



CERRITOS COLLEGE
BOARD BOOK

MARCH 6, 2019



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

CHERYL A. EPPLE BOARD ROOM
11110 ALONDRA BOULEVARD, NORWALK CA 90650

Wednesday, March 6, 2019 at 7:00 p.m.

CALL TO ORDER:

Carmen Avalos, Board President

Carmen Avalos, President
Trustee Area 2

Marisa Perez, Vice President
Trustee Area 4

Martha Camacho-Rodriguez, Board Clerk
Trustee Area 1

James Cody Birkey, Member
Trustee Area 3

Zurich Lewis, Member
Trustee Area 7

Dr. Shin Liu, Member
Trustee Area 5

Dr. Sandra Salazar, Member
Trustee Area 6

Phil Herrera
Student Trustee

Dr. Jose Fierro
President/Superintendent

Cerritos College Mission

Cerritos College values its diverse student population and is committed to providing these students with high quality, comprehensive instructional programs and support services that improve student success and offer clear pathways to achieve personal, educational, and career goals. In doing so, the college develops in students the knowledge, skills, and values that prepare them to be productive participants in the global community.

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY

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

President's Office - 11110 Alondra Boulevard - Norwalk, California 90650
(562) 860-2451, Extension 2204 - (562) 860-1104 – FAX

Copies of the agenda materials are available in the President's Office and are available online at
www.cerritos.edu/board

1. **Invocation**
2. **Pledge of Allegiance**
3. **Roll Call**

AGENDA ORGANIZATION

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

COMMENTS FROM THE AUDIENCE

(Government Code Section 54954.3)

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

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

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

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

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

OPEN SESSION AGENDA

CONSENT CALENDAR ITEMS

Agenda Items 4-23 are presented as Consent Calendar Items. All items may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the Board of Trustees, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

4. Provide Compensation to Board Member for Absences from Board Meeting

It is recommended that the Board of Trustees approve Dr. Salazar’s absence and that she be compensated for the February 20 board meeting. No fiscal impact.

5. Minutes

It is recommended that the Board of Trustees approve the minutes of the meetings of February 6 and February 20, 2019. No fiscal impact.

6. New Courses and Programs, and Modifications to Existing Courses and Programs

It is recommended that the Board of Trustees approve new course offerings and modifications to curriculum, as attached. There is no fiscal impact.

7. Stipend for Faculty Assisting with Tutor Training for Fall 2018

It is recommended that the Board of Trustees approve a stipend for faculty member Lee Anne McIlroy, who helped train Success Center tutors. Coordination with faculty members in this way assures that tutors continue to develop content knowledge in their field. No general funds will be used. Basic Skills Initiative funds in the amount of \$200 will be utilized.

8. Learning Community Faculty Stipends

It is recommended that the Board of Trustees approve individual stipends totaling \$2,400 for faculty teaching in Learning Communities during the Spring 2019 semester. Funds from the Learning Community Program budget will be utilized for this expenditure.

9. Liberal Arts-funded Stipends for Forensics Mentorship Program

It is recommended that the Board of Trustees approve stipends of \$250 to each part-time faculty mentee: Ken Carrell, Eddie Ayala, and Selene Aguirre, as compensation for completing the Forensics Mentorship Program. Funds will be drawn from the Liberal Arts-Forensics' general fund budget in the total amount of \$750.

10. Strong Workforce Program Regional Grant Funds Round 2 (SWP) Faculty Stipends

It is recommended that the Board of Trustees approve individual stipends totaling \$6,100 for faculty mentoring for the Strong Workforce Program Regional Grant funds round 2 (SWP) taking place during the spring 2019 semester. Funds from the Strong Workforce Program Regional Grant will be utilized for these expenditures. No general funds will be used.

11. Notice of Completion for Bid No. 17P008, Stadium ADA Upgrades

It is recommended that the Board of Trustees approve the Notice of Completion for Dalke & Sons Construction, Inc. of Riverside, California for the Stadium ADA Upgrades project at Cerritos Community College District as presented. The total final contract amount was \$903,860 which was paid by the G.O. Bond.

12. Ratification of Change Order No. 2 [Deductive Credit, Owner Added Scope], (Contract No. 16P011), Dalke & Sons Construction, Inc., Social Science Elevator Project

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit, Owner Added Scope] in the amount of \$3,368 for the Social Science Elevator project. The amount from Change Order No. 2 will be \$3,368, increasing the contract amount to \$2,464,425. Funding will be reallocated to the GO Bond.

13. Purchase Orders for the Month of January 2019

It is recommended that the Board of Trustees approve the purchase orders processed during the month of January 2019. Funding sources vary and are dependent upon the goods/services purchased.

14. Contracts for the Month of January 2019

It is recommended that the Board of Trustees approve the contracts that were processed during the month of January 2019. Funding sources vary and are dependent upon the goods/services purchased.

15. Agreement with Phillips Design and Marketing, Inc. for Website Management and Marketing Services for Clean Transportation and Logistics

It is recommended that the Board of Trustees approve the agreement with Phillips Design and Marketing, Inc. for website management and marketing services for Clean Transportation and Logistics. The contract shall be for the not-to-exceed amount of \$43,000; funding is made possible through Cerritos College's Sector Navigator grant agreement with the California Community Colleges Chancellor's Office.

16. Agreement with Social Enterprises, Inc. for Event Planning and Management for the Advanced Transportation Summit

It is recommended that the Board of Trustees approve the agreement with Social Enterprises, Inc. for event planning and management for the Advanced Transportation Summit. The contract shall be for the not-to-exceed amount of \$38,900; funding is made possible through Cerritos College's Sector Navigator grant agreement with the California Community Colleges Chancellor's Office.

17. Ratification of the Amendment to the Subgrantee Agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Advanced Transportation & Logistics in the Los Angeles and Orange County Region

It is recommended that the Board of Trustees ratify the amendment to the subgrantee agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Advanced Transportation & Logistics in the Los Angeles and Orange County region. There will be no change to the previously approved funding levels; funding is made possible through Rancho Santiago Community College District's grant agreement with the California Community Colleges Chancellor's Office.

18. Ratification of the Amendment to the Subgrantee Agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Business & Entrepreneurship in the Los Angeles and Orange County Region

It is recommended that the Board of Trustees ratify the amendment to the subgrantee agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Business & Entrepreneurship in the Los Angeles and Orange County region. There will be no change to the previously approved funding levels; funding is made possible through Rancho Santiago Community College District's grant agreement with the California Community Colleges Chancellor's Office.

19. Ratification of Amendment to the Subgrantee Agreement with Rancho Santiago Community College District for the Strong Workforce Program – Regional Fund Agreement

It is recommended that the Board of Trustees ratify the second amendment to the subgrantee agreement with Rancho Santiago Community College District for acceptance of the Strong Workforce Program – Regional Fund Agreement allocated to Cerritos College. Cerritos College will receive additional funding in the amount of \$98,810 increasing the contract total to \$567,810; funding is made possible through Rancho Santiago Community College District's agreement with the California Community Colleges Chancellor's Office.

20. Make Budget Transfers and Budget Adjustments

It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented. The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Restricted General Fund, Capital Outlay Projects Fund, and Student Financial Aid Fund ending balances; and decrease the Unrestricted General Fund, and Insurance-Property and Liability Fund ending balances.

21. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 Academic Year

It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2018-2019 academic year and as presented on the attached list.

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

It is recommended that the Board of Trustees approve and/or ratify the employment of classified, short-term, substitute, professional expert, and/or student hourly personnel.

23. Public Employment: Tenured

It is recommended that the Board of Trustees approve the continued employment of the probationary contract faculty members as tenured employees, effective 2019-2020 academic year. No additional financial effect. This is budgeted in the General Fund.

INFORMATION ITEMS

Agenda Item 24 is presented as an Information Item.

24. Information Item: College Coordinating Committee Minutes

The Board of Trustees will review the January 28 and February 11, 2019 College Coordinating Committee Minutes.

ADMINISTRATIVE ITEMS

Agenda Items 25-29 are presented as Administrative Items.

25. Presentation and Consideration of Approval of Sabbatical Leave Reports for 2017-2018 Academic Year

It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2017-2018 Academic Year. No fiscal impact.

26. Consideration of Approval to Reschedule the Regular Board Meeting of April 17, 2019 to April 24, 2019

It is recommended that the Board of Trustees reschedule the regular Board Meeting of April 17, 2019 to April 24, 2019 at 7:00 p.m. No fiscal impact.

27. Consideration of Approval to Appoint Two Board Members to the Executive Director, Foundation and Institutional Advancement Hiring Committee

It is recommended that the Board of Trustees appoint two board members to the Executive Director, Foundation and Institutional Advancement Hiring Committee. No fiscal impact.

28. Consideration of Approval to Award Food Services Agreements for the District's Campus Food Services for Various Vendor Locations on Campus

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into Food Service Vendor Operating Agreements as follows:

- a. Campus Food Services, Inc. for the District's Campus Food Services for Vendor Location No. 1, 2, 7, and Mobile Coffee and/or Concession Cart/Kiosk.
- b. Saikrupa Foods, Inc. dba SUBWAY for the District's Campus Food Services for Vendor Location No. 3.
- c. Kelvin Khang, Inc. dba Yago Juice for the District's Campus Food Services for Vendor Location No. 4.
- d. Zebra Café for the District's Campus Food Services for Vendor Location No. 5.
- e. Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 6.
- f. Cassidy's Corner Café for the District's Campus Food Services for Vendor Location No. 8 and Coffee and/or Concession Cart/Kiosk.

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from each food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location under contract.

29. Consideration of Approval of Naming of Facility - Main Men's Room in Performing Arts Building

It is recommended that the Board of Trustees approve to permanently name the main men's restroom in the lobby of the new Performing Arts building the "Jack Finnell Restroom." The naming will consist of a commemorative plaque near the entry of the restroom. Mr. Finnell made a five thousand dollar (\$5,000) gift to the Foundation for this naming opportunity in November of 2018. He previously made a first-time gift in June of 2018 for five thousand dollars (\$5,000) and is a President Circle donor.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

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

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

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

30. Liability Clams: Significant exposure to litigation pursuant to Government Code Section sections 54954.5(d) and 54956.95 (JPA liability claims)

Claimant: (Name withheld pursuant to Government Code Section 54961)

Agency claimed against: Cerritos Community College District

31. Conference with Labor Negotiators (GC #54957.6)

A. Agency Representatives: Dr. Adriana Flores-Church, Dr. Jose Fierro

B. Employee Organizations:
California School Employees Association (CSEA)
Cerritos College Faculty Federation (CCFF)

C. Unrepresented Employees:
Management Employees
Contract Management Employees
Confidential Employees
Child Development Center Teachers and Instructional Associates
Short-term, Temporary, and Substitute Staff

32. Reconvene to Open Session

33. Adjournment

***The Next Regular Meeting of the Board of Trustees is set for
Wednesday, March 20, 2019 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 March 1, 2019 at 3:00 p.m., as required by law.

Dr. Jose Fierro, President/Superintendent

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**
Agenda Item No. 4

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval to Provide Compensation to Board Member for Absences from Board Meeting
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ACTION

It is recommended that the Board of Trustees approve Dr. Salazar's absence and that she be compensated for the February 20 board meeting.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

In accordance with [Board Policy 2725](#) and Education Code [72024](#), trustees may be compensated for absences from scheduled Board meetings if the reason for absence is jury duty, school business, hardship acceptable to the Board, or illness.

Dr. Salazar was absent to due to illness from the regular meeting of February 20, 2019.

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: **March 6, 2019**
Agenda Item No. 5

FROM:

Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Minutes

ACTION

It is recommended that the Board of Trustees approve the minutes of the meetings of February 6 and February 20, 2019.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

It is recommended that the Board of Trustees approve the following minutes:

- [February 6, 2019](#)
- [February 20, 2019](#)

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

FROM: _____
Dr. Jose L. Fierro
President/Superintendent

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

SUBJECT: Consideration of Approval of New Courses and Programs, and Modifications to Existing Courses and Programs
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ACTION

It is recommended that the Board of Trustees approve new course offerings and modifications to curriculum, as attached.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

The Curriculum Committee, a standing committee of the Faculty Senate, reviews and makes recommendations on proposals for adding, expanding, deleting, or modifying programs and courses offered by the College. Curriculum Committee membership consists of a Chairperson; a faculty member from each instructional area; 1 student representative appointed by ASCC; the Vice President, Academic Affairs or designee; 1 Faculty Senate Vice President; and the Matriculation Officer. Consensus is the preferred decision-making process. All faculty members serving on the Curriculum Committee are voting members.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

New Course Offerings and Modifications to Curriculum.

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	Department name change from SPCH to COMM	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 24, 2019
New	Liberal Arts	COMM 60 – Basics of Speech Communication	COMM 60 will be replacing SPCH 60.	January 31, 2019
New	Liberal Arts	COMM 100 – Introduction to Communication Studies	COMM 100 will be replacing SPCH 100; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 103 – Argumentation, Persuasion, and Critical Thinking	COMM 103 will be replacing SPCH 235; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 110 – Intercultural Communication	COMM 110 will be replacing SPCH 100; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 115 – Gender, Communication, and the Digital Revolution	COMM 115 will be replacing SPCH 125; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 120 – Interpersonal Communication	COMM 120 will be replacing SPCH 12; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 125 – Organizational Communication	COMM 125 will be replacing SPCH 150; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 130 – Public Speaking	COMM 130 will be replacing SPCH 130; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 132 – Small Group Communication	COMM 132 will be replacing SPCH 132; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 140 – Oral Interpretation of Literature	COMM 140 will be replacing SPCH 140.	January 31, 2019
New	Liberal Arts	COMM 145 – Storytelling	COMM 145 will be replacing SPCH 145.	January 31, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Liberal Arts	COMM 148 – Readers’ Theatre	COMM 148 will be replacing SPCH 148.	January 31, 2019
New	Liberal Arts	COMM 200 – Contemporary Communication Topics	COMM 200 will be replacing SPCH 200; adding distance education.	January 31, 2019
New	Liberal Arts	COMM 231 – Forensics Activity (Competitive Speech and Debate)	COMM 231 will be replacing SPCH 231.	January 31, 2019
New	Liberal Arts	COMM 232 – Forensics Activity (Competitive Speech and Debate)	COMM 232 will be replacing 232.	January 31, 2019
New	Liberal Arts	COMM 233 – Forensics Activity (Competitive Speech and Debate)	COMM 233 will be replacing SPCH 233.	January 31, 2019
New	Liberal Arts	COMM 298 - Communication Studies Directed Studies	COMM 298 will be replacing SPCH 298.	January 31, 2019
New	Liberal Arts	COMM 299- Communication Studies Directed Studies	COMM 299 will be replacing SPCH 299	January 31, 2019
New	Business, Humanities, and Social Sciences	WGS 140 - Introduction to LGBT Studies Units: 3.0 Hours: 3.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: ENGL 52, or ENGL 72 or ESL 152 or equivalent with grade of “C” or higher or "Pass".	New course will be offered with distance education option. Class size: 30 General Education: <ul style="list-style-type: none"> ▪ Plan A: B3. Social and Behavioral Sciences ▪ Plan B: D. Social Sciences ▪ Plan C: 4A. Social and Behavioral Sciences Associated Program <ul style="list-style-type: none"> ▪ LGBT Studies – Certificate of Achievement 	January 31, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Technology	MTT 111 – Programmable Logic Controllers In Automated Manufacturing Units: 2.0 Hours: 2.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	As recommended by the industry advisory committee, this new course will provide training in Programmable Logic Controllers. There are currently no local institutions offering comprehensive technical training in this subject for Automated Manufacturing and Maintenance specialists, so this course will address the industry's demand and difficulties in fulfilling the large number of well-paid job vacancies. Class size: 20 Associated Programs: <ul style="list-style-type: none"> ▪ Industrial Technology Automated Manufacturing – Associate in Arts ▪ Industrial Technology Automated Manufacturing – Certificate of Achievement 	February 14, 2019
New	Technology	MTT 112 – Variable Frequency Drives in Automated Manufacturing Units: 2.0 Hours: 2.0 Lecture/ 0.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	As recommended by the industry advisory committee, this new course will provide training in Programmable Logic Controllers. There are currently no local institutions offering comprehensive technical training in this subject for Automated Manufacturing and Maintenance specialists, so this course will address the industry's demand and difficulties in fulfilling the large number of well-paid job vacancies. Class size: 20 Associated Programs: <ul style="list-style-type: none"> ▪ Industrial Technology Automated Manufacturing – Associate in Arts ▪ Industrial Technology Automated Manufacturing – Certificate of Achievement 	February 14, 2019
New	Technology	ENGT 102 - Arduino for Internet of Things and Embedded Systems Design Units: 2.0	In the ENGT102 class students will be introduced to basics of to embedded systems and internet of things (IoT) device design for the engineering design technologist.	February 14, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Hours: 1.0 lecture/ 3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Class size: 30 Distance Education Associated Programs: <ul style="list-style-type: none"> ▪ Engineering Technology – Certificate of Achievement ▪ Engineering Technology – Associate in Arts 	
New	Technology	ENGT 106 – Introduction to Drones (SUAS) Technology Units: 4.0 Hours: 3.0 Lecture/3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	The students will learn fundamentals of small unmanned aircraft systems design, fabrications and operations, and will be prepared to take written Federal Aviation Administration (FAA) exam for the privileges of exercising the Remote Pilot Certificate with a Small Unmanned Aircraft Systems (sUAS) rating. Class size: 30 Distance Education Associated Programs: <ul style="list-style-type: none"> ▪ Engineering Technology – Certificate of Achievement ▪ Engineering Technology – Associate in Arts 	February 14, 2019
New	Technology	ENGT 137 - Cloud Based 3D Modelling with Fusion 360 Units: 4.0 Hours: 3.0 Lecture/3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Students will be introduced to basics of 3d modeling using up-to-date cloud based CAD technology with Autodesk Fusion 360. Class size: 30 Distance Education Associated Programs: <ul style="list-style-type: none"> ▪ Engineering Technology – Certificate of Achievement ▪ Engineering Technology – Associate in Arts 	February 14, 2019
New	Technology	ENGT 139 - Cloud based 3d modeling with Onshape Units: 4.0	Students will be introduced to basics of 3d modelling using up-to-date cloud based CAD technology with Onshape. The students will learn fundamentals of 3d modelling for product design engineering using Onshape.	February 14, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Hours: 3.0 Lecture/ 3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Class size: 30 Distance Education Associated Programs: <ul style="list-style-type: none"> ▪ Engineering Technology – Certificate of Achievement ▪ Engineering Technology – Associate in Arts 	
New	Technology	ENGT 267 - MoldFlow simulations and plastic products design Units: 4.0 Hours: 3.0 Lecture/ 3.0 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Students will be introduced to Plastic product design and Plastic Flow simulation with latest version of AutoDesk Inventor and MoldFlow. Class size: 30 Distance Education Associated Programs: <ul style="list-style-type: none"> ▪ Engineering Technology – Certificate of Achievement ▪ Engineering Technology – Associate in Arts 	February 14, 2019
Modification	Health Occupations	SLP 101 – Introduction to Communication Disorders	Adding distance education	January 24, 2019
Modification	Health Occupations	SLP 105 – Speech and Language Development in Children	Updating description and updating prerequisite requirement: <ul style="list-style-type: none"> ▪ Recommendation: Recommendation: ENGL 52, or ENGL 72, or ESL 152, or equivalent with a grade of “C” or higher or “Pass”, OR completion of the assessment/placement process with eligibility for ENGL 100. 	January 24, 2019
Modification	Health Occupations	SLP 108 - Introduction to Phonetics	Updating description and updating prerequisite requirement <ul style="list-style-type: none"> ▪ Prerequisite: Enrollment in this course is dependent on admittance to the Speech-Language Pathology Assistant Program. 	January 24, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Health Occupations	SLP 125 – Child Disorder and Treatment Proposed title – Childhood Disorders and Treatment	Title change and updating prerequisite requirement <ul style="list-style-type: none"> ▪ Prerequisite: Enrollment is dependent on admittance to the Speech-Language Pathology Assistant Program. 	January 24, 2019
Modification	Health Occupations	SLP 230 – Adaptive Communication Technology Proposed title: Introduction to Augmentative and Alternative Communication	Title change and updating prerequisite requirement <ul style="list-style-type: none"> ▪ Prerequisite: Enrollment is dependent on admittance to the Speech-Language Pathology Assistant Program. 	January 24, 2019
Modification	Health Occupations	SLP 235 – Adult Disorders and Treatment	Updating prerequisite <ul style="list-style-type: none"> ▪ Prerequisite: Enrollment is dependent on admittance to the Speech-Language Pathology Assistant Program. 	January 24, 2019
Modification	Health Occupations	SLP 241 – Clinical Experience I	Updating prerequisite <ul style="list-style-type: none"> ▪ Prerequisite: Enrollment is dependent on admittance to the Speech-Language Pathology Assistant Program. 	January 24, 2019
Modification	Health Occupations	SLP 246 – Clinical Experience II	Updating prerequisite <ul style="list-style-type: none"> ▪ Prerequisite: Enrollment is dependent on admittance to the Speech-Language Pathology Assistant Program. 	January 24, 2019
Modification	Liberal Arts	ENGL 102 – Freshman Composition and Literature Proposed title change: Introduction to Literature	Title change and adding distance education option.	January 24, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	ENGL 106 – Introduction to Linguistics	Adding distance education option.	January 24, 2019
Modification	Business, Humanities, and Social Sciences	WGS 125 – Gender, Communication, and Digital Revolution	Changing number to WGS 115 to match cross-listing course COMM 115 (replacing SPCH 125)	February 14, 2019
Modification	Technology	MTT 78 - Tool Building Using Verisurf	Reducing from 2 Unit (1 Lecture/3Lab) to 1 unit class (1 Lecture/1Lab) class.	February 14, 2019
Modification	Technology	MTT 91L – CNC Mill Machining Laboratory	Removing MTT 76 from prerequisite, removing Corequisite MTT 56.	February 14, 2019
Modification	Technology	MTT 95L – CNC Lathe Machining Laboratory	Removing MTT 77 from prerequisite, removing Corequisite MTT 56.	February 14, 2019
Modification	Technology	MTT 168 – Advanced Computer-Assisted Inspection Using Verisurf	Reducing from 2 Unit (1 Lecture/3 Lab) to 1 unit class (1 Lecture/1Lab) class	February 14, 2019
Modification	Technology	ENGT 103 – Introduction to Engineering and Design Using Inventory	Adding distance education option.	February 14, 2019
Modification	Technology	ENGT 116 – Blueprint Reading	Adding distance education option.	February 14, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Technology	ENGT 131 – Design Fundamentals Including 3D Modeling	Adding distance education option.	February 14, 2019
Modification	Technology	ENGT 138 - Introduction to Engineering Design Using AutoCAD	Adding distance education option.	February 14, 2019
Modification	Technology	ENGT 237 - Statics and Strength of Materials	Adding distance education option.	February 14, 2019
Modification	Technology	ENGT 257 - Advanced Modeling Using Inventor	Adding distance education option.	February 14, 2019
Modification	Technology	ENGT 259 – Introduction to SolidWorks	Adding distance education option and removing prerequisite option.	February 14, 2019
New Program	Business, Humanities, and Social Sciences	LGBT Studies – Certificate of Achievement	The LGBT Studies Certificate program aligns with the first two goals of the Educational Master Plan (EMP).	January 31, 2019
Modification	Liberal Arts	English – Associate in Arts for Transfer	Updating title change to ENGL 102, updating prefix SPCH to COMM; removing SPAN 205 and SPAN 206; removing ENGL 238; updating TMC.	January 24, 2019
Modification	Liberal Arts	English – Associate in Arts	Adding ENGL 231 and ENGL 249; updating title to ENGL 102; Removing SPAN 205 and SPAN 206.	January 24, 2019
Modification	Health Occupations	Speech-Language Pathology Assistant – Associate in Arts	Changing program goal to Associate in Science; title change to SLP 125 and SLP 230.	January 24, 2019
Modification	Health Occupations	Speech-Language Pathology Aide – Certificate of Achievement	Updating program requirements and electives.	January 24, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Liberal Arts	Communication Studies – Associate in Arts for Transfer	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Liberal Arts	Speech Communication – Certificate of Achievement New Proposed title: Communication Studies – Certificate of Achievement	Program title change and the Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Liberal Arts	Speech – Associate in Arts New Proposed title: Communication Studies – Associate in Arts	Program title change and the Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: Business Management – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: Business Management – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	Business Administration: Business Marketing – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: Business Marketing – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: Human Resource Management Entrepreneurship – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: Human Resource Management Entrepreneurship – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: International Business – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: International Business – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Business Administration: Retail Management – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities,	Business Administration: Retail Management – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
	and Social Sciences			
Modification	Business, Humanities, and Social Sciences	Global Studies – Certification of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Global Studies – Associate in Arts	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	International Studies: World Cultures – Certificate of Achievement	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	International Studies: World Cultures – Associate in Art	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Business, Humanities, and Social Sciences	Women’s and Gender Studies – Associate in Art	The Speech (SPCH) department will be updating their department name and course prefix to Communication Studies (COMM) department.	January 31, 2019
Modification	Technology	Machine Tool Technology: Coordinate Metrology – Certificate of Achievement	Remove MTT 50; Unit change to MTT 78 and MTT 168	February 14, 2019
Modification	Technology	Electrical and Electronic Engineering Technician – Certificate of Achievement Proposed title – Electrical and Electronic Engineering Design	Program title change only	February 14, 2019

New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of March 6, 2019

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Technician – Certificate of Achievement		
Modification	Technology	Industrial Technology Automated Manufacturing – Associate in Arts	Adding new courses MTT 111 and MTT 112	February 14, 2019
Modification	Technology	Industrial Technology Automated Manufacturing – Certificate of Achievement	Adding new courses MTT 111 and MTT 112	February 14, 2019
Modification	Technology	Engineering Design Technology – Certificate of Achievement	Updating program requirements and recommended elective course options.	February 14, 2019
Modification	Technology	Engineering Design Technology – Associate in Arts	Updating program requirements and recommended elective course options.	February 14, 2019
Modification	Technology	New Product Development: After Market Product Development – Associate in Science	Adding new courses ENGT 131, ENGT 137, and ENGT 259. Removing NPD 108 and MTT 177.	February 14, 2019
Modification	Technology	New Product Development and Fabrication Option – Certificate of Achievement	Adding new courses ENGT 131, ENGT 137, and ENGT 259. Removing NPD 108 and MTT 177.	February 14, 2019

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY: _____
Kaitlin Scott
Librarian

Shawna Baskette
Dean of Academic Success, Library

SUBJECT: Consideration of Approval of Stipend for Faculty Assisting with Tutor Training for Fall 2018

ACTION

It is recommended that the Board of Trustees approve a stipend for faculty member Lee Anne McIlroy, who helped train Success Center tutors. Coordination with faculty members in this way assures that tutors continue to develop content knowledge in their field.

FISCAL IMPACT

No general funds will be used. Basic Skills Initiative funds will be utilized.

REPORT SUMMARY

The College Committee on Developmental Education sponsors several projects that support the action plan developed in response to the California Basic Skills Initiative. Upon completion of tutor training facilitation, which assures that tutors continue to develop content knowledge in their field, Lee Anne McIlroy is eligible for a stipend in the amount of \$200. This coordination will provide information to better serve the needs of the basic skills math and English students.

Lee Anne McIlroy was eligible to receive \$100 per tutor training session for a total of \$200.

- 9/31/18 Review of common struggles students face when learning English
- 11/30/18 Review of grammatical diagnostic and strategies for working with English language learners

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY: _____
Colleen McKinley
Director of Educational Partnerships
and Programs

SUBJECT: Consideration of Approval of Learning Community Faculty Stipends

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling \$2,400 for faculty teaching in Learning Communities during the Spring 2019 semester.

FISCAL IMPACT

Funds from the Learning Community Program budget will be utilized for this expenditure.

REPORT SUMMARY

Learning communities involve the intentional creation of class pairs or clusters around a common theme, public issue, or question. The same group of students is co-enrolled in two or more courses, usually from different disciplines. Students enroll in both courses and will receive a separate grade for each one. Faculty create relevant integrated assignments that encourage students to gain a deeper understanding of each course and make connections between the courses. Faculty engage students in their own learning, as well as provide them with valuable “real-world” skills.

Faculty are eligible for a stipend for creation of a Learning Communities integrative assignment, a minimum of 10 hours of collaborative meetings, and communications with their Learning Communities teaching team during the semester and submission of 2 samples of student work from their Learning Communities interdisciplinary/integrated student assignment.

The following participants are to receive stipends:

Damon Cagnolatti	\$300
Rebecca Gonzalez	\$300
Shelia Hill	\$300
Michelle Mahoney	\$300
Valencia Mitchell	\$300
Janet Mitchell-Lambert	\$300
Ashton Politanoff	\$300
Sukena Taibjee	\$300
Total	\$2,400

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: **March 6, 2019**

Agenda Item No. 9

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Vice President, Academic Affairs
Assistant Superintendent

PREPARED BY:

Dr. Frank Mixson
Instructional Dean, Liberal Arts

<p>SUBJECT: Consideration of Approval of Liberal Arts-funded Stipends for Forensics Mentorship Program</p>
--

ACTION

It is recommended that the Board of Trustees approve stipends of \$250 to each part-time faculty mentee: Ken Carrell, Eddie Ayala, and Selene Aguirre, as compensation for completing the Forensics Mentorship Program.

FISCAL IMPACT

Funds will be drawn from the Liberal Arts-Forensics' general fund budget in the total amount of \$750.

REPORT SUMMARY

Per deliverables listed below, mentees satisfied all the requirements of the mentorship agreement to be eligible for their stipends.

- 1) Created a forensic syllabus.
- 2) Developed a packet of materials to assist with coaching students.
- 3) Wrote personal goals for participating.
- 4) Wrote personal reflections upon completing the mentorship program.
- 5) Provided a minimum of five coaching hours to the team in Spring 2019.
- 6) Attended one forensic meeting a week through the end of the semester of the Fall 2018 semester.
- 7) Attended the Mt. SAC Fall Champs Tournament/or the Tabor-Venitsky in Spring 2019 at Cerritos College.
- 8) Attended a forensic workshop presented by April Griffin.
- 9) Completed a program evaluation survey.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

PREPARED BY: _____
Colleen McKinley
Director of Educational Partnerships
and Programs

SUBJECT: Consideration of Approval of Strong Workforce Program Regional Grant Funds Round 2 (SWP) Faculty Stipends

ACTION

It is recommended that the Board of Trustees approve individual stipends totaling \$6,100 for faculty mentoring for the Strong Workforce Program Regional Grant funds round 2 (SWP) taking place during the spring 2019 semester.

FISCAL IMPACT

Funds from the Strong Workforce Program Regional Grant will be utilized for these expenditures. No general funds will be used.

REPORT SUMMARY

Cerritos College has received funding in the amount of \$150,000 from the California Community College Chancellor's Office to continue development, enhancement, and refinement of the career technical education teacher pathway program with an emphasis on mathematics, science, and Career Technical Education (CTE) preparation. The funds from the Strong Workforce Program Regional Grant are designated to develop teacher pathways and curriculum, establish student development activities, provide individualized counseling services, develop program marketing and recruitment materials/activities, develop support structures and partnerships, and provide staff development opportunities for faculty.

As stipulated and funded by the Grant, the tasks and activities described below will be carried out as follows:

Teacher TRAC Professional Development Faculty Inquiry Group (FIG) \$300 stipend:

- Faculty will collaborate with the other members of the Faculty Inquiry Group (FIG), to more deeply explore methodologies used to implement and convey the Common Core standards to both students and future teachers.
- Faculty will collaborate with the other members of the Faculty Inquiry Group (FIG), to help evaluate and strengthen a Common Core Teacher TRAC assignment.
- Faculty will explore the Common Core State Standards, Next Generation Science Standards (NGSS), and California Standards for the Teaching Profession.
- Faculty will attend Faculty Inquiry Group (FIG) meetings on February 5, March 5, March 26, and April 30.

Teacher TRAC Career Technical Education (CTE) Faculty Mentors \$500 stipend:

- Mentor Career Technical Education (CTE) teaching interns during the length of a semester in the areas of teaching strategies, methodologies, and contextualization.
- Meet with students every other week to mentor, reflect on their classroom experience, and assign tasks for the upcoming week.

The following participants are to receive stipends:

Albert Allen	\$500
Cortez, Daniela	\$300
DeKraker, Dan	\$300
Foat, Reuben	\$500
Foral, Jason	\$500
Glick, Leonard	\$500
Gregory, Christine	\$300
Krause, Peter	\$500
Iwaz, Nicole	\$300
Lambert, Janet Mitchell	\$300
Nunez, Johnny	\$300
Perkins, Dave	\$500
Sanchez, Carlos	\$500
Tait, Mark	\$500
Ugalde, Maria	\$300
Total:	\$6,100

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

None

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 17P008, Stadium ADA Upgrades

ACTION

It is recommended that the Board of Trustees approve the Notice of Completion for Dalke & Sons Construction, Inc. of Riverside, California for the Stadium ADA Upgrades project at Cerritos Community College District as presented.

FISCAL IMPACT

The total final contract amount was \$903,860 which was paid by the G.O. Bond.

REPORT SUMMARY

Cerritos College issued a contract to Dalke & Sons Construction, Inc. on February 7, 2018. As required by Public Contract Code, Cerritos College must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

This project was substantially complete on September 28, 2018. A Notice of Completion needs to be approved by the Board of Trustees and filed with the County Recorder.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Notice of Completion Recording – Dalke & Sons Construction, Inc.

RECORDING REQUEST BY
WHEN RECORDED MAIL TO:

CERRITOS COMMUNITY COLLEGE
DISTRICT, ATTENTION: MARK B. LOGAN
11110 ALONDRA BOULEVARD
NORWALK, CALIFORNIA 90650

SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE

TITLE(S)

**NOTICE OF COMPLETION
CERRITOS COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section §9200 – §9208 of the Civil code of the State of California, that the **CERRITOS COMMUNITY COLLEGE DISTRICT**, of Los Angeles County, as owner of the property known as **Cerritos Community College**, located at **11110 Alondra Boulevard, Norwalk, California**, caused improvements to be made to the property to wit: **Stadium ADA Upgrades, Bid No. 17P008** contract for the doing of which was heretofore entered into on the **7th of February, 2018** which contract was made with **Dalke & Sons Construction, Inc.**, contract number **17P008**, as contractor; that said improvements were completed on the **28th of September, 2018**, and accepted by formal action of the governing board of said DISTRICT on the **6th of March, 2019**; that title to said property is vested in the **CERRITOS COMMUNITY COLLEGE DISTRICT** of Los Angeles County, California; that the surety for the above named contractor is **The Ohio Casualty Insurance Company**.

I certify or declare under penalty of perjury that the foregoing is true and correct.

CERRITOS COMMUNITY COLLEGE DISTRICT OF LOS
ANGELES COUNTY, CALIFORNIA

By: _____
Felipe R. Lopez
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**

Agenda Item No. 12

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Ratification of Change Order No. 2 [Deductive Credit, Owner Added Scope], (Contract No. 16P011), Dalke & Sons Construction, Inc., Social Science Elevator Project</p>
--

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Deductive Credit, Owner Added Scope] in the amount of \$3,368 for the Social Science Elevator project.

FISCAL IMPACT

The amount from Change Order No. 2 will be \$3,368, increasing the contract amount to \$2,464,425. Funding will be reallocated to the GO Bond.

REPORT SUMMARY

On October 4, 2017, the Board awarded a contract to Dalke & Sons Construction, Inc. of Riverside, California for the Social Science Elevator project. The project was bid using a traditional single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 2 is \$3,368. The original contract amount approved by the Board was \$2,485,680. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to a deductive credit issued to the College for additional inspection, materials inspection, and certified payroll compliance monitoring per Contractor request. In addition, the owner added scope consisted of changing the originally specified finish of the handrails at the proposed ADA drinking fountains. The railings were initially to be painted, but the stainless steel would enhance the finish and eliminate the need for maintenance. Change Order No. 2 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 2.

	Change Order	Date	Amount	Percentage of Change
Pending	2	March 6, 2019	\$3,368	-0.9%
	1	November 14, 2018	(\$24,623)	-1.0%

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

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Change Order No. 2 to Contract No. 16P011 – Dalke & Sons Construction, Inc.

Change Order No. 1 to Contract No. 16P011 – Dalke & Sons Construction, Inc.

Contract No. 16P011 – Dalke & Sons Construction, Inc.

Project: Cerritos College
Social Science Elevator

Change Order Number: 02

Contract # 16P011

To: Dalke & Sons Construction, Inc.
4585 Allstate Dr.
Riverside, CA 92501
Phone: (951) 274-9880
Fax: (951) 274-0319

Date: January 21, 2019

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Building: Social Science Modular Elevator
Description: Provide a deductive Change Order to the College for additional inspection, materials inspection, and monitoring of certified payroll compliance, requested by the General Contractor, Dalke & Sons Construction, Inc.

Reason: The Contractor has requested for additional inspection, materials inspection, and monitoring of certified payroll compliance, above and beyond normal project duration, and has resulted in additional costs. The costs are compiled for additional services between July 18' and October 18'. As a result, the additional costs have been incurred and have been accepted by Contractor.

Benefit: Allowed the services needed to complete the project.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Backcharge. The total of said change order is a net \$0.00 cost to the District.

Change Amount:..... \$ (29,269.00)

Time Extension:0 Work days

Item 2.02

Building: Social Science Modular Elevator
Description: Provide a stainless steel finish for the proposed ADA drinking fountain handrails for six (6) existing drinking fountains located in the existing Social Science building.

Reason: Upon review, it was recommended to change the originally specified finish of the handrails from paint to stainless steel.

