence/crime and to talk about prevention. Student Health Services is the only place that a student can report something of this nature and it will be kept confidential.

Alicia Edquist said that half of the Emergency Poster sign is obstructed by a refrigerator at Culinary Arts. David Moore responded that the poster will be moved.

Chief Tom Gallivan commented that every year he does a safety walk with student representatives. He commented that in regards to goals and objectives, last year it was briefly mentioned that the committee could break off into groups for safety inspections, touring the campus or a particular building.

David Tilahun mentioned that there is insufficient lighting by the Santa Barbara building during the night. David Moore said that he would have it checked out. Alicia Edquist mentioned that there is no stop sign at the intersection of Old Falcon Way and the construction site entrance; Tom Gallivan said he would look into this.

Tom Gallivan mentioned that Blue Light Emergency phones are being installed around campus. The 1st phase of phones are located around the buildings of the campus, with additional units planned for the remote parking lot areas. They work like a 911 system, that when pushed the call comes up on the Campus Police dispatcher's screen. Cameras are on order and will be placed at eye level and at the top of the unit. David Moore said fifteen more emergency phones are to be installed. Projected to be completed by October of 2017.

8. NEXT MEETING DATE – OCTOBER 19, 2016

The next meeting is scheduled for October 19, 2016 in LC-62.

9. ADJOURNMENT

The meeting adjourned at 2:00 p.m.

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
November 28, 2016

PRESENT:	Dr. Jose Fierro	ABSENT:	Ali Delawalla
	Dr. Stephen Johnson		Rick Miranda
	Dr. Adriana Flores-Church		Armando Soto
	Dr. Renée DeLong		Lynn Laughon
	Michelle Lewellen		David Ward
	Dr. Solomon Namala		Saul Lopez-Pulido
	April Griffin		
	Miriam Tolson	GUEST(s):	Shawna Baskette
	Julie Mun		Damon Cagnolatti
			James MacDevitt
			Jamie Quiroz
			Kim Westby

I. MEETING CALLED TO ORDER

Dr. Johnson called the meeting to order at 1:08 p.m.

II. PUBLIC COMMENTS

Stephanie Rosenblatt and Carlos Arce, faculty members, requested that the Board of Trustees consider approval of the 16-week compressed academic calendar.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Information regarding all employment opportunities is posted on the Human Resources webpage.

<u>Employment Opportunities</u>	<u>Closing Date</u>
Public Affairs Specialist	12/16/16

IV. APPROVAL OF MINUTES – November 7, 2016

It was moved by Dr. DeLong and seconded by Ms. Griffin to approve the November 7 minutes. The vote for approval was 7-0-1; Ms. Lewellen abstained. Dr. Fierro was not present for the vote.

V. BOARD AGENDA – December 7, 2016

The committee reviewed the draft December 7 Board Agenda.

Helping Dreamers be Successful Presentation

Kim Westby, Dean of Student Support Services, and Jamie Quiroz, Financial Aid Director, provided data on graduation rates of undocumented students and the laws impacting our undocumented students. They discussed the goals, implications, and the role of Student Services, and provided statistics of our student population including our Dreamers. They also shared some of the findings from a student experience survey that was conducted, and

discussed the challenges that we face, the accomplishments we have made over the last year, and opportunities to do more. Information in regards to resources available was also shared.

This information will be presented to the Board of Trustees at its December 7 regular meeting. The committee members provided feedback and thanked the presenters.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

Art in Public Spaces (CAPS)

Mr. MacDevitt distributed the attached September 15 and November 17 meeting minutes. He stated that this is a new committee that reviews all artwork proposed for installation in public spaces on campus. He also stated that the [2015-16 Adopted Budget](#) included a \$1,000,000 Public Art Endowment Fund to support campus and community engagement, and global awareness and citizenship. The board will be considering approval of acceptance of an abstract concrete sculpture titled Vacant Marker by LA-based artist Gustavo Godoy at its December 7 meeting. Due to the inspirational connection to local baseball history, the committee is recommending placement of the sculpture along the walkway leading to Kincaid Field. Mr. MacDevitt stated that the committee is also busy planning for the FAR Bazaar scheduled for January 27-28, 2017. The event will involve students and local programs and give staff an opportunity to show off the new Fine Arts building. They are working on publicity and look forward to the opportunity to partner with the local community and increase interest in the arts.

Student Life

Dr. Johnson distributed the attached September 1 and October 6 meeting agendas and minutes, and November 3 meeting agenda. He stated that when the committee reviewed feedback about the revised setup for commencement, they decided to change the field seating back to face the south with the stage facing north. During this semester the committee also discussed Homecoming, food court and vending services, events scheduled by the Active Minds Club, ASCC visits to the Museum of Tolerance, InterACT Title IX sexual misconduct training, matters related to the Student Complaints and Grievance Task Group, the 24-Hour Domestic Violence Shelter, and addressing inclusion, equity, and diversity needs on campus.

Student Success and Support Programs

Ms. Baskette distributed the attached October 19 meeting minutes. She stated that the committee reviewed and discussed feedback from the collegewide shared governance survey to establish committee goals and clarify the core services provided by the committee. The committee will be working on developing a website and brochure encompassing information about related services throughout campus to serve as a directory of student support services. She stated that she and Dr. DeLong, committee co-chair, are involved in discussions to integrate the Student Success and Support Program (SSSP), Basic Skills Initiative, and Student Equity plans.

Student Equity Plan

Dr. Johnson distributed the attached April 6, May 11, June 20, and September 14 meeting agendas and minutes. He stated that late last fiscal year, special reallocated funds were utilized for additional project budgets. Fall meeting discussions focused on reviewing shared governance survey results, scheduling reports for funded projects to learn about the

successes and outcomes of the initiatives, and developing the attached list of Student Equity Funding Categories and Items Recommended to Executive Council for 2016-17.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

VIII. STATUS OF SHARED GOVERNANCE

Spring 2017 Meeting Schedule

It was moved by Ms. Lewellen and seconded by Dr. Flores-Church to approve the Spring 2017 Meeting Schedule as attached. The vote for approval was unanimous.

iFALCON 3.0 New Banner Project

Mr. Cagnolatti stated that the iFALCON Student Success Strategy has been redeveloped to make a strong impact on meeting the needs of our students, especially those who find themselves in developmental education courses. As part of the rebranding campaign, new banners were designed to be displayed around the library. The purpose of iFALCON has been clarified as a strategy of transfer that bridges personal experience with academic habits of mind.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. Namala stated that he will be stepping down as CCFE President and that the executive board has appointed Terrance Mullins to complete his term as elections are scheduled for April 2017.

Dr. Johnson reminded the committee that the Annual Holiday Reception and “Spark of Love” Toy Drive are scheduled for Thursday, December 8 from 3:30 – 5:00 p.m. in the Student Center.

X. PRESIDENT’S REPORT

Dr. Fierro thanked Dr. Namala for his cooperation and work as the CCFE President.

XI. ADJOURNMENT

Meeting adjourned at 2:39 p.m.

CERRITOS COMMUNITY COLLEGE DISTRICT

ART IN PUBLIC SPACES (CAPS) COMMITTEE

Meeting Minutes of Thursday, September 15, 2016

Members Present: Lisa Boutin-Vitela, President, Dr. Jose Fierro, James MacDevitt, David Moore, Rebecca Pang, Dr. Gary Pritchard, Steve Richardson, and Alva Acosta

Absent: Sarah Pirtle and Steven Portigal

Meeting called to order at 3:15 p.m. in Dr. Fierro's office

James MacDevitt presented an agenda; first order of business to elect a Chair and set a calendar for the 2016/17 Academic Year.

M/S/P to elect James MacDevitt as Chair and scheduled meeting dates are the third Thursday of each month. The next regularly scheduled meeting is Thursday, October 20. Steve Richardson advised that he is not able to attend as did David Moore.

Motion by Steve Richardson to approve a \$60,000 budget for the FAR Bazaar; motion seconded by David Moore.