Benefit: Enhances the finish of the material and eliminates the need for maintenance.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Owner Request

Change Amount:..... \$ 4,175.00

Time Extension:0 Work days

Item 2.03

Building: Social Science Modular Elevator
Description: Provide material and labor to accommodate infrastructure, cabling, and programming of two (2) new wall mounted emergency blue phones, one (1) free standing emergency blue phone tower, and three (3) new card readers.
Reason: Upon review, it was recommended to add new emergency phones and card readers to the new modular elevator.
Benefit: Enhances the security of the campus along the perimeter of the new elevator and adjacent buildings.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Owner Request

Change Amount: \$ 28,462.00

Time Extension: 0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$3,368.00**
TOTAL ADDITIONAL WORKING DAYS **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	\$	2,485,680.00
Net change by previous Change Order	\$	(24,623.00)
Net sum prior to this Change Order	\$	2,461,057.00
Amount of Change Order No. 2	\$	3,368.00
New Contract Sum	\$	2,464,425.00
Percentage of Change to Contract		-0.9%

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 _____, 2019

Requested By:



(SIGNATURE & DATE)

DALKE & SONS CONSTRUCTION, INC.
TROY DALKE
4585 Allstate Dr.
Riverside, CA 92501

Approved By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
FELIPE LOPEZ
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:



(SIGNATURE & DATE)

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

Reviewed By:



(SIGNATURE & DATE)

CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)

HILL PARTNERSHIPS INC.
LAWRENCE FRAPWELL
PROJECT ARCHITECT

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



(SIGNATURE & DATE)

TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Project: Cerritos College
Social Science Elevator

Change Order Number: 01

Contract # 16P011

To: Dalke & Sons Construction, Inc.
4585 Allstate Dr.
Riverside, CA 92501
Phone: (951) 274-9880
Fax: (951) 274-0319

Date: August 29, 2018

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Social Science Modular Elevator
Description: Provide a deductive Change Order to the College for overtime inspection requested by the General Contractor, Dalke & Sons Construction, Inc.
Reason: The Contractor has requested for additional inspections above and beyond normal project working hours, and has resulted in additional costs for inspection. The costs are compiled for additional inspection services between February 18' & July 18'. As a result, the overtime costs have been incurred and have been accepted by Contractor.
Benefit: Allowed project to advance during off hours, minimizing any impact to school operations.
Requested by: Tilden-Coil Constructors, Inc.
CO Type: Backcharge. The total of said change order is a net \$0.00 cost to the District.

Change Amount: \$ (24,623.00)

Time Extension:0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **\$ (24,623.00)**
TOTAL ADDITIONAL WORKING DAYS Days: 0

CONTRACT SUMMARY:

Original Contract Amount	\$	2,485,680.00
Net change by previous Change Order	\$	-
Net sum prior to this Change Order	\$	2,485,680.00
Amount of Change Order No. 1	\$	(24,623.00)
New Contract Sum	\$	2,461,057.00
Percentage of Change to Contract		-1.0%

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

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

Requested By:



(SIGNATURE & DATE)
DALKE & SONS CONSTRUCTION, INC.
TROY DALKE
4585 Allstate Dr.
Riverside, CA 92501

Approved By:



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

Reviewed By:



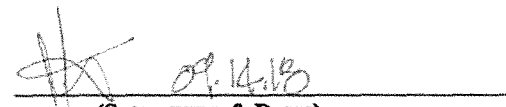
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE,
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:



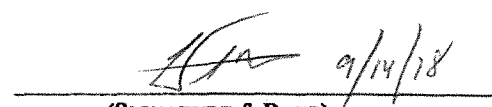
(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK B. LOGAN,
DIRECTOR OF PURCHASING

Reviewed By:



(SIGNATURE & DATE)
HILL PARTNERSHIPS INC.
LAWRENCE FRAPWELL
PROJECT ARCHITECT

Reviewed By:



(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
DAVID BUTED
PROJECT MANAGER

Reviewed By:



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



PROJECT: Social Science Elevator / BID NO.: 16P011

DATE OF CONTRACT: October 6, 2017 / CONTRACT NO.: 16P011

DOLLAR VALUE: \$ 2,485,680.00

LIQUIDATED DAMAGES: \$2,500 per day

CONTRACTOR: Dalke & Sons Construction, Inc.

TERM: 207 Calendar days

TIME FOR COMPLETION: _____

Dalke & Sons Construction, Inc.

Address: 4585 Allstate Drive, Riverside, CA 92501

Phone: 951-274-9880

Fax: 951-274-0319

AGREEMENT FORM

This Agreement is made and entered into this **6th day of October, 2017**, 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: **16P011, Social Science Elevator**

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 SEVEN (207)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

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

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

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

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

Two Million Four Hundred Eighty-Five Thousand Six Hundred Eighty and 00/100 Dollars

(\$ 2,485,680.00),

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

DALKE & SONS CONSTRUCTION, INC.

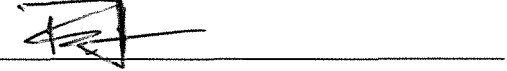
By: 

Title: Vice President

Print Name: Barry Dalke

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: 

Title: Vice President of Business Services

Print Name: Felipe R. Lopez

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

END OF DOCUMENT

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**
Agenda Item No. 13

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Purchase Orders for the Month of January 2019

ACTION

It is recommended that the Board of Trustees approve the purchase orders processed during the month of January 2019.

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 January 2019 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)

January 2019 – Purchase Order Report

Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 1

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

WEEKLY

PO Date	PO #	Change			Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
		Stat	Ord#	Date												
01/02/19	0000070265	C		01/02/2019	NEGOV	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	11,658.25	
						01/02/2019	0000070265			NEGOV						11,658.25
01/02/19	0000070266	C		01/02/2019	QUESADA, DEANNA	FOOD PRODUCTS	Foster Care	39.6	00000.0	00000	76510	4550	1305700	18-19	63.96	
						01/02/2019	0000070266			QUESADA, DEANNA						63.96
01/02/19	0000070267	C		01/02/2019	APPLE INC	COMPUTER SUPP/EQUIP	Student Personnel	01.0	00000.0	00000	03100	6460	6450000	18-19	1,992.52	
						01/02/2019	0000070267			APPLE INC						1,992.52
01/02/19	0000070268	C		01/02/2019	WITTIG, ANDREA	MISCELLANEOUS	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	18-19	109.53	
						01/02/2019	0000070268			WITTIG, ANDREA						109.53
01/02/19	0000070269	C		01/02/2019	WITTIG, ANDREA	MISCELLANEOUS	Board of Trustees	01.0	00000.0	00000	01100	4550	6005000	18-19	139.04	
						01/02/2019	0000070269			WITTIG, ANDREA						139.04
01/02/19	0000070270	A		01/02/2019	BOSCH AUTOMOTIVE	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	216.52	
						01/02/2019	0000070270			BOSCH AUTOMOTIVE SERVICE SOLUTIONS						216.52
01/02/19	0000070271	C		01/18/2019	BANK OF AMERICA	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	24.89	
						01/02/2019	0000070271			BANK OF AMERICA						24.89
01/02/19	0000070272	P		01/07/2019	AMAZON	BOOKS	Management Information	01.3	00000.0	00000	70006	4550	6780000	18-19	623.75	
						01/02/2019	0000070272			AMAZON						623.75
01/02/19	0000070273	A		01/18/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	53.66	
						01/02/2019	0000070273			BANK OF AMERICA						53.66
01/02/19	0000070274	C		01/02/2019	GRAINGER	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	42.27	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 2

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/02/2019	0000070274	GRAINGER								42.27
01/02/19	0000070275	C		01/23/2019	AMAZON	COMPUTER SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	1,200.90	
						01/02/2019	0000070275	AMAZON								1,200.90
01/02/19	0000070276	C		01/02/2019	LOS ALAMITOS AUTO PARTS, INC.	MISCELLANEOUS	Automotive	01.0	00000.0	00000	02600	4320	0960000	18-19	208.24	
						01/02/2019	0000070276	LOS ALAMITOS AUTO PARTS, INC.								208.24
01/02/19	0000070278	C		01/23/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	525.34	
						01/02/2019	0000070278	AMAZON								525.34
01/02/19	0000070279	C		01/23/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	20.75	
						01/02/2019	0000070279	AMAZON								20.75
01/05/19	0000070280	C		01/05/2019	STATE WATER RESOURCES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6120	7100000	18-19	4,157.00	
						01/05/2019	0000070280	STATE WATER RESOURCES CONTROL								4,157.00
01/05/19	0000070281	A		01/05/2019	OFFICE DEPOT/BUSINESS	NON-INSTRUCTIONAL SUPPLIES	Management Information	01.0	00000.0	00000	02260	4550	6780000	18-19	69.90	
						01/05/2019	0000070281	OFFICE DEPOT/BUSINESS SVCS DIV								69.90
01/05/19	0000070282	C		01/05/2019	US BANK EQUIPMENT	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5610	6722000	18-19	8,467.96	
						01/05/2019	0000070282	US BANK EQUIPMENT FINANCE								8,467.96
01/05/19	0000070283	C		01/05/2019	IMAGE 2000, INC.	MISCELLANEOUS	Purchasing	01.0	00000.0	00100	04300	5810	6722000	18-19	2,732.86	
						01/05/2019	0000070283	IMAGE 2000, INC.								2,732.86
01/07/19	0000070284	C		01/08/2019	SURVEYMONKEY.COM	CONTRACTED SERVICES	Human Resources	01.0	00000.0	00000	05100	5810	6730000	18-19	360.00	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 3

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/07/2019	0000070284									360.00
01/07/19	0000070285	A		01/08/2019	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Staff Development	01.0	00000.0	00000	05100	4550	6750000	18-19	473.84	
						01/07/2019	0000070285									473.84
01/07/19	0000070286	C		01/08/2019	GOLDEN STAR TECHNOLOGY INC.	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	18-19	315.44	
						01/07/2019	0000070286									315.44
01/07/19	0000070287	A		01/08/2019	4IMPRINT	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	72003	4550	6190000	18-19	548.56	
						01/07/2019	0000070287									548.56
01/07/19	0000070288	C		01/08/2019	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	149.46	
						01/07/2019	0000070288									149.46
01/07/19	0000070289	C		01/23/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	17.57	
						01/07/2019	0000070289									17.57
01/07/19	0000070290	C		01/08/2019	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	1,002.77	
						01/07/2019	0000070290									1,002.77
01/07/19	0000070291	C		01/18/2019	BANK OF AMERICA	ADVERTISING	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	173.04	
						01/07/2019	0000070291									173.04
01/07/19	0000070292	C		01/23/2019	AMAZON	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	40.50	
						01/07/2019	0000070292									40.50
01/07/19	0000070293	C		01/08/2019	EXTRON ELECTRONICS	MISCELLANEOUS	Interdisciplinary Studies	39.1	00000.0	00000	79880	5810	4900000	18-19	2,200.00	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 4

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/07/2019	0000070293	EXTRON ELECTRONICS								2,200.00
01/07/19	0000070294	C		01/23/2019	AMAZON	OFFICE SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	81.92	
						01/07/2019	0000070294	AMAZON								81.92
01/07/19	0000070295	C		01/08/2019	ELECTRIC CAR SALES & SERVICE	REPAIRS - OTHER	Health Services	69.0	00000.0	00000	03310	5640	6440000	18-19	571.75	
						01/07/2019	0000070295	ELECTRIC CAR SALES & SERVICE INC								571.75
01/07/19	0000070296	C		01/08/2019	FERNANDEZ, CHRISTINA	LABORATORY SUPP/EQUIP	Photography	01.1	00000.0	00100	02520	4325	1063000	18-19	136.84	
						01/07/2019	0000070296	FERNANDEZ, CHRISTINA								136.84
01/07/19	0000070297	C		01/23/2019	AMAZON	BOOKS/SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	108.16	
						01/07/2019	0000070297	AMAZON								108.16
01/08/19	0000070298	C		01/08/2019	DEPARTMENT OF MOTOR VEHICLES	BOOKS/SUPPLIES	Community Service Classes	39.2	00000.0	00000	02310	4550	6820000	18-19	100.00	
						01/08/2019	0000070298	DEPARTMENT OF MOTOR VEHICLES								100.00
01/08/19	0000070299	A		01/08/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	3,747.53	
						01/08/2019	0000070299	GOLDEN STAR TECHNOLOGY INC.								3,747.53
01/08/19	0000070300	C		01/08/2019	TCB PRINTING	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	43.80	
						01/08/2019	0000070300	TCB PRINTING								43.80
01/08/19	0000070301	C		01/08/2019	GOLDEN STAR TECHNOLOGY INC.	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	1,233.53	
						01/08/2019	0000070301	GOLDEN STAR TECHNOLOGY INC.								1,233.53
01/08/19	0000070302	C		01/08/2019	E&M, INC	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	924.60	

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

* Prior Year Payments

Report ID: LAPO009C

Board List Purchase Order Report

Page No. 5

District: 64360

CERRITOS COLLEGE

Run Date: 02/02/2019

Run Time: 03:06:27AM

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

FY: 18-19

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
						01/08/2019	0000070302	E&M, INC							924.60	
01/08/19	0000070303	C		01/23/2019	AMAZON	OFFICE SUPPLIES	General Administration	01.0	00000.0	00000	01200	4550	6006000	18-19	78.83	
						01/08/2019	0000070303	AMAZON							78.83	
01/09/19	0000070304	C		01/09/2019	GOLDEN STAR TECHNOLOGY INC.	COMPUTER SUPP/EQUIP	Admissions	01.0	00000.0	00000	03800	6460	6225000	18-19	837.68	
						01/09/2019	0000070304	GOLDEN STAR TECHNOLOGY INC.							837.68	
01/09/19	0000070305	A		01/09/2019	SCOR INDUSTRIES	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	44,923.00	
						01/09/2019	0000070305	SCOR INDUSTRIES							44,923.00	
01/09/19	0000070306	A		01/10/2019	AMERICAN INDUSTRY FENCE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	44,010.96	
						01/09/2019	0000070306	AMERICAN INDUSTRY FENCE							44,010.96	
01/11/19	0000070308	C		01/11/2019	NATIONAL LEAGUE FOR NURSING	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	1,470.00	
						01/11/2019	0000070308	NATIONAL LEAGUE FOR NURSING							1,470.00	
01/11/19	0000070309	A		01/11/2019	DIVERSIFIED BUSINESS SERVICES	UNIFORMS	Custodial Services	01.0	00000.0	00000	04400	4550	6530000	18-19	272.98	
						01/11/2019	0000070309	DIVERSIFIED BUSINESS SERVICES							272.98	
01/11/19	0000070310	C		01/11/2019	US BANK	BANKS	Fiscal Operations	01.0	00000.0	00000	04200	5810	6721000	18-19	250.00	
						01/11/2019	0000070310	US BANK							250.00	
01/11/19	0000070311	C		01/11/2019	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	18-19	1,468.16	
						01/11/2019	0000070311	PUBLIC AGENCY LAW GROUP							1,468.16	
01/11/19	0000070312	C		01/11/2019	MCWILLIAMS & ASSOCIATES INC.	SOFTWARE	Accounting & Payroll	01.0	00000.0	00000	04200	5810	6725000	18-19	3,488.00	

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 : 07/01/2018 To 06/30/2019
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 6

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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													
						01/11/2019	000070312	MCWILLIAMS & ASSOCIATES INC.								3,488.00	
01/12/19	0000070313	C		01/18/2019	BANK OF AMERICA	MEMBERSHIPS	Community Service Classes	39.2	00000.0	00000	02310	5310	6820000	18-19	423.00		
						01/12/2019	0000070313	BANK OF AMERICA								423.00	
01/12/19	0000070314	A		01/14/2019	KTS NETWORK SOLUTIONS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,200.71		
						01/12/2019	0000070314	KTS NETWORK SOLUTIONS								1,200.71	
01/14/19	0000070315	A		01/16/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	6450	7100000	18-19	1,989.72		
						01/14/2019	0000070315	GOLDEN STAR TECHNOLOGY INC.								1,989.72	
01/14/19	0000070316	P		01/14/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	68.99		
						01/14/2019	0000070316	AMAZON								68.99	
01/14/19	0000070317	C		01/14/2019	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	89.73		
						01/14/2019	0000070317	MacDEVITT, JAMES								89.73	
01/14/19	0000070318	A		01/16/2019	TAKACH PRESS CORP	LABORATORY SUPP/EQUIP	Other Fine-Applied	01.1	00000.0	00100	02520	4325	1099000	18-19	43.69		
						01/14/2019	0000070318	TAKACH PRESS CORP								43.69	
01/14/19	0000070319	C		01/14/2019	LACSTA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	18-19	25.00		
						01/14/2019	0000070319	LACSTA								25.00	
01/14/19	0000070320	A		01/14/2019	BURMAX CO.	COSMETOLOGY SUPP/EQUIP	Cosmetology	39.3	00000.0	00000	02350	4320	3057000	18-19	1,396.69		
						01/14/2019	0000070320	BURMAX CO.								1,396.69	
01/14/19	0000070321	C		01/14/2019	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	331.32		

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 7

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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

WEEKLY

Change																
PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib Amount	PO Amt
						01/14/2019	0000070321				DANA ON MISSION BAY, THE					331.32
01/14/19	0000070322	C		01/14/2019	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	331.32	
						01/14/2019	0000070322				DANA ON MISSION BAY, THE					331.32
01/14/19	0000070323	C		01/14/2019	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	331.32	
						01/14/2019	0000070323				DANA ON MISSION BAY, THE					331.32
01/14/19	0000070324	C		01/14/2019	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	331.32	
						01/14/2019	0000070324				DANA ON MISSION BAY, THE					331.32
01/14/19	0000070325	A		01/22/2019	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	331.32	
						01/14/2019	0000070325				DANA ON MISSION BAY, THE					331.32
01/14/19	0000070326	C		01/14/2019	LIEBERT CASSIDY WHITMORE	CONFERENCE AND TRAVEL	Human Resources	01.0	00000.0	00000	05100	5210	6730000	18-19	950.00	
						01/14/2019	0000070326				LIEBERT CASSIDY WHITMORE					950.00
01/14/19	0000070327	C		01/14/2019	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	72003	5210	6190000	18-19	1,675.00	
						01/14/2019	0000070327				ASSOCIATION OF COMMUNITY & CONTINUING ED					1,675.00
01/14/19	0000070328	A		01/15/2019	HUMAN RIGHTS CAMPAIGN	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	18-19	269.00	
						01/14/2019	0000070328				HUMAN RIGHTS CAMPAIGN FOUNDATION					269.00
01/14/19	0000070329	C		01/15/2019	HUMAN RIGHTS CAMPAIGN	CONFERENCE AND TRAVEL	Fiscal Operations	01.3	00000.0	00000	74500	5210	6720000	18-19	269.00	
						01/14/2019	0000070329				HUMAN RIGHTS CAMPAIGN FOUNDATION					269.00
01/14/19	0000070330	C		01/14/2019	CASILLAS, JAIME	COMPUTER LOAN PROGRAM	District	01.0	00000.0	00000	00000	9181	0000000	18-19	1,259.23	

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 8

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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
						01/14/2019	0000070330									1,259.23
01/14/19	0000070331	A		01/15/2019	ARTESIA CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	100.00	
						01/14/2019	0000070331									100.00
01/14/19	0000070332	C		01/15/2019	DOWNEY CHAMBER OF COMMERCE	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	315.00	
						01/14/2019	0000070332									315.00
01/15/19	0000070333	C		01/15/2019	ASSOCIATION OF COMMUNITY &	CONFERENCE AND TRAVEL	Community Service Classes	39.2	00000.0	00000	02310	5210	6820000	18-19	1,005.00	
						01/15/2019	0000070333									1,005.00
01/15/19	0000070334	C		01/15/2019	DANA ON MISSION BAY, THE	CONFERENCE AND TRAVEL	Community Service Classes	39.2	00000.0	00000	02310	5210	6820000	18-19	993.96	
						01/15/2019	0000070334									993.96
01/15/19	0000070335	A		01/16/2019	CAPPO MANAGEMENT XXXIV	VEHICLE PURCHASE/RENT/LEA	Parking	61.2	00000.0	00000	04100	6520	6950000	18-19	24,886.74	
						01/15/2019	0000070335									24,886.74
01/15/19	0000070336	A		01/16/2019	HEARTSMART.COM	MAINTENANCE SUPP/EQUIP	Health Services	69.0	00000.0	00900	03310	4550	6440000	18-19	136.00	
						01/15/2019	0000070336									136.00
01/15/19	0000070337	P		01/15/2019	NEED TO ADD VENDOR	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	239.92	
						01/15/2019	0000070337									239.92
01/15/19	0000070338	A		01/16/2019	DICK BLICK COMPANY	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	1,604.77	
						01/15/2019	0000070338									1,604.77
01/15/19	0000070339	A		01/16/2019	STAPLES ADVANTAGE	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	522.69	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 9

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/15/2019	0000070339	STAPLES ADVANTAGE								522.69
01/15/19	0000070340	P		01/15/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	360.00	
						01/15/2019	0000070340	BANK OF AMERICA								360.00
01/15/19	0000070341	C		01/16/2019	LAKESHORE LEARNING	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	479.39	
						01/15/2019	0000070341	LAKESHORE LEARNING MATERIALS								479.39
01/15/19	0000070342	A		01/16/2019	WESTED	INSTR MEDIA MATERIALS/SUPP	Health	01.3	00000.0	04500	70200	4420	1200000	18-19	1,245.43	
						01/15/2019	0000070342	WESTED								1,245.43
01/15/19	0000070343	C		01/15/2019	NORTH STAR ELECTRONICS	NON-INSTRUCTIONAL SUPPLIES	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	664.50	
						01/15/2019	0000070343	NORTH STAR ELECTRONICS								664.50
01/15/19	0000070344	A	1	01/17/2019	FISHER SCIENTIFIC	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	2,299.69	
						01/15/2019	0000070344	FISHER SCIENTIFIC								2,299.69
01/15/19	0000070345	A		01/16/2019	HEARTSMART.COM	OFFICE MACHINES SUPP/SERVICES	Health Services	69.0	00000.0	00900	03310	4550	6440000	18-19	566.66	
						01/15/2019	0000070345	HEARTSMART.COM								566.66
01/15/19	0000070346	A		01/15/2019	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES	SEM-Chemistry	01.0	00000.0	00000	02570	4320	1956000	18-19	5,400.23	
						01/15/2019	0000070346	FLINN SCIENTIFIC INC								5,400.23
01/15/19	0000070347	C		01/15/2019	JOURNEYWORKS PUBLISHING	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	18-19	51.47	
						01/15/2019	0000070347	JOURNEYWORKS PUBLISHING								51.47
01/15/19	0000070348	A		01/15/2019	ETR ASSOCIATES	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	18-19	89.80	

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

* Prior Year Payments

Report ID: LAPO009C

Board List Purchase Order Report

Page No. 10

District: 64360

CERRITOS COLLEGE

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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
																89.80
01/15/19	0000070349	P		01/15/2019	AMAZON	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	144.31	
																144.31
01/15/19	0000070350	C		01/15/2019	JOHNSON CONTROLS FIRE	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	2,542.33	
																2,542.33
01/15/19	0000070351	A		01/15/2019	RADIATION DETECTION CO.	MISCELLANEOUS	Dental Assisting	01.1	00000.0	00100	02530	4325	1240100	18-19	249.11	
																249.11
01/15/19	0000070352	C		01/15/2019	APPLE INC	COMPUTER SUPP/EQUIP	Instructional Office	01.0	00000.0	00000	02100	6450	6016000	18-19	1,521.72	
																1,521.72
01/15/19	0000070353	A		01/18/2019	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76618	6460	6190000	18-19	2,475.05	
																2,475.05
01/15/19	0000070354	A		01/18/2019	CDW-GOVERNMENT INC	NON-INSTRUCTIONAL SUPPLIES	Oth Instr Sup Services	01.3	00000.0	00000	76619	6460	6190000	18-19	2,475.05	
																2,475.05
01/15/19	0000070355	C		01/15/2019	COMMUNITY COLLEGE FACILITY	ASSOCIATIONS/MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	1,267.00	
																1,267.00
01/16/19	0000070356	A		01/16/2019	FLOWER COMPANY, THE	FLORISTS	Oth Instr Sup Services	01.0	00000.0	00000	01210	4550	6190000	18-19	125.92	
																125.92
01/17/19	0000070357	A		02/01/2019	MYSTACKS, INC.	MISCELLANEOUS	Law	01.0	00000.0	00000	02510	6310	1400000	18-19	3,000.00	

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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

Page No. 11

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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												
						01/17/2019	0000070357	MYSTACKS, INC.								3,000.00
01/17/19	0000070358	C		01/17/2019	SAN GABRIEL VALLEY	CONFERENCE AND TRAVEL	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	35.00	
						01/17/2019	0000070358	SAN GABRIEL VALLEY PURCHASING ASSOCIATIO								35.00
01/17/19	0000070359	P		01/19/2019	AMAZON	OFFICE SUPPLIES	Instructional Office	01.0	00000.0	00000	02100	4550	6016000	18-19	123.65	
							Student Personnel	01.0	00000.0	00000	03100	4550	6450000	18-19	110.91	
						01/17/2019	0000070359	AMAZON								234.56
01/17/19	0000070360	A		01/25/2019	TCB PRINTING	INSTRUCTIONAL SUPPLIES	Physical Sciences	01.0	00000.0	00000	02570	4320	1951000	18-19	52.56	
						01/17/2019	0000070360	TCB PRINTING								52.56
01/17/19	0000070361	A		01/25/2019	INTEGRATED INTERIORS, INC.	MISCELLANEOUS	Human Resources	01.0	00000.0	00000	05100	6460	6730000	18-19	10,070.00	
						01/17/2019	0000070361	INTEGRATED INTERIORS, INC.								10,070.00
01/17/19	0000070362	C		01/17/2019	ERICKSON LAW FIRM	CONTRACT SERVICES RENDERED	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	2,200.50	
						01/17/2019	0000070362	ERICKSON LAW FIRM								2,200.50
01/17/19	0000070363	P		01/19/2019	AMAZON	CAMERA SUPP/EQUIP	Media	01.0	00000.0	00000	01220	4550	6130000	18-19	28.98	
						01/17/2019	0000070363	AMAZON								28.98
01/17/19	0000070364	A		01/25/2019	DIVERSIFIED BUSINESS SERVICES	NON-INSTRUCTIONAL SUPPLIES	Center for Teaching	01.3	00000.0	01004	73460	4550	6195000	18-19	2,109.44	
						01/17/2019	0000070364	DIVERSIFIED BUSINESS SERVICES								2,109.44
01/17/19	0000070365	P		01/17/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	29.99	
						01/17/2019	0000070365	AMAZON								29.99

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 12

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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
01/17/19	0000070366	P		01/17/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	160.28	
						01/17/2019	0000070366			AMAZON						160.28
01/17/19	0000070367	P		01/17/2019	NEED TO ADD VENDOR	OFFICE SUPPLIES	Fiscal Operations	01.3	00000.0	00000	74500	4550	6720000	18-19	72.00	
						01/17/2019	0000070367			NEED TO ADD VENDOR						72.00
01/17/19	0000070368	A		01/25/2019	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Human Resources	01.0	00000.0	09000	05100	4550	6730000	18-19	343.15	
						01/17/2019	0000070368			OFFICE DEPOT/BUSINESS SVCS DIV						343.15
01/17/19	0000070369	A		01/25/2019	PROVANTAGE LLC	MISCELLANEOUS	Physical Property-Related	41.1	00000.0	00002	73840	4550	7100000	18-19	224.48	
						01/17/2019	0000070369			PROVANTAGE LLC						224.48
01/17/19	0000070370	C		01/17/2019	LUNA GRILL	MISCELLANEOUS	Counseling	01.3	00000.0	00000	73400	4550	6300000	18-19	467.44	
						01/17/2019	0000070370			LUNA GRILL						467.44
01/17/19	0000070371	A		01/25/2019	YOGA DIRECT LLC	HEALTH SUPP/EQUIP	Health Services	69.0	00000.0	00000	03310	6460	6440000	18-19	211.61	
						01/17/2019	0000070371			YOGA DIRECT LLC						211.61
01/17/19	0000070372	A		01/25/2019	GOLDEN STAR TECHNOLOGY INC.	PRINTING SUPP/EQUIP	Student Personnel	01.0	00000.0	00000	03100	4550	6450000	18-19	315.44	
						01/17/2019	0000070372			GOLDEN STAR TECHNOLOGY INC.						315.44
01/17/19	0000070373	P		01/19/2019	AMAZON	MISCELLANEOUS	Adult Education	41.0	00000.0	00000	73860	6450	6980000	18-19	771.96	
						01/17/2019	0000070373			AMAZON						771.96
01/17/19	0000070374	P		01/19/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Human Resources	01.3	00000.0	00000	74510	4550	6730000	18-19	299.90	
						01/17/2019	0000070374			BANK OF AMERICA						299.90
01/17/19	0000070375	P		01/19/2019	BANK OF AMERICA	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	4550	6780000	18-19	149.99	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 13

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/17/2019	0000070375			BANK OF AMERICA						149.99
01/17/19	0000070376	A		01/25/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	6,324.89	
						01/17/2019	0000070376			GOLDEN STAR TECHNOLOGY INC.						6,324.89
01/17/19	0000070377	A		01/23/2019	CALIFORNIA PLACEMENT	OPEN1	Counseling	01.3	00000.0	03300	72600	5210	6300000	18-19	779.44	
						01/17/2019	0000070377			CALIFORNIA PLACEMENT ASSOCIATION						779.44
01/18/19	0000070378	C		01/18/2019	PUBLIC AGENCY LAW GROUP	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65040	5730	7100000	18-19	867.36	
						01/18/2019	0000070378			PUBLIC AGENCY LAW GROUP						867.36
01/18/19	0000070379	C		01/18/2019	PARKER & COVERT, L.L.P.	MISCELLANEOUS	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	23,236.05	
						01/18/2019	0000070379			PARKER & COVERT, L.L.P.						23,236.05
01/18/19	0000070380	C		01/18/2019	ATKINSON, ANDELSON, LOYA,	MISCELLANEOUS	General Administration	01.0	00000.0	00000	01200	5730	6006000	18-19	2,462.50	
							Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	3,180.00	
						01/18/2019	0000070380			ATKINSON, ANDELSON, LOYA, RUUD						5,642.50
01/18/19	0000070381	C		01/23/2019	COUNTY OF LOS ANGELES	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	20.00	
						01/18/2019	0000070381			COUNTY OF LOS ANGELES						20.00
01/18/19	0000070382	C		01/18/2019	SWITCH VEHICLES, INC.	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	1,795.00	
						01/18/2019	0000070382			SWITCH VEHICLES, INC.						1,795.00
01/18/19	0000070383	C		01/18/2019	CARLOS, ROBERT	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	1,270.00	
						01/18/2019	0000070383			CARLOS, ROBERT						1,270.00

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 14

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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	
01/18/19	0000070384	C		01/18/2019	MENDOZA, DAVID	CONTRACT SERVICES RENDERED	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	606.05		
						01/18/2019	0000070384	MENDOZA, DAVID								606.05	606.05
01/18/19	0000070385	C		01/22/2019	BACKFLOW APPARATUS &	CONTRACTED SERVICES	Building Maintenance-Re	41.0	00000.0	00000	71016	5810	6510000	18-19	1,215.00		
						01/18/2019	0000070385	BACKFLOW APPARATUS & VALVE CO.								1,215.00	1,215.00
01/18/19	0000070386	A		01/22/2019	MOBILE SAFE GLASS	CONTRACTED SERVICES	Building Maintenance-Re	01.0	00000.0	00000	04400	5810	6510000	18-19	383.25		
						01/18/2019	0000070386	MOBILE SAFE GLASS								383.25	383.25
01/18/19	0000070387	A		01/22/2019	AAA ELECTRICAL SUPPLY, INC.	ELECTRICAL SUPP/EQUIP	Building Maintenance-Re	41.0	00000.0	00000	71016	4550	6510000	18-19	3,414.10		
						01/18/2019	0000070387	AAA ELECTRICAL SUPPLY, INC.								3,414.10	3,414.10
01/18/19	0000070388	C		01/19/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	359.00		
						01/18/2019	0000070388	BANK OF AMERICA								359.00	359.00
01/18/19	0000070389	C		01/19/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	211.16		
						01/18/2019	0000070389	BANK OF AMERICA								211.16	211.16
01/18/19	0000070390	P		01/19/2019	AMAZON	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	18-19	294.74		
						01/18/2019	0000070390	AMAZON								294.74	294.74
01/18/19	0000070391	C		01/18/2019	REYES, JESUS	INSTRUCTIONAL SUPPLIES	SEM-Biology	01.0	00000.0	00000	02570	4320	1966000	18-19	282.36		
						01/18/2019	0000070391	REYES, JESUS								282.36	282.36
01/18/19	0000070392	A		01/25/2019	RAN GRAPHICS	ADVERTISING	Physical Sciences	01.0	00000.0	00000	02570	5830	1951000	18-19	248.14		
						01/18/2019	0000070392	RAN GRAPHICS								248.14	248.14

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

* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 15

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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
01/19/19	0000070393	C		01/19/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	02100	01100	5210	6005000	18-19	146.96	
						01/19/2019	0000070393	BANK OF AMERICA								146.96
01/19/19	0000070394	C		01/19/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01400	01100	5210	6005000	18-19	153.96	
						01/19/2019	0000070394	BANK OF AMERICA								153.96
01/19/19	0000070395	C		01/19/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Board of Trustees	01.0	00000.0	01900	01100	5210	6005000	18-19	151.96	
						01/19/2019	0000070395	BANK OF AMERICA								151.96
01/19/19	0000070396	P		01/19/2019	AMAZON	COMPUTER SUPP/EQUIP	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	291.12	
						01/19/2019	0000070396	AMAZON								291.12
01/19/19	0000070397	P		01/19/2019	BANK OF AMERICA	LABORATORY SUPP/EQUIP	Sculpture	01.0	00000.0	00100	02520	4325	1002200	18-19	141.19	
						01/19/2019	0000070397	BANK OF AMERICA								141.19
01/19/19	0000070398	P		01/19/2019	AMAZON	LABORATORY SUPP/EQUIP	Sculpture	01.1	00000.0	00100	02520	4325	1002200	18-19	507.30	
						01/19/2019	0000070398	AMAZON								507.30
01/19/19	0000070399	P		01/19/2019	NEED TO ADD VENDOR	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	184.62	
						01/19/2019	0000070399	NEED TO ADD VENDOR								184.62
01/19/19	0000070400	A		01/19/2019	AMAZON	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	4550	6722000	18-19	33.61	
						01/19/2019	0000070400	AMAZON								33.61
01/22/19	0000070401	C		01/22/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	General Administration	01.0	00000.0	00000	01200	5210	6006000	18-19	446.60	
						01/22/2019	0000070401	BANK OF AMERICA								446.60
01/22/19	0000070402	P		01/22/2019	AMAZON	MISCELLANEOUS	Physical Education	01.0	00000.0	00000	02560	4320	0806000	18-19	567.00	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 16

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/22/2019	0000070402	AMAZON								567.00
01/22/19	0000070403	A		01/22/2019	RIDDELL ALL AMERICAN SPORTS	MISCELLANEOUS	Men's Athletics	01.0	00000.0	00000	02560	5630	0813000	18-19	9,998.00	
						01/22/2019	0000070403	RIDDELL ALL AMERICAN SPORTS								9,998.00
01/22/19	0000070404	A		01/22/2019	WOODCRAFT #553	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	218.89	
						01/22/2019	0000070404	WOODCRAFT #553								218.89
01/22/19	0000070405	P		01/22/2019	WOODWORKER WEST	WOODWORKING	Woodworking Mfg Tech	01.0	00000.0	00000	02600	5830	0986000	18-19	310.00	
						01/22/2019	0000070405	WOODWORKER WEST								310.00
01/22/19	0000070406	P		01/22/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	458.50	
						01/22/2019	0000070406	BANK OF AMERICA								458.50
01/22/19	0000070407	P		02/01/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	160.00	
						01/22/2019	0000070407	BANK OF AMERICA								160.00
01/22/19	0000070408	P		01/22/2019	BANK OF AMERICA	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	138.35	
						01/22/2019	0000070408	BANK OF AMERICA								138.35
01/22/19	0000070409	A		01/22/2019	WURTH LOUIS & COMPANY	WOODWORKING	Woodworking Mfg Tech	01.1	00000.0	00100	02600	4325	0986000	18-19	618.45	
						01/22/2019	0000070409	WURTH LOUIS & COMPANY								618.45
01/22/19	0000070410	C		01/22/2019	ACCJC	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	18-19	555.00	
						01/22/2019	0000070410	ACCJC								555.00
01/22/19	0000070411	C		01/22/2019	HYATT REGENCY SAN FRANCISCO	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	18-19	876.00	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 17

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/22/2019	0000070411									876.00
						01/22/2019	0000070411									876.00
01/22/19	0000070412	C		01/22/2019	CHABOT-LAS POSITAS	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70320	5210	6190000	18-19	375.00	
						01/22/2019	0000070412									375.00
						01/22/2019	0000070412									375.00
01/22/19	0000070413	A		01/22/2019	KLEIN EDUCATIONAL SYSTEMS, INC	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	41.05	
						01/22/2019	0000070413									41.05
						01/22/2019	0000070413									41.05
01/22/19	0000070414	C		01/22/2019	SPORTS FACILITIES GROUP	MISCELLANEOUS	PE Academy	01.0	00000.0	00000	02560	5630	0805000	18-19	2,960.00	
						01/22/2019	0000070414									2,960.00
						01/22/2019	0000070414									2,960.00
01/22/19	0000070415	C		01/22/2019	HEALTHIMPACT	MEMBERSHIPS	Fiscal Operations	01.0	00000.0	00000	04200	5310	6721000	18-19	1,758.00	
						01/22/2019	0000070415									1,758.00
						01/22/2019	0000070415									1,758.00
01/22/19	0000070416	A		01/22/2019	PIVOT INTERIORS, INC	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	5,978.70	
						01/22/2019	0000070416									5,978.70
						01/22/2019	0000070416									5,978.70
01/24/19	0000070417	C		01/24/2019	CAFE N STUFF	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	4550	6460000	18-19	552.54	
						01/24/2019	0000070417									552.54
						01/24/2019	0000070417									552.54
01/24/19	0000070418	P		01/25/2019	BANK OF AMERICA	NON-INSTRUCTIONAL SUPPLIES	Health Services	69.0	00000.0	00000	03310	4550	6440000	18-19	45.00	
						01/24/2019	0000070418									45.00
						01/24/2019	0000070418									45.00
01/24/19	0000070419	P		01/24/2019	NEED TO ADD VENDOR	REPAIRS - OTHER	Arts	01.0	00000.0	00000	02520	5630	1052000	18-19	46.50	
						01/24/2019	0000070419									46.50
						01/24/2019	0000070419									46.50
01/24/19	0000070420	P		01/25/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Arts	01.0	00000.0	00000	02520	4320	1052000	18-19	127.98	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 18

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/24/2019	0000070420	AMAZON								127.98
01/24/19	0000070421	P		01/25/2019	BANK OF AMERICA	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	250.00	
						01/24/2019	0000070421	BANK OF AMERICA								250.00
01/24/19	0000070422	A		01/25/2019	KILGORE INTERNATIONAL INC.	INSTRUCTIONAL SUPPLIES	Health	01.3	00000.0	04500	70200	4320	1200000	18-19	1,768.20	
						01/24/2019	0000070422	KILGORE INTERNATIONAL INC.								1,768.20
01/24/19	0000070423	A		01/24/2019	FORMLABS, INC.	INSTRUCTIONAL SUPPLIES	Division Office	01.0	00000.0	00000	02600	4320	0951000	18-19	506.97	
						01/24/2019	0000070423	FORMLABS, INC.								506.97
01/24/19	0000070424	C		01/24/2019	PROCAM	MAILING SERVICES	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	24.00	
						01/24/2019	0000070424	PROCAM								24.00
01/24/19	0000070425	C		01/25/2019	SCOOTER SOFTWARE, INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	6310	6780000	18-19	60.00	
						01/24/2019	0000070425	SCOOTER SOFTWARE, INC.								60.00
01/24/19	0000070426	A		01/25/2019	SCM GROUP USA INC	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	03000	70200	6450	0900000	18-19	10,293.00	
						01/24/2019	0000070426	SCM GROUP USA INC								10,293.00
01/24/19	0000070427	A		01/25/2019	KLEIN EDUCATIONAL SYSTEMS, INC	DRAFTING SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	18-19	12,632.63	
						01/24/2019	0000070427	KLEIN EDUCATIONAL SYSTEMS, INC								12,632.63
01/24/19	0000070428	A		01/24/2019	GALLIVAN, TOM	REIMBURSEMENT	Parking	39.5	00000.0	00000	79800	4550	6950000	18-19	143.88	
						01/24/2019	0000070428	GALLIVAN, TOM								143.88
01/24/19	0000070429	C		01/25/2019	NOVEDGE LLC	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	380.00	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 19

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/24/2019	0000070429	NOVEDGE LLC								380.00
01/24/19	0000070430	A		01/25/2019	SCM GROUP USA INC	WOODWORKING	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	18-19	10,840.50	
						01/24/2019	0000070430	SCM GROUP USA INC								10,840.50
01/24/19	0000070431	A		01/25/2019	KLEIN EDUCATIONAL SYSTEMS, INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	04700	70200	6410	0900000	18-19	9,751.13	
						01/24/2019	0000070431	KLEIN EDUCATIONAL SYSTEMS, INC								9,751.13
01/24/19	0000070432	A		01/25/2019	FASTSIGNS	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	18-19	523.14	
						01/24/2019	0000070432	FASTSIGNS								523.14
01/24/19	0000070433	C		01/25/2019	PERFECT FORM	PRINTING SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	18-19	789.91	
						01/24/2019	0000070433	PERFECT FORM								789.91
01/24/19	0000070434	A		01/25/2019	DYNATRONICS CORP	INSTRUCTIONAL SUPPLIES	Physical Therapy	01.1	00000.0	00100	02530	4325	1222000	18-19	1,100.91	
						01/24/2019	0000070434	DYNATRONICS CORP								1,100.91
01/24/19	0000070435	A		01/25/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	13,474.63	
						01/24/2019	0000070435	GOLDEN STAR TECHNOLOGY INC.								13,474.63
01/24/19	0000070436	A		01/25/2019	HOTSY OF SOUTHERN	MISCELLANEOUS	Grounds Maintenance-Re	01.0	00000.0	00000	04400	4550	6550000	18-19	81.40	
						01/24/2019	0000070436	HOTSY OF SOUTHERN CALIFORNIA								81.40
01/24/19	0000070437	A		01/25/2019	HENRY SCHEIN INC	INSTRUCTIONAL SUPPLIES	Dental Hygiene	01.1	00000.0	00100	02530	4325	1240200	18-19	461.31	
						01/24/2019	0000070437	HENRY SCHEIN INC								461.31
01/24/19	0000070438	C		01/25/2019	EASY ENGLISH TIMES	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	30.00	

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 : 07/01/2018 To 06/30/2019
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 20

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/24/2019	0000070438									30.00
01/24/19	0000070439	C		01/25/2019	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	19,266.00	
						01/24/2019	0000070439									19,266.00
01/24/19	0000070440	C		01/25/2019	CERRITOS COLLEGE DISTRICT	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	8,773.06	
						01/24/2019	0000070440									8,773.06
01/24/19	0000070441	C		01/25/2019	EBSCO INFORMATION	SUBSCRIPTIONS	Library	01.0	00000.0	00000	02220	6321	6120000	18-19	25.32	
						01/24/2019	0000070441									25.32
01/24/19	0000070442	P		01/24/2019	AMAZON	OFFICE SUPPLIES	Admissions	01.0	00000.0	00000	03800	4320	6225000	18-19	172.77	
						01/24/2019	0000070442									172.77
01/25/19	0000070443	P		01/25/2019	BANK OF AMERICA	CONFERENCE AND TRAVEL	Instructional Office	01.0	00000.0	00000	02100	5210	6016000	18-19	900.00	
						01/25/2019	0000070443									900.00
01/25/19	0000070444	C		01/25/2019	CA COMM COLLEGE ASSO FOR	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	03000	70200	5210	6190000	18-19	495.00	
						01/25/2019	0000070444									495.00
01/25/19	0000070445	C		01/25/2019	BRUSTEIN & MANASEVIT, PLLC	CONFERENCE AND TRAVEL	Oth Instr Sup Services	01.3	00000.0	00000	70200	5210	6190000	18-19	1,135.00	
						01/25/2019	0000070445									1,135.00
01/25/19	0000070446	C		01/25/2019	CCCSFAAA	MISCELLANEOUS	Financial Aid Administration	01.3	00000.0	00000	71120	5210	6460000	18-19	550.00	
						01/25/2019	0000070446									550.00
01/25/19	0000070447	A		02/01/2019	BANK OF AMERICA	MISCELLANEOUS	Purchasing	01.0	00000.0	00000	04300	5210	6722000	18-19	375.00	

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 : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 21

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
				01/25/2019			0000070447									375.00
01/26/19	0000070448	C		01/26/2019	SOUTHERN CALIFORNIA COMM	MISCELLANEOUS	Fiscal Operations	61.1	00000.0	00000	04100	5410	6720000	18-19	18,308.00	
				01/26/2019			0000070448									18,308.00
01/26/19	0000070449	C		01/26/2019	KEENAN & ASSOCIATES	MISCELLANEOUS	Fiscal Operations	61.2	00000.0	00000	04100	5410	6720000	18-19	1,984.52	
				01/26/2019			0000070449									1,984.52
01/26/19	0000070450	C		01/26/2019	JOHNSON CONTROLS FIRE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65060	6120	7100000	18-19	3,404.80	
				01/26/2019			0000070450									3,404.80
01/26/19	0000070451	C		01/26/2019	JOHNSON CONTROLS FIRE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65060	6120	7100000	18-19	1,938.59	
				01/26/2019			0000070451									1,938.59
01/26/19	0000070452	A		01/26/2019	ULINE	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6120	7100000	18-19	1,619.70	
				01/26/2019			0000070452									1,619.70
01/26/19	0000070453	C		01/26/2019	DIVISION OF THE STATE ARCHITECTS	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65036	6130	7100000	18-19	10,992.29	
				01/26/2019			0000070453									10,992.29
01/26/19	0000070454	A		01/26/2019	PAVEWEST, INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	8,800.00	
				01/26/2019			0000070454									8,800.00
01/26/19	0000070455	A	1	01/28/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Physical Property-Related	42.2	00000.0	00000	65052	6130	7100000	18-19	27,083.05	
				01/26/2019			0000070455									27,083.05
01/28/19	0000070456	A		01/28/2019	MATCO TOOLS CORP.	MISCELLANEOUS	Automotive	01.1	00000.0	00100	02600	4325	0960000	18-19	217.62	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 22

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/28/2019	0000070456	MATCO TOOLS CORP.								217.62
01/28/19	0000070457	A		01/28/2019	MCMaster CARR SUPPLY CO.	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	18-19	276.98	
						01/28/2019	0000070457	MCMaster CARR SUPPLY CO.								276.98
01/28/19	0000070458	A		01/28/2019	GRAINGER	WELDING SUPP/EQUIP	Welding	01.0	00000.0	00000	02600	4320	0984000	18-19	131.01	
						01/28/2019	0000070458	GRAINGER								131.01
01/28/19	0000070459	A		01/28/2019	OFFICE DEPOT/BUSINESS	OFFICE SUPPLIES	Drafting & Architecture	01.0	00000.0	00000	02600	4320	0964000	18-19	377.47	
						01/28/2019	0000070459	OFFICE DEPOT/BUSINESS SVCS DIV								377.47
01/28/19	0000070460	A		01/28/2019	RAN GRAPHICS	MISCELLANEOUS	Social Sciences	01.0	00000.0	00000	02540	4320	2201000	18-19	164.92	
						01/28/2019	0000070460	RAN GRAPHICS								164.92
01/28/19	0000070461	A		01/28/2019	MSC INDUSTRIAL DIRECT, CO INC	MACHINE SHOP SUPP/EQUIP	Eng and Rel Tech (Ind Tech)	01.3	00000.0	00000	70360	4320	0900000	18-19	4,665.83	
								01.3	00000.0	00000	70360	6450	0900000	18-19	556.07	
						01/28/2019	0000070461	MSC INDUSTRIAL DIRECT, CO INC								5,221.90
01/28/19	0000070462	A		01/28/2019	ACADEMIC SENATE FOR CA COMM	CONFERENCE AND TRAVEL	District	01.0	00000.0	00000	00000	9330	0000000	18-19	1,620.00	
						01/28/2019	0000070462	ACADEMIC SENATE FOR CA COMM COLLEGES								1,620.00
01/30/19	0000070463	P		01/31/2019	AMAZON	BOOKS	Trnsfers & Pymnts to/for	01.3	00000.0	03100	71200	7610	7300000	18-19	234.84	
						01/30/2019	0000070463	AMAZON								234.84
01/31/19	0000070464	A		01/31/2019	RODGER'S CATERING	FOOD PRODUCTS	Oth Instr Sup Services	01.3	00000.0	00000	72740	4550	6190000	18-19	104.85	
						01/31/2019	0000070464	RODGER'S CATERING								104.85
01/31/19	0000070465	A		02/01/2019	B & H PHOTO VIDEO	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	03100	70200	4320	1000000	18-19	2,813.00	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019
Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 23

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

WEEKLY

PO Date	PO #	Change			Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Distrib	
		Stat	Ord#	Date											Amount	PO Amt
01/31/19	0000070465	A		02/01/2019	B & H PHOTO VIDEO	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	03100	70200	6450	1000000	18-19	13,138.91	
				01/31/2019			0000070465			B & H PHOTO VIDEO						15,951.91
01/31/19	0000070466	A		01/31/2019	FONTI, ALLISON	MISCELLANEOUS	Oth Instr Sup Services	01.3	00000.0	00000	75286	5240	6190000	18-19	520.00	
				01/31/2019			0000070466			FONTI, ALLISON						520.00
01/31/19	0000070467	P		01/31/2019	AMAZON	COMPUTER SUPP/EQUIP	Fine Arts	01.3	00000.0	03100	70200	4320	1000000	18-19	2,196.13	
								01.3	00000.0	03100	70200	6450	1000000	18-19	1,349.00	
				01/31/2019			0000070467			AMAZON						3,545.13
01/31/19	0000070468	A		01/31/2019	FLORES COLONZO, MICHELLE	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	600.00	
				01/31/2019			0000070468			FLORES COLONZO, MICHELLE						600.00
01/31/19	0000070469	A		01/31/2019	MARTINEZ, ABRAHAM	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	600.00	
				01/31/2019			0000070469			MARTINEZ, ABRAHAM						600.00
01/31/19	0000070470	A		02/01/2019	B & H PHOTO VIDEO	CAMERA SUPP/EQUIP	Fine Arts	01.3	00000.0	03100	70200	4320	1000000	18-19	4,688.46	
								01.3	00000.0	03100	70200	6450	1000000	18-19	13,033.29	
				01/31/2019			0000070470			B & H PHOTO VIDEO						17,721.75
01/31/19	0000070471	A		01/31/2019	NGUYEN, HAYDEN	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	600.00	
				01/31/2019			0000070471			NGUYEN, HAYDEN						600.00
01/31/19	0000070472	A		01/31/2019	ERICKSON LAW FIRM	LEGAL SERVICES	Human Resources	01.0	00000.0	00100	05100	5730	6730000	18-19	590.50	
				01/31/2019			0000070472			ERICKSON LAW FIRM						590.50
01/31/19	0000070473	P		01/31/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04100	6460	6720000	18-19	4,789.37	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 24

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
				01/31/2019			0000070473				GOLDEN STAR TECHNOLOGY INC.					4,789.37
01/31/19	0000070474	P		01/31/2019	NEED TO ADD VENDOR	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	18-19	30.00	
				01/31/2019			0000070474				NEED TO ADD VENDOR					30.00
01/31/19	0000070475	A		01/31/2019	HECKERMAN, EDWARD	REIMBURSEMENT	Photography	01.1	00000.0	00100	02520	4325	1063000	18-19	27.36	
				01/31/2019			0000070475				HECKERMAN, EDWARD					27.36
01/31/19	0000070476	P		01/31/2019	AMAZON	BOOKS/SUPPLIES	Fine Arts	01.3	00000.0	03100	70200	4320	1000000	18-19	261.98	
				01/31/2019			0000070476				AMAZON					261.98
01/31/19	0000070477	A		01/31/2019	MacDEVITT, JAMES	REIMBURSEMENT	Museums-Galleries	01.0	00000.0	00000	02520	4550	6140000	18-19	87.28	
				01/31/2019			0000070477				MacDEVITT, JAMES					87.28
01/31/19	0000070478	A		01/31/2019	HIROHAMA, STEVEN	REIMBURSEMENT	Film Making	01.0	00000.0	00000	02520	4320	1057000	18-19	103.93	
				01/31/2019			0000070478				HIROHAMA, STEVEN					103.93
01/31/19	0000070479	A		01/31/2019	RODGER'S CATERING	FOOD SERVICES SUPP/EQUIP	Auxiliary Operations	01.3	00000.0	00000	71200	4550	7000000	18-19	258.69	
				01/31/2019			0000070479				RODGER'S CATERING					258.69
01/31/19	0000070480	A		01/31/2019	TOSCANO, DEZTENIE	REIMBURSEMENT	Instructional Office	01.0	00000.0	09000	02100	7610	6016000	18-19	600.00	
				01/31/2019			0000070480				TOSCANO, DEZTENIE					600.00
01/31/19	0000070481	P		01/31/2019	AMAZON	INSTRUCTIONAL SUPPLIES	Scholars' Honors Program	01.0	00000.0	00000	02100	4320	6197000	18-19	20.99	
				01/31/2019			0000070481				AMAZON					20.99
01/31/19	0000070482	P		01/31/2019	GOLDEN STAR TECHNOLOGY INC.	MISCELLANEOUS	Management Information	01.0	00000.0	00000	02210	5640	6780000	18-19	11,799.87	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 25

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/31/2019	0000070482	GOLDEN STAR TECHNOLOGY INC.								11,799.87
01/31/19	0000070483	A		01/31/2019	POINT AND CLICK SOLUTIONS, INC.	SOFTWARE	Health Services	69.0	00000.0	00000	03310	6310	6440000	18-19	12,940.00	
						01/31/2019	0000070483	POINT AND CLICK SOLUTIONS, INC.								12,940.00
01/31/19	0000070484	P		01/31/2019	NEED TO ADD VENDOR	OFFICE SUPPLIES	Human Resources	01.0	00000.0	00000	05100	4550	6730000	18-19	45.00	
						01/31/2019	0000070484	NEED TO ADD VENDOR								45.00
01/31/19	0000070485	A		01/31/2019	THE MYERS-BRIGGS COMPANY	MISCELLANEOUS	Matriculation-Std nt Assessment	01.1	00000.0	00100	03410	4325	6320000	18-19	195.00	
						01/31/2019	0000070485	THE MYERS-BRIGGS COMPANY								195.00
01/31/19	0000070486	P		01/31/2019	THE MYERS-BRIGGS COMPANY	MISCELLANEOUS	Matriculation-Std nt Assessment	01.1	00000.0	00100	03410	4325	6320000	18-19	8,512.50	
						01/31/2019	0000070486	THE MYERS-BRIGGS COMPANY								8,512.50
01/31/19	0000070487	A		01/31/2019	AT&T CORP.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	10110	04100	5890	6720000	18-19	81,000.00	
						01/31/2019	0000070487	AT&T CORP.								81,000.00
01/10/19	15P010-06B	A		01/10/2019	THE SOLIS GROUP	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65011	6130	7100000	18-19	3,289.50	
						01/10/2019	15P010-06B	THE SOLIS GROUP								3,289.50
01/25/19	17P012-04	A		01/25/2019	T & M MANUFACTURING,	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	9,386,000.00	
						01/25/2019	17P012-04	T & M MANUFACTURING, INC.								9,386,000.00
01/25/19	17P012-11	A		01/25/2019	CASTON INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	10,058,585.00	
						01/25/2019	17P012-11	CASTON INC.								10,058,585.00
01/25/19	17P012-20	A		01/25/2019	SIERRA SCHOOL EQUIPMENT CO.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	338,030.00	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 26

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/25/2019	17P012-20									338,030.00
01/25/19	17P012-25	A		01/25/2019	PCC NETWORK SOLUTIONS	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	321,524.56	
						01/25/2019	17P012-25									321,524.56
01/25/19	17P012-26	A		01/25/2019	AUDIO VISUAL INNOVATIONS	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	1,463,365.70	
						01/25/2019	17P012-26									1,463,365.70
01/25/19	17P012-28	A		01/25/2019	PIERRE LANDSCAPE, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6220	7100000	18-19	578,333.00	
						01/25/2019	17P012-28									578,333.00
01/14/19	18C0028	A		01/14/2019	NORWALK-LA MIRADA USD	CONTRACTED SERVICES	Accounting & Payroll	01.0	00000.0	00000	04200	5610	6725000	18-19	1.00	
						01/14/2019	18C0028									1.00
01/10/19	18C0128	A		01/10/2019	FREMONT UNION HIGH SCHOOL	CONTRACTED SERVICES	Oth Instr Sup Services	01.3	00000.0	00000	77380	5810	6190000	18-19	55,000.00	
						01/10/2019	18C0128									55,000.00
01/29/19	18C0134	A		01/29/2019	GENERAL DYNAMICS INFORMATION	CONTRACTED SERVICES	Admissions	01.0	00000.0	00000	03800	5810	6225000	18-19	25,000.00	
						01/29/2019	18C0134									25,000.00
01/30/19	18C0154	A		01/30/2019	VILLARREAL, ELISEO	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	225.00	
						01/30/2019	18C0154									225.00
01/30/19	18C0156	A		01/30/2019	MARTINEZ, MELISSA D.	MISCELLANEOUS	Instructional Office	39.1	00000.0	00003	79850	5110	6016000	18-19	225.00	
						01/30/2019	18C0156									225.00
01/14/19	18C0157	A		01/14/2019	TRAN, FONG	MISCELLANEOUS	Human Resources	01.3	00000.0	07005	73460	5810	6730000	18-19	1,300.00	

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Report ID: LAPO009C

District: 64360

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019
 Purchase Orders/Buyouts in Excess of \$1.00 To Be Ratified

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 27

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

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
						01/14/2019	18C0157									1,300.00
01/30/19	18C0169	A		01/30/2019	CAMP FIRE	MISCELLANEOUS	Counseling	01.3	00000.0	03008	73460	5810	6300000	18-19	1,140.00	
						01/30/2019	18C0169									1,140.00
01/08/19	18FC0017	A		01/08/2019	MEL SMITH ELECTRIC, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	42,800.00	
						01/08/2019	18FC0017									42,800.00
01/11/19	18FC0018	A		01/11/2019	PAVEWEST, INC.	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65061	6130	7100000	18-19	22,710.00	
						01/11/2019	18FC0018									22,710.00
01/16/19	69270A	C		01/16/2019	S & S WORLWIDE	MISCELLANEOUS	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	40.51	
								01.3	00000.0	00000	70780	4320	6920000	18-19	40.50	
						01/16/2019	69270A									81.01
01/08/19	APO180458	A		01/08/2019	AMAZON.COM SERVICES, INC.	INSTRUCTIONAL SUPPLIES	Child Development	01.3	00000.0	00000	70770	4320	6920000	18-19	200.00	
						01/08/2019	APO180458									200.00
01/15/19	APO180459	A		01/15/2019	GOLDEN WEST PIPE & SUPPLY	PLUMBING SUPP/SYSTEM	Building Maintenance-Re	01.0	00000.0	00000	04400	4550	6510000	18-19	3,500.00	
						01/15/2019	APO180459									3,500.00
01/30/19	APO180460	A		01/30/2019	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Accounting	01.1	00000.0	00100	02510	4325	0502000	18-19	500.00	
						01/30/2019	APO180460									500.00
01/30/19	APO180461	A		01/30/2019	OFFICE DEPOT/BUSINESS	MISCELLANEOUS	Business Administration	01.1	00000.0	00100	02510	4325	0506000	18-19	550.00	
						01/30/2019	APO180461									550.00
01/31/19	APO180462	A		01/31/2019	OFFICE DEPOT/BUSINESS	INSTRUCTIONAL SUPPLIES	Letters	01.0	00000.0	00000	02550	4320	1551000	18-19	3,000.00	

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* Prior Year Payments

Report ID: LAPO009C

District: 64360

Board List Purchase Order Report

CERRITOS COLLEGE

Page No. 28

Run Date: 02/02/2019

Run Time: 03:06:27AM

FY: 18-19

Purchase Orders/Buyouts To The Board for Ratification From : 07/01/2018 To 06/30/2019

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

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PO Date	PO #	Stat	Ord#	Date	Vendor Name	Description	Dept/Site	Fund	Res.Prj	Goal	Funct	Obj	Sch/Loc	BP	Amount	PO Amt
				01/31/2019			APO180462				OFFICE DEPOT/BUSINESS SVCS DIV					3,000.00
01/10/19	C101127-88	A		01/10/2019	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65050	6130	7100000	18-19	8,960.00	
				01/10/2019			C101127-88				TILDEN-COIL CONSTRUCTORS INC					8,960.00
01/10/19	C101127-89	A		01/10/2019	TILDEN-COIL CONSTRUCTORS INC	CONTRACTED SERVICES	Physical Property-Related	42.2	00000.0	00000	65010	6130	7100000	18-19	6,972.00	
				01/10/2019			C101127-89				TILDEN-COIL CONSTRUCTORS INC					6,972.00
01/07/19	C78-030E	C		01/07/2019	SESAC INC.	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	18-19	2,255.78	
				01/07/2019			C78-030E				SESAC INC.					2,255.78
01/07/19	C83-066E	C		01/07/2019	AMERICAN SOCIETY OF COMPOSERS	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	18-19	6,566.39	
				01/07/2019			C83-066E				AMERICAN SOCIETY OF COMPOSERS					6,566.39
01/16/19	C84-067F	C		01/16/2019	BMI	MISCELLANEOUS	Fiscal Operations	01.0	00000.0	00000	04200	5190	6721000	18-19	5,868.84	
				01/16/2019			C84-067F				BMI					5,868.84

Total by District : 64360	22,974,051.30	22,974,051.30
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End of Report LAPO009C

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Contracts for the Month of January 2019

ACTION

It is recommended that the Board of Trustees approve the contracts that were processed during the month of January 2019.

FISCAL IMPACT

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

REPORT SUMMARY

This report of contracts that were processed during the month of January 2019 is provided for review and approval. The items listed include contracts requiring ratification and also includes informational items (e.g., informal bids, task orders, etc.). The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

January 2019 – Contracts

**Consideration of Approval of New/Amended Contracts
for the Month of January 2019**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0161	Nissei America, Inc.	Injection Machine Rental Agreement	10/24/18	10/24/20	No Cost	Technology – Plastics
18C0162*						
18C0163	JC Culture Foundation	Contractor to provide a one (1) hour presentation in costume as part of the APIDA Awareness Week.	02/05/19	02/05/19	\$425.00	Human Resources
18C0164*						
18C0165*						
18C0166*						
18C0167*						
18C0168	CSU Fullerton Auxiliary Services Corporation (ASC)	Contractor to conduct an evaluation of the Cerritos College Umoja Program.	11/01/18	06/30/19	\$7,493.00	Counseling
18C0169	Camp Fire	Contractor to provide a ropes course for Puente Program students.	02/08/19	02/08/19	\$1,140.00	Counseling
18C0170	Norwalk-La Mirada Unified School District	Affiliation agreement with Contractor that will provide service learning/fieldwork placement with qualified K-12 teachers	01/01/19	12/31/23	No Cost	Teacher TRAC
18C0171	National University	Nursing Program Enrollment Agreement for currently enrolled students in the District Nursing Program to be guaranteed admission into the National University BSN Program. Enrollment is on a concurrent basis at a guaranteed reduced tuition cost. District Nursing Alumnae who meet certain criteria, will also be guaranteed admission into the National University BSN Program at a guaranteed reduced tuition cost.	02/01/19	01/31/24	No Cost	Health Occupations
18C0172	Cindy Zackney	Contractor to provide yoga classes to all enrolled students, staff and faculty.	01/28/19	06/30/20	\$3,800.00	Student Health Services

**Consideration of Approval of New/Amended Contracts
for the Month of January 2019**

NEW CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18C0173	Susan Parsons	Contractor to provide consultant services for the Education Futures Model Grant	02/01/19	10/31/19	\$24,800.00	Educational Partnerships & Programs
18C0174	Laurens Strobbe New Media	Contractor to create video content to be utilized on the Teacher TRAC website and social media campaign. Video content will highlight Teacher TRAC program graduates who now work in the education field.	02/01/19	10/31/19	\$15,600.00	Educational Partnerships & Programs
18C0175	Alejandro Frank Covarrubias	Contractor to provide a 30-minute keynote address during the Diversity Awards ceremony.	04/02/19	04/02/19	\$1,300.00	Human Resources

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

** No contract was issued under this contract number

***Pending

****For tracking purposes only

**Consideration of Approval of New/Amended Contracts
for the Month of January 2019**

CONSTRUCTION RELATED CONTRACTS						
Number	Contractor	Service	Start Date	End Date	Cost	Requestor
18FC0018	Pave West, Inc.	Contractor to provide labor and materials at Lot 10 for striping and signage installation for the Performing Arts Center	12/28/18	06/30/19	\$22,710.00	Facilities
18FC0019	Verne's Plumbing, Inc.	Contractor to provide labor and materials for repairs to the plumbing utilities due to campus improvements and maintenance	01/22/19	06/30/19	\$59,300.00	Facilities
18FC0020	Del Mar Floor Covering	Contractor to provide labor and materials for the carpet installation at the PST Building	01/26/19	06/30/19	\$16,970.00	Facilities
18FC0021	Integrated Interiors, Inc.	Contractor to provide labor and materials for the remodel of Room 203 in the Multi-Purpose Building	01/26/19	06/30/19	\$55,335.00	Facilities
13P016-05	HMC Group, dba HMC Architects	Amendment No. 1 – Extension of the end term of the agreement through March 31, 2019	12/15/15	03/31/19	No Cost	Facilities
<p>*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</p>						

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Approval of Agreement with Phillips Design and Marketing, Inc. for Website Management and Marketing Services for Clean Transportation and Logistics</p>
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ACTION

It is recommended that the Board of Trustees approve the agreement with Phillips Design and Marketing, Inc. for website management and marketing services for Clean Transportation and Logistics.

FISCAL IMPACT

The contract shall be for the not-to-exceed amount of \$43,000; funding is made possible through Cerritos College's Sector Navigator 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 – NEW

PHILLIPS DESIGN AND MARKETING, INC.

WEBSITE MANAGEMENT AND MARKETING SERVICES FOR CLEAN TRANSPORTATION AND LOGISTICS

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

Purpose: Cerritos College wishes to enter into an agreement with Phillips Design and Marketing, Inc. to provide website management and marketing services for the Clean Transportation and Logistics sector. Services proposed by Phillips Design and Marketing, Inc. include, but are not limited to, content management and site maintenance of the CTL website and video content, ensuring the website is responsive and adapts to all devices, developing and disbursing targeted e-newsletters, posting of news articles on a regular basis, generating student oriented infographic posters, and producing short student testimonial videos to be posted on the website and/or for email.

Period: The time period of the agreement is from March 7, 2019 through December 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Contract No. 18C0185 – Phillips Design and Marketing, Inc.



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0185

PARTIES AND DATE

This Agreement is made and entered into this 7th day of **March, 2019**, 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 **Phillips Design & Marketing Inc.** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at P.O. Box 2301, Citrus Heights, CA 95611, and licensed to do business in the State of California. 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 **Website Management and Marketing Services for Clean Transportation and Logistics**, as directed by DISTRICT; 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 it 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 To provide website management and marketing services including, but not limited to, content management and site maintenance of the CTL website and video content, ensuring the website is responsive and adapts to all devices, developing and disbursing targeted e-newsletters, posting of news articles on a regular basis, generating student oriented infographic posters, and producing short student testimonial videos to be posted on the website and/or for email per CONTRACTOR's proposal (1 page), attached hereto and incorporated into this agreement by this reference.

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. CONTRACTOR shall perform Website Management and Marketing 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 **March 7, 2019**, and end on **December 31, 2019**, 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 Website Management and Marketing 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 the total sum of **Forty-Three Thousand and 00/100 dollars (\$43,000.00) as a Fixed Fee.**

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

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 its 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 its 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 it 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: Jill Phillips Chan, CFO, Secretary.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Jannet Malig, Director of Advance Transportation Technology** or her 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 hereby designates **Jill Phillips Chan, CFO, Secretary, Phillips Design & Marketing Inc.** or her designee, to act as its 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 it is skilled in the professional calling necessary to perform all 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 it, its 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 its 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 its subcontractors 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"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its 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 it 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 it 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 its 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 its 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 its signature hereunder, CONTRACTOR certifies that it 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 the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it 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, its 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.

5.3 The CONTRACTOR hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. CONTRACTOR agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. CONTRACTOR further agrees to indemnify and hold harmless the DISTRICT from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and/or action for damages.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it 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 its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at its 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, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its 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) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: \$1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

(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. **General Liability.** The general 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 services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the 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 the 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. **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.

iii. **Workers' Compensation and Employers Liability 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.

iv. **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 and Employer's Liability and Professional Liability 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 lawful 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 its 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 its 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 its 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 its 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 its 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 its 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 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 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 it 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 its 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: Jannet Malig
Director of Advanced
Transportation Technology
Project
Tel: (562) 860-2451

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]

**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

E-mail

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 _____, a _____ organized under the laws of the state of _____ with its principal place of business 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

PD&M, INC.

Creative Services and Marketing

March 7, 2018

Proposed Work Statement requested by Jannet Malig for Clean Transportation & Logistics Fiscal Year 2018-2019

1. CTL Website and Video content. Content management and site maintenance. Site is responsive and adapts to all devices (Tablets, Smartphones, etc) Includes updates of animated graphics, posting video, updates and posting of online publications (converting to online format), ongoing SEO.	\$ 5,000
2. E-Newsletters targeted to CIOs, Faculty and Counselors - 8 total. Includes design, production, and delivery via Email program and results reporting.	\$12,000
3. News item posts on website every three weeks (8 total) Review and formatting of provided articles for website adding H1 and H2 tags for optimization, editing photographs, checking links.	\$8,000
4. Student oriented Infographic posters illustrating educational requirements, career paths, and salary ranges. (4 total)	\$10,000
5. Short student testimonial videos, edited, compressed for user optimization, posted on website and for emails (4 total).	<u>\$ 8,000</u>
Total Proposal	\$43,000

Jill Phillips Chan
CFO, Secretary

Date: _____

CERRITOS COLLEGE
Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**
Agenda Item No. 16

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval of Agreement with Social Enterprises, Inc. for Event Planning and Management for the Advanced Transportation Summit

ACTION

It is recommended that the Board of Trustees approve the agreement with Social Enterprises, Inc. for event planning and management for the Advanced Transportation Summit.

FISCAL IMPACT

The contract shall be for the not-to-exceed amount of \$38,900; funding is made possible through Cerritos College's Sector Navigator 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 – NEW

SOCIAL ENTERPRISES, INC.

EVENT PLANNING AND MANAGEMENT FOR THE ADVANCED TRANSPORTATION SUMMIT

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

Purpose: The District wishes to enter into an agreement with Social Enterprises, Inc. to provide event planning and management for the statewide Advanced Transportation Summit. The statewide summit is part of the work plan for the Sector Navigator Grant. Services proposed by Social Enterprises, Inc. include, but are not limited to, venue acquisition, event production, event management, project reporting, post-event reporting, registration management, onsite team support, program management, marketing and communication, and sponsorship

Period: The time period of the agreement is from March 7, 2019 through October 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Contract No. 18C0186 – Social Enterprises, Inc.



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 18C0186

PARTIES AND DATE

This Agreement is made and entered into this **7th** day of **March, 2019**, 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 **Social Enterprises, Inc.** ("CONTRACTOR"), with its principal place of business at 1604 NW 15th Avenue, Portland, Oregon 97209, incorporated under the laws of the State of Oregon, and licensed to do business in the State of California. 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 **Event Planning and Management for the Advanced Transportation Summit**, as directed by DISTRICT; 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 it 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 To provide event planning and management services for the Advanced Transportation Summit including, but not limited to, venue acquisition, event production, event management, project reporting, post-event reporting, registration management, onsite team support, program management, marketing and communication, and sponsorship per CONTRACTOR'S proposal (7 pages), attached hereto and incorporated into this agreement by this reference.

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. CONTRACTOR shall perform Event Planning and Management 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 **March 7, 2019**, and end on **October 31, 2019**, 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 Event Planning and Management 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 the total sum of **Thirty-Eight Thousand Nine Hundred and 00/100 dollars (\$38,900.00) as a Fixed Fee.**

3.2 Expenses. All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

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 its 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 its 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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 it 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: Ericka Dickey-Nelson, President.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Jannet Malig, Director of Advanced Transportation Technology** or her 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 hereby designates **Ericka Dickey-Nelson, President** or her designee, to act as its 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 it is skilled in the professional calling necessary to perform all 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 it, its 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 its 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 its subcontractors 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"). CONTRACTOR agrees that if services are not completed within the aforementioned Performance Time, it is understood, acknowledged and agreed that the DISTRICT will suffer damage.

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its 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 it 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 it 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 its 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 its 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 its signature hereunder, CONTRACTOR certifies that it 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 the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it 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, its 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.

5.3 The CONTRACTOR hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. CONTRACTOR agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. CONTRACTOR further agrees to indemnify and hold harmless the DISTRICT from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and/or action for damages.

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it 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 its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements.** CONTRACTOR shall, at its 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, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its 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) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability, written on an occurrence basis; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: \$1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

(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. **General Liability.** The general 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 services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the 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 the 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. **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.

iii. **Workers' Compensation and Employers Liability 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.

iv. **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 and Employer's Liability and Professional Liability 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 lawful 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 its 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 its 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 its 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 its 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 its 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 its 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 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 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 it 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 its 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: Jannet Malig
 Director of Advanced
 Transportation Technology
 Project
 Tel: (562) 860-2451

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]

**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

E-mail

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 _____, a _____ organized under the laws of the state of _____ with its principal place of business 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

Advanced Transportation Summit

August 2019 - California

Statement of Work

VENUE ACQUISITION

- Work with top 3 venues in California to confirm contracts that provide best value in all cost centers (AV, Food/Beverage, Hotel Rooms, Venue Fee).
- Negotiate and finalize contract and all deliverables with selected venue
- ATL to review, confirm and sign off on final venue contract

EVENT PRODUCTION/MANAGEMENT

- Build and drive a comprehensive event production schedule and timeline covering every aspect of planning, execution and reporting within the project scope
- Procure food and beverage contracts that maximize quality, match client priorities and achieve cost savings
- Manage all venue and A/V requirements for conference
- Concept and execute effective event layout, flow of traffic, interactive features and signage placement to achieve maximum attendee experience
- Create Advanced Transportation Summit Playbook with detailed event elements for use by full onsite event team
- Manage event layout, flow, signage placement via SE Signage Grid for maximum attendee experience
- Create and manage announcement schedule for Summit in session, foyer and break spaces to alert attendees of session starts and other important event element announcements.
- Provide stage/session management throughout entire event

Project Reporting

Event Update Meetings

- Once monthly update meetings with entire event team
- Weekly meetings beginning 3 months prior to event with entire event team
- Detailed meeting recap sent after each client meeting, with action items for all team members

Event Project Report (Google Drive)

- Event Project Report created in Google Drive at start of event with detailed tabs for each event element managed by Social Enterprises.
- All elements of event tracked in password-protected Project Report in real time and accessible by client for reference

Event Master Timeline (Basecamp)

- Full Event Timeline in SE Basecamp to ensure an on-time project schedule, based on Social Enterprises best practices.
- Client access to Basecamp can be arranged to view milestones, or to have milestones assigned to client contacts if desired

Financial/Budget Management

- Research and confirm budget estimates for every category of the conference budget
- Create approved conference budget spreadsheet for real-time tracking and reporting for all budget items in password-protected Google Drive Project Report where all event elements are tracked
- Track income and expenses throughout event management
- Reconcile budget with P&L for event reporting purposes
- All event expenses must go through the Event Manager/Project Lead and require written approval from client before being paid. All conference expenses are tracked in the Budget tab of Project Report in real-time.