- Possible schedule, Ribbon Cutting/VIP Preview, Friday, January 20, 2017
- Ideally, the FAR Bazaar, January 21-28, 2017, would coincide with two major commercial art fairs in Los Angeles in order to capture the traffic of those that remain in LA during the two weekends.
- In-depth discussion regarding costs associated with itemized line items pertaining to rooms; staff; security; insurance; and recovery costs.
- Concern voiced over timeline and the demolition of the current FAC building.
- Further discussion regarding advertisement and utilization of Miya Walker's contacts for publicity.
- Inquiry as to how to include the communities of Cerritos and Norwalk (Chamber of Commerce)?
- Solicitation of vendors to help off-set costs.

M/S/P – Richardson/Moore/Unanimous

Motion by James MacDevitt to officially accept the sculpture donated by Gustavo Godoy; motion seconded by Lisa Boutin-Vitela.

- Acceptance by the Board of Trustees – contact Andrea Wittig regarding preparation timeline for an agenda item.
- Proposed location of the item is front of Kincaid Field as the sculpture is an homage to Fernando Valenzuela
- Discussion of proper base; lighting (outlet in place); QR code; and, appropriate, approved and formatted signage.

M/S/P – MacDevitt/Boutin-Vitela/Unanimous

Motion by Steve Richardson to approve permanent placement of Jeff Cain's Art+Tech 3D-printed coyote sculpture; motion seconded by David Moore.

- The piece is currently on loan to the Torrance ...
- Dr. Micic Miodrag has asked that the artwork be placed in the Engineering Technology Hallway
- The display table needs a permanent cover – perhaps Terry Price/Plastics and Composites would consider making a clear plastic cover for the cost of materials.
- The new Tech+Art partnership is with Woodworking Manufacturing Technology

M/S/P – Richardson/Moore/Unanimous

Dr. Fierro mentioned that he has had discussions with the ASCC regarding the Art Deco walls of the Student Union and the possibility of having murals placed there (another potential partnership).

Agendize the following topics for the October 20th meeting

- Procedural establishment for access to annual interest funds
- Identification of key locations for future large-scale installations
- Small Artwork Acquisitions Collection

CERRITOS COMMUNITY COLLEGE DISTRICT

ART IN PUBLIC SPACES (CAPS) COMMITTEE

Meeting Minutes of Thursday, November 17, 2016

Members Present: Lisa Boutin-Vitela, James MacDevitt, Rebecca Pang, Dr. Gary Pritchard, Sarah Pirtle

Absent: Dave Moore, Steven Portigal, Steve Richardson

Meeting called to order at 3:15 p.m. in Gary Pritchard's Office (minutes presented/not passed)

Chair Report:

1. James MacDevitt reported that the Godoy Sculpture was on the Board of Trustees Agenda for the December 7th meeting
2. James provided an updated status report on the FAR Bazaar stating that 25 of the 50 rooms available in the Fine Arts Building are committed. The list of artists includes six Cerritos College Fine Arts Faculty; one collaboration with Avenue 50 (Highland Park) and Cerritos College Printmaking; Cerritos College Theatre; and Cerritos College Humanities/Poetry Readings.
3. James presented a change in the date of the FAR Bazaar to the weekend of January 27, 28 and 29 and presented the reasoning as to avoid any conflict with the Presidential Inauguration and expected protests in and around Los Angeles.
 - a. There was discussion regarding the Preview Event Reception on the evening of Friday, January 27. A list of activities was distributed between committee members to alleviate James of all the responsibility of coordinating the reception
 - b. James said that he would be contacting Dave Moore to discuss the changes and to work out an agreeable timeline.
 - c. Dates for Surplus Removal January 1 to 14; installation, January 16 to 26; and, de-installation, January 30 and 31.
4. FAR Bazaar Publicity
 - a. The committee discussed the need to meet with Miya Walker and to discuss a strategic plan utilizing all forms of media at the District's disposal.
 - b. Optimize Miya's contacts with the communities closest to the college to utilize banners and signs in the local areas.
 - c. Determine a timeline for Radio spots and newspapers announcements.
 - d. James gave direction on a map that includes a floor plan of the Fine Arts Building on one side and the Lakewood business locations on the other.
5. FAR Bazaar Student Mural Project
 - a. Professor Hagop Najarian has confirmed six students and six business locations in the City of Lakewood in partnership with the Lakewood Consortium that has agreed to student mural painting on a wall of their business location.

- b.** The Consortium proposed an Instagram ‘Treasure Hunt’ that awarded a high value prize (i.e., an i-Pad) for the person that takes a ‘selfie’ with all six of the murals under the hashtag ‘Mural Treasure Hunt’.

6. FAR Bazaar Odds & Ends

- a.** James asked how do we pay groups that use Fiscal Sponsors and Gary replied that we should be contacting Cheryl Thury for the account string assigned by the District to the CAPS Committee. Follow-up with Deborah Buffington to determine the forms of payment and make arrangements accordingly.
- b.** James will arrange a meeting with Chief Gallivan to discuss the need for extra security for the weekend event.
- c.** James will contact Linda Kaufman regarding additional insurance coverage for the duration of the event.
- d.** Rebecca Pang volunteered to check on whether or not the motorcycle class that meets in the C-10 parking lot is meeting the weekend of January 28-29.
- e.** Alva Acosta confirmed that she is contacting food truck vendors and James suggested that we consider eight to ten trucks that might rotate in and out for the two-day event. The food truck location should be the C-9 parking lot so that visitors can see the trucks while they’re walking through the show.
- f.** Sarah Pirtle suggested ‘gift shop’ items that might be available for sale. For example, Professor Ed Heckerman, has photograph of the Fine Arts Building that could be sold as prints. Lisa Vitela suggested T-shirts and volunteered to speak with Professor Sergio Teran.
- g.** James identified the other two FAR Bazaar Board Members as being from the Claremont College and Disney Interactive and that every two years the Board turns over.
- h.** Alva Acosta volunteered to contact Andrea Wittig regarding the acceptance of donations and whether or not it is based on value.

Meeting was adjourned at 4:33 p.m.

Respectively submitted,

Alva-Marie Acosta, Administrative Secretary II
Fine Arts and Communications Division

Thursday, November 17, 2016



STUDENT LIFE COMMITTEE
September 1, 2016
BK111/112
1:00 PM

AGENDA

1. Welcome & Introductions
2. Commencement 2016
 - The Committee will provide feedback regarding the 2016 commencement ceremonies.
3. Shared Governance Committee Evaluation Survey Results
 - The Committee will review and provide feedback regarding the Student Life Committee results.
4. Cerritos College Food Court & Vending Services
 - The Committee will provide feedback regarding the Food Court and Vending Services.
5. ASCC Annual Budget Update
 - The Committee will receive a report on, and may address, the current status of the ASCC Budget.
6. Announcements
 - Next Student Life Committee Meeting: October 6, 2016



Student Life Committee

September 1, 2016 | 1:00PM | BK 111/112

Minutes

1. Cerritos College Commencement 2016 Review
 - a. Conversation to return to the former physical field layout for Commencement; to remove guests off the field in efforts to stop students from leaving ceremony early.
 - b. Many graduates left the ceremony early due to the cold weather and accessible exit points- lack of barriers and /or security.
 - i. Rosario Rubio (participated in the commencement ceremony as a graduate), stated that it was extremely easy for graduates and their guests to leave the field. She mentioned that we need more people to convey the message to students that they are not allowed to leave the ceremony early.
 - c. Possible options to emphasize the message of not leaving early to students:
 - i. Move Faculty from the back rows behind graduates, to the aisles seats of each row, to serve as row marshals and guide students during the ceremony. Faculty is more assertive and comfortable communicating with students.
 - ii. Invite staff to volunteer at the ceremony.
 - iii. Hire & train student workers to serve as marshals during ceremony.
 - iv. Hire professional event security for crowd control. Cost would be involved.
 - v. Physical presence of staff at all gates. Gates will remain closed (not locked) during the ceremony.
 - d. Field Guests
 - i. Jolly Rancher candies melted into the turf. Difficult to clean up.
 - ii. Water bottles were wasted and left behind for the cleaning crew.
 - e. Commencement Preparations
 - i. Provide a commencement ceremony walk-through, for students who wish to participate, one or two days prior to commencement day.
 - ii. Ceremony stage and field set up for graduates would be possible two days prior to the ceremony. (The 2016 set-up took longer than usual due to field chair deliveries.)
 - iii. New field scoreboard with higher resolution, is planned to be installed in the Field House side of the field. Athletics is hoping that the scoreboard will be installed soon, in order to have it fully functioning by Spring 2017. Once scoreboard is installed, the stage layout would need to be reconsidered for obstructed views.
2. Committee took time to read through the Shared Governance Committee Evaluation Survey Results from May 2016. Specifically the Student Life Committee results.

3. Cerritos College Food Court & Vending Services
 - a. Subway has opened in the food court. Subway was brought to campus in response to students wanting a healthier food option on campus. Lines have been long, but moving quickly. Taco Bell did not renew their contract with the campus.
 - b. Follett Bookstore is in the final stages of bringing scantron vending machines to our campus. Artwork for the vending machines has been designed by student, Charles Caguioa.
 - c. Microwaves: 4 microwaves have been installed in the food court; two in the LA/ DSPS building, and two in the HS area.
 - i. Facilities expressed concerns over microwave maintenance. Specifically sanitation of the microwaves.
 - ii. Possible solution to microwave sanitation is to provide cleaning supplies for microwave users, such as wipes and/or a non-toxic spray.
4. ASCC Annual Budget Update
 - a. The 2015-2016 ASCC Senate did not approve the 2016-2017 budget recommended by the ASCC Budget and Finance Committee. Therefore a roll over budget from 2015-2016 was put into effect.
 - b. The 2016-2017 ASCC Senate will discuss the 2016-2017 budget in October 2016.
5. Announcements
 - a. Dr. Johnson acknowledged Cynthia Chavez, Student Activates Specialist for her role in implementing SpendMap on our campus. Cynthia worked with teams across campus and is currently training staff/users on the software. She has also provided troubleshooting support for our campus. SpendMap is critical to our campus and will save our students and staff time.
 - i. Cynthia is in conversation with SpendMap to plan for additional licenses. Currently our campus has 80 SpendMap registered users and only 5 concurrent users licenses. The cost to upgrade our concurrent user licenses to 15, would total approximately \$2450.00 a month, in addition to the annual fee.
 - b. Campus Police: Blue Emergency Phones have been installed throughout the campus to provide assistance to anyone in distress.
 - i. When the button on the emergency unit is pressed:
 1. Campus Police is immediately connected to the caller
 2. The location of the caller is sent to Campus Police
 3. A camera on top of the unit starts recording the surrounding area; another camera records the caller.
 4. Light starts flashing
 - ii. First phase of Blue Emergency Phones have been installed. Locations of Blue Emergency Phones: Parking Lot C-10, outside the Administration, Science Building, Studebaker & Alondra, outside main entrance of the Gymnasium, and outside of food court.
 - iii. Second phase of emergency blue lights will be installed in exterior parking lots.

The next Student Life Committee meeting will take place on October 6, 2016 at 1:00pm in BK 111/112



STUDENT LIFE COMMITTEE

October 6, 2016

BK111/112

1:00 PM

AGENDA

1. Homecoming 2016 Preparations
 - The Committee will address any needs for the annual homecoming events.
2. "Send Silence Packing"
 - The Committee will recap and address needs determined in the Active Minds club's "Send Silence Packing" event.
3. Cerritos College Food Court & Vending Services
 - The Committee will discuss and consider needs regarding the Food Court and Vending Services.
4. ASCC Museum of Tolerance Visits and Discussion Recap
 - The Committee will recap the ASCC visits and discussions attached to the Museum of Tolerance.
5. InterACT Title IX November Event
 - The Committee will review plans for the November 2016 production regarding Title IX matters by InterACT from CSULB.
6. ASCC Annual Budget Update
 - The Committee will receive a report on the new 2016-17 ASCC budget.
7. Pending BP/AP 3440 Service Animals
 - The Committee will discuss pending BP/AP 3440 regarding service animals.
8. Transgender Student Memo
 - The Committee will review the memo regarding transgender student matters.
9. Inclusion, Equity, and Diversity Needs
 - The Committee will consider needs for addressing inclusion, equity, and diversity.
10. Announcements
 - Next Student Life Committee Meeting: November 3, 2016



Student Life Committee

October 6, 2016 | 1:00PM | BK 111/112

Minutes

1. Homecoming 2016 Preparations
 - a. The elections for the court were held on the week of September 26, 2016.
 - b. The elections for the queen were held on the week of October 3, 2016. The winner will be announced on October 15th.
 - c. Homecoming Football game is October 15, 2016. Cerritos College vs. Santa Monica College

2. "Send Silence Packing"
 - a. The event on suicidal prevention received positive responses to the awareness and support it provided.
 - b. There was local media coverage on the event.
 - c. Active Minds is competing in a Natural Contest where students fill-out surveys.
 - d. Active Minds is trying to take their Cerritos College chapter higher to get more recognition.

3. Cerritos College Food Court & Vending Services
 - a. Subway has opened in the food court. The vendor has been busy. They received a good and positive student response.
 - b. The Grand Opening will be on October 19th & 20th. There will be a 'Buy One, Get One' promotion and a DJ.
 - c. Follett Bookstore
 - i. The regional manager asked if we can possibly allow:
 1. Credit card vending machine
 2. Frozen yogurt
 3. Chick-fil-a goods
 - ii. The scantron vending machine will have pens, pencils, scantrons, and blue books. Possible machine locations: Health Science Building, outside Bookstore, or the Library. The scantron vending machine will be coming in a few weeks.
 - iii. The Coffee Shop had been put on pause due to planning with the new Vice President.

4. ASCC Museum of Tolerance Visits and Discussion Recap
 - a. The ASCC leadership training was capped with the Museum of Tolerance visit.
 - b. The leadership training included workshops on Ethical Leadership, Falcon Safe, and Parliamentary Procedures.

5. InterACT Title IX November Event
 - a. CSULB InterACT conducted a sexual misconduct-training. The interactive program focused on the area of misconduct prevention. The CSULB InterACT actors act scenarios and the audience gets to chime in. They met with all athletic students in August.
 - b. Title IX- Bystander intervention.
 - c. November will also hold a session for all Cerritos College students.

6. ASCC Annual Budget Update
 - a. The new budget was passed in the second meeting of senates.

7. Pending BP/AP 3440 Service Animals
 - a. This was in response to the students with disabilities and the ADA compliance.
 - b. Board of Trustees had a 1st reading of policy on October 5, 2016.
 - c. AP is approved by the College Coordinating Committee.
 - d. A student only asked two questions:
 - i. Is the animal trained?
 - ii. Is the dog or mini horse providing a service for a disability?
 - e. The service animals will be a dog, and/or mini horse.
 - f. Comfort animals are not covered in the ADA. Any other animal is not allowed on campus.
 - g. Student allergies issue does not outweigh the provisions of accommodations for a person with a disability.
 - h. Each individual will be responsible for animal waste.

8. Transgender Student Memo
 - a. A 1 ½ page memo regarding transgender student policies will be sent out October 6th or the week of October 10th.
 - i. Memo to include expectations from the Department of Education and the Office of Civil Rights as well as transgender student concerns.
 - b. Overnight student trips
 - i. Hotel accommodations are gender based. However, if a student has a request based on gender-identity, it will be accommodated.
 - c. Restrooms
 - i. Individual use restrooms are available on campus: LA/DSPS, Health Occupations, Cosmetology, and Physical Science and Technology (PST) Staff restroom

9. Inclusion, Equity, and Diversity Needs
 - a. Students approved the budget. It will take \$150,000 to transform the game room. It may be a Dream club or Umoja location, however it is under discussion.

10. Announcements
 - a. October 20th @ 10:10AM – Earthquake Drill

The next Student Life Committee meeting will take place on November 3, 2016 at 1:00pm in BK 111/112



STUDENT LIFE COMMITTEE

November 3, 2016

BK111/112

1:00 PM

AGENDA

1. Cerritos College Food Court & Vending Services
 - The Committee will discuss the Bookstore surveys for Students, Faculty, Staff, and Managers

2. InterACT Title IX November Event
 - The Committee will review plans for the November 17, 2016 production regarding Title IX matters by InterACT from CSULB.