Post-Event Reporting**Post-event attendee survey**

- Creation and distribution of post-event attendee survey (for attendees and speakers)
- Survey data collection requirements and questions approved by client

Final Event Recap

- Provided 30 days post-event along with debrief meeting
- Extensive PowerPoint/PDF presentation (30+ slides) including a recap of each event element handled by SE (events, registration, marketing, community partners, media partners, programming, sponsorship)
- Includes all data collected by SE via registration and survey results, budget reconciliation, and future recommendations on each event area

Post-Event Dropbox Files provided to client post-event:

- Final registration list with all attendee information (Excel format)
- Event Playbook (PDF format)
- Final Recap (PDF format)
- Project Report (PDF format)
- Sponsor & Community Partner Overviews (PDF format)
- Attendee survey results (Excel)
- Speaker survey results (Excel)
- Marketing files: Ads and other graphics created for client use during project timeframe (.jpg, .png, PDF format). Raw design files are available for an additional fee by request.

REGISTRATION MANAGEMENT**Advance Registration**

- Manage all advance event registration via custom ATL registration platform using SE Impact Flow account
- Track registration numbers in Project Report, including comparison to previous year data (if available)
- Registration Reports
 - ✓ Monthly registration reports beginning at start of event
 - ✓ Weekly registration reports beginning 2 months prior to event
 - ✓ Daily registration reports beginning 2 weeks prior to event
- Manage all phone calls about registration and other event inquiries
- Print badges in advance of event and ensure VIP groups are identified with special designation (i.e. Speakers, Board, Planning Committee etc.)

- Ensure that VIP groups (client, speakers, board members) are registered in advance of event (lists from client may be required)
- Order all registration related materials, including but not limited to badge covers, badge paper, lanyards with all costs pre-approved by client
- Create badge design for event, to be approved by client

ONSITE TEAM

Social Enterprises to provide event team onsite for pre-conference set-up and all Summit event days to include **5 dedicated SE staff members** (12-16-hour days) to:

- Provide and manage Social Enterprises event day staff and volunteer staff team
- Direct additional event day staff designated by ATL
- Set up all aspects of Summit including all receptions, tours, main stages, exhibitor/sponsor area, educational sessions, and all office and meeting room spaces

Onsite Registration

- Staff and manage onsite registration and check-in at event (including nametag printing/management, onsite equipment for real-time registration and payment for last minute registrations)
- Nametag printers for live onsite nametag printing

Volunteer Staffing

- Creation of volunteer application, posted to website and promoted in emails
- Creation of volunteer shift selection tab in Project Report and volunteer confirmation email
- Creation of volunteer staffing grid in Project Report
- Confirmation and tracking of all volunteers for event
- Management of volunteers onsite

ONSITE TEAM		
ROLE	TRAVEL/SET-UP DAYS	ONSITE TEAM DAYS
Event Production Lead	1	2
Registration/Volunteer Manager	1	2
Registration/Speaker + Board Check-In	1	2
Tradeshaw/Breakout Manager	1	2
Program/Main Stage Manager	1	2

PROGRAM MANAGEMENT

Program Development

- Create program skeleton and schedule outline in the project report tracking all session and speaker confirmations
- Work with ATL to refine session topics, titles and descriptions to post Summit program 3 months pre-Summit to maximize attendance and sponsorship

Speaker Management

- Develop and manage all speaker contracts/confirmations, outlining speaker details and commitments
- Manage all communication with confirmed speakers and speaker handlers, including acquisition of bio + headshots for posting on event website, collection of speaker presentations and videos, management of pre-event Q/A, and sending post-event email thank you
- Schedule and participate in pre-conference speaker prep-calls to be led by session Moderators
- Manage all onsite speaker relations, including run-of-show timing, stage management handling and speaker briefing, and all other day of event details
- Manage travel arrangements for all speakers, as needed
- Draft emcee script outline for main stage sessions with run of show and logistical notes (Emcee and Summit leadership to add in personalized remarks/reflections). Provide emcee script to client for initial review and input 1-2 weeks pre-Summit.

MARKETING & COMMUNICATION

Master Communications Schedule

SE to create master event marketing plan and timeline which includes all communications channels (email, print, social media, PR) outlined below – tracked in Summit Project Report marketing tabs.

Event Branding & Development

- Create event logo/header for use on Website and in all marketing and promotion for 2019 Summit
- Create Website that will showcase event brand, program, featured speakers, sponsors/exhibitors/partners, online registration and contact information based on client requirements, including acquiring special event URL, if required
- Create/update special event HTML email template that showcases event brand, highlights reasons to attend and drives ticket sales + sponsorship
- Design Thank You Sponsors PowerPoint Reel (on screens at event)
- Design and print (cost to print is additional) all conference Signage and Program
- Create/Update Sponsor Overview PDF to outline sponsor packages and levels available
- Create/Update Community Partner PDF to outline promotional partner packages and levels available

Website Design and Updates

- Daily Website updates with speaker and sponsor additions made within 24-48 hours

Email Marketing

- SE Best Practice Timeline: Design and distribute email marketing promotion 1x/month starting 10-12 months pre-event (once venue/date is secured)
- SE Best Practice Timeline: 1x/week starting 6-8 weeks pre-event date depending on ticket sales
- Utilize SE Mail Chimp account for all email marketing, email list provided by ATL/GTSE

Media Partner Acquisition and Management

- SE to acquire and manage media partner contracts for each event (100% in-kind advertising campaign trade with media outlets) with industry media/advertising targets approved by ATL
- SE to serve as point-of-contact and ensure timely campaign delivery
- Design, execute and deliver promotional advertising campaigns, per negotiated in-kind/trade contracts

Media Relations/Editorial Acquisition

- SE to create and manage existing editorial media list to ensure most relevant press cover event
- SE to develop Summit press releases to announce event, program, speakers, etc.
- SE to create and include press release schedule on overall event marketing calendar
- SE to act as primary media contact in partnership with client as needed for Summit related press inquiries
- SE to manage press in attendance on event day

Social Media Coverage

Execute pre-event social media designed to drive ticket sales and live social media coverage from prioritized accounts (i.e., Twitter and Instagram) to include:

- Live posts from social media accounts in real time
- Creation of pre-scheduled posts in alignment with content calendar promoting program, registration, key stakeholders and sponsors
- Summary of direct engagement activity recorded on social media accounts for the duration of the event
- SE to lead Onsite Social Media plan to maximize social engagement (including pre-event work such as collecting speaker handles, attendee handles, including all partner handles and hashtag on all marketing materials)

Community Partner Program

- SE to acquire Community/Promo Partners (pre-approved list of non-profit/association targets approved by Green Sports Alliance) to drive attendance/ticket sales.
- SE to manage all outreach, confirmation, deliverables and promotional schedules with confirmed Community Partners.
- SE to actively manage relationships and execute on all deliverables (e.g., providing promotional materials, posting logos, distributing discount and comp codes, etc.)
- SE to create and deliver customized branded emailers for Community Partners to send out to their lists via email marketing software
- Create and execute a post-event survey to gather Community Partner feedback on the event and program
- Track and report on success of community partners to the bottom line of the event via direct ticket sales (measured by discount codes) and awareness metrics (measured by questions during registration process)
- Analyze collective results (surveys, sales, estimated reach, professional observations) and make recommendations for improved success moving forward

Stakeholder Engagement

SE will directly engage key event stakeholder groups in collaboration with ATL/GTSE on 1:1 outreach for the event offering to create custom marketing assets promoting their involvement and support of the event to send out to respective stakeholder marketing groups/lists, to include:

- Board of Directors
- Advisory/Program Committee
- Speakers
- Sponsors
- Media Partners
- Community Partners

SPONSORSHIP

Sponsor Acquisition – to be handled by GTSE/Brian Trice

- GTSE/Brian Trice to secure sponsors and vendors via approved sponsor target list assigned to Social Enterprises by ATL

Sponsor Management (Contracting and Invoicing) - Social Enterprises

- Create or update custom sponsor/exhibitor contract and invoice for all Summit confirmed sponsors
- Track all sponsor confirmations, contract/invoicing status and all marketing deliverables in real-time in Confirmed Sponsors tab in Summit Project Report
- Secure all deliverables per sponsor contract to include sponsor logo and Website link to add to promotional Advertising, Emails, Program, Signage and Sponsor Reel (rotating on all screens at conference)

Tradeshow Management – GTSE and Social Enterprises

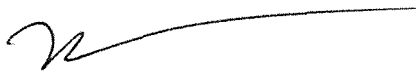
- Tradeshow Manager to develop and distribute Sponsor/Exhibitor Manual/Set-Up Email to exhibiting sponsors 30-45 days pre-Summit
- Manage all pre-event and onsite communication with tradeshow participants. Ensure set-up and break-down is 100% smooth process.
- Confirm registration of sponsor/exhibitor passes via Confirmed Sponsors/Exhibitors tab in Summit Project Report
- Call-down 2 weeks prior to event to ensure that all sponsor/exhibitor passes are in
- Assign layout based on sponsor/exhibitor level and electrical needs. Final sponsor layout approved by Green Sports Alliance.
- SE partnership team to lead setup and be point of contact for vendors through all Summit events days.
- SE team to staff and manage Tradeshow onsite support

ANNUAL PROJECT COST SUMMARY

MARKETING	PROJECT HOURS
Senior Design & Web Manager	100
Communications Outreach Manager	75
Digital Marketing Coordinator	75
PARTNERSHIP	
Partnership Operations Manager	50
PROGRAMMING	
Program/Speaker Manager	100
EVENT PRODUCTION	
Event Manager	100
Registration Coordinator	100
ONSITE	
5 SE team onsite - see Onsite Operations/Team grid above	1 set-up/breakdown day, 2 Summit days
TOTAL PROJECT COST	\$38,900

TERMS

- Sponsorship Commission – 20% on cash sponsorship closed by GTSE; 10% on hard cost in-kind sponsorships closed by SE or GTSE.
- Event hard costs to be paid for by ATL, approved by ATL in advance. Approved event expenses can be taken out of incoming sponsor/ticket sales revenue and tracked in Budget tab in real-time.
- Project Management Fee to be billed on the 1st of every month ~~Net 15~~ Project Management Fees can be taken out of incoming sponsor/ticket sales revenue and tracked in Budget tab in real-time.
- If the event is cancelled for any reason, ATL agrees to pay all costs owed for time worked up to the cancellation date.
- Project Management Fee Billing to start on February 1, 2019 - \$557/month through August 2019

I AGREE TO THE ABOVE.


 Advanced Transportation & Logistics

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**

Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Ratification of the Amendment to the Subgrantee Agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Advanced Transportation & Logistics in the Los Angeles and Orange County Region</p>
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ACTION

It is recommended that the Board of Trustees ratify the amendment to the subgrantee agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Advanced Transportation & Logistics in the Los Angeles and Orange County region.

FISCAL IMPACT

There will be no change to the previously approved funding levels; funding is made possible through Rancho Santiago Community College District's grant agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

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

SERVICES – AMENDMENT

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AMENDMENT NO. 1 TO THE SUBGRANTEE AGREEMENT FOR THE DEPUTY SECTOR NAVIGATOR
FOR ADVANCED TRANSPORTATION & LOGISTICS IN THE LOS ANGELES AND ORANGE COUNTY
REGION**

Requested by: Mr. Rick Miranda, Vice President of Academic Affairs

Purpose: On February 6, 2019, Cerritos College entered into a subgrantee agreement with Rancho Santiago Community College District for acceptance of the Deputy Sector Navigator ("DSN") for Advanced Transportation & Logistics in the Los Angeles and Orange County region.

The purpose of the governing grant (Key Talent Administration and Sector Strategy Grant, Award No. 18-207-001) is to develop, enhance, and expand quality workforce and economic educational offerings, partnerships and/or collaboratives, and opportunities that build upon the existing regional capacity to respond to labor market needs. Rancho Santiago Community College District serves as the fiscal agent, and has obtained the grant agreement from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to provide fiscal management and technical support services to distribute funds within the region.

At this time, Rancho Santiago Community College District wishes to amend the subgrantee agreement to modify the contract language regarding payment and invoicing to provide for advance payments, progress payment, and final payments based on stipulated timeframes. All other provisions of the subgrantee agreement will remain the same.

Period: The time period remains unchanged and will be from November 1, 2018 through October 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 1 to Contract No. 18C0164 – Rancho Santiago Community College District Subgrantee Agreement, Advanced Transportation & Logistics
Draft Contract No. 18C0164 – Rancho Santiago Community College District Subgrantee Agreement, Advanced Transportation & Logistics

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT**

This first amendment (hereinafter "Amendment") is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Cerritos Community College District, on behalf of **Cerritos College** (hereinafter "SUBCONTRACTOR"), which is hosting the **Los Angeles and Orange County Region Deputy Sector Navigator for Advanced Transportation & Logistics**, to amend that certain agreement #DO-18-2565-19 (hereinafter "Agreement") between the parties dated October 29, 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter "Term"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Los Angeles and Orange County Region Deputy Sector Navigator for Advanced Transportation & Logistics**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.


SUBCONTRACTOR must submit invoices for payment to RS@cccoco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.


Sub-Agreement between RSCCD and Cerritos Community College District

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this this First Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash
Title: Vice Chancellor
Business Operations/Fiscal Services
Date: 1/15/19
Board Approval Date: January 14, 2019

SUBCONTRACTOR: Cerritos Community
College District

By: 
Name: FELIPE Z. LOPEZ
Title: V.P. of Business Services
Date: 1/24/2019
95-6005521
Employer/Taxpayer Identification Number (EIN)

Sub-Agreement between RSCCD and Cerritos Community College District

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
 Attn: Sarah Santoyo
 2323 North Broadway, Ste. 201
 Santa Ana, CA 92706

Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 29th day of October, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Cerritos Community College District, on behalf of Cerritos College (hereinafter "SUBCONTRACTOR"), which is hosting the **Los Angeles and Orange County Region Deputy Sector Navigator for Advanced Transportation & Logistics**. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Los Angeles and Orange County Region Deputy Sector Navigator for Advanced Transportation & Logistics**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from November 1, 2018, through October 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment will occur through a cost-reimbursement process, wherein SUBCONTRACTOR will submit quarterly invoices based on actual expenditures. A quarterly invoice schedule will be provided to SUBCONTRACTOR that aligns with the Chancellor's Office reporting timelines.

SUBCONTRACTOR must include detailed budget reports with their invoices and reference the Agreement number (refer to footer). RSCCD may request additional back-up documentation to determine allowability of expenditures, if needed. Submit invoices to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation. This occurrence may also result in changing the host college and could, therefore, impact this Agreement.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, “All-Hands” meetings, etc.), effective teamwork and collaboration with RSCCD as well as with their assigned Chancellor’s Office monitor, and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. After consultation with the Chancellor’s Office assigned monitor, the PRIME SPONSOR is responsible for informing RSCCD, DSNs, and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority’s approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s),

shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-

criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santovo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Cerritos College
Title: _____
Address: 11110 Alondra Boulevard
Norwalk, CA 90650-6269
Phone: (562) 860-2451
Email: _____

Supervisor of Record for the DSN (if different from Primary Contact):

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms

and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.


This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: CERRITOS COMMUNITY COLLEGE DISTRICT

By: 
Name: Peter J. Hardash

By: 
Name: FELIPE R. LOPEZ

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: V.P. of Business Services

Date: 10/30/18

Date: 12/16/2018

Board Approval Date: October 29, 2018

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

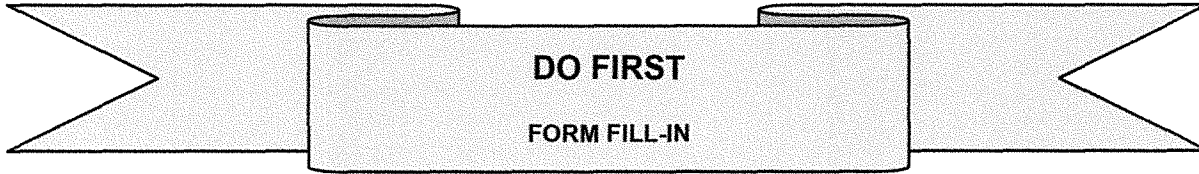
APPENDIX B

THIS FORM MAY NOT BE REPLICATED

FISCAL YEAR:	<u>2018/19</u>	(e.g. 2014/15)
RFA NUMBER:	<u>18-207</u>	(xx-xxx)
PROJECT:	<u>Deputy Sector Navigator</u>	
FUNDING SOURCE:	<u>Workforce & Economic Development Division</u>	
MATCH % REQUIRED:	<u>100%</u>	Match is required please type the percentage for the match.

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Cerritos CCD

COLLEGE: Cerritos College

PROJECT: Deputy Sector Navigator

FISCAL YEAR: 2018/19

RFA NUMBER: 18-207

FUNDING SOURCE: Workforce & Economic Development Division

PROJECT BUDGET: \$ 200,000

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

COLLEGE: Cerritos College

RFA NUMBER: 18-207

CONTACT PAGE

District:	Cerritos CCD		
Address:	11110 Alondra Blvd.		
City:	Norwalk	State:	CA Zip: 90650

District Superintendent/President <i>(or authorized designee)</i>			
Name:	Dr. Jose Fierro	Phone:	(562)860-2451x2204
Title:	President/Superintendent	Fax:	(562) 860-1104
E-mail Address:	jfierro@cerritos.edu		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	Rick Miranda	Phone:	(562)860-2451x2228
Title:	V.P. Academic Affairs/Assist. Superintendent	Fax:	(562) 467-5017
E-mail Address:	emiranda@cerritos.edu		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	Katherine Mishler	Phone:	(562)860-2451x3085
Title:	DSN-AT&L Los Angeles Region	Fax:	(562)653-7876
E-mail Address:	kmishler@cerritos.edu		

Person Responsible for Data Entry			
Name:	Katherine Mishler	Phone:	(562)860-2451x3085
Title:	DSN-AT&L	Fax:	(562)653-7876
E-mail Address:	kmishler@cerritos.edu		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	Felipe Lopez	Phone:	(562) 860-2451 x2242
Title:	Vice President Business Services	Fax:	(562) 653-7818
E-mail Address:	flopez@cerritos.edu		

Person Responsible for Budget Certification			
Name:	Noorali Delawalla	Phone:	(562) 860-2451 x2266
Title:	Director, Fiscal Services	Fax:	(562) 653-7818
E-mail Address:	ndelawalla@cerritos.edu		

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000
1000	Deputy Sector Navigator- K. Mishler (\$7834x12)	\$	94,008
		\$	-
		\$	-
		\$	-
2000	Program Facilitator (\$4608 x 12) x 33%- TBD	\$	18,248
	Program Assistant (\$3826 x 12) x 33%- TBD	\$	15,151
		\$	-
		\$	-
3000	Employee Benefits		
	DSN- K. Mishler (\$9914 H&W + 27.29% taxes)	\$	12,619
	Program Assistant (33% of H&W \$9914 + 27.29% taxes)	\$	4,165
	Program Facilitator (33% of H&W \$9914 + 27.29 taxes)	\$	4,165
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials		
	Office Supplies	\$	5,000
		\$	-
		\$	-

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	
		\$	200,000
		\$	-

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000
5000	Other Operating Expenses and Services		
	Regional Marketing Design	\$	-
	Memberships (SCR TTC \$500, MEMA \$275, ASCCA \$25, CSIMA \$600)	\$	6,000
	Travel & Hotel (2 CCCAOE	\$	1,400
	Mileage	\$	5,200
	Regional Reports (Sectors)	\$	1,800
	Publication Printing	\$	5,100
	Faculty Development	\$	5,000
	Regional Support Programs	\$	8,000
		\$	6,452
		\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
TOTAL DIRECT COSTS:		\$	192,308
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	7,692
TOTAL COSTS:		\$	200,000

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		\$	200,000
1000	1100 Academic Salaries, Instructional, Contract or Regular Status Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
	1200 Academic Salaries, Noninstructional, Contract or Regular Status Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
	1300 Instructional Salaries Other, Adjunct or Part-time Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
	1400 Non-Instructional Salaries, Other Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
2000	2100 Classified Salaries, Noninstructional (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
	2200 Instructional Aides, Regular Status (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
	2300 Classified Salaries, Noninstructional (Non-Regular) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
	2400 Instructional Aides Salaries (Non-Regular) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$	-
3000	Employee Benefits Name / Position Title / Percentage Rate for Benefits Name / Position Title / Percentage Rate for Benefits	\$	-
4000	Supplies and Materials List type and costs: Software; Books, Magazines and Periodicals; Instructional Supplies and Materials; Noninstructional Supplies and Materials	\$	-
5000	Other Operating Expenses and Services Travel Travel and Mileage = \$ Conference Expenses = \$ College Dues and Membership Meetings Workshops Training Rents and Leases Postage Equipment repairs and Maintenance Consultant Services Subcontractors Contract Services: Name (daily/hourly rate); Identify specific service to be rendered	\$	-
6000	Capital Outlay List type and costs: 6400 Equipment with a purchase price of at least \$200 and a useful life of more than one year.	\$	-
7000	Other Outgo	\$	-
TOTAL DIRECT COSTS:		\$	0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	0
TOTAL COSTS:		\$	0

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	200,000
1000	Supervisor of Record Support (R. Miranda)- 3%	\$	-
		\$	5,573
		\$	-
		\$	-
2000	Salaries-Advisory Meetings, Guest Speakers, Facilities Hosting (industry support- fleet managers, analyst, industry experts)	\$	-
		\$	80,000
		\$	-
		\$	-
3000	Benefits & Taxes (estimate)	\$	-
		\$	26,600
		\$	-
		\$	-
		\$	-
		\$	-
4000		\$	-
		\$	-
		\$	-
		\$	-
		\$	-

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		200,000
5000	Independent Contracts to Program/Sector	\$ -
		\$ 75,000
		\$ -
		\$ -
		\$ -
		\$ -
6000		\$ -
		\$ -
7000	Facilities (Office Space) campus support	\$ -
	(\$320/day (non profit rate) *20 days) *12	\$ 76,800
TOTAL DIRECT COSTS:		\$ 263,973
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):		
TOTAL COSTS:		\$ 263,973

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Advanced
 Transportation & Logistics

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH 100%
			\$ 200,000	\$ 200,000
1000	INSTRUCTIONAL SALARIES	1	\$ 94,008	\$ 5,573
2000	NONINSTRUCTIONAL SALARIES	2	\$ 33,399	\$ 80,000
3000	EMPLOYEE BENEFITS	3	\$ 20,949	\$ 26,600
4000	SUPPLIES AND MATERIALS	4	\$ 5,000	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 38,952	\$ 75,000
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 76,800
TOTAL DIRECT COSTS:		8	\$ 192,308	\$ 263,973
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 7,692	
TOTAL COSTS:		10	\$ 200,000	\$ 263,973

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: Rick Miranda

Title: for DSN, of Advanced Transportation & Logistics

Authorized Signature: _____

Date: _____

District Chief Business Officer (or authorized designee):

Name: Felipe Lopez

Title: Vice President Business Services

Authorized Signature: _____

Date: _____

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1
Work with representataives of business/industry, labor, professional trade associations, government organizations and colleges within the Los Angeles region to explore, develop, manage and maintain effective partnerships or collaboratives that enable new and incumbent workers to become more competitive in their region's labor market.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	The DSN for the Advanced Transportation & Logistics sector will work in conjunction with the Sector Navigator and the Regional Consortia for Los Angeles, in conjunction with industry partners, toward the common goal of identifying skill gaps in existing traing programs.	Assessments of training programs for new workers will be undertaken to determine the need for further development or modification of curriculum.	November 2018 - June 2019	DSN, Industry Experts
1.2	The DSN for the Advanced Transportation & Logistics sector will keep abreast of evolving trends and emerging technologies in the transportation sector, as well as that of logistics.	The DSN will revise the matrix of training needs in relation to emerging transportation technologies, including autonomous vehicle development, drone and aviation training and licensing. Outreach will be undertaken to all related training programs, at the postsecondary and secondary level.	November 2018-June 2019	DSN, Industry Experts
1.3	The DSN will work with the Sector Navigator of AT&L to investigate apprenticeship program potential for aviation and automotive industry sectors.	Potential for the development of internships within the airline industry will be examined.	March-June 2019	DSN, SN

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1
Work with representataives of business/industry, labor, professional trade associations, government organizations and colleges within the Los Angeles region to explore, develop, manage and maintain effective partnerships or collaboratives that enable new and incumbent workers to become more competitive in their region's labor market.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	The DSN will work to provide program development in accordance to Sector Projects in Common.	In conjunction with the stated AT&L goals aligned to sector proejects in Common, training needs will be determined for both new and incumbent workers. Emphasis on renewable energy practices and logistics will be targeted.	November 2018-June 2019	DSN, SN
1.5	Meet quarterly with the Supervisor of Record in order to assess progress in meeting sector goals and strategies.	DSN will keep the Supervisor of Record informed relative to quarterly reports, sector strategies as identified in workplan, progress in initiating certificates and pathway programs in the region.	November 2018 -June 2019	DSN, SOR
1.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1
Work with representataives of business/industry, labor, professional trade associations, government organizations and colleges within the Los Angeles region to explore, develop, manage and maintain effective partnerships or collaboratives that enable new and incumbent workers to become more competitive in their region's labor market.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.7				
1.8				
1.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>1</u> Work with representataives of business/industry, labor, professional trade associations, government organizations and colleges within the Los Angeles region to explore, develop, manage and maintain effective partnerships or collaboratives that enable new and incumbent workers to become more competitive in their region's labor market.
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Coordinate with industry, colleges and high schools to determine short and long term skillset training needs, to adjust curriculum to incorporate into programs, and to provide effective new and incumbent worker training.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Interview and hire for the Program Assistant position to support DSN functions in relation to reporting, data, scheduling, etc.	In preparation for advancement to the position of DSN for AT&L/L.A. region, the process to provide for a new Program Assistant will be initiated.	November 1, 2018- January 2019	DSN
2.2	Provide technical assistance to the Regional Consortia in applying labor market information, as it relates to program adoption and revision.	Participate in the development of LMI data reports, as needed	November 2018-June 2019	DSN, Industry Experts
2.3	In conjunction with content experts, determine a system of best practices to provide a base of common metrics.	Review best practices for the transportation and logistics workforce. Existing regional curriculum will be examined and evaluated based on best practices in relation to identified skill sets, industry needs, and successful workforce development models.	November 2018- March 2019	DSN, Industry Experts, and College Faculty

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Coordinate with industry, colleges and high schools to determine short and long term skillset training needs, to adjust curriculum to incorporate into programs, and to provide effective new and incumbent worker training.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Work with the Regional Consortia, SN and other regional DSN's within the sector to identify regional skills gaps in the logistics sector.	In conjunction with industry advisors and consortia, identify skills gaps within the region in logistics and identify curriculum and pathway programs for development.	November 2018-June 2019	DSN, Consortia, Other DSN's,SN
2.5	In keeping with Vision for Success goals, connect colleges with opportunities to enrich student success through CTE programs of study aligned to business and industry.	Colleges will be informed of student success goals, as identified in the Vision for Success initiative. DSN will facilitate faculty development to provide for programs that will increase student access to high paying jobs within the region.	November 2018- June 2019	DSN, Industry Experts, and College Faculty
2.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Coordinate with industry, colleges and high schools to determine short and long term skillset training needs, to adjust curriculum to incorporate into programs, and to provide effective new and incumbent worker training.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.7				
2.8				
2.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Coordinate with industry, colleges and high schools to determine short and long term skillset training needs, to adjust curriculum to incorporate into programs, and to provide effective new and incumbent worker training.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3
Work with industry, colleges and high schools to develop effective career pathways leading to living wage jobs and meeting long-term workforce needs. Promote advanced transportation technologies for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	With content experts, determine a system of best practices to provide for career pathways leading to AT&L sector employment. Expand existing practices in aviation to include expanded partnerships in providing resource development, including flight time training at local airports, and CTE pipelines.	Review best practices to provide for educational pathways that provide stackable credentials aligned to workforce needs in transportation technologies, and logistics. Provide for enhanced opportunities for student success in achieving employment through enhanced flight time mechanisms.	February - June 2018	DSN, Industry Experts
3.2	Provide technical assistance to the Regional Consortia in applying labor market information as it relates to program adoption, and/or revisions and expansions.	Participate in the development of reports, as needed, to facilitate program adoption and currency to LMI	March - June 2018	DSN
3.3	Training needs relative to transitioning skills in transportation and logistics to sustainable and renewable energy practices. Explore expansion to jobs in these careers.	Identify necessary gaps and training needs in particular to rail, metro, and logistics.	January - June 2019	DSN, Industry Experts

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3
Work with industry, colleges and high schools to develop effective career pathways leading to living wage jobs and meeting long-term workforce needs. Promote advanced transportation technologies for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Attend Chancellor's Office onboarding and other required meetings. Undertake quarterly Regional Consortia meetings.	Serve as a content expert to Regional Consortia and provide continuous evaluation and support to advance sector strategies.	November 2018-June 2019	DSN
3.5				
3.6				

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

Statement of Work (Annual Workplan)
Objectives

Objective: 3
Work with industry, colleges and high schools to develop effective career pathways leading to living wage jobs and meeting long-term workforce needs. Promote advanced transportation technologies for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.7				
3.8				
3.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3
Work with industry, colleges and high schools to develop effective career pathways leading to living wage jobs and meeting long-term workforce needs. Promote advanced transportation technologies for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Identify, develop and/or promote recognized certifications for college and appropriate high school programs to incorporate in their respective career and technical education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Determine short and long-term skill set training needs aligned to CTE pathways in the region.	Review curriculum development needs within pathway programs, both at K-12 and post secondary level.	March - June 2019	DSN, College and High School Faculty
4.2	Collaborate with K-12 to improve pipelines and CTE pathways for AT&L sector within the region.	In keeping with Chancellor's Office Guided Pathways goals, facilitate linkages with K-12 CTE programs, to provide system coordination with sector relevant programs of study.	February - June 2019	DSN
4.3	Facilitate inclusion and adoption of key skill competencies into CTE curricula, as developed per industry standard criteria.	Assist with identification of industry-standard skills competencies that should become part of sector curricula in order to enhance the quality of CTE programs. Promote development of certificate options to enhance efforts toward the adoption of Guided Pathways	February - June 2019	DSN, College Faculty

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Identify, develop and/or promote recognized certifications for college and appropriate high school programs to incorporate in their respective career and technical education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Facilitate the improvement of the career exploration process in K-12 schools. Improve communication with CTE educators relative to careers aligned to sector pathway options.	Assist CTE educators in providing early career exploration in sector pathways. Improve outreach communication and tools for student exploration in the AT&L sector.	February - June 2019	DSN, High School Counselors and Faculty
4.5	Work with the SN and Regional Consortia to implement strategies that will meet the Chancellor's Office Vision for Success goals.	Facilitate in the reduction of equity gaps across sector pathway programs through methodologies that improve gains in underrepresented students.	November 2018- June 2019	DSN, SN, Regional Consortia
4.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Identify, develop and/or promote recognized certifications for college and appropriate high school programs to incorporate in their respective career and technical education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.7				
4.8				
4.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Identify, develop and/or promote recognized certifications for college and appropriate high school programs to incorporate in their respective career and technical education programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5
Coordinate with industry and college faculty to deliver professional development opportunities that ensure qualified and up to date career and technical education.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Work with the SN to identify existing programs and areas for faculty development opportunities. Enhance training in courses related to logistics.	Provide CTE teachers and faculty professional development workshops to improve sector alignment to industry needs. Expand training and information in logistics by 100%.	January - June 2019	DSN, SN
5.2	Work with the SN to identify faculty development opportunities for advanced transportation sectors, including drones, aviation, rail, automotive, and ports.	Provide CTE teachers and faculty professional development workshops to improve sector alignment to industry needs in advanced transportation.	January - June 2019	DSN, SN
5.3				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5

Coordinate with industry and college faculty to deliver professional development opportunities that ensure qualified and up to date career and technical education.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.4				
5.5				
5.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5

Coordinate with industry and college faculty to deliver professional development opportunities that ensure qualified and up to date career and technical education.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.7				
5.8				
5.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5
Coordinate with industry and college faculty to deliver professional development opportunities that ensure qualified and up to date career and technical education.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6

Promote advanced transportation, renewable energy and logistics technology for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Establish networks among logistics entities, including ports, shippers, cargo owners, and distributors.	Through network development, identify existing issues and barriers in implementing goods and peoples movement within the Los Angeles region. Enhance initiatiave development in safety and sustainability, per Caltrans goals.	January - June 2019	DSN, Industry Experts
6.2	Promote increased awareness of logistics infrastructure, assessing career pathway potential.	In collaboration with industry experts, identify potential for curriculum development in logistics and the support structures related to transportation and trade.	January - June 2019	DSN, Industry Experts, and College Faculty
6.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6
Promote advanced transportation, renewable energy and logistics technology for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.4				
6.5				
6.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6

Promote advanced transportation, renewable energy and logistics technology for future initiative development.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.7				
6.8				
6.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>6</u> Promote advanced transportation, renewable energy and logistics technology for future initiative development.
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 7
Provide technical assistance within and outside the region to companies, community colleges, universities, and other institutions of higher learning interested in establishing and/or developing AT&L programs and or incorporating AT&L components into existing curriculum programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Collaborate with education & economic development partners to develop and publicize industry informed career pathways within the sector.	Network with other workforce development providers, Employment Training Panel, WIBS, and industry to develop and publicize career pathways leading to living wage jobs within the regional labor market.	November 2018- June 2019	DSN, Industry Experts
7.2	Utilize labor market intelligence to identify and expand CTE pathway programs of study, particularly those aligned to career lattices.	Stay informed and current on emerging industry trends, workforce gaps, and technological advancements, in order to remain proactive in workforce trends, particularly, those with transfer potential.	November 2018- June 2019	DSN
7.3	Conduct outreach to universities with articulation potential in pathway programs of study.	Identify opportunities for expanding credit-bearing CTE pathways at community colleges with linkages to UC programs of study and degrees.	November 2018- June 2019	DSN

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 7
Provide technical assistance within and outside the region to companies, community colleges, universities, and other institutions of higher learning interested in establishing and/or developing AT&L programs and or incorporating AT&L components into existing curriculum programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.4	A responsive plan for transitioning skills to renewable energy practices, as well as the expansion of jobs in those careers, will be undertaken.	Evaluation of training needs relative to renewable energy practices will be determined; identifying gaps in curriculum and expansion across the breadth of transportation and logistics sector.	November 2018- June 2019	DSN, College Faculty, and Industry Experts
7.5	Investigate contract education potential with regional business within the sector.	Identification of incumbent worker skill's gaps will be undertaken in the AT&L sector within the Los Angeles region. Meeting the goal of continuous skills upgrade in the workforce.	November 2018- June 2019	DSN, Industry Experts
7.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 7
Provide technical assistance within and outside the region to companies, community colleges, universities, and other institutions of higher learning interested in establishing and/or developing AT&L programs and or incorporating AT&L components into existing curriculum programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.7				
7.8				
7.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 7
Provide technical assistance within and outside the region to companies, community colleges, universities, and other institutions of higher learning interested in establishing and/or developing AT&L programs and or incorporating AT&L components into existing curriculum programs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 8

Collect and report data on required accountability measures working with common metrics and with the statewide LaunchBoard initiative.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.1	Work with regional industry advisory bodies to identify programmatic priorities in relation to common metrics and accountability for the AT&L sector.	Will work with Long Beach Clean Cities, MEMA, and transit entities to develop programmatic priorities for the sector.	November 2018- June 2019	DSN, Industry Experts
8.2	Facilitate awareness of Guided Pathways key performance indicators among community college partners.	Support regional efforts to meet student success target goals as identified by the Chancellor's Office in the Guided Pathways initiative. Facilitate local methods toward improvement of student success outcomes through certificates, degrees, and/or transfer options.	November 2018- June 2019	DSN, High School and College Faculty
8.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 8

Collect and report data on required accountability measures working with common metrics and with the statewide LaunchBoard initiative.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.4				
8.5				
8.6				

APPENDIX B
 THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 8

Collect and report data on required accountability measures working with common metrics and with the statewide LaunchBoard initiative.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.7				
8.8				
8.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>8</u> Collect and report data on required accountability measures working with common metrics and with the statewide LaunchBoard initiative.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 9

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.1				
9.2				
9.3				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 9

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.4				
9.5				
9.6				

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

Statement of Work (Annual Workplan)
Objectives

Objective: 9

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.7				
9.8				
9.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>9</u>

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective:	<u>10</u>
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.1				
10.2				
10.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 10

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.4				
10.5				
10.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 10

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.7				
10.8				
10.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>10</u>

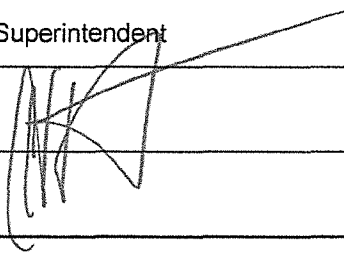
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

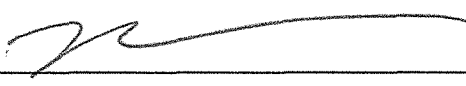
Assurances

Acknowledgment of understanding and acceptance of the roles and responsibilities of the host college, Supervisor of Record, and Deputy Sector Navigator as presented in Exhibit B.

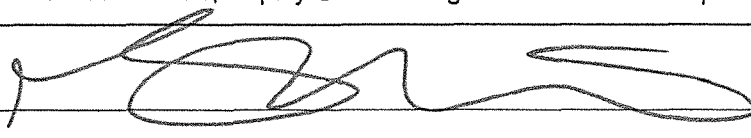
Host College Contact Certification

Print Name:	Dr. Jose Fierro, President/Superintendent
Signature :	
Date:	October 22, 2018

Supervisor of Record Certification (if different from Host College Contact)

Print Name:	Rick Miranda, Vice President Academic Affairs/Assist. Superintendent
Signature :	
Date:	October 22, 2018

Deputy Sector Navigator Certification

Print Name:	Katherine Mishler, Deputy Sector Navigator-Advanced Transportation & Logistics
Signature :	
Date:	October 19, 2018

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
REQUEST FOR TRANSFER OF EXPENDITURES**

TO: Accounting Department

FROM: Patricia Duenez DO/Ed Services

Name College - Department Name

Date: 11/01/18

Accounting Use Only

Posting Reference: _____

NOTE: This is not a fund transfer form. Please check with the Accounting Department if you have any questions.

Please transfer: \$ 750.00 - in Expenditures

	Fund XX	Project XXXX	TOPS XXXXXX	Department XXXXX	Object XXXX	Amount
FROM / DEBIT:	13	0000	684000	53305	5235	750.00
TOTAL:						750.00 -

TO / CREDIT:	12	2185	675000	53306	5235	750.00
TOTAL:						750.00 -

Payroll Items: _____
 Payroll# (ex:1A,1B) Name of Employee Employee ID #

Other items: _____
 PO# Check# Vendor ID Vendor Name

Reason for Transfer: _____

transfer funds back to LAOC Regional Consortium for paid GROW Conference display table 9/12/18

Requested By: Patricia S. Duenez 714-480-7460
 Signature Phone No.

Approved: _____ Disapproved: _____
 Administrator (not requester) Date 11.1.18

Approved _____ Disapproved: _____
 Area Vice President Date

Approved _____ Disapproved: _____
 VP of Administrative Svc Date

Approved: _____ Disapproved: _____
 Resource Dev. (if needed) Date

Approved: _____ Disapproved: _____
 Fiscal Services, Administrator Date

ACBL - GL Account Balance Inquiry		GLAI - GLA Transaction Inquiry		Voui - Voucher Inquiry																																					
Voucher ID : V0650150			Debit : 750.00																																						
Status Date : 10/09/18			Credit :																																						
Status : Reconciled			Net : 750.00																																						
Voucher Dt : 10/02/18		Due Date : 10/02/18		Total Amt : 750.00																																					
Vendor ID : 1034191				Cash Disc : 0.00																																					
Name : 1 Santa Ana Chamber of Comme		(Manual)																																							
Address : 1 1631 W Sunflower Ave Ste C-35		(Manual)																																							
City/St/Zp : Santa Ana		CA 92704																																							
AP Type : 0012 General Fund Rest		Check No/Date : 0510196		10/03/18																																					
Bank Code : 92 District Funds		Paid Amount : 750.00																																							
Pay Voucher : Yes		Financial Exports ID :																																							
Approvals		Dates		PO No : P0053742																																					
1 Enrique Perez		10/02/18		Rcr Vou :																																					
2				Comments : 1 SAC RESOURCE DEV																																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2"></th> <th colspan="2">Line Items</th> <th colspan="2"></th> </tr> <tr> <th>Description</th> <th>Quantity Extended</th> <th>Price</th> <th>Invoice Number</th> <th colspan="2">Tax</th> </tr> </thead> <tbody> <tr> <td>1 Sponsorship for</td> <td>1.000</td> <td>750.00</td> <td>16079</td> <td colspan="2"></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Taxes/Amts</td> <td colspan="2">Item Total : 750.00</td> <td colspan="2">Currency :</td> </tr> <tr> <td>1</td> <td></td> <td colspan="2"></td> <td colspan="2"></td> </tr> </tbody> </table>								Line Items				Description	Quantity Extended	Price	Invoice Number	Tax		1 Sponsorship for	1.000	750.00	16079			2						Taxes/Amts		Item Total : 750.00		Currency :		1					
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Description	Quantity Extended	Price	Invoice Number	Tax																																					
1 Sponsorship for	1.000	750.00	16079																																						
2																																									
Taxes/Amts		Item Total : 750.00		Currency :																																					
1																																									
Controller Actuals			Value 4/4																																						

WORK-AROUND LINE
LINE1
LINE2
LINE3

19-P0053742

NOT APPLICABLE

Santa Ana Chamber of Commerce
1631 W Sunflower Ave, C-35
Santa Ana CA 92704

714-541-5353
714-541-2238

1034191 Felomina E. Chapple SAC RESOURCE DEV
09/20/18 Not Applicable Patricia J. Carpenter Prepaid

*Sponsorship
Ret.*

750.0000	1.000 EA Each 750.00	1	Sponsorship for GROW-American Association Conference Display Table held on September 12, 2018 manned by Leila Mozaffari and Vanessa Palomares for Workforce Development Invoice #16079 Confirmation - Do not duplicate.	12_2185_675000_53306_5235
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Total \$750.00

PO

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**

Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Ratification of the Amendment to the Subgrantee Agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Business & Entrepreneurship in the Los Angeles and Orange County Region</p>
--

ACTION

It is recommended that the Board of Trustees ratify the amendment to the subgrantee agreement with Rancho Santiago Community College District for the Deputy Sector Navigator for Business & Entrepreneurship in the Los Angeles and Orange County region.

FISCAL IMPACT

There will be no change to the previously approved funding levels; funding is made possible through Rancho Santiago Community College District's grant agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

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

SERVICES – AMENDMENT

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AMENDMENT NO. 1 TO THE SUBGRANTEE AGREEMENT FOR THE DEPUTY SECTOR NAVIGATOR
FOR BUSINESS & ENTREPRENEURSHIP IN THE LOS ANGELES AND ORANGE COUNTY REGION**

Requested by: Mr. Rick Miranda, Vice President of Academic Affairs

Purpose: On February 6, 2019, Cerritos College entered into a subgrantee agreement with Rancho Santiago Community College District for acceptance of the Deputy Sector Navigator ("DSN") for Business & Entrepreneurship in the Los Angeles and Orange County region.

The purpose of the governing grant (Key Talent Administration and Sector Strategy Grant, Award No. 18-207-001) is to develop, enhance, and expand quality workforce and economic educational offerings,

partnerships and/or collaboratives, and opportunities that build upon the existing regional capacity to respond to labor market needs. Rancho Santiago Community College District serves as the fiscal agent, and has obtained the grant agreement from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to provide fiscal management and technical support services to distribute funds within the region.

At this time, Rancho Santiago Community College District wishes to amend the subgrantee agreement to modify the contract language regarding payment and invoicing to provide for advance payments, progress payment, and final payments based on stipulated timeframes. All other provisions of the subgrantee agreement will remain the same.

Period: The time period remains unchanged and will be from November 1, 2018 through October 31, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Amendment No. 1 to Contract No. 18C0165 – Rancho Santiago Community College District Subgrantee Agreement, Business & Entrepreneurship
Draft Contract No. 18C0165 – Rancho Santiago Community College District Subgrantee Agreement, Business & Entrepreneurship

**FIRST AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT**

This first amendment (hereinafter "Amendment") is entered into on this 14th day of January, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Cerritos Community College District, on behalf of **Cerritos College** (hereinafter "SUBCONTRACTOR"), which is hosting the **Los Angeles and Orange County Region Deputy Sector Navigator for Business & Entrepreneurship**, to amend that certain agreement #DO-18-2565-21 (hereinafter "Agreement") between the parties dated October 29, 2018, with a term of November 1, 2018, through October 31, 2019 (hereinafter "Term"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Los Angeles and Orange County Region Deputy Sector Navigator for Business & Entrepreneurship**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Payment and Invoicing will be amended as follows:

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40% after the Agreement is fully executed, a progress payment of 50%, and a final payment of 10%. Payments will occur through submission of invoices.

SUBCONTRACTOR must submit invoices for payment to RS@cccco.edu. Invoices will be reviewed and approved by the Project Monitor and then paid by RSCCD. Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

Sub-Agreement between RSCCD and Cerritos Community College District

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this this First Amendment to be executed as of the day that both Parties have signed the Amendment.

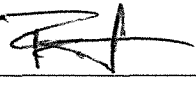
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: 1/15/19
Board Approval Date: January 14, 2019

SUBCONTRACTOR: Cerritos Community
College District

By: 
Name: FELIPE R. LOPEZ

Title: V.P. of Business Services

Date: 1/24/2019
95-6005521
Employer/Taxpayer Identification Number (EIN)

Sub-Agreement between RSCCD and Cerritos Community College District

List of Exhibits (revised January 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

COLLEGE/DISTRICT LETTERHEAD/LOGO

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
 Attn: Sarah Santoyo
 2323 North Broadway, Ste. 201
 Santa Ana, CA 92706

Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

Instructions for Invoice Template

All invoices must be submitted electronically to the CCCCCO's Accounting Office inbox (RS@cccco.edu). The email's subject line must state "Invoice Enclosed – District/LEA Acronym – Agreement Number". If you are re-submitting a **corrected** invoice, please state it in the subject line "REVISED Invoice Enclosed -District/LEA Acronym - Agreement Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. - Enter an invoice number to be used for internal purposes by the community college district/college.

Name –Using the drop down list to select the District name or enter information manually. The name must match the name listed on the grant sub-agreement with the Fiscal Agent.

Address - Enter the District address which should match the grant sub-agreement with the Fiscal Agent.

Agreement Number - Enter the grant sub-agreement number, contract number, or other unique identifier.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type - Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered - Provide a description of the work performed and the dates of services rendered.

Total Amount Due - Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information - Identify an accounting office contact.

District/College Program Contact Information - Identify a program contact who can address questions about the work performed.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 29th day of October, 2018, between Rancho Santiago Community College District (hereinafter "RSCCD") and Cerritos Community College District, on behalf of Cerritos College (hereinafter "SUBCONTRACTOR"), which is hosting the **Los Angeles and Orange County Region Deputy Sector Navigator for Business & Entrepreneurship**. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "Key Talent Administration and Sector Strategy" grant, Prime Award #18-207-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR's workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Los Angeles and Orange County Region Deputy Sector Navigator for Business & Entrepreneurship**, which is supported by the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from November 1, 2018, through October 31, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR indirect costs.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of each project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment will occur through a cost-reimbursement process, wherein SUBCONTRACTOR will submit quarterly invoices based on actual expenditures. A quarterly invoice schedule will be provided to SUBCONTRACTOR that aligns with the Chancellor's Office reporting timelines.

SUBCONTRACTOR must include detailed budget reports with their invoices and reference the Agreement number (refer to footer). RSCCD may request additional back-up documentation to determine allowability of expenditures, if needed. Submit invoices to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo
2323 North Broadway
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Deputy Sector Navigator Selection and Hiring

The selection of the Deputy Sector Navigators (DSN) and host colleges were conducted independently. If a selected host college is different from the college identified in a selected DSN's application, the selected host college is expected to host the selected DSN. This is not to say that the host college is to forgo its processes and procedures. In the event that the host college does not agree to host the selected DSN, it must provide a written statement that explains the rationale for that decision, which will be reviewed by RSCCD and the PRIME SPONSOR to inform their efforts to resolve the situation. This occurrence may also result in changing the host college and could, therefore, impact this Agreement.

The host college will determine the process for hiring the selected DSN and will inform RSCCD and the PRIME SPONSOR about this process. RSCCD and the PRIME SPONSOR will review the process and hiring terms to ensure compliance with the expectations for the host college and DSN roles.

9. Performance

Selected DSNs and hosts are eligible for renewal for up to four years after the original award year, 2018-2019. Renewal is not automatic but will be based on performance of the Roles and Responsibilities (*see Exhibit B*). Standard performance indicators include, but are not limited to, appropriate and timely use of funds, completion of workplan activities, submission of reports in a timely manner as required by the PRIME SPONSOR, participation in required Key Talent meetings and events (e.g., Sector Navigator calls, "All-Hands" meetings, etc.), effective teamwork and collaboration with RSCCD as well as with their assigned Chancellor's Office monitor, and progress toward achievement of outcomes and metrics pertinent to the workplan. The PRIME SPONSOR may consider other performance indicators to assess renewal eligibility. After consultation with the Chancellor's Office assigned monitor, the PRIME SPONSOR is responsible for informing RSCCD, DSNs, and host colleges of performance expectations at the beginning of the project and as changes in performance requirements occur.

10. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s),

shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-

criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Cerritos College
Title: _____
Address: 11110 Alondra Boulevard
Norwalk, CA 90650-6269
Phone: (562) 860-2451
Email: _____

Supervisor of Record for the DSN (if different from Primary Contact):

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms

criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Cerritos College
Title: _____
Address: 11110 Alondra Boulevard
Norwalk, CA 90650-6269
Phone: (562) 860-2451
Email: _____

Supervisor of Record for the DSN (if different from Primary Contact):

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms

and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

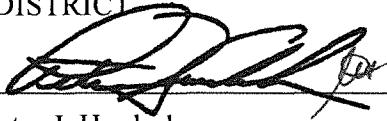
2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.


This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: 
Name: Peter J. Hardash
Title: Vice Chancellor
Business Operations/Fiscal Services
Date: 10/30/18
Board Approval Date: October 29, 2018

SUBCONTRACTOR: CERRITOS COMMUNITY COLLEGE DISTRICT

By: 
Name: Felipe R. Lopez
Title: V.P. of Business Services
Date: 12/18/2018

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

FISCAL YEAR: 2018/19 (e.g. 2014/15)

RFA NUMBER: 18-207 (xx-xxx)

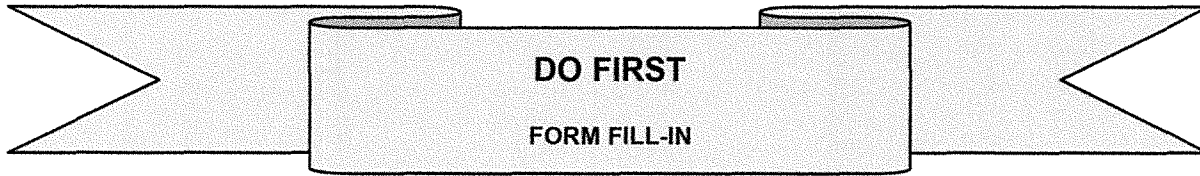
PROJECT: Deputy Sector Navigator - Business & Entrepreneurship

FUNDING SOURCE: Workforce & Economic Development Division

MATCH % REQUIRED: 100% Match is required please type the percentage for the match.

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): Cerritos CCD

COLLEGE: Cerritos College

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

FISCAL YEAR: 2018/19

RFA NUMBER: 18-207

FUNDING SOURCE: Workforce & Economic Development Division

PROJECT BUDGET: \$ 200,000

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business &
Entrepreneurship

COLLEGE: Cerritos College

RFA NUMBER: 18-207

CONTACT PAGE

District:	<u>Cerritos CCD</u>		
Address:	<u>11110 Alondra Blvd.</u>		
City:	<u>Norwalk</u>	State:	<u>CA</u> Zip: <u>90650</u>

District Superintendent/President <i>(or authorized designee)</i>			
Name:	<u>Dr. Jose Fierro</u>	Phone:	<u>(562)860-2451x2204</u>
Title:	<u>President/Superintendent</u>	Fax:	<u>(562)860-1104</u>
E-mail Address:	<u>jfierro@cerritos.edu</u>		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	<u>Rick Miranda</u>	Phone:	<u>(562)860-2451x2228</u>
Title:	<u>V.P. Academic Affairs/Assist. Superintendent</u>	Fax:	<u>(562)467-5017</u>
E-mail Address:	<u>emiranda@cerritos.edu</u>		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	<u>Judy Fox</u>	Phone:	<u>(562)860-2451x7804</u>
Title:	<u>DSN- Business & Entrepreneurship/LA</u>	Fax:	<u></u>
E-mail Address:	<u>kmishler@cerritos.edu</u>		

Person Responsible for Data Entry			
Name:	<u>Judy Fox</u>	Phone:	<u>(562)860-2451x7804</u>
Title:	<u>DSN-Business & Entrepreneurship/LA</u>	Fax:	<u></u>
E-mail Address:	<u>jfox@cerritos.edu</u>		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	<u>Felipe Lopez</u>	Phone:	<u>(562) 860-2451 x2242</u>
Title:	<u>Vice President Business Services</u>	Fax:	<u>(562) 653-7818</u>
E-mail Address:	<u>flopez@cerritos.edu</u>		

Person Responsible for Budget Certification			
Name:	<u>Noorali Delawalla</u>	Phone:	<u>(562) 860-2451 x2266</u>
Title:	<u>Director, Fiscal Services</u>	Fax:	<u>(562) 653-7818</u>
E-mail Address:	<u>ndelawalla@cerritos.edu</u>		

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH 100%
			\$ 200,000	\$ 200,000
1000	INSTRUCTIONAL SALARIES	1	\$ 94,008	\$ 5,573
2000	NONINSTRUCTIONAL SALARIES	2	\$ 33,399	\$ 86,700
3000	EMPLOYEE BENEFITS	3	\$ 20,949	\$ 30,967
4000	SUPPLIES AND MATERIALS	4	\$ 5,000	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 38,952	\$ 0
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 76,800
TOTAL DIRECT COSTS:		8	\$ 192,308	\$ 200,040
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 7,692	
TOTAL COSTS:		10	\$ 200,000	\$ 200,040

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: Rick Miranda

Title: for DSN of Business & Entrepreneurship

Authorized Signature: 

Date: 10/23/18

District Chief Business Officer (or authorized designee):

Name: Felipe Lopez

Title: Vice President Business Services

Authorized Signature: 

Date: 10-24-18

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000
1000	Deputy Sector Navigator - J. Fox (\$7,834x12) 94,008	\$	-
		\$	-
		\$	-
		\$	-
2000	Program Facilitator (\$4,608 x 12) x 33% - TBD	\$	18,248
	Program Assistant (\$3,826 x 12) x 33% - TBD	\$	15,151
		\$	-
		\$	-
3000	Employee Benefits		
	DSN - J. Fox (\$9,914 H&W + 27.29% taxes)	\$	12,619
	Program Facilitator (33% of H&W \$9,914 + 27.29 taxes)	\$	4,165
	Program Assistant (33% of H&W \$9,914 +27.29 taxes)	\$	4,165
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials		
	Office Supplies	\$	5,000
		\$	-
		\$	-
		\$	-
		\$	-

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET		
		\$	200,000	
5000	Other Operating Expenses and Services	\$	-	
	Regional Marketing Design	\$	6,000	
	Memberships	\$	1,500	
	Travel & Hotel (2 CCCAOE)	\$	5,200	
	Mileage	\$	1,800	
	Regional Reports	\$	5,000	
	Publication Printing	\$	5,000	
	Faculty Development	\$	8,000	
	Regional Support Programs	\$	6,452	
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
6000	Capital Outlay	\$	-	
		\$	-	
7000	Other Outgo	\$	-	
TOTAL DIRECT COSTS:		\$	192,308	
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	7,692	
TOTAL COSTS:		\$	200,000	

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH	
		100%	200,000
1000	Supervisor of Record Support (R. Miranda) - 3%	\$	-
		\$	5,573
		\$	-
		\$	-
2000	Salaries - Advisory Meetings, Guest Speakers, Facilities Hosting	\$	-
		\$	86,700
		\$	-
3000	Benefits & Taxes (estimate)	\$	-
		\$	30,967
		\$	-
		\$	-
4000		\$	-
		\$	-
		\$	-
		\$	-

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

FUNDING REQUIRES MATCH

**APPLICATION BUDGET DETAIL SHEET
 MATCH**

Object of Expenditure	Classification	FUNDING REQUIRES MATCH
		100%
		200,000
5000		
6000		\$ -
		\$ -
7000	Facilities (Office Space) campus support (\$320/day (non-profit rate) @20 days) x12	\$ 76,800
		\$ -
TOTAL DIRECT COSTS:		\$ 200,040
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):		
TOTAL COSTS:		\$ 200,040

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1
Convene education, business, and economic development partners to identify the regional workforce development and business development needs of the Small Business Sector, and then identify programs (or set of courses) that are in alignment with those needs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	The DSN for the Business & Entrepreneurship (B&E) sector will work in conjunction with the Sector Navigator and the Regional Consortia for Los Angeles, in conjunction with industry partners, toward the common goal of identifying workforce needs in the small business sector.	Needs Assessments of regional businesses, skills gaps in the workforce, and opportunities for new development will be undertaken.	November - December 2018	DSN, Industry Experts
1.2	The DSN for Business & Entrepreneurship will keep abreast of evolving trends and in the small business sector, and keep current with LMI data reflecting potential growth development.	DSN will keep current with evolving business practices, and areas for growth potential, consistent to LMI data. Proactive market research will be undertaken to provide for informed decision-making.	November 1-June 30, 2019	DSN, Industry Experts
1.3	Outreach will be undertaken to economic development entities, regional businesses, and relevant associations to provide a network of educators and industry experts toward the goal of sector advancement.	Advisory groups, including content experts, will be developed and utilized to determine business sector needs and areas for further development.	December 1, 2018 - October 31, 2019	DSN

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 1
 Convene education, business, and economic development partners to identify the regional workforce development and business development needs of the Small Business Sector, and then identify programs (or set of courses) that are in alignment with those needs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	In keeping with the Chancellor's Office Vision for Success goals, the DSN will serve as content advisor for educators, and facilitate improved career educational opportunities for students.	The DSN will work in tandem with educators to adopt improved connectivity to regional business and industry, assisting in the development or expansion of career education programs.	January 1, 2019 - October 31, 2019	DSN, SN
1.5				
1.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 1
 Convene education, business, and economic development partners to identify the regional workforce development and business development needs of the Small Business Sector, and then identify programs (or set of courses) that are in alignment with those needs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.7				
1.8				
1.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1
Convene education, business, and economic development partners to identify the regional workforce development and business development needs of the Small Business Sector, and then identify programs (or set of courses) that are in alignment with those needs.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Collaborate with education and economic development partners (including K-12, CSUs, Ucs, WIBs, Adult Education) to incorporate small business and entrepreneurship into career pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Conduct a needs assessment of local businesses, particularly those that are small, independently owned enterprises, to determine practices and methodology for regional small business development.	Evaluation of best practices and training needs relative to small business development will be determined.	November 1, 2018-February 2019	DSN, Faculty, Industry Experts
2.2	Review existing programs of study, or independent courses, aligned to business and entrepreneurship.	Identify gaps in curriculum and work with faculty and CTE educators to develop, or modify, existing content to include small business and entrepreneurship into pathway offerings.	November 1, 2018-June 30, 2019	DSN, Faculty, Industry Experts
2.3	Improve linkages from K-12 CTE pathways to career pathway programs at regional colleges.	Evaluate the potential for improved pipeline development from secondary to postsecondary programs of study, particularly, focused on the existence, or development, of high school academies in business.		DSN, SN

APPENDIX B

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PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Collaborate with education and economic development partners (including K-12, CSUs, Ucs, WIBs, Adult Education) to incorporate small business and entrepreneurship into career pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Provide technical assistance to the Regional Consortia in apply labor market information, as it relates to program adoption and revision.	Remain proactive in researching industry trends, evolving practices, and keeping current with LMI data, as a resource to the Consortia for decision making.		DSN, SN
2.5				
2.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 2
 Collaborate with education and economic development partners (including K-12, CSUs, Ucs, WIBs, Adult Education) to incorporate small business and entrepreneurship into career pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.7				
2.8				
2.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: C

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2 .
Collaborate with education and economic development partners (including K-12, CSUs, Ucs, WIBs, Adult Education) to incorporate small business and entrepreneurship into career pathways.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3
Provide professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Provide a Small Business Workshop for K-12 teachers to acquaint them with the expanding needs of industry, workforce projections, focused on essential skills needed by leaders in the business community.	Provide workshop for counselors and educators to learn about the expanded skill sets required for students to succeed in today's business workforce, including: ecommerce, Gig economy, projections for automation. Include concepts of creativity and entrepreneurship as a niche that is expanding.	November 2019 - December 2019	DSN
3.2	Assess the need for updated skills among CTE faculty and teachers, particularly focused on small business and entrepreneurship sectors.	Provide updated training based upon identified need and skills gaps of current faculty and teachers to incorporate small business creation and development in their curriculum. Include gig economy concepts, workforce projects, gaps in the current workforce to be addressed, principles of entrepreneurship development.	November 1, 2018 - October 31, 2019	DSN, SN
3.3	Attend the California Community Colleges Association of Occupational Educators (CCCAOE) conference.	Attendance at two CCCAOE conferences will be undertaken (Fall and Spring) to network with CTE educators and promote sector pathway objectives.	Fall 2018 Spring 2019	DSN

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 3

Provide professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Attend the National Association for Community College Entrepreneurship conference in conjunction with CTE faculty and/or deans.	Facilitate funding for 10 or more CTE educators to attend the NACCE Conference through professional development funds.	October 2019	DSN
3.5				
3.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 3
 Provide professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.7				
3.8				
3.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business &
Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>3</u> Provide professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Help to expand credit, non-credit and/or not-for-credit small business and/or entrepreneurship curriculum, that support the priority and emerging sectors identified for the region.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	With faculty, help expand curriculum offerings in small business and entrepreneurship.	Expand credit and not for credit curriculum in small business and entrepreneurship, including contextualized modules, courses, programs, certificates, degrees.	November 1, 2018 - October 31, 2019	DSN, Faculty
4.2	Build pathway programs, as appropriate, in small business and entrepreneurship, based upon regional needs.	Build small business pathway programs through multiple career latices, including certificate and degree options.	November 1, 2018 - October 31, 2019	DSN, Faculty, Industry Experts
4.3	Provide incumbent worker training, based upon identified skill gaps within the small business sector.	Provide incumbent worker training to facilitate skills development as it relates to business and entrepreneurship. Align to certificate options.	September 2019 - November 2019	DSN, Faculty, Industry Experts

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4

Help to expand credit, non-credit and/or not-for-credit small business and/or entrepreneurship curriculum, that support the priority and emerging sectors identified for the region.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.4	Develop marketing tools that expand awareness of the small business sector and the increased opportunity for entrepreneurship and resource development potential.	Market certificate programs and pathway options to local businesses, colleges and WIBs.	November 1, 2018 - October 31, 2019	DSN, SN
4.5				
4.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Help to expand credit, non-credit and/or not-for-credit small business and/or entrepreneurship curriculum, that support the priority and emerging sectors identified for the region.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.7				
4.8				
4.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u> 4 </u> Help to expand credit, non-credit and/or not-for-credit small business and/or entrepreneurship curriculum, that support the priority and emerging sectors identified for the region.
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5
Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector Efforts.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	DSN will document the outcomes of certificates and curriculum developed in order to advance the Small Business Sector efforts.	Program outcomes will be reported through LaunchBoard, to the SN, and the Regional Consortia, with continued efforts to meet skills gaps as identified by the market.	November 1, 2018 - October 31, 2019	DSN
5.2	Data collection will include any curriculum, workshops, or training modules of incumbent workers, and contract education potential.	As stakeholders, regional businesses will be utilized as advisors to the curriculum development process, with the intent to develop customized, industry-based training packages, which are replicable across systems, including educational entities.	November 1, 2018 - October 31, 2019	DSN, SN, Industry experts, College partners
5.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5

Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector Efforts.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.4				
5.5				
5.6				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 5

Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector Efforts.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.7				
5.8				
5.9				

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u> 5 </u> Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector Efforts.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6
Promote Experiential/Work-based Learning Opportunities (Business Plan Pitch Competitions, Virtual Entrepreneurship, Job Readiness, Internships, Apprenticeships, Student Run Businesses, Service Learning, Job Shadowing, Mentorships, etc.)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	When possible, opportunities for internships aligned to curriculum pathways will be developed and promoted.	The DSN will explore and promote the potential for enhancing pathway development through workbased learning, and/or internship opportunities. Efforts will be undertaken to build business partner relationships with the goal of supporting student skill development.	November 1, 2018 - October 31, 2019	DSN
6.2	As part of experiential learning opportunities, provide the potential for adoption of the Virtual Enterprise Program through K-12 pathway programs.	The national Virtual Enterprise program will provide juniors and seniors an opportunity to run a virtual business, conducted through a year-long class. Students will learn hands-on business concepts and compete with other high schools across the state and nation.	January - June 2019	DSN
6.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6
Promote Experiential/Work-based Learning Opportunities (Business Plan Pitch Competitions, Virtual Entrepreneurship, Job Readiness, Internships, Apprenticeships, Student Run Businesses, Service Learning, Job Shadowing, Mentorships, etc.)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.4				
6.5				
6.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 6
Promote Experiential/Work-based Learning Opportunities (Business Plan Pitch Competitions, Virtual Entrepreneurship, Job Readiness, Internships, Apprenticeships, Student Run Businesses, Service Learning, Job Shadowing, Mentorships, etc.)

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.7				
6.8				
6.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>6</u> Promote Experiential/Work-based Learning Opportunities (Business Plan Pitch Competitions, Virtual Entrepreneurship, Job Readiness, Internships, Apprenticeships, Student Run Businesses, Service Learning, Job Shadowing, Mentorships, etc.)
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 7
Promote and assist colleges/regions in leveraging Strong Workforce Program projects with Industry Sector Projects in Common (ISPICs) funding.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	With Regional Consortia, identify potential regional projects to propose as Sector Projects in Common to be developed statewide.	The DSN will discuss with Regional Consortia recommendations to submit to SN and regional DSNs for potential adoption as Industry Sector Projects in Common.	December 2018	DSN, SN
7.2	Promote the programs selected to be implemented statewide as Industry Sector Projects in Common to colleges in the region.	Facilitate the implementation of industry sector projects in common to L.A. colleges with a Business and Entrepreneurship focus.	December 2018- January 2019	DSN, SN
7.3	Facilitate marketing of all regional programs developed through ISPIC funding.	Develop marketing materials and related web-page coverage to promote ISPIC regional projects to local business and industry.	January-February 2019	DSN, SN

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 7
Promote and assist colleges/regions in leveraging Strong Workforce Program projects with Industry Sector Projects in Common (ISPICs) funding.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.4				
7.5				
7.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 7
 Promote and assist colleges/regions in leveraging Strong Workforce Program projects with Industry Sector Projects in Common (ISPICs) funding.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.7				
7.8				
7.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>7</u> Promote and assist colleges/regions in leveraging Strong Workforce Program projects with Industry Sector Projects in Common (ISPICs) funding.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 8
Support colleges/regions with planning and implementation of Strong Workforce Program funds.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.1	Assist colleges in the L.A. region in planning and developing local projects generated through Strong Workforce funding.	Facilitate project design based upon local/regional sector goals and projects through the NOVA application system.	November 2018-June 2019+	DSN
8.2				
8.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 8
 Support colleges/regions with planning and implementation of Strong Workforce Program funds.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.4				
8.5				
8.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 8

Support colleges/regions with planning and implementation of Strong Workforce Program funds.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.7				
8.8				
8.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business &
Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u> 8 </u> Support colleges/regions with planning and implementation of Strong Workforce Program funds.
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 9

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.1				
9.2				
9.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 9

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.4				
9.5				
9.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 9

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.7				
9.8				
9.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>9</u>

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 10

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.1				
10.2				
10.3				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 10

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.4				
10.5				
10.6				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
 Objectives**

Objective: 10

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
10.7				
10.8				
10.9				

APPENDIX B

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PROJECT: Deputy Sector Navigator-Business & Entrepreneurship

DISTRICT: Cerritos CCD

COLLEGE: Cerritos College

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: <u>10</u>

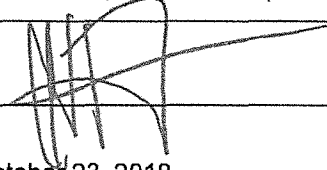
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
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EXHIBIT B: Host, Supervisor of Record & Deputy Sector Navigator Roles and Responsibilities

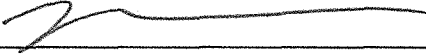
Assurances

Acknowledgment of understanding and acceptance of the roles and responsibilities of the host college, Supervisor of Record, and Deputy Sector Navigator as presented in Exhibit B.

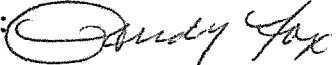
Host College Contact Certification

Print Name:	Dr. Jose Fierro, President/Superintendent
Signature :	
Date:	October 23, 2018

Supervisor of Record Certification (if different from Host College Contact)

Print Name:	Rick Miranda, Vice President Academic Affairs/Assist. Superintendent
Signature :	
Date:	October 23, 2018

Deputy Sector Navigator Certification

Print Name:	Judy Fox, Deputy Sector Navigator-Business & Entrepreneurship
Signature :	
Date:	October 18, 2018

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Ratification of Amendment to the Subgrantee Agreement with Rancho Santiago Community College District for the Strong Workforce Program – Regional Fund Agreement</p>

ACTION

It is recommended that the Board of Trustees ratify the second amendment to the subgrantee agreement with Rancho Santiago Community College District for acceptance of the Strong Workforce Program – Regional Fund Agreement allocated to Cerritos College.

FISCAL IMPACT

Cerritos College will receive additional funding in the amount of \$98,810 increasing the contract total to \$567,810; funding is made possible through Rancho Santiago Community College District's agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

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

SERVICES – AMENDMENT

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AMENDMENT #2 TO THE SUBGRANTEE AGREEMENT FOR THE STRONG WORKFORCE
PROGRAM – REGIONAL FUND AGREEMENT**

Requested by: Mr. Rick Miranda, Acting Vice President of Academic Affairs

Purpose: On April 5, 2017, Cerritos College entered into a subgrantee agreement with Rancho Santiago Community College District for acceptance of the Strong Workforce Program – Regional Fund Agreement CTE Data Unlocked Initiative Funds which will be utilized for vocational program improvement. The purpose of the governing grant is to develop, enhance, and expand quality Career Technical Education offerings that build upon the existing community college regional capacity to respond to regional labor market needs. Rancho Santiago Community College District is the fiscal agent, and has obtained a grant agreement from the California Community Colleges Chancellor's Office to distribute funds within the region following certification of the Regional Plans by the Regional Consortia.

On April 11, 2018, Cerritos College entered into an amendment to the agreement with Rancho Santiago Community College District to continue the work on the Year One projects during the current Round Two Phase.

At this time, Cerritos College wishes to enter into a second amendment to the agreement with Rancho Santiago Community College District to provide for an increase in funds allocated to the College due to the extension of the Round 1 portion of the project. The end date of the project will be extended through June 30, 2019.

Period: The time period for Round 1 will be from July 1, 2017 through June 30, 2019.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Amendment No. 2 to Contract No. 16C0168 – Rancho Santiago Community College District
Amendment No. 1 to Contract No. 16C0168 – Rancho Santiago Community College District
Contract No. 16C0168 – Rancho Santiago Community College District Subgrantee Agreement

EXHIBIT A
Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Cerritos College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-01, and is subject to the terms and conditions as outlined in the Master Agreement.

NOTE: Complete one Summary Sheet for the college's Participation Agreement, but complete a Budget Detail Sheet and Work Plan for each project.

Participation Agreement Number	DO-17-2185-01.1
Fiscal Year Allocation	2016-2017
ACTION	Modification (October 2018)
Term	07/01/2016 - 12/31/18
Name of College	Cerritos College
District	Cerritos Community College District
Participation Agreement Point of Contact	
Name	Dr. Nick Real
Title	Instructional Dean
Address	11110 Alondra Blvd
City, State Zip	Norwalk, CA 90650
REGIONAL PROJECTS – General Information (add rows for more projects if needed)	
1. Project Name	Crosstown Engineering Design Manufacturing Hub
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$150,000
c. Brief description the college's work on the project.	Addresses the need for Engineering, Design, and Manufacturing technicians in LA county
2. Project Name	Career Pathways Specialist
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$120,000
c. Brief description of the college's work on the project.	The Career Pathways Specialist will work within the Educational Partnerships and Programs department to plan, develop, and implement the college's career pathways with partner school districts. This individual will provide support for the dual enrollment expansion currently under the direction of the dual enrollment manager.
3. Project Name	Noncredit CTE Readiness Bootcamps
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$6,000
c. Brief description of the college's work on the project.	Mt. SAC College SWP Participation Agreement
4. Project Name	Teacher preparation pipeline STEM/CTE collaborative
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$24,990
c. Brief description of the college's work on the project.	Cerritos College will serve as a mentor college on this project in support of regionalizing teacher prep in the LA area. We will assist with professional development with an emphasis on dual enrollment
5. Project Name	LEAP project
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this college's work on the project	\$567,810
c. Brief description of the college's work on the project.	Original Amount: \$469,000. Modification: Lead campus of the LEAP project consortium; the college will receive \$98,810 from Rio Hondo, L.A. Mission & El Camino. Project is extended until 6/31/19
6. Project Name	Regional NetLab Hub and Cybersecurity & regional Netlabs project
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$58,300
c. Brief description of the college's work on the project.	Increase number of cybersecurity course offerings in CIS department

EXHIBIT A
Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Cerritos College's Scope of Work for the 2016-2017 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-01, and is subject to the terms and conditions as outlined in the Master Agreement.

NOTE: Complete one Summary Sheet for the college's Participation Agreement, but complete a Budget Detail Sheet and Work Plan for each project.

7. Project Name	Health sector career pathways
a. Is the college a Lead for this Project?	No
b. Amount of funds for this college's work on the project	\$65,500
c. Brief description of the college's work on the project.	This project is designed to provide a regionally coordinated career pathway approach to curriculum and program development in the health sector
Total Regional Allocation For College	\$992,600

Name of President or Designee:

Signature: _____

Date: _____

Name of Fiscal Officer or Designee:

Signature: _____

Date: _____

Name of Fiscal Agent Representative:

Signature:  _____

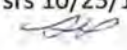
Date: 10/25/18

Name of LA/OC RC Director

Signature:  _____

Date: 10/30/18

Strong Workforce Program – Budget Modification Request Form

Title of SWP Project	Allocation Round/Year	Description of the plan to move funds	Type of budget modification (check the box)		Fiscal Agency Approval	Regional Consortium Approval
LEAP	Round 1 2017/18	Cerritos College requests that the following funds be moved <u>TO</u> other operating expenses (line item 5000) \$40,000 from non-instruction (line item 2000), \$10,000 from employee benefits (line item 3000), \$98,000 from Supplies and materials (line item 4000). The reallocation totaling \$148,000 will allow Cerritos to hire and pay an independent contractor for continued management, implementation, marketing, tracking and reporting of outcomes and placements via the Jobspeaker platform, through June of 2019.	<input checked="" type="checkbox"/>	Within college's project (does not change a college's total project amount; budget mod. changes the amounts distributed among budget line-items.		
			<input checked="" type="checkbox"/>	Among partners in a project (does not change the overall total allocation to a project, but changes the total amount awarded to each college in the project.)	Yes srs 10/25/18 	
			<input type="checkbox"/>	Release of funds. College returning funds to be reallocated; funds are not being distributed to other partners in the project.		