3. Student Complaints and Grievance Task Group
 - The Committee will discuss the Student Complaints and Grievance Task Group

4. 24-Hour Domestic Violence Shelter
 - The Committee will discuss the 24-Hour Domestic Violence Shelter

5. Announcements
 - Next Student Life Committee Meeting: December 1, 2016

Student Success and Support Committee Meeting
Minutes
Wednesday, October 19th, 2016

Attendees:

Shawna Baskette	Kristi Blackburn	Renée De Long	Quinn Doan	Nayeli Duenas
Dennis Falcon	Michael Farina	Lorraine Gersitz	Liz Page	Jennifer Palma
Yvette Tafoya	Graciela Vasquez	Albert Wilmovsky		

Handouts

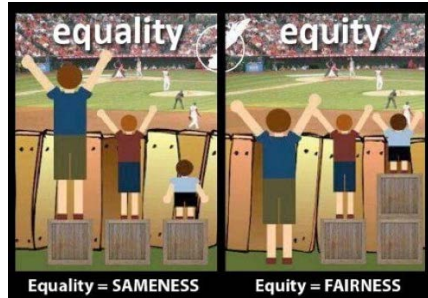
- Feedback from the college wide survey
- Integration of SSSP, BSI, and Student Equity Letter

Agenda Topics	
❖ Introduction of members	All
<p>Feedback from the college wide survey</p> <ul style="list-style-type: none"> ○ When reviewing the survey members weren't clear on goals ○ Question 6: Did the committee/group meet its goal? <ul style="list-style-type: none"> ▪ We need to clarify our goals ○ Question 7 : The members shared information between the committee/ group and their respective constituent group <ul style="list-style-type: none"> ○ Suggestion that the committee meet monthly <p>Committee Goals</p> <ul style="list-style-type: none"> ○ The Student Success and Support Program Committee is an advisory committee in support of the student support services to students throughout the area, including the SSSP, Student Success, and non-credit programs. <p>The core services for the SSSP are:</p> <ol style="list-style-type: none"> 1. Orientation 2. Assessment and placement 3. Counseling, advising, and other education planning services, and the student support services provided by the Student Success Division and Adult Education and Diversity Programs. 4. Follow-up services for at-risk students, which includes many of the student support services provided by the Student Success Division and Adult Education and Diversity Programs. <p>As an advisory group, everyone on the committee brings unique knowledge and skills to the committee that can augment the knowledge and skills of the formal leaders in the Student Success and Support Program so we can effectively guide student support services.</p>	Shawna Baskette

<p>Information and ideas are brought to this committee for an informational review, and to foster two-way communication about the services.</p> <ul style="list-style-type: none"> ○ How do you see the committee or your goals with the committee? ● Discussion: <ul style="list-style-type: none"> ● Several committee members saw this committee as integral in creating links across campus and assisting in integration of services throughout campus. ● Several committees in the Counseling department focus on SSSP initiatives. ● Non-credit program uses the SSSP Committee meeting to address non-credit issues. ● A need for a directory of student support services was identified. ● Discussion on inviting Student Health Services or a CAIR representative to the SSSP meetings. <p>Meeting Times</p> <p>Discussed holding more frequent meetings. Suggestions included changing to monthly meetings or providing in-service trainings for student services at additional supplementary meetings.</p> <p>Shawna agreed to send a Survey Monkey to gather the committee members' votes on the issue.</p>	
<ul style="list-style-type: none"> ○ Integration of SSSP, BSI, and Student Equity plans into one next year <ul style="list-style-type: none"> ○ We have provided the letter of Integration that was sent to us by Chancellor's office ○ The SSSP, BSI, and Student Equity will become one plan 	Renée DeLong
<ul style="list-style-type: none"> ○ Committee membership review <ul style="list-style-type: none"> ○ We will look into our roster to see if we are missing members ○ We will fill in any gap we have ○ Nayeli will check our list and will notify Miriam 	Renée DeLong
<ul style="list-style-type: none"> ○ Posting on our webpage <ul style="list-style-type: none"> ○ Agenda – we will post agendas 48 hours before meetings ○ Minutes – We will post minutes 48 hours after the meeting 	Renée DeLong
<p style="text-align: center;">Items from the floor</p> <ul style="list-style-type: none"> ❖ Announcements : ❖ Kristi Blackburn: We have lost 3 of the 4 research analysts we had in our IERP department. 	

Cerritos College
The College Committee on Student Equity (CCSE)
and the Student Equity Initiatives Subcommittee
Joint Meeting
Wednesday, April 6, 2016; 3:00 p.m.; LC 62

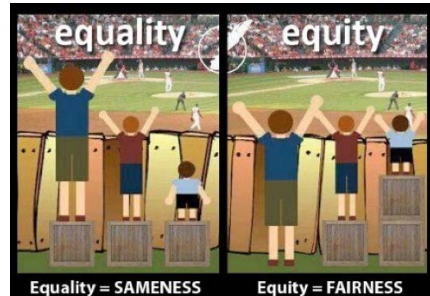
MEETING AGENDA



- I. **Approval of Minutes** – attachment
The CCSE will consider approval of the February 3 and March 10, 2016, meeting minutes.
- II. **Consideration of Requests**
The Student Equity Initiatives Subcommittee and the CCSE, meeting jointly, will consider requests for funding
- III. **Review and Action: Proposed Funding Categories and Items: 2016-17**
The Committee will review and consider items and/or the complete set of Proposed Student Equity Funding Categories and Items: 2016-17.
- IV. **Review and Action: Shared Governance Document**
The Committee will review and consider proposing amendment(s) to its shared governance document, including consolidation of the current subcommittee roles into the functions of the full committee.
- V. **Quorum Requirement**
The Committee will consider proposing a new quorum requirement.
- VI. **Next Meeting – Wednesday, May 4, 2016, at 3 p.m. in LC 62.**
- VII. **Adjournment**

Cerritos College
The College Committee on Student Equity
Special Meeting: Wednesday, April 6, 2016; 3:00 p.m.; LC 62

MINUTES



Members Present: Dr. Lucinda Aborn, Dean, Disabled Student Programs and Services (ACCME)
Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research and Planning (Ex-officio)
Rocio Casillas, Counselor, as proxy for Brittany Lundeen, Co-Director, Transfer Center (Faculty Senate)
Dr. Jan Connal, General Counseling (Faculty Representative)
David Fabish, Instructional Dean of Liberal Arts, as proxy for Norma Rodriguez, Director, Student Program Services (ACCME)
Chelena Fisher, Counselor, as proxy for Dr. Shelia Hill, Instructional Counseling (Faculty Representative)
Dr. Stephen Johnson, Vice President of Student Services (Co-chair)
Dr. Steven La Vigne, Disabled Student Programs and Services (Faculty Representative)
Rick Miranda, Acting Vice President of Academic Affairs (Co-chair)
Roxanne Mitchell, Administrative Secretary, Technology (CSEA)
Dr. Dan Smith, Instructional Dean of HPEDA, as proxy for Rachel Mason, Instructional Dean of Business, Humanities and Social Sciences (ACCME)
Armando Soto, Counseling Department Chair (Faculty Senate)
Yvette Tafoya, EOPS Assistant Director (Ex-officio)
Danylle Williams-Manser, Program Assistant II, Project Hope (CSEA)

Members Not Present: Synnilkiu Avalos, Student Representative (ASCC)
Damon Cagnolatti, iFALCON (Faculty Representative)
Dr. Renée DeLong Chomiak, Dean, Counseling (Ex-officio)
Angie Conley, Math Department (Faculty Representative)
Eduardo De La Rosa, Student Representative (ASCC)
Dr. David El Fattal, Vice President of Business Services (Ex-officio)
Joseph Frausto, Student Representative (ASCC)
Dr. Mary Anne Gularte, Vice President of Human Resources (Ex-officio)
Michelle Lewellen, Faculty Senate President (Faculty Senate)
Terrance Mullins, CCFE (Faculty Representative)
Eduardo Santana II, Student Representative (ASCC)
Jack Swanson, English Department (Faculty Representative)
Graciela Vasquez, Associate Dean of Adult Education/Diversity Programs (Ex-officio)

Dr. Johnson called the meeting to order at 3:20 p.m.