Instructions:

- 1) Complete the Budget Modification Request Form as a cover sheet for the request.
- 2) College(s) will complete budget and workplan forms to reflect the requested changes. (e.g., increase funds or decrease funds, and adjust workplan.
- 3) Provide documentation to demonstrate that the Project Lead, the college's LAOCRC Voting Member, and the project partners are aware of and approve of the request.
- 4) Follow the budget modification processes according to the Type of Budget Modification. (Refer to one-page guidance document on SWP budget modification processes.)

Strong Workforce Program – Budget Modification Request Form

Name of person submitting request: Yannick Real (Cerritos College)

Project Lead (Y/N): Y

Email: yreal@cerritos.edu

EXHIBIT A

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: CrossTown Engineering Design Manufacturing Hub

NOTE: Create one Budget Detail Sheet per Project.

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries Faculty Ancillary Assignments	\$ 15,000
2000	Classified support	\$ 7,500
3000	Employee Benefits	\$ 5,000
4000	Supplies and Materials	\$ 100,000
5000	Other Operating Expenses and Services	\$ 22,500
TOTAL COSTS		\$ 150,000

EXHIBIT A

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Crosstown Engineering Design Manufacturing Hub

NOTE: Create a separate Work Plan for each project.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Goal 1 : Provide training for faculty	Learning operation of equipment and gather new information for curriculum	Fall 2017	Nick Real
2	Goal 2A : Write curriculum - Create courses	New curriculum will be submitted to curriculum committee (CC)	Fall 2017	Nick Real
3	Goal 2B : Write curriculum - Modify certificates	Existing certificates will be updated and submitted to CC	Fall 2017	Nick Real
4	Goal 4 : Improve existing lab	Prepare lab with appropriate fixtures	Fall 2017/Spring 2018	Nick Real
5	Goal 5 : Acquire equipment	Select appropriate equipment for lab, install, and commission	Spring 2018	Nick Real
6	Goal 6 : Meet overarching project goal	Meet partners, establish common goals, & work towards regionalization	Fall 2017/Spring 2018	Nick Real
7				

EXHIBIT A

Strong Workforce Regional Funds
 FY 2016-2017
 Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
 DISTRICT: Cerritos Community College District
 PROJECT NAME: Career Pathways Specialist

NOTE: Create one Budget Detail Sheet per Project.

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries	\$ -
2000	Non-Instructional Salaries	\$ -
3000	Employee Benefits	\$ -
4000	Supplies and Materials	\$ -
5000	Other Operating Expenses and Services	\$ 120,000
6000	Capital Outlay	\$ -
TOTAL COSTS:		\$ 120,000

EXHIBIT A

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Career Pathways Specialist

NOTE: Create a separate Work Plan for each project.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Recruit candidate	Candidate will be identified for carrying out the work	Summer 2017-Fall 2017	Colleen McKinley
2	Work with partner school districts	Specialist will be connected with appropriate personnel at K-12 district and will provide plans	Fall 2017-End of grant	Colleen McKinley
3	Expand career pathways	Specialist will increase articulation agreements with career pathways in feeder districts	Fall 2017-End of grant	Colleen McKinley
3	Expand career pathways	Specialist will increase articulation agreements with career pathways in feeder districts	Fall 2017-End of grant	Colleen McKinley
4				
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6				
7				

EXHIBIT A

Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Noncredit CTE Readiness Bootcamps

NOTE: Create one Budget Detail Sheet per Project.

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries	\$ 5,250
2000	Non-Instructional Salaries	\$ -
3000	Employee Benefits	\$ 750
4000	Supplies and Materials	\$ -
5000	Other Operating Expenses and Services	
6000	Capital Outlay	\$ -
TOTAL COSTS:		\$ 6,000

EXHIBIT A

Strong Workforce Program Regional Funds
 FY 2016-2017
 Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
 DISTRICT: Cerritos Community College District
 PROJECT NAME: Noncredit CTE Readiness Bootcamps

NOTE: Create a separate Work Plan for each project.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Develop collaborative plan	Develop a plan of action for the entire project with projected activities, individual assignments, due dates and current status of planned activities.	April 2017	Graciela Vasquez
2	Research existing noncredit contextualized curriculum within the region	Determine existing noncredit courses and certificates already in place among the participating colleges	March 2017-April 2017	Graciela Vasquez
3	Outreach	Outreach to individual members and schedule a meeting in April 2017 for all participating faculty	April 2017-May 2017	Graciela Vasquez
4	Develop noncredit curriculum	Develop regional curriculum based on research and needs of colleges through collaborative meetings. Faculty will work together to develop noncredit curriculum focused on Pre-CTE classes or Contextualized basic skills (CTE).	April 2017 – Sept. 2017	Graciela Vasquez
5	Submit noncredit curriculum and certificates for approval	Submit noncredit curriculum and certificates for approval to the CCCO (Chancellor's Office)	September - Nov. 2017	Graciela Vasquez
6	Implementation of CTE coursework	Implement noncredit curriculum	Summer 2018 – Spring 2019	Graciela Vasquez
7				

EXHIBIT A

Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Teacher preparation pipeline STEM/CTE

NOTE: Create one Budget Detail Sheet per Project.

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries Faculty Ancillary Assignments	\$ -
2000	Classified support	\$ -
3000	Employee Benefits	\$ -
4000	Textbooks for dual enrollment classes & food for K-12 partner meetings.	\$ 12,000
5000	Stipends to high school counselors to shadow Cerritos College counselors during Summer Connections courses (Counseling 101A) in order to increase their understanding of post-secondary requirements and better advise into dual enrollment. Mentor college travel to appropriate Dual Enrollment/Teacher Prep conferences.	\$ 12,990
TOTAL COSTS		\$ 24,990

EXHIBIT A

**Strong Workforce Program Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18**

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Teacher preparation pipeline STEM/CTE

NOTE: Create a separate Work Plan for each project.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Provide training for faculty	The college's goal is 1 dual enrollment course in each of our feeder high schools in 2017-2018.	Fall 2017 & Spring 2018	Colleen McKinley
2	Offer stipends to high school counselors to shadow Cerritos College counselors during Summer Connections courses (Counseling 101A) in order to increase their understanding of post-secondary requirements and better advise into dual enrollment courses.	Increase in appropriate students in dual enrollment courses due to counselors' increased knowledge about Cerritos College and the benefits of dual enrollment and addressing basic skills.	Summer 2018	Colleen McKinley
3	Host K-12 partner meetings regarding dual enrollment and provide food as an incentive. Meetings will have to occur after the school day.	Increased meeting time with local districts to strengthen partnerships and provide professional development.	Fall 2017 & Spring 2018	Colleen McKinley
4	Purchase materials for dual enrollment	Instructional materials are purchased to increase dual enrollment	Fall 2017 & Spring 2018	Colleen McKinley
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EXHIBIT A

Strong Workforce Program Regional Funds
 FY 2016-2017
 Term: 7/1/16 - 6/31/19

COLLEGE: Cerritos College
 DISTRICT: Cerritos Community College District
 PROJECT NAME: LEAP

Modification: College will receive \$98,810 from El Camino, Rio Hondo & L.A. Mission and extend project to 6/31/19

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries Faculty Ancillary Assignments	\$ -
2000	Non-Instructional Salaries	
3000	Employee Benefits	
4000	Supplies and Materials	\$ 13,000
5000	Other Operating Expenses and Services Contractual Services Virtual Lab Development Research Coordination Marketing Coordination	\$ 554,810
6000	Capital Outlay	\$ -
TOTAL COSTS		\$ 567,810

EXHIBIT A

Strong Workforce Program Regional Funds
 FY 2016-2017
 Term: 7/1/16 - 6/31/19

COLLEGE: Cerritos College
 DISTRICT: Cerritos Community College District
 PROJECT NAME: LEAP

Modification: College will receive \$98,810 from El Camino, Rio Hondo & L.A. Mission and extend project until 6/31/19

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Implement Viridis Platform	Viridis Platform is fully integrated with campus SIS	2-3 months	Randy Morales
2	College Student Outreach	Recruit college students into CTE programs	6-12 months	Victor Arreola
3	Student Tracking towards completion	Enroll college students into Viridis platform to track progress	6-12 months	Victor Arreola
4	High School Student Outreach	Recruit H.S. students into CTE programs	6-12 months	Venea Meyer
5	Student tracking towards enrollment	Enroll H.S. students into Viridis platform to track enrollments	6-12 months	Venea Meyer
6	Marketing/Advertising	CTE websites and marketing material developed & utilized	3-6 months	Randy Morales
7	Employer Recruitment	Viridis markets their platform matching jobs to qualified students	1-12 months	Viridis Learning
8	Increase Student job placement	Students matched to jobs through Viridis	3-12 months	Viridis Learning
9	Student Employment Tracking	Implementation of the Viridis student tracking platform	3-12 months	Viridis Learning

EXHIBIT A

Strong Workforce Regional Funds
 FY 2016-2017
 Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
 DISTRICT: Cerritos Community College District
 PROJECT NAME: Regional Netlab hub and cybersecurity

NOTE: Create one Budget Detail Sheet per Project.

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Instructional Salaries	\$ 3,120
2000	Non-Instructional Salaries	\$ 4,400
3000	Employee Benefits	\$ 1,880
4000	Supplies and Materials	\$ -
5000	Other Operating Expenses and Services	\$ 8,900
6000	Capital Outlay	\$ 40,000
TOTAL COSTS:		\$ 58,300

EXHIBIT A

Strong Workforce Program Regional Funds
 FY 2016-2017
 Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos
 DISTRICT: Cerritos
 PROJECT NAME: Regional NetLab Hub and Cybersecurity

NOTE: Create a separate Work Plan for each project.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Provide training for faculty	Gather new information for curriculum development and operation of equipment, and offer additional courses.	Fall 2017-Spring 2018	Connie Boardman
2	Purchase equipment and supplies to expand our Netlab capacity	New curriculum will be submitted to curriculum committee (CC)	Fall 2017-Spring 2018	Connie Boardman
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EXHIBIT A

Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Health Sector Career Pathways

NOTE: Create a separate Work Plan for each project.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1	Develop emergency RN Specialty Curriculum	Develop a didactic and clinical course designed to prepare a registered nurse to transitin into the emergency specialty area.	7/1/16 - 12/31/16	Ann Voorhies
2	Initial Course Offering of emergency RN Specialty Curriculum	Offer the course(es) including didactic and clinical instruction to a cohort of registered nurses.	1/1/18 - 12/31/18	Ann Voorhies
3	Dissemination of emergency RN Specialty Curriculum	Provide the course(es) developed in the designated format for posting on the HWI website.	1/1/18 - 6/30/18	Ann Voorhies
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EXHIBIT A

Strong Workforce Regional Funds
FY 2016-2017
Term: 7/1/16 - 12/31/18

COLLEGE: Cerritos College
DISTRICT: Cerritos Community College District
PROJECT NAME: Health Sector Career Pathways

NOTE: Create one Budget Detail Sheet per Project.

Object of Expenditure	DESCRIPTION OF COST & CALCULATION	AMOUNT
1000	Faculty/Clinical experts to develop curriculum	\$ 28,800
1000	Faculty to teach first offering of each course	\$ 14,400
3000	Employee Benefits	\$ 10,800
4000	Supplies and Materials	\$ 11,500
5000	Other Operating Expenses and Services	\$ -
6000	Capital Outlay	\$ -
TOTAL COSTS:		\$ 65,500

EXHIBIT A
Participation Agreement - Summary Sheet
 Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes Cerritos College's Scope of Work for the 2017-2018 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-01, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-01
Participation Agreement Number	DO-18-2225-02
Fiscal Year Allocation	2017-2018
Term	07/01/2017 - 12/31/19
Name of College	Cerritos College
District	Cerritos Community College District
Participation Agreement Point of Contact	
Name	Dr. Nick Real
Title	Instructional Dean
Address	11110 Alondra Blvd.
City, State Zip	Norwalk, CA 90650
Phone, Email	(562) 860-2451
SWP-Regional Share Round 2 Year 1 (FY 17/18) - REGIONAL PROJECTS	
1. Project Name	Career Pathways Specialist
a. Is the college a Lead for this Project?	No (lead is Rio Hondo)
b. Amount of funds for college's work on the project.	\$120,000
c. Brief description the college's work on the project.	Focus on 8 priority industry sectors with highest labor market gaps. Expand career pathway alignment to implement alternative methods for gaining credit; implement dual enrollment; implement CATEMA to track credit attainment.
2. Project Name	Cloud Computing (NetLabs)
a. Is the college a Lead for this Project?	No (lead is Santa Monica)
b. Amount of funds for college's work on the project.	\$50,000
c. Brief description of the college's work on the project.	Non-credit short-term vocational credentials leading to employment.
3. Project Name	NetLab Hub & Cybersecurity
a. Is the college a Lead for this Project?	No (lead is Rio Hondo)
b. Amount of funds for college's work on the project.	\$52,371
c. Brief description of the college's work on the project.	Participation in regional NetLab Hub will give students round-the-clock access to CTE training and virtual labs, which will be used for courses that prepare students for jobs in IT and CyberSecurity.
4. Project Name	Non-Credit College & Career Readiness
a. Is the college a Lead for this Project?	No (lead is Mt. SAC)
b. Amount of funds for college's work on the project.	\$98,500
c. Brief description of the college's work on the project.	Expand non-credit to credit pathways, work with pre-CTE and pre-apprenticeship courses and programs.

EXHIBIT A
Participation Agreement - Summary Sheet
 Scope of Work for Strong Workforce Program – Regional Funds

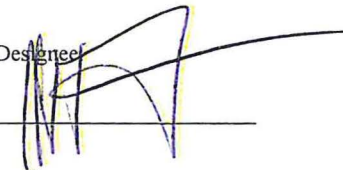
This Participation Agreement constitutes **Cerritos College's** Scope of Work for the 2017-2018 allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-01**, and is subject to the terms and conditions as outlined in the Master Agreement.

5. Project Name	Teacher Preparation - STEM/CTE
a. Is the college a Lead for this Project?	No (lead is Rio Hondo)
b. Amount of funds for college's work on the project.	\$150,000
c. Brief description of the college's work on the project.	Develop "Careers in Education" pathway(s) model with a focus on STEM and CTE.
Total Allocation: SWP-RF Round 2 Year 1	\$470,871

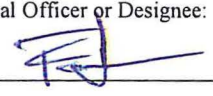
NOTE on Scope of Work: The Project Applications included with this Participation Agreement represent the Scope of Work to be performed. As each Project may be a combined effort of multiple colleges and partners, it is understood that the college in this Participation Agreement has responsibility to implement some component of this work, as represented in the Project Application and as appropriate to meeting the goals and intent of the project.

NOTE on Project Leadership: Colleges that serve as the Project Lead are responsible for keeping informed about the progress of all colleges and partners in the Project, convening Project partners, facilitating modifications to project plans and budgets according to the terms of the Master Agreement, and providing project update reports as requested by the Regional Consortia, Fiscal Agent, or the California Community Colleges Chancellor's Office.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

Name of President or Designee: _____
 Signature:  _____

Date: 4-17-18

Name of Fiscal Officer or Designee: _____
 Signature:  _____

Date: 4/17/2018

Name of Fiscal Agent Representative

Signature: _____ Date: _____

College: Cerritos College

SWP-RF Fiscal Year: 2017/2018

PA Agreement: 18-2225-02

Project Name (listed in application)	Abbreviated Project Name	X indicates college participation
Transportation Industry Employment Partnerships	Advanced Transportation	
Regional Biotech Collaborative	Biotech Collaborative	
Career Pathway Specialist	Career Pathways	X
Center for Competitive Workforce	Center for a Competitive Workforce	
LA Cloud Computing Consortium	Cloud Computing (NetLabs)	X
Energy, Construction & Utilities - Sustainability	Energy, Construction, Utilities	
Global Trade & Logistics Regional Consortia + Digital Badges	Global Trade & Logistics	
L.A. Region Healthcare Pathway Foundations & Work Readiness	Healthcare Pathways	
Internship/Job Placement Specialist Project	Internship/Job Placement	
Regional NetLab Hub and CyberSecurity Project	NetLab Hub & Cybersecurity	X
Noncredit College and Career Readiness	Non-Credit Readiness	X
Teacher Preparation - STEM CTE Collaborative	Teacher Prep	X

ORANGE COUNTY REGION
STRONG WORKFORCE PROGRAM – REGIONAL FUND
MASTER AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CERRITOS COMMUNITY COLLEGE DISTRICT

July 1, 2016 – June 30, 2020

This Agreement, entered into February 27, 2017 between Rancho Santiago Community College District, hereinafter referred to as “Fiscal Agent,” and **Cerritos Community College District** (hereinafter referred to as “Sub-recipient). The Fiscal Agent and Sub-recipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program-Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover activities beginning July 1, 2016 and ending June 30, 2020 supported by Strong Workforce Program-Regional Fund allocations disbursed in 2016-2017, 2017-2018, and 2018-2019.

WHEREAS, the Rancho Santiago Community College District has been designated as the Fiscal Agent for the Strong Workforce Program – Regional Share for the Los Angeles and Orange County region and is responsible for distributing funds to the Cerritos Community College Districts within the region following certification of the Regional Plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the Fiscal Agent Scope of Work (*Exhibit B*), and

WHEREAS, Rancho Santiago Community College District has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, Sub-recipient has agreed to participation in the purpose of the Agreement according to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties agree as follows:

1. PARTICIPATION AGREEMENT

Sub-recipient shall perform the Scope of Work detailed using individually executed Participation Agreements (*Exhibit A*). Such Participation Agreements shall fully detail the Scope of Work between Parties. As needed, the Scope of Work can be amended and modified based on written approval by the Parties. By signing this Master Agreement, the Fiscal Agent and Sub-recipient agree that Participation Agreements signed by the Parties will be binding under this Master Agreement without further action by the Parties.

2. TERM OF AGREEMENT

Effective Date of Agreement: July 1, 2016

Expiration Date of Agreement: June 30, 2020

Parties may modify this Master Agreement and any Participation Agreement annually, contingent upon the availability of grant funds, as mutually agreed upon.

3. RULES FOR DELIVERABLES

- A. Each Participation Agreement will identify a point of contact for the Participation Agreement, and points of contact for major project components in the Scope of Work as appropriate. The Sub-recipient will inform the Fiscal Agent of any changes to the point(s) of contact in a timely manner.
- B. Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
- C. Products, results, and measureable outcomes shall be provided as detailed in each Participation Agreement.
- D. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- E. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- F. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

4. PARTICIPATION AGREEMENT PAYMENTS AND INVOICING

Project allocations from Fiscal Agent to the Sub-recipient will be specified in the Participation Agreement, based on the Regional Plans certified by the Regional Consortia. Funds are to be utilized by the Sub-recipient in accordance with the terms and conditions of both this Master Agreement, the pertinent Participation Agreement, and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office (Exhibit C). If there is a reduction in funding by the Chancellor's Office, the Fiscal Agent reserves the right to require adjustment to the scope of work and funding of the Participation Agreements accordingly, up to and including the end of all activities under this Agreement and any Participation Agreement.

The Fiscal Agent shall make payments to the Sub-recipient up to the amount listed in the Participation Agreement, to be paid on a quarterly basis through a reimbursement process

according to the expenditures submitted in the quarterly reports and upon submission of an invoice for payment. Invoices referencing the Participation Agreement number should be submitted to the following address:

Rancho Santiago CCD
ATTN: Resource Development
2323 North Broadway, Ste. 350
Santa Ana, CA 92706

5. BUDGET MANAGEMENT

The Sub-recipient will manage its budgets so that there is a clear distinction between Local Strong Workforce funds (which are not in any way related to this Agreement) and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from the allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. In such cases, it is advised that the Sub-recipient assign separate project numbers to each year's allocation, or in some other manner make a clear distinction between the separate allocations.

6. REPORTING

Program and financial reports will be submitted on a quarterly basis, according to the system and requirements of the California Community College Chancellor's Office. A reporting schedule will be disseminated to the Sub-recipient at least 30 days prior to the due date of the first report. Reports will be due 20 days after the end of the last month of the quarter.

NOTE: The first quarterly report will be due on the next due date following approval of this Agreement.

A Final Program and Expenditure Report will be due at the end of the project, according to the requirements of the Chancellor's Office. The Fiscal Agent will inform the Sub-recipient of the requirements and the due date for the Final Report at least three months before the end date of the Agreement.

The Sub-recipient is responsible for all Strong Workforce Program-Regional Funds reporting to the Fiscal Agent. Fiscal Agent is responsible for all Strong Workforce Program-Regional Funds Reporting to the Chancellor's Office.

7. MODIFICATIONS

If a Sub-recipient desires to change the amount, scope of work, or make substantial revision to the outcomes of a Participation Agreement the following process must be followed:

A. The Sub-recipient notifies the Fiscal Agent and the Project Lead of the desired changes.

- B.** The Sub-recipient notifies the other colleges involved in the regional project related to the Participation Agreement, and secures agreement of the change(s) from the other colleges and/or the Project Lead.
- C.** The Fiscal Agent will conduct a technical review of the requested changes to ensure compliance with the grant terms and conditions, and will modify the Participation Agreement to reflect the requested changes.
- D.** The Sub-recipient and Fiscal Agent will sign the amended Participation Agreement, which will replace the prior Participation Agreement and become the active Participation Agreement once executed.

8. USE OF FUNDS – TRAVEL

If Strong Workforce Program-Regional funds will be used for out-of-state travel, the Party must submit an Out-of-State travel request form to the Fiscal Agent who will review it to ensure compliance with the California Community Colleges Chancellor's Office requirements.

9. SHARED USE OF EQUIPMENT or RESOURCES

In the event that Sub-recipient uses funds to secure equipment or other resources to be used in common or for shared use with other colleges, a separate agreement may be needed between or among them to outline the terms and conditions of that use. The Sub-recipient should notify the Fiscal Agent of the intent for shared use of equipment and resources, and the Fiscal Agent will clarify the requirements with the Chancellor's Office, and provide guidance to the Sub-recipient regarding development of a shared use agreement.

10. SUBCONTRACTS

- A.** In any event, if the Sub-recipient wishes to enter into a subcontract agreement for performance of any part of the activities listed in the Participation Agreement, the Sub-recipient shall disclose the intended purpose and amount of the subcontracting and identify the proposed subcontractor to the Fiscal Agent in a timely manner.
- B.** The Sub-recipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Sub-recipient. The Sub-recipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Sub-recipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

11. RECORDS AND AUDITS

- A.** The Sub-recipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Participation Agreement.

- B. The Sub-recipient must maintain a list of the cost and location of the equipment purchased with Strong Workforce Program funds.
- C. The Sub-recipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Sub-recipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Sub-recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Sub-recipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.
- 1) If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later.
 - 2) All records must be retained throughout the project. The five (5) year period of retention starts on the last day of the performance period stipulated in the Participation Agreement.

12. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email or through certified mail to the addresses specified below. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current.

Cerritos Community College District

Primary Contact

Name: DR. NICK REAL

Title: INSTRUCTIONAL DEAN OF TECHNOLOGY

Address: 11110 Alondra Blvd.

City, State Zip: Norwalk, CA 90650-6269

Email, phone: nreal@cerritos.edu
562-860-2451 x 2903

Fiscal Contact

Name: FELIPE R. LOPEZ

Title: VICE PRESIDENT OF BUSINESS SERVICES/ASST. SUPERINTENDENT

Address: 11110 Alondra Blvd.

City, State Zip: Norwalk, CA 90650-6269

Email, phone: flopez@cerritos.edu
562-860-2451 x 2242

Fiscal Agent - Rancho Santiago Community College District

Primary Contact

Janeth Manjarrez, SWP Director
2323 North Broadway, Ste. 350
Santa Ana, CA 92706
Manjarrez_Janeth@rsccd.edu
(714) 480-7471

Fiscal Contact

Peter J. Hardash, Vice Chancellor of Business Operations & Fiscal Services
2323 North Broadway, 4th Floor
Hardash_Peter@rsccd.edu, (714) 480-7340
Santa Ana, CA 92706

13. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Sub-recipient. In the event that such funding is terminated or reduced, RSCCD shall provide the Sub-recipient with written notification of such determination and RSCCD shall reimburse the Sub-recipient for costs incurred up to the termination date. Notice shall be deemed served on the date of receipt by the Sub-recipient; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

14. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

15. DISPUTES

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Sub-recipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Sub-recipient a written request to appeal said decision. Pending final decision of the appeal, Sub-recipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. INDEMNIFICATION

All Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Parties, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Parties, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties or any of its agents or employees.

17. INSURANCE

All Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. The Parties each warrant that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Fiscal Agent and Parties performance of this contract.

18. INDEPENDENT CONTRACTOR

The Sub-recipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Sub-recipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Sub-recipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Sub-recipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Sub-recipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Sub-recipient's employees or independent subcontractors. The Sub-recipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Sub-

recipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

19. ASSURANCES

- A) By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill (*Exhibit C*), and with the guidance documents provided by the California Community College Chancellor's Office (*Exhibit D*).
- B) By signing this Agreement the Sub-recipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

20. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

21. SEVERABILITY

If any provision in 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 without being impaired or invalidated in any way.

22. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT

Rancho Santiago Community College District


Peter J. Hardash

Vice Chancellor, Business Ops. & Fiscal Svcs.


Date:

2/25/17

Board approved: February 27, 2017

SUB-RECIPIENT

Cerritos Community College District


Name: Felipe R. Lopez

Title: Vice President, Business Services

Date: 4/7/2017

EIN: 95-60055210

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**

Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

<p>SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2018-2019 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 2018-2019 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 2018-2019 Academic Year

FACULTY: TEMPORARY PART-TIME 2018-2019 ACADEMIC YEAR

I. ADULT EDUCATION & DIVERSITY PROGRAMS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Morales, Luciano	NH	Adult Education	1AB	60.43

II. BUSINESS, HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Courts, Bari	RE	Business Administration	1AD	64.74

III. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Buchheit, Amanda Marie	RE	Speech Language Path. Asst	1BD	64.74
O'Neill, Cindy	RE	Child Development	3AM	69.51
Pison, Tisha	NH	Nursing	1AM	62.55
Rozak, Tennille	RE	Dental Hygiene	2AD	68.35

IV. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
<u>Name</u>	<u>Status*</u>	<u>Discipline</u>	<u>Placement**</u>	<u>Rate</u>
Prindle, Donna	RE	Physical Education	6BM	78.56

* NH=New Hire, RE=Reemployed

** Instructors:

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bachelors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th Semester-Doctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=11th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY: _____
Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for the 2018-2019 Academic Year

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

Classification	Salary Placement	Name	Effective Date	Status
Program Assistant (Adult Education)	Classified Salary Schedule Grade 30, Step 1 (\$3,826.00/month)	To be provided on the revision	To be provided on the revision	To be provided on the revision

II. Professional Experts and 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, 2019, or 175 total workdays, whichever occurs first

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Alcazar, Elizabeth Maureen*	DSPS	Interpreter IV	\$34.79/hr	02/06/19
Alvarez, Maria C.*	CalWORKs	Clerk	\$12.00/hr	02/05/19
Avery, Tiffany*	CTE	Community Education Specialist	\$30.27/hr	02/12/19
Basnet, Kusum	Success Center	Instructional Aide II	\$13.30/hr (1)	02/04/19
Bendicion, Tyler Cole Cheng	Success Center	Instructional Aide II	\$13.30/hr (1)	02/13/19
Bryant, Michael Christopher	Fine Arts	Community Outreach Worker	\$12.00/hr	02/07/19
Choksi, Roshni Aditya	Success Center	Instructional Aide II	\$13.30/hr (1)	02/08/19
Cowens, Tiara Nicole*	Financial Aid	Clerk	\$12.00/hr	02/01/19
Cuarenta, Nitze Sharai*	Financial Aid	Clerk	\$12.00/hr	02/07/19
Desilva, Ariana Louise*	Financial Aid	Clerk	\$12.00/hr	02/04/19
Espinoza, Jennifer Cristina	Success Center	Instructional Aide II	\$13.30/hr (1)	02/04/19
Everett, Andrew C.	Fine Arts	Continuing Education Specialist/Arts & Crafts	\$23.31/hr	02/06/19
Florendo, Princess Lovelyn*	DSPS	Instructional Aide II	\$13.30/hr (1)	01/30/19
Galvez-Prado, Celeste	Student Affairs	Student Affairs Assistant	\$14.32/hr	02/07/19
Godinez, Claudia*	Financial Aid	Clerk	\$12.00/hr	02/12/19
Hampton, Carl	HPEDA	Instructional Aide II	\$14.67/hr (3)	01/30/19
Jensen, Richard Newell**	Community Education	Community Education Specialist	\$30.27/hr	02/01/19
Lopez, Araceli*	CTE	Program Facilitator	\$14.32/hr	01/23/19

* Categorically Funded

** Specially Funded

<u>Name</u>	<u>Unit</u>	<u>Classification</u>	<u>Rate</u>	<u>Cleared for Employment</u>
Marques, Ana Maria	Campus Police	Dispatcher Clerk	\$20.66/hr	02/13/19
Maya, Louis Peter*	EPP	Instructional Aide I	\$12.00/hr	02/12/19
Morris, William Eugene*	EPP	Instructional Aide I	\$12.00/hr	01/28/19
Munoz, Christopher	Fine Arts	Community Outreach Worker	\$12.00/hr	02/12/19
Nguyen, Hayden*	Financial Aid	Instructional Aide II	\$13.30/hr	02/01/19
Nieto, Wendy*	Adult Education	Educational Technology Trainer	\$19.32/hr	01/29/19
Om, Kareny	DSPS	Instructional Aide I	\$12.00/hr	02/12/19
Pagon, Doreen	Student Activities	Student Activities Clerk	\$12.00/hr	01/30/19
Plavdjan, Hripsime	Success Center	Instructional Aide II	\$13.30/hr (1)	01/28/19
Rabb, Amanda	HPEDA	Instructional Aide II	\$13.30/hr (1)	01/29/19
Ramirez, Mikaela Angela*	Financial Aid	Instructional Aide II	\$13.30/hr	02/01/19
Ramirez-Han, Janet*	CTE	Continuing Education Specialist Business Technology	\$52.47/hr	02/12/19
Roche Ramirez, Karia*	Adult Education	Program Facilitator	\$14.32/hr	01/29/19
Rojas-Alaniz, Sandra	Financial Aid	Clerk	\$12.00/hr	02/01/19
Rosales, Paola*	EOPS	Clerk	\$12.00/hr	01/29/19
Souinette, Kaha'li Darlene*	Financial Aid	Clerk	\$12.00/hr	02/01/19
Syfu, Jenika	Success Center	Instructional Aide II	\$13.30/hr (1)	02/01/19
Truby, Michelle	Success Center	Instructional Aide II	\$13.30/hr (1)	02/01/19
Umanzor, Joscelyn*	Financial Aid	Instructional Aide II	\$13.30/hr (1)	02/04/19
Vasquez, Brian	Success Center	Instructional Aide II	\$13.30/hr (1)	02/04/19

* Categorically Funded

** Specially Funded

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Adriana Flores-Church
Vice President of Human Resources
Assistant Superintendent

PREPARED BY: _____
Ms. Nancy Buvinger
Director of Human Resources
and Risk Management

SUBJECT: Consideration of Approval of Public Employment: Tenured
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ACTION

It is recommended that the Board of Trustees approve the continued employment of the probationary contract faculty members as tenured employees, effective 2019-2020 academic year.

FISCAL IMPACT

No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY

According to Education Code 87602, a contract employee is a probationary academic employee. New full-time faculty members are contract employees for the first four years of employment.

Pursuant to Education Code section 87609, a probationary contract employee serving under his or her third employment contract (which is for two academic years) shall be employed as a tenured employee for all subsequent academic years unless the Board elects not to grant tenure to the employee.

The following employees have satisfactorily completed three employment contracts with the College, and it is recommended that the Board approve their continued employment as tenured employees.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Probationary Contract Faculty to be Tenured 2019-2020 Academic Year

Tenured Faculty
2019-2020

Name	Position	Division	Discipline	Begin Date
Bello, Francesca	Counselor	Counseling	Counseling	11/13/2014
Binning, Michael	Instructor	Business Edu/Hum/SS	Paralegal	08/17/2015
Castro, Rigoberto	Counselor	Counseling	Counseling	11/13/2014
Fagundes, Michelle	Instructor	Liberal Arts	English	08/17/2015
Fisher, Chelena	Counselor	Counseling	Counseling	11/13/2014
Foral, Jason	Instructor	Technology	Welding	08/17/2015
Gallardo, Berenice	Counselor	Counseling	Counseling	11/13/2014
Gibson, Dionne	Instructor	Health Occupations	Child Development	08/17/2015
Holliness, Dahlene	Counselor	Disabled Student Programs	DSPS Counseling	06/15/2015
Hu, Jianli	Instructor	Business Edu/Hum/SS	Business Administration	08/17/2015
Kozlowski, Trisha	Instructor/Coach	HPEAD	PE/Athletics	08/17/2015
Mera, Carlos	Instructor	SEM	Physics	08/17/2015
Olague, Mark	Instructor	Liberal Arts	English	08/17/2015
Petrova, Rossitza	Instructor	Technology	Cosmetology	08/17/2015
Romero, Gustavo	Counselor	Counseling	Counseling	11/13/2014
Sanchez, Veronica	Instructor	Business Edu/Hum/SS	Psychology	08/17/2015
Shore, Marlana	Instructor	Health Occupations	Dental Hygiene	08/17/2015

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
January 28, 2019

PRESENT:	Rick Miranda Dr. Adriana Flores-Church Dr. Dilcie Perez Sandy Marks Dr. April Griffin Stephanie Rosenblatt Armando Soto Liz Page Kathy Hogue Kim Applebury Danylle Williams-Manser Julie Mun	ABSENT:	Dr. Jose Fierro Felipe Lopez Kathy Azzam
		GUEST(s):	Patrick O’Donnell Valyncia Raphael

I. MEETING CALLED TO ORDER

Mr. Miranda called the meeting to order at 1:03 p.m. He welcomed new members Dr. Perez, Ms. Hogue, and Ms. Williams-Manser.

II. PUBLIC COMMENTS

There were no public comments.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Name	Position	Start Date
Katie Mishler	Deputy Sector Navigator, Advanced Transportation & Logistics	December 13
Judy Fox	Deputy Sector Navigator, Business & Entrepreneurship	December 13
John Park	Senior Applications Analyst	January 2
Irma Gorrocino	Public Affairs Specialist	January 2
Sulemad Hamid	Senior Applications Analyst	January 7
Dr. Dilcie Perez	Vice President, Student Services	January 9
Kelly Rios	Administrative Assistant	January 22
Edward Diaz	Senior Technical Support Specialist	January 22

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

IV. APPROVAL OF MINUTES – December 10, 2018

It was moved by Mr. Soto and seconded by Ms. Page to approve the December 10 minutes. The vote for approval was 9-0-3; Mr. Miranda, Ms. Hogue, and Ms. Williams-Manser abstained.

V. BOARD AGENDA – February 6, 2019

The committee reviewed the draft February 6 board agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

DEEOAC

EMP Goal C: Promoting Leadership and Staff Development

Dr. Raphael stated that the committee has been working on developing a diversity statement to use collegewide. The short version has been finalized, and they are working with faculty to revise the longer version. The committee continues to compile a list of the Cerritos College initiatives, programs, and efforts that contribute to Diversity and/or serve a special population of students to create a diversity directory. A team of staff, faculty, and board members are attending the February 8-9 Building Diversity Summit in Los Angeles, and students have been recruited to attend as well. The committee is also discussing reviving the Diversity Awards event, which is tentatively scheduled for Tuesday, April 2. Dr. Raphael stated that the climate survey was deployed in November 2018, and 39% of eligible campus employees submitted responses. They are reviewing data and working with IERP to schedule workshops to share the information.

Employee Development

EMP Goal C: Promoting Leadership and Staff Development

Dr. Flores-Church stated that the first annual Falcon Day was a success, and that the committee is exploring ideas to schedule an annual spring event. The next meeting is tentatively scheduled for Thursday, February 14.

Information Technology Standards

EMP Goal E: Upgrading Educational Infrastructure

Mr. O’Donnell stated that Jamf Now was added as a campus software standard to provide a cloud-based MDM solution for iPad, iPhone, and Mac devices. He also stated that the committee approved new printer, laptop, and PC standards. The committee is working with IERP to develop a campus IT survey for employees and students. The draft survey will be shared with the Technology-Based Learning Committee before deployment, and the results will help build the updated IT Master Plan.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES

None.

VIII. STATUS OF SHARED GOVERNANCE

Board Policy Review – Chapter 5

EMP Goal F: Enhancing Organizational Effectiveness

The committee began review and discussion of Chapter 5 policies and procedures.