I. Approval of Minutes

MSU (La Vigne, Mitchell) to approve the minutes of February 3, 2016, and March 10, 2016, as presented.

II. Consideration of Requests

There were no new requests submitted for consideration.

III. Review and Action: Proposed Funding Categories and Items: 2016-17

Dr. Johnson directed the committee to the list of categories and items proposed for Student Equity funding next year. We have not received word yet that our allocation will be changing next year, but we should keep that in mind. He noted that many of the items on the list would be ongoing expenses. He added that where there are budget needs in other categorical programs that coordinate with Student Equity, we will fill the funding gaps in their budgets. Both 3SP and Student Equity have until December 31, 2016, to expend their funds, but Student Equity will probably be spent by June 30. We will, however, apply for any additional funds that are offered. New funding requests might be considered depending on the availability of funds after these requests and any necessary support for categorical programs are filled. He indicated that even though the current list of proposed funding shows approximately \$166,000 available for funding requests, requests recently approved at the March meeting and the need for coordination to support underfunded categorical programs has shrunk the amount considerably.

Dr. Blackburn asked that hourly employee funding be added to the list to provide student support services for our Native American students similar to what we do for Umoja and Puente. This population was identified in our data as a group needing support. She stated that she has been in contact with CSULB who has a strong program, and they have offered to help us get started. It was suggested that \$10,000 be added to the list for a Native American program under "Proposed for Equity Programs and Services", however a vote could not be conducted due to lack of quorum.

Discussion continued regarding the funding process. Dr. Aborn noted that some programs have written proposals with clearly measurable data and budgets, while other expenses are just personnel and don't have a proposal. She expressed concern that we have a plan for measuring the data we need for reporting. Dr. Blackburn added that we need to address the process so that everyone has a chance to request funding but also acknowledged that there are instructional needs. Dr. Johnson mentioned that before the committee was formed, Executive Council approved Student Equity expenditures. This would be a good time to put that step back into the sequence so that the committee recommendations for funding go to Executive Council for approval.

IV. Review and Action: Shared Governance Document

Dr. Johnson asked the committee to consider removing the Initiatives Subcommittee from the Student Equity Shared Governance document. He noted that we have been meeting as a joint committee to consider funding requests until this amendment could be considered. Language remains in the Shared Governance document to appoint subcommittees as necessary.

MSU (Smith, Soto) to remove the Student Equity Initiatives Subcommittee from the Shared Governance document.

Dr. Blackburn directed the committee to item J on the shared governance document. She asked the group to reconsider the current meeting time as it conflicts with the 3SP Committee meeting schedule. She distributed a calendar of shared governance committee meeting schedules and requested the group review the available dates and consider changing this committee's schedule. She also asked that the

committee formally adopt a monthly meeting pattern so that decisions can be made and information shared in a timelier manner. The committee identified the second Wednesday of the month at 3 p.m. as an acceptable day to meet.

MSU (Fabish, Aborn) to change the Student Equity Committee to a monthly meeting pattern on the second Wednesday of the month at 3 p.m. during the fall and spring semesters.

V. Quorum Requirement

Dr. Blackburn suggested the committee revisit the current membership two months into the new academic year. She expressed concern about the difficulty we have had meeting quorum but would like to give the members an opportunity to adjust to the new meeting pattern to see if it helps attendance.

The group discussed if there was still a need for the broad representation in the committee membership. It was decided there was merit in the current membership and it should be left as is to be re-evaluated two months into the next semester.

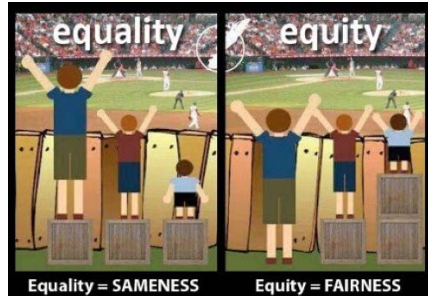
To address the issue of lack of quorum, the group agreed to lower the required number to one-third plus one of the committee membership. The current membership is at 27 so quorum would be set at 10.

MSU (La Vigne, Connal) to change the meeting quorum to 10, calculated as one-third plus one of the committee membership.

The meeting adjourned at 4:30 p.m. The next meeting is scheduled for May 11, 2016.

Cerritos College
The College Committee on Student Equity (CCSE)
and the Student Equity Initiatives Subcommittee
Joint Meeting
Wednesday, May 11, 2016; 3:00 p.m.; LC 62

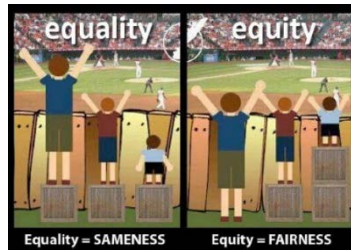
MEETING AGENDA



- I. Approval of Minutes**
The CCSE will consider approval of the April 6, 2016, meeting minutes.
- II. Consideration of Revised Funding Request Form**
The Committee will consider approval of a revised funding request form.
- III. Consideration of Year-End Project Evaluation and Status Report Format**
The Committee will review and consider approving a template for report and evaluation of project outcomes.
- IV. Consideration of Requests**
The Student Equity Committee will consider requests for funding.
- V. Consideration of Funding Categories and Items for 2016-17**
The Committee will review and consider Funding Categories and Items for 2016-17.
- VI. Next Meeting – Wednesday, September 14, 2016, at 3 p.m. in LC 62.**
- VII. Adjournment**

Cerritos College
The College Committee on Student Equity
Wednesday, May 11, 2016; 3:00 p.m.; LC 62

MINUTES



Members Present: Dr. Lucinda Aborn, Dean, Disabled Student Programs and Services (ACCME)
 Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research and Planning (Ex-officio)
 Dr. Jan Connal, General Counseling (Faculty Representative)
 Dr. Stephen Johnson, Vice President of Student Services (Co-chair)
 Judi Holmes, DSPS Specialist, as proxy for Dr. Steven La Vigne, Disabled Student Programs and Services (Faculty Representative)
 Brittany Lundeen, Co-Director, Transfer Center (Faculty Senate)
 Roxanne Mitchell, Administrative Secretary, Technology (CSEA)
 Norma Rodriguez, Director, Student Program Services (ACCME)
 Armando Soto, Counseling Department Chair (Faculty Senate)
 Yvette Tafoya, EOPS Assistant Director (Ex-officio)
 Danylle Williams-Manser, Program Assistant II, Project Hope (CSEA)

Members Not Present: Synnilkiu Avalos, Student Representative (ASCC)
 Damon Cagnolatti, iFALCON (Faculty Representative)
 Angie Conley, Math Department (Faculty Representative)
 Eduardo De La Rosa, Student Representative (ASCC)
 Dr. Renée DeLong, Dean, Counseling (Ex-officio)
 Dr. David El Fattal, Vice President of Business Services (Ex-officio)
 Joseph Frausto, Student Representative (ASCC)
 Dr. Mary Anne Gularte, Vice President of Human Resources (Ex-officio)
 Dr. Shelia Hill, Instructional Counseling (Faculty Representative)
 Michelle Lewellen, Faculty Senate President (Faculty Senate)
 Rachel Mason, Instructional Dean of Business, Humanities and Social Sciences (ACCME)
 Rick Miranda, Acting Vice President of Academic Affairs (Co-chair)
 Terrance Mullins, CCFE (Faculty Representative)
 Eduardo Santana II, Student Representative (ASCC)
 Jack Swanson, English Department (Faculty Representative)
 Graciela Vasquez, Associate Dean of Adult Education/Diversity Programs (Ex-officio)

Dr. Johnson called the meeting to order at 3:07 p.m.

I. Approval of Minutes

MSU (Lundeen, Williams-Manser) to approve the minutes of April 6, 2016, as presented.

II. Consideration of Revised Funding Request Form

Dr. Johnson presented the revised funding request form for the committee's consideration. He stated that over the course of the year we have been collecting the comments and suggestions for improving

the form. He recapped the key adjustments made to the form and asked the committee for additional feedback. After review, the following additional revisions were suggested:

- A submission deadline of September 1, 2016, was added to the request form.
- Correction to verbiage on the scoring rubric removing the term “Initiatives Subcommittee” and replacing it with “Committee”.

The revised funding request form was approved by acclamation.

Mr. Soto commented that we need to be diligent about communicating the availability of Student Equity funds to the campus and the deadline for submitting funding requests. He also asked about the possibility of additional requests being funded after the deadline, if it appears the Student Equity funds will not be expended with the existing projects. Dr. Johnson explained that it may appear that the fund balance is very large, however there are charges being posted all the time and expenses that were initially charged to department budgets are being transferred to Student Equity accounts. This is not a concern at this time since we have carryover authority to December 31, and we will be able to spend any leftover funds. He added that we probably won't know our ending balance until the end of July when the books are closed. There are many expenses that have not been charged back to Student Equity. In order to be responsive to the requests we received on a first come, first served basis, and in order to serve the purposes of Student Equity, there are provisional items in the proposed budget to put that money to work if we have it.

Dr. Johnson indicated we have until May 25 to apply for additional funds being reallocated by the Chancellor's Office. He added that there are specific guidelines on what areas can be supported with these funds. We were successful last year in asking for additional funds of \$100,000 for direct aid to students.

III. Consideration of Year-End Project Evaluation and Status Report Form

Dr. Johnson presented a draft form for Year-end Project Status and Evaluation Reports. He indicated that we are trying not to be too burdensome to requestors the first time through the process. We are trying to be streamlined and see if this form provides enough actionable information to use in the fall. We want specific information as well as overview information on disproportionate impact. All of the areas that received Student Equity funding will be asked to complete the form. Dr. Johnson asked the group to review and comment on the proposed form. After review, the following revisions were suggested:

- Add instructions in a header on the second page directing users that for each Achievement (outcome) item listed on the front side of the form, enter its line number (bolded numbers in the left-hand column) in each cell below that the Achievement addressed student needs.
- Add a signature line for the area manager and dean

The project evaluation and status report form was approved by acclamation.

The group discussed the value of adopting a standard practice of having all of the funded areas make a brief, five-minute presentation to the committee. Ms. Rodriguez commented that it would be beneficial to hear the successes and outcomes of the initiatives. Dr. Johnson added that we also have many larger programs that were funded, such as campus-wide tutoring, that address the fact that a large percentage of our student population falls into disproportionately impacted groups.

Ms. Lundeen requested that the committee have the option to ask for a presentation from requestors on their proposal when there are questions or additional information is needed before approving the request for funding. Dr. Johnson clarified that presentations from new requestors would be made close to the time of budget adoption and the evaluation and status reports would come later in the year.

Mr. Soto expressed concern that the committee may not have time to hear all of the reports and would have to decide which would be more valuable, the new requests or the ongoing programs. Dr. Johnson stated that we must keep in mind that with most of the monies provisionally allocated, new requests may be very minimal. Dr. Connal stated she is more concerned with knowing if the programs going forward are implementing those monies in the way they were intended. She added that newer ideas may not be able to come forward if all the money is already expended.

Dr. Aborn suggested it may be easier to schedule presentations of program data on accomplishments by the categories listed in the budget. It would be easier to see trends and other types of common outcomes. Dr. Johnson recommended the presentations be scheduled with several projects presenting at each meeting. The process will need to be shared with the requestor to complete the form and to anticipate a request to make a presentation to the committee sometime in the fall. Ms. Lundeen commented that the committee may need to meet more often than once a month to be able to hear all of the presentations.

IV. Consideration of Requests

There were no new requests submitted for consideration.

V. Consideration of Funding Categories and Items for 2016-17

Dr. Johnson shared the list of 2016-17 Student Equity Funding Categories and Items. He indicated that per the committee's request, he added a column to the document that identified if an item was one-time, ongoing, or continuing. He made initial assignments, but believes the committee should discuss them as a group to make a formal decision.

Ms. Lundeen asked if there was any chance some of the programs, such as Transfer Center, would be institutionalized and if there was anything that could be done to make it happen. Dr. Johnson responded that the requests should be put into unit plans and if the budget situation improves it may be possible. It was recognized that there were a number of needs that required attention and Student Equity took them on when appropriate; however, we will need an additional infusion of funding to support some of the others. Dr. Johnson pointed out that the total amount of the allocations is \$3,136,750 and our allocation is only about \$2.4 million. If we have enough carryover, we will be able to fund the regular and provisional, but adjustments will have to be made if we don't. The focus needs to be on making certain we get our Student Equity work done.

The committee reviewed and discussed the funded categories and items and how the amounts were allocated to the various projects. The following revisions were approved:

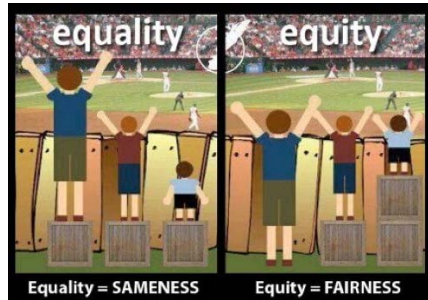
- The \$15,000 expense for the Community College Survey of Student Engagement (CCSSE) was removed since this is an activity we will only request once every three years.
- The Puente Program budget was increased from \$20,000 to \$35,000 using the funds that were allocated to CCSSE.

MSU (Aborn/Soto) to approve the Student Equity budget with the elimination of CCSSE, the addition of \$15,000 to the Puente Program to \$35,000, with the provisionals labeled as and known to be provisional, and subject to the final state budget and the college's ending balance in the Student Equity budget.

The meeting adjourned at 4:25 p.m. The next meeting is scheduled for September 14, 2016.

Cerritos College
The College Committee on Student Equity (CCSE)
Special Meeting
Monday, June 20, 2016; 3:00 p.m.; LC 62

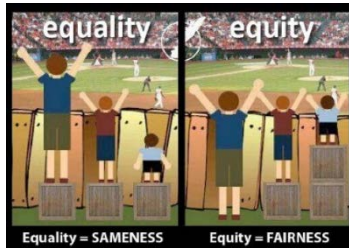
MEETING AGENDA



- I. **Receipt and Disbursement of Special Reallocated Funds**
- II. **Next Meeting – Wednesday, September 14, 2016, at 3 p.m. in LC 62.**
- III. **Adjournment**

Cerritos College
The College Committee on Student Equity
Special Meeting: Monday, June 20, 2016; 3:00 p.m.; LC 62

MINUTES



Members Present: Dr. Lucinda Aborn, Dean, Disabled Student Programs and Services (ACCME)
Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research and Planning (Ex-officio)
Dr. Chelena Fisher, Counselor, as proxy for Dr. Shelia Hill, Instructional Counseling (Faculty Representative)
Dr. Steven La Vigne, Disabled Student Programs and Services (Faculty Representative)
Rachel Mason, Instructional Dean of Business, Humanities and Social Sciences (ACCME)
Rick Miranda, Acting Vice President of Academic Affairs (Co-chair)
Roxanne Mitchell, Administrative Secretary, Technology (CSEA)
Norma Rodriguez, Director, Student Program Services (ACCME)
Yvette Tafoya, EOPS Assistant Director (Ex-officio)
Graciela Vasquez, Associate Dean of Adult Education/Diversity Programs (Ex-officio)
Danylle Williams-Manser, Program Assistant II, Project Hope (CSEA)

Members Not Present: Synnilkiu Avalos, Student Representative (ASCC)
Damon Cagnolatti, iFALCON (Faculty Representative)
Angie Conley, Math Department (Faculty Representative)
Dr. Jan Connal, General Counseling (Faculty Representative)
Eduardo De La Rosa, Student Representative (ASCC)
Dr. Renée DeLong, Dean, Counseling (Ex-officio)
Dr. David El Fattal, Vice President of Business Services (Ex-officio)
Joseph Frausto, Student Representative (ASCC)
Dr. Mary Anne Gularte, Vice President of Human Resources (Ex-officio)
Dr. Stephen Johnson, Vice President of Student Services (Co-chair)
Michelle Lewellen, Faculty Senate President (Faculty Senate)
Brittany Lundeen, Co-Director, Transfer Center (Faculty Senate)
Terrance Mullins, CCFE (Faculty Representative)
Eduardo Santana II, Student Representative (ASCC)
Armando Soto, Counseling Department Chair (Faculty Senate)
Jack Swanson, English Department (Faculty Representative)

Mr. Miranda called the meeting to order at 3:09 p.m.