- BP 5010 Admissions and Concurrent Enrollment
- AP 5010 Admissions and Concurrent Enrollment
- AP 5011 Tracks of Admission and Concurrent Enrollment of High School and Other Young Students: College and Career Access Pathways (CCAP) Track and Non-College and Career Access Pathways (CCAP) Track
- AP 5012 International Students

AP 5013	Students in the Military
BP 5015	Residence Determination
AP 5015	Residence Determination
BP 5020	Nonresident Tuition
AP 5020	Nonresident Tuition
BP 5030	Fees
AP 5030	Fees
AP 5031	Instructional Materials Fees
BP 5035	Withholding of Student Records
AP 5035	Withholding of Student Records
BP 5040	Student Records, Directory Information, and Privacy
AP 5040	Student Records, Directory Information, and Privacy
AP 5045	Student Records: Challenging Content and Access Log
BP 5050	Student Success and Support Program
AP 5050	Student Success and Support Program
BP 5052	Open Enrollment
AP 5052	Open Enrollment
BP 5055	Enrollment Priorities and Limitations
AP 5055	Enrollment Priorities and Limitations
AP 5070	Attendance Accounting
AP 5075	Class Adds and Drops
BP 5110	Counseling
AP 5110	Counseling
BP 5120	Transfer Center
AP 5120	Transfer Center
BP 5130	Financial Aid
AP 5130	Financial Aid
BP 5140	Disabled Student Programs and Services
AP 5140	Disabled Student Programs and Services
BP 5150	Extended Opportunity Programs and Services
AP 5150	Extended Opportunity Programs and Services
BP 5160	Assessment Center
BP 5170	Veterans Affairs
AP 5170	Veterans Affairs
BP 5180	Student Activities
BP 5200	Student Health Services
AP 5200	Student Health Services
BP 5205	Student Insurance
BP 5210	Communicable Disease
AP 5210	Communicable Disease
BP 5300	Student Equity Plan
AP 5300	Student Equity Plan
BP 5400	Associated Students Organization
AP 5400	Associated Students Organization
BP 5410	Associated Students Elections
BP 5420	Associated Students Finance
AP 5420	Associated Students Finance
BP 5500	Standards of Student Conduct

BP 5510	Off-Campus Activities and Organizations
AP 5510	Off-Campus Activities and Organizations
AP 5520	Student Discipline Procedures
BP 5530	Student Rights and Grievances
AP 5530	Student Rights and Grievances
BP 5550	Speech: Time, Place, and Manner
AP 5550	Speech: Time, Place, Manner, and Commercial Vendors
BP 5570	Student Credit Card Solicitation
AP 5610	Voter Registration
BP 5700	Intercollegiate Athletics
AP 5700	Intercollegiate Athletics
BP 5800	Prevention of Identify Theft in Student Financial Transactions
AP 5800	Prevention of Identify Theft in Student Financial Transactions

The committee discussed the following and had no recommended changes.

BP 5040	Student Records, Directory Information, and Privacy
BP 5052	Open Enrollment
AP 5052	Open Enrollment

The committee discussed and reached consensus to update the following documents, as attached.

BP 5010	Admissions and Dual Enrollment
AP 5012	International Students
BP 5140	Disabled Student Programs and Services
BP 5160	Career and Assessment Services
BP 5170	Veterans Affairs
AP 5170	Veterans Affairs

The committee completed an initial review of the following policies and procedures, and scheduled a second review for the February 11 meeting.

AP 5010	Admissions and Dual Enrollment
AP 5040	Student Records, Directory Information, and Privacy
AP 5050	Student Success and Support Program
AP 5130	Financial Aid
AP 5140	Disabled Student Programs and Services
BP 5150	Extended Opportunity Programs and Services
AP 5150	Extended Opportunity Programs and Services

FTES Update

EMP Goal F: Enhancing Organizational Effectiveness

Mr. Miranda stated that the college reported FTES for the P1 period last week, and projections indicate that we will be 1,000 short of our 16,800 target for 2018-19.

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. Flores-Church stated that the college hosted a job fair on Saturday, January 19, which was well attended.

Mr. Soto stated that “Meet the Counselor Day” is scheduled for Wednesday, January 30 from 10:00 a.m. – 1:00 p.m., and Thursday, January 31 from 5:00 – 8:00 p.m., in collaboration with ASCC Welcome Day and Night.

X. PRESIDENT’S REPORT

No report.

ADJOURNMENT

Meeting adjourned at 3:00 p.m.

Student Services

1 **BP 5010 ADMISSIONS AND CONCURRENT DUAL ENROLLMENT**

2 **References:**

- 3 Education Code, Sections 76000, 76001, 76002, and 76038
- 4 Labor Code, Section 3077;
- 5 34 CFR 668.16(p) (U.S. Department of Education regulations on the Integrity of
- 6 Federal Student Financial Aid Programs under Title IV of the Higher Education
- 7 Act of 1965, as amended);
- 8 ACCJC Accreditation Standard II.C.6

9 The District shall admit students who meet one of the following requirements and who are
10 capable of profiting from the instruction offered:

- 11 • Any person over the age of 18 and possessing a high school diploma or its
12 equivalent.
- 13 • Other persons who are over the age of 18 years and who, in the judgment of the
14 President/Superintendent or designee, are capable of profiting from the instruction
15 offered.
- 16 • Persons who are apprentices as defined in Labor Code, Section 3077.
- 17 • Secondary school students and other special admit students who are able to
18 demonstrate their ability to benefit from college education and who meet the
19 specified admissions and enrollment criteria per applicable Education Code, state
20 regulations, and Board policies and administrative procedures.

21 The District may deny or place conditions on a student’s enrollment upon a finding by the
22 Board or designee that the applicant has been expelled within the preceding five years or
23 is undergoing expulsion procedures in another California community college district, and
24 that the applicant continues to present a danger to the physical safety of the students and
25 employees of the District.

26 The District shall in its discretion, or as otherwise federally mandated, evaluate the validity
27 of a student’s high school completion. The President/Superintendent shall establish
28 procedures for evaluating the validity of a student’s high school completion.

29 **Admissions to Special Programs**

30 In addition to meeting the academic standards for admission to the College, students
31 wishing to enroll in a special course of study must satisfy additional admissions
32 requirements. Specific criteria for admission to those programs shall be approved by the
33 President/Superintendent.

34 **Denial of Requests for Admission for Special Admit Students**

35 If the District denies a request for special full-time or part-time enrollment by a pupil who
36 is identified as highly gifted, the Board of Trustees will record its findings and the reason
37 for denying the request in writing within 60 days. The written recommendation and denial
38 shall be issued at the next regularly scheduled Board of Trustees meeting that occurs at
39 least 30 days after the pupil submits the request to the District.

40 The President/Superintendent or designee shall establish procedures for evaluation of
41 requests for special full-time or part-time enrollment by a pupil who is identified as highly
42 gifted.

43 **Claims for State Apportionment for Concurrent Enrollment**

44 Claims for state apportionment submitted by the District based on enrollment of high
45 school pupils shall satisfy the criteria established by statute and any applicable
46 regulations of the Board of Governors.

47 The President/Superintendent shall establish procedures regarding compliance with
48 statutory and regulatory criteria for concurrent enrollment.

49 The College Catalog, which is updated annually, contains the most recent information
50 regarding admissions.

51 Office of Primary Responsibility: Vice President, Student Services

52 Also see AP 5010 titled Admissions and Concurrent Enrollment

Date Adopted: May 16, 2007
Date Revised: June 13, 2012

The committee agreed to the proposed changes on January 28, 2019.

Student Services

1 AP 5012 INTERNATIONAL STUDENTS

2 References:

- 3 Education Code, Sections 76141, 76140, 76000, and 76142;
4 Title 5, Section 54045;
5 Title 8 U.S.C., Section 1101 et seq.

6 Under Department of Homeland Security regulations, Cerritos College is authorized to
7 enroll students on F-1 visa for the A.A. degree and transfer programs. To be considered
8 for admission, an international student must complete the following required application
9 packet items available in the International Student Center:

- 10 • International Student application and fee;
11 • Complete high school, secondary, college and or university graduation
12 transcripts equivalent to an accredited U.S. high school;
13 • All applicants whose native ~~language~~ language is not English must meet the
14 minimal score on the Test of English as a Foreign Language (TOEFL) or an
15 equivalent score on the Cerritos College ~~placement test~~ self-reporting tool or
16 other standardized proficiency test before being admitted to an
17 academic/undergraduate degree program;
18 • Negative tuberculosis (TB) test results;
19 • ~~Notarized~~ statement of support from a financial sponsor accompanied by a
20 certified letter from the sponsor's bank, verifying in U.S. dollars that sufficient
21 funds to meet all the student's educational and financial needs.
22 • Valid Passport, appropriate F-1 visa and I-94 form;
23 • All F-1 students and dependents must purchase International student medical
24 insurance; and
25 • Upon admission, the F-1 student is issued the SEVIS I-20 and is required to
26 adhere to all federal regulations regarding their immigration status.
27 The ~~International Student Center~~ Office of International Student Services will
28 report required events into the SEVIS program as mandated by United States
29 Citizenship and Immigration Service (USCIS).

30 The calculation of nonresident tuition fee applicable to noncitizens who have not or cannot
31 establish residence, shall result in an amount not to exceed the amount expended by the
32 District for capital outlay in the preceding fiscal year divided by the total full-time
33 equivalent students. This fee cannot exceed 50 percent of the nonresident tuition
34 charged other nonresidents.

35 The Cerritos College Office of International Student Services ~~Office~~ maintains the most
36 recent information regarding International Students. The printed and web-based
37 materials are updated periodically.

38 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

(Replaces former Cerritos CCD Policy 4102.3)

The committee agreed to the proposed changes on January 28, 2019.

Student Services

1 **BP 5140 DISABLED STUDENT PROGRAMS AND SERVICES**

2 **References:**

3 Education Code, Sections 67310-13 and 84850;
4 Title 5, Sections 56000 et seq.

5 It is the policy of the Cerritos Community College District to maintain Disabled Student
6 Programs and Services to promote the academic success and personal enrichment of
7 students with diverse needs by facilitating equal access to educational opportunities in an
8 integrated college setting; encouraging the interaction and full participation of all students
9 with disabilities, and recognizing the importance of self-advocacy and independence in
10 such students' pursuit of their academic careers.

11 Students with disabilities shall be reasonably accommodated pursuant to federal and
12 state requirements in all applicable programs in the District. The Disabled Student
13 Programs and Services (DSPS) program shall be the primary provider for academic
14 adjustments, auxiliary aids, services, and/or instruction that facilitate equal educational
15 opportunities for students with disabilities who can profit from instruction as required by
16 federal and state laws.

17 DSPS services shall be available to students with verified disabilities and directly related
18 to the educational limitations of the verified disabilities of the student to be served. The
19 services to be provided include, but are not limited to, ~~reasonable accommodations,~~
20 ~~electronic information and technology accessibility, accessible facilities, equipment,~~
21 ~~instructional programs, and counseling~~ academic adjustments, auxiliary aids, counseling,
22 and/or educational assistance classes. However, Information and Communication
23 Technology, Instructional Materials, Instructional Programs and accessible facilities
24 represent a broader institutional responsibility because access is an institutional
25 responsibility.

26 No student with disabilities is required to participate in the DSPS program.

27 The District shall respond in a timely manner to accommodation requests involving
28 academic adjustments. The President/Superintendent shall establish a procedure to
29 implement this policy which, at a minimum, provides for an individualized review of each
30 such request, and permits interim decisions on such requests pending final resolution by
31 the appropriate administrator or designee.

32 The President/Superintendent shall ensure that the DSPS program conforms to all
33 requirements established by the relevant law and regulations.

34 Also see AP 5140 titled Disabled Student Programs and Services and BP/AP 3411
35 Accessibility of Information and Communication Technology.

36 Office of Primary Responsibility: Vice President, Student Services

Date Adopted: May 16, 2007

Dates Revised: October 24, 2012; February 5, 2014

The committee agreed to the proposed changes on January 28, 2019.

Student Services

1 **BP 5160 CAREER AND ASSESSMENT CENTER SERVICES**

2 **References:**

3 None

4 The following services will be provided in the Assessment Center: ~~testing (placement,~~
5 ~~career/technical, and aptitude),~~ Career and Assessment Services: assessment for
6 course placement, career testing (interests, skills, personality), career
7 counseling (career/major exploration), job placement services search assistance, and
8 reentry services, and work evaluation for the students and community members of the
9 District. These services will help to identify classes, training, and jobs that will be most
10 satisfying to the participants current or former students and alumni in meeting their
11 career or transfer goals.

12 Office of Primary Responsibility: Vice President, Student Services

Date Adopted: May 16, 2007

(Replaces former Cerritos CCD Policy 4200)

The committee agreed to the proposed changes on January 28, 2019.

Student Services

1 **BP 5170 VETERANS AFFAIRS**

2 **References:**

3 Education Code, Sections 70902 and 89036

4 An ~~Office of Veterans Affairs~~ Veterans Resource Center shall oversee programs
5 authorized under state and federal law to ensure that United States military veteran
6 students receive services and benefits to which they are entitled by law.

7 Office of Primary Responsibility: Vice President, Student Services

Date Adopted: May 16, 2007

The committee agreed to the proposed changes on January 28, 2019.

Student Services

1 **AP 5170 VETERANS AFFAIRS**

2 **References:**

3 Education Code, Sections 70902 and 89036

4 **Program and Services**

5 The ~~Office of Veterans Affairs~~ **Veterans Resource Center** oversees five different
6 programs: (1) Chapter 30 - new GI Bill/Active Duty Educational Assistance Program; (2)
7 Chapter 31 - Vocational Rehabilitation; (3) Chapter 1607 - VEAP Veterans Educational
8 Assistance Program (contributory program); (4) Chapter 35 - Survivor's and Dependents
9 Educational Assistance Program; and (5) Chapter 1606 - new GI Bill/Selected Reserve
10 Educational Assistance Program.

11 **Delivery of Services**

12 Delivery of services is based upon students meeting a number of conditions, such as: (1)
13 eligibility; (2) determination and review of previous benefits received; (3) verification of
14 previous college work completed; (4) counseling; (5) confirmation that benefits received
15 or granted are credited to academic work in declared work; and (6) certification of current
16 enrollment and units attempted.

17 In accordance with state and federal statutes, the ~~Office of Veterans Affairs~~ **Veterans**
18 **Resource Center** ensures that U.S. veterans receive the full help and assistance that they
19 are entitled by law. The ~~Office of Veterans Affairs~~ **Veterans Resource Center** is
20 responsible for the certification of veteran students for their educational benefits. In this
21 capacity, the ~~Office of Veterans Affairs~~ **Veterans Resource Center** acts as liaison between
22 veterans and the Veterans Administration.

23 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

(Replaces former Cerritos CCD Policies 4501.2, 4704, and 4704.3)

The committee agreed to the proposed changes on January 28, 2019.

CERRITOS COLLEGE
COORDINATING COMMITTEE MINUTES
February 11, 2019

PRESENT: Dr. Jose Fierro
Rick Miranda
Dr. Dilcie Perez
Felipe Lopez
Dr. Adriana Flores-Church
Sandy Marks
Dr. April Griffin
Stephanie Rosenblatt
Liz Page
Kathy Hogue
Kim Applebury
Danylle Williams-Manser
Julie Mun
Kathy Azzam

ABSENT: Armando Soto

GUEST(s): Julie Bathke
Mark Fronke

I. MEETING CALLED TO ORDER

Dr. Fierro called the meeting to order at 1:04 p.m.

II. PUBLIC COMMENTS

There were no public comments.

III. INTRODUCTION OF NEW EMPLOYEES & ANNOUNCEMENT OF EMPLOYMENT OPPORTUNITIES

Name	Position	Start Date
Andres Zuniga	Senior Technical Support Specialist	February 4

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

IV. APPROVAL OF MINUTES – January 28, 2019

It was moved by Ms. Marks and seconded by Dr. Flores-Church to approve the January 28 minutes. The vote for approval was 10-0-3; Dr. Fierro, Mr. Lopez, and Ms. Azzam abstained. Ms. Rosenblatt was not present for the vote.

V. BOARD AGENDA – February 20, 2019

The committee reviewed the draft February 20 board agenda.

VI. ITEMS FROM INSTITUTIONAL COMMITTEES

No reports.

VII. ITEMS FROM FACULTY SENATE STANDING COMMITTEES**Sabbatical Leave***EMP Goal C: Promoting Leadership and Staff Development*

Ms. Bathke distributed the attached committee report. She stated that the application process was completed in fall, and requests for 2019-20 sabbaticals were forwarded to the administration, and will be presented to the board for approval at its April 3 meeting. Faculty who returned from 2017-18 sabbaticals will provide reports to the board at its March 6 meeting. A call for intents to apply for 2020-21 sabbatical leaves is scheduled for April 2019, and applications will be due at the beginning of the Fall 2019 semester.

Student Learning Outcomes*EMP Goal A: Strengthening the Culture of Completion*

This item was postponed.

VIII. STATUS OF SHARED GOVERNANCE**FTES Update***EMP Goal F: Enhancing Organizational Effectiveness*

Mr. Miranda stated that the college reported FTES for the P1 period last week, and projections indicate that we will be 1,000 short of our 16,800 target for 2018-19. This equates to approximately a \$1.4 million reduction in apportionment. There are several external factors contributing to declining enrollment statewide, such as a healthy economy, more jobs, and a lower unemployment rate. Nationwide, there has been a shift from full-time to part-time enrollment, and enrollment of full-time students is declining at a faster rate than part-time students. He also stated that based on preliminary enrollment data, the college expected to hire 27 new faculty for the fall 2019 semester. However, the drop in enrollment led to the Faculty Obligation Number (FON) estimate being revised downward from 27 to 13. The deans and department chairs will be reviewing reports from IERP to have discussions regarding struggles and room for potential growth. He will be sending regular updates to the campus to increase awareness of the issue.

Dr. Fierro stated that it is important to actively and continually work on enrollment management. It is essential that we are utilizing good data, and all must be prepared to have hard conversations. Our goal is to at least maintain enrollment if growth is not possible. Since funding for FTES is calculated on a three-year average, it is important to set maintenance targets based on accurate enrollment patterns, which should be used to help us schedule courses and develop retention strategies. Drops due to elimination of basic skills courses will normalize after a year or two. He asked the committee to please take an active role in this matter so that we can capture as much enrollment as possible, and ensure students have the classes they need to graduate or transfer, and the resources and services to finish on time. We will all have to renew our efforts and become more student-completion focused to help students complete their educational plans – on time.

Board Policy and Administrative Procedure 3570 – Smoking

EMP Goal F: Enhancing Organizational Effectiveness

Dr. Mennella stated that in July 2018, the Chancellor’s Office provided model smoke-free campus guidelines, resolutions, and similar information for adoption by community college campuses. UC and CSU campuses are already tobacco free. The memorandum recognized the health detriments that result from smoking, including exposure to secondhand smoke, and stated that adopting a 100 percent smoke and tobacco free campus environment promotes health and wellness for all members of campus communities. Cerritos recently applied for a Department of Justice grant and was awarded \$75,000, which can be used to start a tobacco-free campus campaign. The proposed revisions to BP and AP 3570 Smoking reflect plans to implement a tobacco-free campus by June 2020.

The committee discussed feedback regarding the language stating that use of any form of tobacco, including electronic smoking devices, is prohibited on all District properties, grounds and buildings within the Cerritos Community College District, including parking lots and within personal vehicles on District property. There were concerns that the language may be too restrictive. There were also concerns regarding issuing monetary fines for violations. The committee discussed the importance of developing an infrastructure by gathering campus buy in, changing the social norm, and increasing campus awareness of this issue.

Dr. Mennella stated that she is scheduled to speak to Faculty Senate at its February 12 meeting, and will schedule a meeting with ASCC. There will be continued conversations to aid and develop the revised policy, and a follow-up review was scheduled for the March 25 Coordinating Committee meeting.

Board Policy Review – Chapter 5

EMP Goal F: Enhancing Organizational Effectiveness

The committee discussed and reached consensus to update the following documents, as attached.

- AP 5010 Admissions and Dual Enrollment
- AP 5011 Tracks of Admission and Dual Enrollment of High School and Other Young Students: College and Career Access Pathways (CCAP) Track and Non College and Career Access Pathways (NON-CCAP) Track
- AP 5040 Student Records, Directory Information, and Privacy
- AP 5050 Student Success and Support Program
- AP 5130 Financial Aid
- AP 5140 Disabled Student Programs and Services
- BP 5150 Extended Opportunity Programs and Services
- AP 5150 Extended Opportunity Programs and Services
- BP 5510 Off-Campus Activities and Organizations
- AP 5510 Off-Campus Activities and Organizations

IX. REPORTS FROM COORDINATING COMMITTEE MEMBERS

Dr. Griffin stated that applications for the SanFACC Mentor Program are being accepted. Mentees will be paired with mentors from neighboring colleges already serving in an

administrative role. She also stated that the annual Tabor-Venitsky tournament is scheduled for February 15-17.

X. PRESIDENT'S REPORT

Dr. Fierro stated that the 2019 Spring President's Speaker Series features workshops focusing on the Eight Dimensions of Wellness, and will be co-hosted by Vince Vizcarra, Instructional Laboratory Assistant. He also stated that a press conference to announce the second year of free tuition through our Promise Program, Cerritos Complete, is scheduled for Tuesday, February 12 at 10:00 a.m. in the Fine Arts building. Executive Council has been discussing how to manage our enrollment by utilizing intentional retention strategies and by analyzing data trends. Dr. Fierro asked the committee for feedback and suggestions since many of them are the first point of contact for students.

ADJOURNMENT

Meeting adjourned at 2:55 p.m.

Coordinating Committee Feb 11, 2019

Sabbatical Committee Report

Educational Master Plan Goals aligned with Sabbatical Committee activities:

C – PROMOTING LEADERSHIP AND STAFF DEVELOPMENT

E – UPGRADING EDUCATIONAL INFRASTRUCTURE

1. Applications
 - a. Six faculty members requested leave for 2019-2020
 - b. One faculty withdrew application
 - c. Sabbatical committee processed and approved three to go forward
 - d. Divisions represented: Counseling, SEM, Fine Arts
 - e. All have requested one year leaves at 100% compensation
2. Committee process for applications
 - a. Members evaluate applications
 - b. Committee meets to discuss and coordinate feedback
 - c. Interviews held with each applicant to discuss feedback
 - d. Two revision cycles stipulated in the contract: first of two weeks, second if needed, for one week
3. Reports from Faculty on Leave 2017-2018
 - a. Four reports received:
 - i. Kimberley Duff
 - ii. Frank Gaik
 - iii. Lance Kayser
 - iv. Patty George
 - b. All have been read by committee and are in revision cycle
 - c. Reports tentatively scheduled for BOT meeting of Mar 6 – faculty to present
4. Four faculty currently out on sabbatical leave
 - a. Sheela Hoyle - Counseling
 - b. Tor Lacy - Geography
 - c. Julie Trager - Fine Arts
 - d. Kevin Taylor - Technology
5. Upcoming committee work cycle per contract stipulations
 - a. Call for Intent to Apply for Sabbatical Leave for School Year 2020-2021 will be done in April 2019
 - b. Orientation for potential applicants will be conducted after that
 - c. Intents will be collected prior to end of this semester
 - d. Applications will be due beginning of Fall semester 2019 then will be processed by the committee
 - e. Faculty returning in Fall of 2019 will submit reports before the end of the semester then will be processed by the committee
6. Use of Canvas for submission and committee work site
 - a. Application revisions
 - b. Report submission and revisions – reports can run to 100-200 pages
 - c. Has drastically reduced use of paper

Student Services

1 **AP 5010 ADMISSIONS AND CONCURRENT DUAL ENROLLMENT**

2 **References:**

- 3 Education Code, Sections 76000, 76001, and 76002
- 4 34 CFR 668.16(p) (U.S. Department of Education regulations on the Integrity of
- 5 Federal Student Financial Aid Programs under Title IV of the Higher Education
- 6 Act of 1965, as amended);
- 7 ACCJC Accreditation Standard II.C.6

8 The President/Superintendent or designee shall establish procedures for evaluating the
9 validity of a student’s high school completion if the District or the United States
10 Department of Education has reason to believe that the high school diploma is not valid
11 or was not obtained from an entity that provides secondary school education.

12 **Admissions Eligibility**

13 The authority to oversee the admission of eligible students is delegated to the Dean of
14 Admissions, Records and Services under the direction of the Vice President of Student
15 Services. Students eligible for regular admission to the College must be 18 years of age
16 or older and possess a high school diploma, GED, certificate of proficiency or equivalent.
17 In addition, any apprentice, as defined in Section 3077 of the Labor Code, or any other
18 person who is over 18 years of age who, in the judgment of the District ~~Dean of~~
19 ~~Admissions, Records and Services~~, is capable of profiting from the instruction offered at
20 the College may be admitted.

21 ~~Students who are 18 years of age without a high school diploma must meet the College’s~~
22 ~~ability to benefit criteria, which may be satisfied by a passing score on the numerical,~~
23 ~~reading, and/or writing exam.~~

24 **Residency**

25 Each person applying for admission or enrollment in a California Community College is
26 classified as a “resident” or “nonresident” for purposes of admission and/or tuition
27 calculation.

28 **Resident** – a “resident” is a person who is eligible to establish California residency for
29 tuition purposes or who has resided within California for at least one year and who
30 established a legal residence in California prior to the residency determination date.

31 **Nonresident** – a “nonresident” student is one who has not resided in the state for
32 more than one year prior to the residency determination date and who has not

33 established legal residence or who is not eligible to establish California residency for
34 tuition purposes.

35 **Admission of International Students**

36 The College accepts applications from students holding or attempting to obtain the F-1
37 Student Visa. The following items are required from international applicants:

- 38 • Completed International Student application and fee;
- 39 • High school transcripts, showing graduation, from an institution equivalent to an
40 accredited U.S. high school.
- 41 • For applicants whose native tongue is not English, the minimal score on the Test
42 of English as a Foreign Language (TOEFL) or an equivalent score on the Cerritos
43 College Placement test or other standardized proficiency test before being
44 admitted.
- 45 • Negative tuberculosis (TB) test results.
- 46 • Notarized statement of support from a financial sponsor accompanied by a certified
47 letter from the sponsor's bank, verifying in U.S. dollars sufficient funds to meet all
48 the student's educational and financial needs.
- 49 • Valid Passport, appropriate F-1 visa and I-94 form.
- 50 • Purchase, including by the student and all dependents, of international student
51 medical insurance.

52 International student admissions procedures will be provided in the College Catalog,
53 schedule of classes, and website.

54 The College Catalog, which is updated annually, contains the most recent information
55 regarding admissions.

56 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

Date Revised: May 7, 2012

(Replaces former Cerritos CCD Policy 4100)

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 **AP 5011 TRACKS OF ADMISSION AND CONCURRENT DUAL**
2 **ENROLLMENT OF HIGH SCHOOL AND OTHER YOUNG**
3 **STUDENTS: COLLEGE AND CAREER ACCESS PATHWAYS**
4 **(CCAP) TRACK AND NON-COLLEGE AND CAREER ACCESS**
5 **PATHWAYS (NON-CCAP) TRACK**

6 **References:**

7 Education Code, Sections 11300, 48800, 48800.5, 48802, 49011, 66010.4,
8 76001, 76002, 76004, 87010, and 87011

9 The College authorizes the admission of Special Admit students and “highly-talented” K-
10 12 minor students without high school diplomas, who can benefit from “advanced
11 scholastic or career/technical work.” The responsibility to make the determination of the
12 student’s preparation belongs to the K-12 school district in which the student is enrolled.

13 Authority to restrict the admission or enrollment of a Special Admit part-time or full-time
14 student in any session based on age, grade-level completion, current school
15 performance, or assessment and placement procedures in conformance with
16 matriculation regulations remains the prerogative of the College.

17 All courses will be taken for college credit. Subject to college and school district
18 compliance with applicable regulations, and if followed procedures provided herein, pupils
19 may receive dual credit.

20 The parent or guardian of a pupil not enrolled in a public school retains the ability to
21 directly petition the President/Superintendent for the pupil’s Special Admit admission on
22 a part-time or full-time basis.

23 When both College and Career Access Pathways (CCAP) and Non-College and Career
24 Access Pathways (Non-CCAP) enrollment opportunities are provided by the college, it
25 must adhere to the overall 10% full-time equivalent student (FTES) cap for all Special
26 Admit students.

27 **Non-CCAP Track Dual Enrollment of High School Juniors and Seniors (N-CCAP Jr**
28 **& Sr)**

29 Cerritos College will admit N-CCAP ~~Jr & Sr~~ high school juniors and seniors for enrollment
30 to the College who are eligible to participate based on the criteria established below.

31 The student must be recommended by his/her high school principal or designee. As part
32 of the approval process, the principal must verify through consent and signature on
33 the ~~Special Admit Minor~~ College Bridge Form that the recommended student can benefit
34 from college instruction.

35 A parent/guardian consent and signature on the ~~Dual Enrollment~~ College Bridge Form,
36 verifying parental/guardian approval of student's participation, must be submitted in
37 addition to the College application. Parents/guardians must also acknowledge on the
38 Dual Enrollment Form that the student will be expected to conform to all College policies.

39 Cerritos College will admit N-CCAP ~~Jr & Sr~~ high school juniors and seniors who meet the
40 following conditions:

41

42 **Academic Eligibility**

- 43 • N-CCAP ~~Jr & Sr~~ student admission may be limited for reasons of age or grade
44 level.
- 45 • For all courses attempted, N-CCAP ~~Jr & Sr~~ students must complete the College
46 assessment/placement process and meet the stated prerequisite and or co-
47 requisite for the desired course.
- 48 • For summer sessions, N-CCAP ~~Jr & Sr~~ student admission is further limited to high
49 school principal recommendation to be provided only if the pupil demonstrates
50 adequate preparation in the discipline to be studied, the pupil exhausts all
51 opportunities to enroll in an equivalent course at school of attendance, and if the
52 total number of such pupils does not exceed 5% of that grade level.
- 53 • Students with a verifiable disability (verification to be provided by school of origin)
54 will be referred to Disabled Student Programs and Services for assessment and
55 recommendation.

56 **Limitations on Enrollment**

- 57 • A N-CCAP ~~Jr & Sr~~ student may be permitted to enroll in up to 11.99 units.
58 Exceptions may be made, subject to consideration and approval by the Dean of
59 Admissions, Records and Services.
- 60 • Such students may not enroll in physical education courses.
- 61 • Such students' enrollment may be limited for reasons of age or grade level.
- 62 • Such students who have previously enrolled and who have dropped their courses
63 and/or have not made satisfactory progress will not be allowed to continue
64 enrollment.
- 65 • Such students will not receive priority enrollment status.
- 66 • Such students will be charged all applicable fees charged to regularly admissible
67 students, with the exception of California Community College enrollment fees
68 (neither the in-state, per unit charge nor the non-resident tuition and capital outlay,
69 per unit charges).

70 **Dual Enrollment, Non-CCAP Track Students Through the 10th Grade (N-CCAP K-**
71 **10)**

72 Cerritos College will admit highly gifted elementary students and secondary students
73 through the 10th grade level for enrollment to the College if they are eligible to participate
74 based on the criteria below:

75 **Academic Eligibility**

- 76 • N-CCAP K-10 student admission may be limited for reasons of age or grade level.
- 77 • For all courses attempted, N-CCAP K-10 students must complete the College
78 assessment/[placement](#) process and meet the stated prerequisite and or co-
79 requisite for the desired course.
- 80 • For summer sessions, N-CCAP K-10 student admission is further limited to high
81 school principal recommendation to be provided only if the pupil demonstrates
82 adequate preparation in the discipline to be studied, the pupil exhausts all
83 opportunities to enroll in an equivalent course at school of attendance, and if the
84 total number of such pupils does not exceed 5% of that grade level.
- 85 • Students with a verifiable disability (verification to be provided by school of origin)
86 will be referred to Disabled Student Programs and Services for assessment and
87 recommendation.

88 **Limitations on Enrollment**

- 89 • N-CCAP K-10 students may be permitted to enroll in up to 4 units each term.
- 90 • Such student enrollment in courses is based on space availability with College
91 instructor signature required prior to enrollment.
- 92 • Such students may not enroll in physical education courses.
- 93 • Such students who have previously enrolled and who have dropped their
94 courses and/or have not made satisfactory progress will not be allowed to
95 continue in the Special Admit Program.
- 96 • Such students will not receive priority enrollment status.
- 97 • Such students will be charged all applicable fees charged to regularly
98 admissible students, with the exception of California Community College
99 enrollment fees (neither the in-state, per unit charge nor the non-resident tuition
100 and capital outlay, per unit charges).

101 **Summer Enrollment of K-12 Students**

102 To be considered for admission as a Special Admit summer session student, the student
103 must meet the eligibility standards as established in Education Code Sections 48800 and
104 76001. Students will not be admitted unless they have availed themselves of all
105 opportunities to enroll in equivalent courses at their schools of attendance.

106 Refer also to the **Academic Eligibility** sections for N-CCAP ~~Jr & Sr~~ and N-CCAP K-10
107 students regarding summer sessions.

108 The number of such persons recommended shall not be in excess of five percent of the
109 total number of students who have completed a particular grade immediately prior to the
110 time of recommendation.

111 **Minors Who Are Not Enrolled in a School Program**

112 The Cerritos College President/Superintendent, or designee, may admit students who are
113 not enrolled in a public school into any class for which the student may qualify.
114 Qualifications and eligibility for participation are listed below:

- 115 • Parent/guardian approval shall include acknowledgement by the
116 parent/guardian that he/she understands that he/she will be expected to
117 conform to all College policies.
- 118 • Cerritos College may admit minors who are not high school graduates who
119 meet the following conditions:
 - 120 ○ Complete the Cerritos College admission application
 - 121 ○ Submit the appropriate College form (Non-Enrolled Minor Form) for the
122 approval by the Cerritos College President/Superintendent, or designee,
123 stating the following:
 - 124 • Grade level of student.
 - 125 • Parental/guardian approval for the student to enroll in a College-level
126 class.
 - 127 • Verifiable demonstration of the student's ability to benefit from
128 advanced scholastic or career/technical work.
 - 129 • A statement indicating the exact college-level class(es) in which the
130 student is requesting enrollment at Cerritos College.
 - 131 • The student must enroll in a course of instruction of a scope and
132 duration sufficient to satisfy the requirements of law.
- 133 • If the College denies a request for Special Admit part-time or full-time
134 enrollment at a community college for a pupil who is identified as highly gifted,
135 the College shall record its findings and the reason(s) for denial of the request
136 in writing within 60 days. The written recommendation and denial shall be
137 issued to the student at least 30 days after the request has been submitted.
138 (Education Code, Section 76001(b))
- 139 • The attendance of a pupil at a community college as a Special Admit part-time
140 or full-time student pursuant to this section is authorized attendance, for which
141 the community college shall be credited or reimbursed pursuant to Education
142 Code, Sections 48802 and 76002.

143 **Classes on High School Campuses**

144 If the decision to offer a class on a high school campus is made after publication of the
145 College's regular schedule of classes, and the class is only advertised to the general
146 public through electronic media, the class must be advertised for a minimum of 30
147 continuous days prior to the first meeting of the class.

148 If the class is offered on a high school campus, the class may not be held during the time
149 the campus is closed to the general public, as defined by the school board. If the class
150 is a physical education class, no more than ten percent of the enrollment of the class may
151 consist of Special Admit part-time or full-time students.

152 **Additional Regulations**

153 To be considered for admission as a Special Admit part-time or full-time student, the
154 student must meet the eligibility standards established in Education Code, Section
155 48800.05. Special Admit part-time and full-time students are given low enrollment priority
156 in accordance with AB 967, except for students attending a middle college high school if
157 the student is seeking to enroll in a course that is required for the student’s middle college
158 high school program.

159 State regulations provide that Special Admit student enrollment in physical education
160 courses shall not exceed five percent of the District’s total reported full-time equivalent
161 enrollment of Special Admit part-time and full-time students; however, Cerritos College
162 does not permit enrollment of such students in physical education courses.

163 **College and Career Access Pathways (CCAP)**

164 The District may enter into a CCAP partnership with a school district partner that is
165 governed by a CCAP partnership agreement approved by the governing boards of both
166 districts. As a condition of, and before adopting a CCAP partnership agreement, the
167 governing board of each district, at an open public meeting of that board, shall present
168 the dual enrollment partnership agreement as an informational item. The governing board
169 of each district, at a subsequent open public meeting of that board, shall take comments
170 from the public and approve or disapprove the proposed agreement.

171 If the governing board has adopted all of the legal requirements of Education Code
172 Section 76004 in order to participate in a College and Career Access Pathways (CCAP)
173 partnership with the governing board of a school district for the purpose of offering or
174 expanding dual enrollment opportunities for students who may not already be college
175 bound or who are underrepresented in higher education, with the goal of developing
176 seamless pathways from high school to community college for career technical education
177 or preparation for transfer, improving high school graduation rates, or helping high school
178 pupils achieve college and career readiness, the District may enter into a CCAP
179 partnership.

180 The CCAP partnership agreement shall be filed with the Chancellor of the California
181 Community Colleges and with the California State Department of Education before the
182 start of the CCAP partnership, and shall:

- 183 • outline the terms of the CCAP partnership and shall include, but not necessarily
184 be limited to, the total number of high school students to be served and the total
185 number of full-time equivalent students projected to be claimed by the community
186 college district for those students; the scope, nature, time, location, and listing of
187 community college courses to be offered; and criteria to assess the ability of pupils
188 to benefit from those courses.
- 189 • establish protocols for information sharing, in compliance with all applicable state
190 and federal privacy laws, joint facilities use, and parental consent for high school
191 pupils to enroll in community college courses.
- 192 • identify a point of contact for the participating community college district and school
193 district partner.

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- certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011.
 - certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.
 - certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
 - qualified high school teacher, for the purpose of this Administrative Procedure, means a high school teacher who meets the minimum qualifications to teach college courses that are offered through dual enrollment. The high school teacher will be considered according to established Cerritos College selection procedures and if selected, will become an adjunct faculty member of Cerritos College. The faculty member will abide and be covered by the faculty collective bargaining agreement and the policies and procedures of Cerritos College.
 - include a certification by the participating community college district of all of the following:
 - a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus;
 - a community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership; and
 - participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Education Code Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
 - certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
 - specify both of the following:
 - which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education; and,
 - which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
 - certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

240 A community college district participating in a CCAP partnership shall not provide physical
241 education course opportunities to high school pupils or any other course opportunities
242 that do not assist in the attainment of at least one of the following goals:

- 243 • developing seamless pathways from high school to community college for career
244 technical education or preparation for transfer;
- 245 • improving high school graduation rates; or,
- 246 • helping high school pupils achieve college and career readiness.