I. Receipt and Disbursement of Special Reallocated Funds

Mr. Miranda stated that the goal of the meeting is to discuss and determine how we will reduce the original \$146,622 request for special reallocated funds by \$39,322 to reach our award of \$107,300. He asked the committee to work as a group to make this decision.

As a means to decrease the project budgets, the group discussed reductions in the scope of activities and possible alternate funding sources for some of the requests. The project budgets were reduced as follows:

Revised Funding:

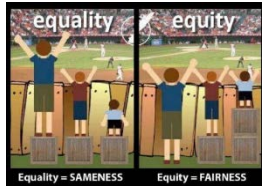
Culturally Responsive Teaching Train-the-Trainer Program	\$ 51,000
Umoja Historically Black Colleges/Universities and Cultural Tour	\$ 25,450
Minority Male/Foster Youth Support (EOPS)	\$ 17,500
Data Capacity/Tableau Training	\$ 5,800
Men of CalWORKs	\$ 4,950
Deaf and Hard of Hearing Student Support in Basic Skills Courses	<u>\$ 2,600</u>
	\$107,300

It was noted that if additional Student Equity funds are available at the end of the year, the committee will revisit the reductions made to these funding requests.

MSU (Aborn/Williams-Manser) to approve the amended budgets of the Student Equity Special Reallocation of Funds.

The meeting adjourned at 4:29 p.m. The next meeting is scheduled for September 14, 2016.

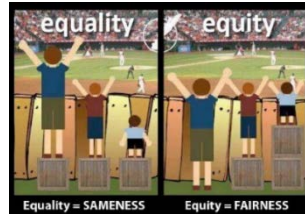
Cerritos College
College Committee on Student Equity
Special Meeting, Wednesday, September 14, 2016; 3:00 p.m.; LC 62
AGENDA



- I. Approval of the Minutes**
The Committee will consider approval of the Minutes of May 11 and June 20, 2016.
- II. ASA (American Student Assistance) SALT Program**
The Committee will receive a presentation from Ms. Sarah Arslanian, and consider, the ASA SALT Program addressing student finance of higher education and involved equity factors.
- III. Student Equity Project Review**
The Committee will hear and consider a report from Professor Frank Gaik on the funded Student Equity Plan project: *Global Literature Certification & Diversity Internships*
- IV. Review and Action: Shared Governance Survey**
The Committee will review and consider its data in the 2015-16 annual shared governance effectiveness survey results prepared by the Office of Institutional Effectiveness, Research, and Planning.
- V. Review of Student Equity Plan Indicators, Cerritos College Disproportionately Impacted Student Groups Data, and 2016-17 Cerritos College Student Equity Resource Allocation**
The Committee will review and consider Cerritos College's data on disproportionately impacted student groups according to the statewide student equity indicators and the corresponding annual resource allocation to address such, according to:
 - A. Access
 - B. Course Completion
 - C. ESL & Basic Skills Completion
 1. English
 2. Math
 3. ESL
 - D. Degree and Certificate Completion
 - E. Transfer
- VI. Student Equity Plan Reporting, Appraisal, and Continuous Improvement Action Schedule**
The Committee will consider adoption of an annual calendar of required reporting, appraisal, and feedback/guidance/redirection for leaders and teams of resource allocation recipients.
- VII. Member Reports**
Members of the College Committee on Student Equity may report on activities and matters for attention of the Committee.
- VIII. Next Meeting – Wednesday, October 12, 2016, at 3 p.m. in LC 62.**
- IX. Adjournment**

Cerritos College
The College Committee on Student Equity
Wednesday, September 14, 2016; 3:00 p.m.; LC 62

MINUTES



Members Present: Dr. Kristi Blackburn, Dean of Institutional Effectiveness, Research and Planning (Ex-officio)
Dr. Jan Connal, General Counseling (Faculty Representative)
Dr. Renée DeLong, Dean, Counseling (Ex-officio)
Dr. Chelena Fisher, Counselor, as proxy for Dr. Shelia Hill, Instructional Counseling (Faculty Representative)
Dr. Stephen Johnson, Vice President of Student Services (Co-chair)
Judi Holmes, DSPS Specialist, as proxy for Dr. Steven La Vigne, Disabled Student Programs and Services (Faculty Representative)
Saul Lopez-Pulido, Student Representative (ASCC)
Michelle Lewellen, Faculty Senate President (Faculty Senate)
Brittany Lundeen, Co-Director, Transfer Center (Faculty Senate)
Rachel Mason, Instructional Dean of Business, Humanities and Social Sciences (ACCME)
Rick Miranda, Acting Vice President of Academic Affairs (Co-chair)
Karen Patron, Student Representative (ASCC)
Norma Rodriguez, Director, Student Program Services (ACCME)
Nishi Shah, English Department (Faculty Representative)
Yvette Tafoya, EOPS Assistant Director (Ex-officio)
Graciela Vasquez, Associate Dean of Adult Education/Diversity Programs (Ex-officio)
Danylle Williams-Manser, Program Assistant II, Project Hope (CSEA)
Dara Worrel, Math Department (Faculty Representative)
Traci Ukita, Counseling Department Chair (Faculty Senate)

Members Not Present: Dr. Lucinda Aborn, Dean, Disabled Student Programs and Services (ACCME)
Damon Cagnolatti, iFALCON (Faculty Representative)
Ali Delawalla, Acting Vice President of Business Services (Ex-officio)
Harry Joel, Interim Vice President of Human Resources (Ex-officio)
Roxanne Mitchell, Administrative Secretary, Technology (CSEA)
Terrance Mullins, CCFE (Faculty Representative)

Guests: Sara Arslanian, American Student Assistance
Terrie Cheatham, English Faculty/Global Literature Project
Amber Dofner, Program Facilitator, Student Activities
Dr. Frank Gaik, English Faculty/Global Literature Project
Rachel Martinez, DSPS Specialist
Kim Westby, Dean, Student Support Services

Dr. Johnson called the meeting to order at 3:07 p.m.

I. Approval of Minutes

MSU (Lundeen, Williams-Manser) to approve the Student Equity Committee minutes of May 11, 2016, as presented.

MSU (Rodriguez, Vasquez) to approve the Student Equity Committee minutes of June 20, 2016, as presented.

II. American Student Assistance (ASA) Salt Program

Ms. Sarah Arslanian, from American Student Assistance, presented information on the Salt Program. Salt is a financial aid debt management program that helps students successfully plan for college and repay their higher education debt.

III. Student Equity Project Review

Professor Frank Gaik presented a report on his Student Equity Plan funded project: Global Literature Certification and Diversity Internships. The primary goal of the project is to improve the readiness of our students who transfer to the university as juniors by enhancing their intercultural competency through the study of global literature. In addition, graduate students from local universities are invited to apply for an internship in Global Literature where they train, research, and plan during the fall semester for the spring curriculum. In the spring, they observe and participate in the classroom. The interns present their findings each semester at a campus seminar.

The Global Literature Certification and Diversity Internships project was approved in 2014-15 for three years of funding. Dr. Gaik is requesting that the committee continue funding for this project through its completion in 2017-18.

IV. Review and Action: Shared Governance Survey

Dr. Johnson asked the committee to review and consider the data in the 2015-16 annual shared governance effectiveness survey results prepared by the Office of Institutional Effectiveness, Research, and Planning. He reminded the group that at the end of each academic year, members of each shared governance committee are asked to complete an assessment of their committee. When the committees reconvene in the fall, they review and discuss the feedback for continuous improvement. The following items were identified in the survey as areas of concern:

- Establish and adhere to a regular meeting schedule – Committee members expressed concern about meetings scheduled during finals week and the first week of the semester. It was agreed the committee would keep the meeting on December 14 during finals week, but would move the January 11 meeting scheduled during the first week of school to January 18. Members were also encouraged to send a proxy if they cannot attend a scheduled meeting.
Ms. Lewellen requested that the 2017-18 meeting calendar be reviewed at the May meeting so that possible conflicts can be addressed early.
- Summary of group data – Student Equity was identified as one of two groups with very disparate survey responses. It was noted that the disparate comments could have been the result of unclear planning guidelines from the Chancellor's Office. Dr. DeLong, Ms. Vasquez, and Mr. Miranda will be attending Chancellor's Office training for Student Equity and 3SP and hope to return with more guidelines for both programs that they can report on at the October meeting.
- Clarity of the proposal process – Many of the survey comments speak to the clarity of the proposal process. The proposal form was updated last year, but a formal request for proposals will not be sent out because this year's funding has already been allocated. This year would be a good time to reevaluate the proposal process before we approve funding for 2017-18 in May. We have many programs that are running successfully. We must decide who will not be funded again

before we can reallocate funds. In order to make that decision we need to determine our priorities and align our decision with them.

V. Review of Student Equity Plan Indicators, Cerritos College Disproportionately Impacted Student Groups Data, and 2016-17 Cerritos College Student Equity Resource Allocation

This item was held over to the next meeting.

VI. Student Equity Plan Reporting, Appraisal, and Continuous Improvement Action Schedule

This item was held over to the next meeting.

VII. Member Reports

This item was held over to the next meeting.

VIII. Next Meeting

The next meeting is scheduled for October 12, 2016, at 3 p.m. in LC 62.

IX. Adjournment

The meeting was adjourned at 4:44 p.m.

Student Equity Funding Categories and Items Recommended to Executive Council for 2016-17

ITEM	AMOUNT	ONE-TIME/ CONTINUE/ ONGOING	LEAD
Tutoring			
Deaf and Hard of Hearing (DHH) Students Math Tutoring	\$ 29,400	Continue	Aborn
Discipline Specific Tutoring	\$ 36,360	Continue	Baskette
iFALCON Tutoring, Supplemental Instruction (CTX)	\$ 200,000	Continue	Baskette
Lab Assistants/Instructional Aides/Embedded Tutors - SEM	\$ 150,000	Ongoing	Boardman
Satellite Academic and Support Center	\$ 100,000	Continue	Baskette
Student Success Tutors - Math	\$ 120,000	Ongoing	Baskette
Success Center Embedded Tutors for ENGL, ESL, READ, MATH, and other disciplines	\$ 100,000	Ongoing	Baskette
Veterans - Tutoring	\$ 50,000	Ongoing	DeLong
Tutoring Total	\$ 785,760		

Personnel (+7.5%)			
DSPS Specialist	\$ 120,808	Ongoing	Aborn
Dual Enrollment Manager	\$ 133,768	Ongoing	McKinley
Foster Youth Allied Service Continuity - LINC Program Facilitator - Classified Staff	\$ *46,325	Ongoing	Tafoya
Instructional Specialist	\$ 95,762	Ongoing	Baskette
Research Analyst (Cognos) Data Warehouse - Classified Staff	\$ 95,043	Ongoing	Blackburn
Student Equity Classified Facilitator for Student Equity, Cross-Cultural & Title IX Resources	\$ 86,445	Ongoing	Student Affairs
Student Equity Engagement Support - Student Assistants	\$ 20,000	Continue	Student Affairs
Personnel Total	\$ 598,151		

*6 months salary

Diversity, Equity, and Inclusion Programs, Services, and Research			
Black History Month	\$ 5,000	Ongoing	Walker
iFALCON Support Services	\$ 100,000	Ongoing	Baskette
LINC Community Outreach Leaders	\$ 21,000	Ongoing	Tafoya
Native American Program	\$ 10,000	Ongoing	Student Equity Committee
Project HOPE	\$ 50,000	Ongoing	Williams-Manser
Puente Program	\$ 35,000	Ongoing	DeLong
Transfer Programs	\$ 80,000	Ongoing	Lundeen/Graf
Umoja Program	\$ 50,000	Ongoing	Fisher/Hill
Veterans Center Support	\$ 50,000	Ongoing	DeLong
Equity Programs and Services Total	\$ 401,000		

ITEM	AMOUNT	ONE-TIME/ CONTINUE/ ONGOING	LEAD
Expanded Hours Support			
Admissions and Records	\$ 12,000	Continue	Murguia
Child Development	\$ 155,000	Continue	Ward
Disabled Student Programs and Services	\$ 40,000	Continue	Aborn
Financial Aid	\$ 47,000	Continue	Westby
Library	\$ 30,000	Continue	Baskette
Student Activities	\$ 18,000	Continue	Student Affairs
Student Center	\$ 31,000	Continue	Student Affairs
Expanded Hours Support Total		\$ 333,000	

Technology			
Hyland - TC/TCE	\$ 50,000	Ongoing	Murguia
Language Access Program	\$ 3,000	Ongoing	Johnson
Maxient Title IX, other OSCG (\$33K for 3 years)	\$ 9,000	Continue	Student Affairs
Technology Total		\$ 62,000	

Academic Support			
Bridging Digital Divide: Piloting Targeted Tech Support @ the Library	\$ 10,000	Continue	Baskette
Global Lit. Certification & Diversity Internships (\$107,000 for 3 years)	\$ 41,000	Continue	Gaik (Fabish)
Micro Technology Associates Certification Exams	\$ 12,000	Continue	Lou (Boardman)
Academic Support Total		\$ 63,000	

Professional/Student Diversity, Equity, and Inclusion Development, Training & Recruitment			
Diversity Recruitment (HR)	\$ 40,000	Ongoing	Flores-Church
Professional Development Training (HR)	\$ 40,000	Ongoing	Flores-Church
Professional/Student Diversity, Equity, and Inclusion Development	\$ 109,398	Continue	Johnson
SDSU Research Foundation and M2C3 Research and Development Project	\$ 20,000	Continue	Johnson/Hill
Student Outreach (Public Affairs)	\$ 30,000	Continue	Walker
Title IX Professional and Student Training and Development (HR)	\$ 25,000	Continue	Raphael
Professional/Student Diversity, Equity, and Inclusion Development, Training & Recruitment Total		\$ 264,398	

ITEM	AMOUNT	ONE-TIME/ CONTINUE/ ONGOING	LEAD
One-time Special Reallocation Projects (through 12-31-16)			
Data Capacity/Culturally Responsive Teaching	\$ 56,800	One-time	Blackburn
DSPS Basic Skills Support: Adult Hourly – Outreach Worker	\$ 2,600	One-time	Aborn
Men of CalWORKs (Man Cave)	\$ 4,950	One-time	Rodriguez
Minority Male/All Foster Youth – Mental Health	\$ 17,500	One-time	Tafoya
Umoja HBCU Student Visits	\$ 25,450	One-time	DeLong/Hill
One-time Special Reallocation Projects Total	\$ 107,300		

Regular Annual Budget	\$ 2,507,309
+ One-time Special Reallocation	\$ 107,300
2016-17 GRAND TOTAL	\$ 2,614,609

One-time – One-time expense for current year

Continue – Continued funding from prior year

Ongoing – Funding source that will continue for the life of Student Equity funding

Spring 2017 Coordinating Committee Meeting Schedule

January 23	Review February 1 Board Agenda and Committee Reports
February 6	Review February 15 Board Agenda and Committee Reports
February 21 (Tuesday)	No Meeting – Email March 1 Board Agenda
March 6	Committee Reports
March 27	Review April 5 Board Agenda and Committee Reports
April 10	Review April 19 Board Agenda and Committee Reports
April 24	Review May 3 Board Agenda and Committee Reports
May 8	Review May 17 Board Agenda and Committee Reports

Dates are subject to change.

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations
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ACTION

This item is presented for informational purposes only.

FISCAL IMPACT

Funding sources vary and are dependent upon the type of solicitation.

REPORT SUMMARY

This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, and may include outside public sector expertise or consultants.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

**Cerritos Community College District
Board Meeting: February 1, 2017
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations**

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
TBD	Independent Audit Services	February (Tentative)	Annual auditing services for fiscal year ending June 30, 2017 and 2018, with the option to extend services for three succeeding years thereafter. The annual audit shall include an audit of all funds and accounts under the jurisdiction and control of the District, including Measure CC and Measure G, and will include the Cerritos College Foundation as an optional engagement.	Business Services

*Future dates are subject to change. See <http://cms.cerritos.edu/purchasing/bids-and-proposals.htm> for up-to-date information about RFP and RFQ releases.