247 The District will not enter into a CCAP partnership with a school district within the service
248 area of another community college district, except where an agreement exists, or is
249 established, between those community college districts authorizing that CCAP
250 partnership.

251 A high school pupil enrolled in a course offered through a CCAP partnership shall not be
252 assessed any fee that is prohibited by Education Code Section 49011.

253 The District may assign priority for enrollment and course registration to a pupil seeking
254 to enroll in a community college course that is required for the pupil's CCAP partnership
255 program that is equivalent to the priority assigned to a pupil attending a middle college
256 high school as described in Education Code Section 11300 and consistent with middle
257 college high school provisions in Education Code Section 76001.

258 The District may limit enrollment in a community college course solely to eligible high
259 school students if the course is offered at a high school campus during the regular school
260 day and the community college course is offered pursuant to a CCAP partnership
261 agreement.

262 The District may allow a Special Admit part-time student participating in a CCAP
263 partnership agreement established pursuant to this article to enroll in up to a maximum
264 of 15 units per term if all of the following circumstances are satisfied:

- 265 • the units constitute no more than four community college courses per term
- 266 • the units are part of an academic program that is part of a CCAP partnership
267 agreement established pursuant to this article; and,
- 268 • the units are part of an academic program that is designed to award students both
269 a high school diploma and an associate degree or a certificate or credential.

270 The governing board of the District exempts CCAP Special Admit part-time students from
271 the following fee requirements:

- 272 • Student representation fee (Education Code Section 76060.5)
- 273 • Nonresident tuition fee and corresponding permissible capital outlay fee and/or
274 processing fee (Education Code Sections 76140, 76141, 76142)
- 275 • Transcript fees (Education Code Section 76223)
- 276 • Course enrollment fees (Education Code Section 76300)
- 277 • Apprenticeship course fees (Education Code Section 76350)
- 278 • Child development center fees (Education Code Section 79121)

279 The District shall not receive a state allowance or apportionment for an instructional
280 activity for which the partnering district has been, or shall be, paid an allowance or
281 apportionment.

282 The attendance of a high school pupil at a community college as a Special Admit part-
283 time or full-time student pursuant to this section is authorized attendance for which the
284 community college shall be credited or reimbursed pursuant to Education Code Section
285 48802 or 76002, provided that no school district has received reimbursement for the same
286 instructional activity.

287 For each CCAP partnership agreement entered into pursuant to this section, the District
288 shall report annually to the Chancellor of the California Community Colleges, the
289 Legislature, the Director of Finance, and the State Superintendent of Public Education all
290 of the following information:

- 291 • The total number of high school pupils, by schoolsite, enrolled in each CCAP
292 partnership, aggregated by gender and ethnicity, and reported in compliance with
293 all applicable state and federal privacy laws.
- 294 • The total number of community college courses, by course category and type and
295 by schoolsite, enrolled in by CCAP partnership participants.
- 296 • The total number and percentage of successful course completions, by course
297 category and type and by schoolsite, of CCAP partnership participants.
- 298 • The total number of full-time equivalent students (FTES) generated by CCAP
299 partnership community college district participants.

300 The College Catalog, which is updated annually, contains the most recent information
301 regarding the admission and enrollment of high school and other young students. This
302 document is updated annually for currency and correctness.

303 Office of Primary Responsibility: Vice President, Student Services

Date Approved: June 11, 2007

Dates Revised: October 15, 2012; October 9, 2017

(Replaces former Cerritos CCD Policies 4102.1 and 4102.2)

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 **AP 5040 STUDENT RECORDS, DIRECTORY INFORMATION, AND**
2 **PRIVACY**

3 **References:**

- 4 Education Code, Sections 76200 et seq.;
- 5 Title 5, Sections 54600 et seq.;
- 6 U.S. Patriot Act;
- 7 Civil Code, Section 1798.85;
- 8 ACCJC Accreditation Standard II.C.8

9 A cumulative record of enrollment, scholarship, and educational progress shall be kept
10 for each student.

11 Cerritos College shall maintain student records in a manner to ensure the privacy of all
12 such records and shall not, except as otherwise herein authorized, permit any access to
13 or release of information therein.

14 **Release of Student Records**

15 No instructor, official, employee, or member of the Board of Trustees shall authorize
16 access to student records to any person except under the following circumstances:

- 17 • Student records shall be released pursuant to a student's signed and dated written
18 consent.
- 19 • "Directory information" may be released in accordance with the definitions in Board
20 Policy 5040 titled Student Records, Directory Information, and Privacy. There is no
21 requirement to release Directory Information. Requests for Directory Information
22 on a student or group of students should be referred to the Dean of Admissions,
23 Records and Services.
- 24 • Student records shall be released pursuant to a judicial order or a lawfully issued
25 subpoena, following submittal to the Dean of Admissions, Records and Services
26 and review by legal counsel to the District.
- 27 • Student records shall be released pursuant to a federal judicial order that has been
28 issued regarding an investigation or prosecution of an offense concerning an
29 investigation or prosecution of terrorism following submittal to the Dean of
30 Admissions, Records and Services and review by legal counsel to the District.
- 31 • Student records may be released to District officials and employees of the District
32 only when they have a legitimate educational interest to inspect the record.
 - 33 ○ A legitimate educational interest is defined as existing when an authorized
34 College official, acting within the scope and authority of his/her employment or
35 other authorized relationship with the District, has determined that there is a

36 permissible reason to access one or more education records, including but not
37 limited to: academic counseling, student disciplinary processes, college safety
38 and security needs, degree and other academic achievement checks and
39 reviews, College-authorized research, and other such reasons as may be
40 approved by the Dean of Admissions, Records and Services.

- 41 • Authorized District officials must successfully complete the Cerritos College
42 Student Education Records Privacy Protection Protocol (<https://ouc-secure.cerritos.edu/admissions-and-records/secure/ferpa-quiz.htm>)
43
 - 44 ○ [An annual reminder will be sent to the campus](#)
- 45 • Authorized District officials are (1) Student Services, Research and Planning, and
46 other academic managers and assigned staff in their departments; (2) Counselors;
47 (3) full-time Faculty; (4) full-time and selected hourly staff; and, (5) on a case-by-
48 case basis, other agencies or individuals authorized by the Dean of Admissions,
49 Records and Services.

50 Student records may be released to authorized representatives of the Comptroller
51 General of the United States, the Secretary of Education, an administrative head of an
52 education agency, state education officials, or their respective designees or the United
53 States Office of Civil Rights, where that information is necessary to audit or evaluate a
54 state or federally supported educational program or pursuant to state or federal law. Such
55 release may be made following submittal to the Dean of Admissions, Records and
56 Services and review by legal counsel to the District. Exceptions are that when the
57 collection of personally identifiable information is specifically authorized by federal law,
58 any data collected for such purposes shall be protected in a manner that will not permit
59 the personal identification of students or their parents by other than the officials authorized
60 to gather and receive it, and any personally identifiable data shall be destroyed when no
61 longer needed for that audit, evaluation, and enforcement of federal legal requirements.

62 Student records may be released to officials of other public or private schools or school
63 systems, including local, county or state correctional facilities where education programs
64 are provided, where the student seeks or intends to enroll or is directed to enroll. The
65 release is subject to the conditions in Education Code, Section 76225. Such release may
66 be made following submittal to the Dean of Admissions, Records and Services and, when
67 necessary, review by legal counsel to the District.

68 Student records may be released to agencies or organizations in connection with a
69 student's application for, or receipt of, financial aid, provided that information permitting
70 the personal identification of those students may be disclosed only as may be necessary
71 for those purposes as to financial aid, to determine the amount of the financial aid, or
72 conditions that will be imposed regarding financial aid, or to enforce the terms or
73 conditions of financial aid. The Dean of Student Support Services, or designee, is
74 authorized to release such records.

75 Student records may be released to organizations conducting studies for, or on behalf of,
76 accrediting organizations, educational agencies or institutions for the purpose of
77 developing, validating, or administering predictive tests, administering financial aid

78 programs, and improving instruction, if those studies are conducted in such a manner as
79 will not permit the personal identification of students or their parents by persons other
80 than representatives of those organizations and the information will be destroyed when
81 no longer needed for the purpose for which it is conducted. Requests for the release of
82 student records for such purposes shall be submitted to the Director of Research and
83 Planning for review and recommendation to the Executive Council for authorization.

84 Student records may be released to appropriate persons in connection with an
85 emergency if the knowledge of that information is necessary to protect the health or safety
86 of a student or other persons, subject to applicable state or federal law. In time of
87 emergency, various college officials may be in a position to release such information.
88 Whenever possible, without endangering health or safety, such releases should be
89 carried out by the Dean of Admissions, Records and Services.

90 The following information shall be released to the federal military for the purposes of
91 federal military recruitment: student names, addresses, telephone listings, dates and
92 places of birth, levels of education, major(s), degrees received, prior military experience,
93 and/or the most recent previous educational institutions enrolled in by the students. Such
94 release may be made following submittal of an authorized request to the Dean of
95 Admissions, Records and Services and, when necessary, review by legal counsel to the
96 District.

97 **Charge for Transcripts or Verifications of Student Records**

98 A student/former student shall be entitled to two free copies of the transcript of his/her
99 record and two free verifications of various student records. Additional copies shall be
100 made available to the student, or to an addressee designated by him/her, at the
101 established rate per copy. Students may request special processing of a transcript.

102 **Electronic Transcripts**

103 The District may elect to implement a process for the receipt and transmission of
104 electronic student transcripts.

105 **Use of Social Security Numbers**

106 The District shall not do any of the following:

- 107 • Publicly post or publicly display an individual's social security number;
- 108 • Print an individual's social security number on a card required to access products
109 or services;
- 110 • Require an individual to transmit his or her social security number over the internet
111 using a connection that is not secured or encrypted;
- 112 • Require an individual to use his or her social security number to access an Internet
113 website without also requiring a password or unique personal identification number
114 or other authentication device; or
- 115 • Print, in whole or in part, an individual's social security number that is visible on
116 any materials that are mailed to the individual, except those materials used for:
 - 117 ○ Application or enrollment purposes;
 - 118 ○ To establish, amend, or terminate an account, contract, or policy; or

119 ○ To confirm the accuracy of the social security number.

120 If the District has, prior to January 1, 2004, used an individual's social security number in
121 a manner inconsistent with the above restrictions, it may continue using that individual's
122 social security number in that same manner only if:

- 123 • The use of the social security number is continuous;
- 124 • The individual is provided an annual disclosure that informs the individual that he
125 or she has the right to stop the use of his or her social security number in a manner
126 otherwise prohibited;
- 127 • The District agrees to stop the use of an individual's social security number in a
128 manner otherwise prohibited upon a written request by that individual;
- 129 • No fee shall be charged for implementing this request; and the District shall not
130 deny services to an individual for making such a request.

131 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

Dates Revised: June 18, 2008; October 15, 2012; April 29, 2014

(Replaces former Cerritos CCD Policies 4103.1, 4103.2, 4103.3)

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 AP 5050 STUDENT SUCCESS AND SUPPORT PROGRAM

2 References:

- 3 Education Code, Sections 78210 et seq.;
- 4 Title 5, Sections 55500 et seq.;
- 5 ACCJC Accreditation Standard II.C.2

6 The Student Success and Support Program brings the student and the District into
7 agreement regarding the student’s educational goal through the District’s established
8 programs, policies, and requirements. The agreement is implemented by means of the
9 student educational plan.

10 A student entering into an educational plan will do all of the following:

- 11 • identify an education and career goal;
- 12 • identify a course of study;
- 13 • ~~be assessed~~ complete an assessment/placement process to determine
14 appropriate course placement;
- 15 • complete orientation;
- 16 • participate in the development of the student educational plan no later than the first
17 term;
- 18 • ~~complete a student educational plan no later than the term after which the student~~
19 ~~completes 15 semester units of degree applicable credit coursework;~~
- 20 • ~~diligently attend class and complete assigned coursework; and~~
- 21 • ~~complete courses and maintain progress toward an educational goal.~~

22 The College’s Student Success and Support Program services include, but are not limited
23 to, all of the following:

- 24 • orientation on a timely basis, information concerning campus procedures,
25 academic expectations, financial assistance, and any other appropriate matters;
- 26 • assessment/placement, orientation, and counseling upon admission, which shall
27 include, but not be limited to, all of the following:
 - 28 ○ ~~administration~~ completion of assessment/placement instruments to
29 determine student competency in computational and language skills;
 - 30 ○ assistance to students in the identification of aptitudes, interests, and
31 educational objectives, including, but not limited to, associate of arts
32 degrees, transfer for baccalaureate degrees, and career and technical
33 certificates and licenses;
 - 34 ○ evaluation of student study and learning skills;
 - 35 ○ referral to specialized support services as needed, including, but not limited
36 to, federal, state, and local financial assistance; health services; mental

37 health services; campus employment placement services; Extended
38 Opportunity Programs and Services; campus child care services; programs
39 that teach English as a second language; and services for students with
40 disabilities;
41 ○ advisement concerning course selection; and
42 ○ follow-up services, and required advisement or counseling for students who
43 are enrolled in remedial courses, who have not declared an educational
44 objective as required, or who are on academic probation.

45 The District shall not use any assessment/placement instruments except those
46 specifically authorized by the Board of Governors of the California Community Colleges.

47 **Cerritos AOC: Mandatory Assessment/Placement, Orientation, and Counseling**
48 English, math, and ESL reading assessment/placement; new student orientation; and
49 counseling are highly recommended for all students and mandatory for first-time college
50 students who wish to enroll in their first term, subject to established exemption criteria.

51 *Cerritos AOC Exemption Criteria*

52 Students may be exempted from *Cerritos AOC*, or components of *Cerritos AOC*, if they
53 have any one of the following:

- 54 • an associate's degree or higher earned from an accredited college or university in
55 the United States;
- 56 • 60 units completed at an accredited college or university in the United States;
- 57 • full-time enrollment status at another college, university, or high school; or
- 58 • a declared educational goal of:
 - 59 ○ advancing in current job and/or career;
 - 60 ○ maintaining job/professional certification or licensure;
 - 61 ○ obtaining a high school diploma or GED; or
 - 62 ○ obtaining personal development.

63 Students may be exempt from the assessment/placement component of *Cerritos AOC* if
64 they have completed college coursework in English or ESL, or mathematics, ~~and~~
65 ~~reading~~ with a grade of "C" or the equivalent, or better.

66 These exemption criteria shall not be used to exempt students from course prerequisites.

67 **Challenges, Appeals, and Violations of Matriculation Regulations**

68 Student challenge of duly adopted matriculation regulations or appeal of individual
69 determinations is subject to consideration by a Cerritos College counselor and/or the
70 Academic Records and Standards Committee.

71 Assessment/placement, orientation, counseling, prerequisites or co-requisites, and/or
72 any other matriculation regulation believed to have been applied in a discriminatory
73 manner is subject to investigation, adjudication, and referral by the Director of Diversity,
74 Compliance, and Title IX Coordinator.

- 75 Also see AP 4260 titled Prerequisites and Co-requisites, AP 5052 titled Open Enrollment,
76 AP 5530 titled Student Rights and Grievances
- 77 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

Dates Revised: June 18, 2008; May 9, 2011

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 **AP 5130 FINANCIAL AID**

2 **References:**

- 3 Education Code, Sections 66021.6, 66025.9 and 76300;
4 Title 5, Sections 55031, 58600 et seq.
5 20 U.S. Code, Sections 1070 et seq.;;
6 34 CFR, Section 668 (U.S. Department of Education regulations on the Integrity of
7 Federal Student Financial Aid Programs under Title IV of the Higher Education Act
8 of 1965, as amended);
9 ACCJC Accreditation Standard III.D.15

10 Cerritos College offers a full array of financial aid programs in the form of grants,
11 employment, loans, and scholarships. These funds are intended to assist students with
12 the cost of education, which include: fees, books, supplies, food, housing, transportation,
13 and personal expenses.

14 The Financial Aid Office provides students and the community a better understanding of
15 financial aid programs and services available that can help students with fees, books,
16 supplies, transportation, housing, and other related educational expenses.

17 **Basic Student Eligibility Requirements for Federal Student Aid**

- 18 • Be enrolled as a regular student in an eligible program which includes certificate,
19 associate in arts degree, or transfer programs
20 • Cannot also be enrolled in elementary or secondary school
21 • Have a high school diploma or equivalent, ~~or have been home-schooled at the~~
22 ~~secondary level~~
23 • ~~Make~~ **Maintain** satisfactory academic progress
24 • Meet enrollment status requirements
25 • Have resolved any drug conviction issue
26 • Be a **U.S.** citizen or eligible non-citizen
27 • Have resolved any default on a FSA loan or overpayment
28 • Have a valid social security number
29 • Males ages 18-25 must register with the Selective Service System or meet
30 exemption requirements
31 • Resolve any conflicting information
32 • Submit all required documentation that may be requested by the Financial Aid
33 Office

34 There are also program-specific eligibility requirements that may be required.

35 **Application Process**

36 Step 1 – Apply

- 37 • Submit a Free Application for Federal **Student** Aid (FAFSA) at www.fafsa.gov
- 38 • Cerritos College Federal School Code is 001161
- 39 • If not a U.S. citizen or eligible non-citizen and qualify for AB 540 / AB 2000 / SB 68
- 40 status, submit a California Dream Act Application at www.caldreamact.org to apply
- 41 for state aid.

42 Step 2 – Submit Forms

- 43 • ~~Read Missing Information Letter or View To Do List~~ on MyCerritos or read missing
- 44 information letter, which lists required documents to complete student file
- 45 • Download required forms from www.cerritos.edu/finaid
- 46 • Submit the required forms to the Financial Aid Office in person, by mail, e-mail, fax,
- 47 or drop-box

48 Step 3 – ~~Review Award Letter~~ View Awards

- 49 • Review award ~~letter~~ notification on the MyCerritos Message Center
- 50 • ~~or~~ View awards on MyCerritos at <http://my.cerritos.edu/>
- 51 • Meet Satisfactory Academic Progress (SAP) standards to receive awards

52 Step 4 – Receive Financial Aid Disbursement

- 53 • ~~Receive and activate Cerritos Falcon Card at www.cerritosfalconcard.com~~ refund
- 54 selection kit and select refund choice online at www.refundselection.com using the
- 55 personal access code
- 56 • The Financial Aid Office will disburse grants, scholarships, and/or loans
- 57 • View account activity online at MyCerritos for refund status

58 **Important Dates**

- 59 • **January** October 1 – FAFSA and California Dream Act Application becomes
- 60 available for upcoming award year. Submit financial aid application online
- 61 at www.fafsa.gov.
- 62 • **March 2** – Cal Grant application deadline. Submit both FAFSA or California
- 63 Dream Act Application and GPA Verification forms.
- 64 • **March through April** – ~~Respond to Missing Information Letter (MIL) or View To~~
- 65 ~~Do's on MyCerritos.~~ Submit all required documentation to the Financial Aid Office.
- 66 • **July** – Financial Aid Office ~~begins mailing~~ sends award notification letters to
- 67 students via MyCerritos Message Center.

68 **Federal Programs**

- 69 • **Federal Pell Grants** are awarded to eligible undergraduate students. The amount
- 70 of money awarded is based upon a student's Expected Family Contribution (EFC),
- 71 the number of units enrolled, and the cost of attendance.

- 72 • **Federal Supplemental Educational Opportunity Grant (FSEOG)** is awarded to
- 73 eligible undergraduate students with exceptional financial need. It is awarded on

74 a “first-come, first-served” basis and is dependent upon funds available. Students
75 must have a zero EFC and be enrolled in at least six units to receive funds.

76 • **Federal Work-Study (FWS)** is a program with limited funding which provides
77 employment to help pay for part of a student’s educational costs. This program is
78 based on financial need and, if awarded, is part of a student’s award package.
79 Students on FWS may work approximately 15 hours per week on or off campus.
80 Students must submit a separate FWS application in addition to the FAFSA to
81 apply for FWS.

82 • **William D. Ford Federal Direct Subsidized and Unsubsidized Loans** must be
83 repaid. Students must complete a FAFSA first. Once a student receives a financial
84 aid award **notification letter**, the student may apply for a student loan
85 at www.cerritos.edu/financial-aid/programs/loans.htm <http://www.cerritos.edu/financial-aid/programs/loans.htm>. The amount of loans range from \$3,500 to \$10,500 per
86 academic year. Loan amounts will be determined at the time the Financial Aid
87 Office certifies a loan application.
88

89 Both entrance and exit counseling are requirements of the William D. Ford Federal
90 Direct Loan Program. Students must maintain at least half-time enrollment status
91 to receive a loan. Once a student receives loan funds, the student must maintain
92 reasonable progress toward a certificate, associate degree, or transfer program.

93 In reviewing a request for any loan, the Financial Aid Office may use “professional
94 judgment” to deny a student a loan on a case-by-case basis. If denied a loan, a student
95 will receive a letter from the Financial Aid Office indicating the reason(s) for the loan
96 denial.

97 State Programs

98 • ~~Board of Governors Fee Waiver (BOGFW)~~ **California College Promise Grant**
99 is a program that provides assistance to cover community college enrollment fees.
100 To be eligible, a student must be a California resident **or eligible AB 540 / AB 2000**
101 **/ SB 68, AB1899, and/or a California resident homeless youth** and must qualify
102 under one of the following conditions:

- 103 1. Student or parent must currently be receiving Temporary Assistance for Needy
104 Families (TANF), CalWORKs, Supplemental Security Income (SSI), State
105 Supplemental Program (SSP), or General Assistance (GA). Documentation is
106 required.
- 107 2. Student must meet income standards based on family size. Documentation
108 may be required.
- 109 3. Student must have applied for FAFSA and demonstrate financial need.
- 110 4. **Student must qualify for one of the special classifications.**

111 • **The Cal Grant Program** is a state-funded educational opportunity program to
112 assist students in paying for a college education. There are entitlement awards as
113 well as competitive awards. Application deadlines are in early March and

114 September for community college students. [Types of Cal Grants can be found](http://www.csac.ca.gov)
115 [at www.csac.ca.gov](http://www.csac.ca.gov) or www.calgrants.org.

116 All basic Cal Grant eligibility requirements are as follows:

- 117 1. be a California resident [or AB 540 / AB 2000 / SB 68](#);
- 118 2. be a U.S. citizen or eligible non-citizen;
- 119 3. meet U.S. Selective Service requirements;
- 120 4. attend a qualifying California postsecondary institution;
- 121 5. be enrolled at least half-time;
- 122 6. maintain satisfactory academic progress as defined at the school of
- 123 attendance;
- 124 7. have family income and assets below the established ceilings;
- 125 8. not be in default on any student loan;
- 126 9. not owe any federal or state grant refund; and
- 127 10. not have a bachelor's or professional degree before receiving a Cal Grant
- 128 (except for extended Cal Grant A or B awards for a teaching credential
- 129 program).

130 ~~● **Cal Grant B Entitlement Awards** are for every graduating high school senior who~~
131 ~~has at least a 2.0 GPA, meets all the Cal Grant requirements, and applies by March~~
132 ~~2 within one year of graduating or receiving their GED. This Entitlement Award~~
133 ~~provides up to \$1,551 for books and living expenses for the first year. Beginning~~
134 ~~with the second year of Cal Grant B benefits, this award also helps pay for tuition~~
135 ~~and fees at public or private four-year colleges or other qualifying institutions.~~

136 ~~● **Cal Grant B Competitive Awards** are for students who are not eligible for the~~
137 ~~Entitlement Awards. Awards are for students who have at least a 2.0 GPA, meet~~
138 ~~all the Cal Grant requirements, and apply by either the March 2 or September 2~~
139 ~~deadline. The award provides up to \$1,551 for books and living expenses for the~~
140 ~~first year. Beginning with the second year of Cal Grant B benefits, this award also~~
141 ~~helps pay for tuition and fees at public or private four-year colleges or other~~
142 ~~qualifying institutions.~~

143 ~~● **Cal Grant C Awards** are available to assist students with tuition, fees, and training~~
144 ~~costs for occupational or vocational programs. The \$576 Cal Grant C award~~
145 ~~provides for books, tools, and equipment. To qualify for Cal Grant C awards,~~
146 ~~students must meet basic eligibility requirements and be enrolled in a vocational~~
147 ~~program that is at least four months in length. For more information, visit the~~
148 ~~California Student Aid Commission website at www.csac.ca.gov.~~

149 ● [Student Success Completion Grant](#) is a state grant awarded to Cal Grant
150 [students who take 12 units or more units per semester and have financial need.](#)
151 [This grant provides an incentive to encourage students to complete their](#)
152 [educational goal sooner by taking 15 units or more. Students who enroll in 15](#)
153 [units or more will receive an increased award amount.](#)

154 • **Extended Opportunity Program and Services (EOPS)** is a state-funded
155 program to provide educationally and economically disadvantaged students
156 assistance, including grants, EOPS nomination waivers, admission waivers to UCs
157 and CSUs, and transfer assistance. Moreover, the EOPS Program provides a
158 number of retention programs such as Supplemental Instruction (SI), learning
159 communities in the Achievement in Mathematics (AIM) program, and Summer
160 Bridge program. All three programs involve social and academic integration
161 activities for students outside of the classroom. Courses in these programs are
162 taught by a faculty member and faculty counselor.

163 Admission into the EOPS Program requires that a student meet either ~~BOGG~~
164 [California College Promise Grant](#) A or B standards, complete a FAFSA or
165 [California Dream Act Application](#), enroll in 12 units, meet with an EOPS counselor
166 three times during each semester, and have earned less than 70 degree applicable
167 units from all colleges/universities attended.

168 • **CARE Grants** are available to students who are current recipients of TANF, in
169 CalWORKs, single, head of household, have at least one child under the age of
170 14, enrolled in 12 units or more, and have been admitted into the EOPS Program.
171 Students wishing to enter the program must attend a Mini-Conference/Orientation
172 and workshops and may be eligible for a grant and/or service.

173 **Scholarships**

174 Scholarships do not have to be repaid. The Financial Aid Office is the steward of a
175 number of scholarships that may or may not require financial need. Applications are
176 available in the Financial Aid Office. For information on scholarships,
177 visit www.cerritos.edu/finaid/scholarship.htm .

178 **Concurrent Enrollment**

179 Students are only eligible to receive financial aid at one college and/or university each
180 enrollment period, with the exception of scholarships and the ~~Board of Governors Fee~~
181 ~~Waiver~~ [California College Promise Grant](#). Students attending more than one college
182 and/or university at the same time should check with each institution regarding its rules
183 about scholarship eligibility. If a student receives financial aid from more than one college
184 or university during the same enrollment period, they may be ineligible to receive funds
185 and may be required to pay back the money to at least one of the institutions, and may
186 be assigned to the Department of Education for collections.

187 **Disbursements**

188 Financial Aid disbursements are calculated based on a student's Expected Family
189 Contribution (EFC), financial aid need, the availability of funds, and the number of units
190 in which the student is enrolled each semester.

191 For students enrolled in courses which are less than 18 weeks in length during the fall or
192 spring semester(s), units will be counted toward the total units for the entire semester.
193 Financial Aid disbursements will first be applied to cover any mandatory charges on the

194 student's account and the remaining balance will be refunded to the student via electronic
195 disbursement.

196 Students enrolled in distance education programs (online courses) may experience a
197 delay in their Title IV financial aid disbursement until the student has participated in the
198 distance education program for a longer and more substantiated period of time (i.e., until
199 an exam has been given, completed and graded, or a paper has been submitted).

200 Students who are on Warning, Probation, or Termination status may experience a
201 financial aid disbursement delay in their next semester until all grades are posted and
202 **SAP Satisfactory Academic Progress** is evaluated.

203 Waitlist courses are not and will not be considered as officially enrolled units. There is a
204 limit on repeated coursework for purposes of determining the enrollment status. If a
205 student passes a course, one repetition may be included in his/her enrollment status.
206 However, any subsequent repetition may not be included in the enrollment status.

207 ~~Disbursements are refunded electronically on the Cerritos Falcon Card. Students must~~
208 ~~activate their card and select a refund preference at www.cerritosfalconcard.com. The~~
209 ~~refund preferences are as follows:~~

- 210 1. ~~Easy Refund, in which the disbursement will be made directly to the Cerritos~~
211 ~~Falcon Card; or~~
- 212 2. ~~ACH, in which a direct deposit is made to the student's existing bank account. The~~
213 ~~ACH option takes 2-3 additional business days.~~

214 ~~Students may be required to provide proof of their identity to Higher One banks. Higher~~
215 ~~One may request a copy of any government issued photo identification. Students need~~
216 ~~to keep their card as long as they are a student at Cerritos College.~~

217 Students awarded financial aid will be sent a refund selection kit. They will go
218 to www.refundselection.com to choose their refund choice. Students can have an
219 electronic deposit go to their own bank account or choose a BankMobile Vibe account.
220 Students are sent an e-mail notification when their refund is processed and disbursed.

221 **Pell Grant Adjustments**

222 The Financial Aid Office will check student enrollment status on the census date for each
223 semester. A Pell Grant adjustment may be made based on a student's enrollment status
224 at that time. If a student's enrollment status (full-time, three-quarter time, half-time, less
225 than half-time) has increased, it may result in an increase to the Pell Grant award. If a
226 student is due an additional Pell Grant, the grant will be disbursed to his/her
227 account. If a student's enrollment status has decreased, the student may owe a
228 repayment of Pell Grant funds. Classes added after the census date will not be funded,
229 including late start classes. Students can view the census date for each term on the
230 Financial Aid Office's disbursement schedule page at www.cerritos.edu/finaid.

231 **Withdrawals, Incompletes, Repeated Courses, and Transfer Credit**

232 Incompletes, no pass courses, courses noted as excluded, repeated courses, and
233 withdrawals are counted as attempted units in calculating the pace of progress. Courses
234 noted as excluded on the transcripts are not counted for purposes of the cumulative GPA.
235 Grades removed through academic renewal are still counted for pace of progress and
236 GPA requirements. Transfer credits are counted as attempted units and completed units
237 toward the 150% maximum time frame.

238 **Return of Title IV Funds**

239 Students who withdraw from all courses (~~drop to 0 units~~) before completion of 60%
240 (~~approximately the 11th week~~) of any semester, or fail to receive at least one passing
241 grade within the semester, will be required to repay all or some of the following:

- 242 • Federal financial aid including Pell Grant, Supplemental Education Opportunity
243 Grant (SEOG), and/or Loans.
- 244 • All registration fees (per unit fee, student identification fee, student health fee, lab
245 fees) for each of the classes the student was enrolled in, even if those fees were
246 covered by the ~~Board of Governors Fee Waiver~~ [California College Promise Grant](#).

247 Students who fail to attend the first class meeting, or are reported as a “no show” by the
248 instructor(s), will be required to repay all financial aid received. Students will also be
249 responsible for repaying the entire amount of the registration fees (per unit fee, student
250 identification fee, student health fee, lab fees) for all of the units in which the student was
251 enrolled, even if those fees were covered by the ~~Board of Governors Fee Waiver~~ program
252 [California College Promise Grant](#). Students’ academic records will be placed on “hold”
253 status until repayment is made. In the event students are required to repay financial aid
254 funds, the Financial Aid Office will notify the student in writing of the amount they owe.
255 Failure to pay will result in being referred to collections.

256 **Satisfactory Academic Progress (SAP) Standards**

257 To be eligible for financial aid, students must make satisfactory academic progress toward
258 their educational goals. The Financial Aid Office monitors progress using both qualitative
259 and quantitative standards at the end of each semester. It is the student’s responsibility
260 to make sure that they meet these standards. Below is an explanation of each standard:

- 261 • Grade Point Average (GPA) Requirement (Qualitative)
262 Students are required to maintain at least a 2.0 cumulative GPA. The GPA
263 standard is used at all times in the determination of financial aid eligibility, even if
264 students do not receive financial aid.
- 265 • Unit Completion Requirement – Pace of Progress (Quantitative)
266 Students are required to complete 70% of the units in which they have attempted.
267 The cumulative units completed will be divided by the cumulative units attempted
268 to calculate the pace of progress. All units are considered in this calculation. Units
269 for which a grade of W, I, NP, NC, and/or F was received are considered as units
270 attempted, but not completed. [Military withdrawals \(MW\) will not be counted.](#)
- 271 • Maximum Time Frame Requirement (Quantitative)

272 Students must complete their educational program within a maximum time frame
273 of 150% of the published program's required units. For example, associate in arts
274 degree and transfer programs generally require 60 units. Therefore, 150% of the
275 required units for those programs would be 90 units.

276 Students will be required to meet with a counselor and create an educational plan
277 based on their educational program once the student attempts the following:
278 ○ 60 units (excluding remedial and ESL units) for associate in arts degree or
279 transfer programs
280 ○ 30 units (excluding remedial and ESL units) for a certificate program

281 ~~Students must submit their educational plan to the Financial Aid Office for review.~~
282 ~~The Financial Aid Office will notify students regarding their eligibility for financial~~
283 ~~aid.~~

284 If at any point in time it is determined that the student cannot complete his/her
285 educational program within the 150% time frame, the student will be immediately
286 disqualified from financial aid (with the exception of the ~~Board of Governors Fee~~
287 ~~Waiver~~ California College Promise Grant). It is the student's responsibility to read
288 and understand the Financial Aid Satisfactory Academic Progress (SAP)
289 Standards.

290 ● Warning
291 Students will be placed on warning status after a semester if they have not met the
292 unit completion requirement and/or the 2.0 GPA requirement. If placed on financial
293 aid warning status, students may remain eligible for financial aid. Students will
294 receive a ~~letter notifying them~~ notification of their status on MyCerritos Message
295 Center and how to avoid ~~termination~~ disqualification.

296 ● Termination Disqualification
297 Students will be placed on ~~termination~~ disqualification status after ~~remaining a~~
298 semester on warning status ~~for a semester and~~ if they still have not met the unit
299 completion requirement and/or the 2.0 GPA requirement. If placed on ~~termination~~
300 disqualification status, students will no longer be eligible to receive financial aid,
301 with the exception of the ~~Board of Governors Fee Waiver~~ California College
302 Promise Grant.

303 ● Reestablishing Eligibility
304 Students may reestablish their eligibility by meeting the 2.0 cumulative Grade Point
305 Average (GPA) requirement (Qualitative) and 67% Unit Completion requirement –
306 Pace of Progress (Quantitative) standards.

307 SAP Appeals Process

308 If students are disqualified due to GPA, Unit Completion, and/or Maximum Time Frame,
309 they have the option to appeal their status. The appeal should include the following:

310 ● A statement explaining in detail your situation and reason(s) for not meeting the
311 SAP standards with supporting documentation.

- 312 • A statement explaining what has changed in your situation and how you plan to
313 improve your progress to meet the SAP standards.
314 • Proof of completion of the 2 GetSAP counseling sessions: 1.) Impact of SAP and
315 2.) SAP Appeal Process. Sessions can be completed at [cerritos.get-](http://cerritos.get-counseling.com)
316 [counseling.com](http://cerritos.get-counseling.com). If you completed the videos in the prior year, you do not need to
317 complete them again.

318 Students must submit their appeal to the Financial Aid Office by the appropriate deadline
319 for the semester you are appealing.

320 All appeals will be reviewed by the Dean of Student Support Services or designee and
321 approved for probation, referred for an academic plan, or denied based on the student's
322 individual circumstances.

323 If the appeal is approved, student will be placed on probation status for the semester.

324 If student will not be able to meet the SAP standards at the end of the subsequent
325 semester, the appeal may be denied. All decisions are final and there is no higher appeal.

326 If there are grade changes for a prior semester, notify the Financial Aid Office by
327 submitting a written statement along with your transcripts to document the change. The
328 Financial Aid Office will review and make a correction to your SAP status if approved.

329 The Financial Aid Office will notify students regarding their eligibility for financial aid.

330 The Financial Aid Office's Policies and Procedures Manual contains the most recent
331 information regarding financial aid. This document is reviewed and updated periodically.
332 The Financial Aid website, at ~~www.cerritos.edu/finaid/~~ [the current Cerritos College](#)
333 [Catalog, and Class Schedule](#) also include additional information describing financial aid
334 procedures and the Financial Aid Office includes key financial aid information in the
335 current Cerritos College Catalog and Class Schedule [including resources, services,](#)
336 [processes, and procedures.](#)

337 **Misrepresentation**

338 Misrepresentation is defined as any false, erroneous or misleading statement that the
339 District, a representative of the District, or a service provider with which the District has
340 contracted to provide educational programs, marketing, advertising, recruiting or
341 admissions services, makes directly or indirectly to a student, prospective student, a
342 member of the public, an accrediting agency, a state agency, or the United States
343 Department of Education.

344 A misleading statement includes any statement that has the likelihood or tendency to
345 deceive or confuse. If a person to whom the misrepresentation was made could
346 reasonably be expected to rely, or has reasonably relied, on the misrepresentation, the
347 misrepresentation would be substantial.

348 This policy does not apply to statements by students through social media outlets or by
349 vendors that are not providing covered services, as reflected herein.

350 These procedures may change from time to time and may be superseded by current state
351 and federal laws and regulations.

352 **Loss of Eligibility for ~~BOG Fee Waiver~~ California College Promise Grant**
353 A student shall become ineligible for a ~~Board of Governors (BOG) Fee Waiver~~ California
354 College Promise Grant if the student is placed on academic or progress probation, or any
355 combination thereof, for two consecutive primary terms. Loss of eligibility shall become
356 effective at the first registration opportunity after such determination is made.

357 The District shall notify students of their placement on academic or progress probation no
358 later than thirty days following the end of the term that resulted in the student's placement
359 on probation. The notification must clearly state that two consecutive primary terms of
360 probation will lead to a loss of the ~~BOG Fee Waiver~~ California College Promise Grant until
361 the student is no longer on probation. The notification must also advise students about
362 the available student support services to assist them in maintaining eligibility.

363 The District shall adopt, prominently display, and disseminate policies ensuring that
364 students are advised about the student support services available to assist them in
365 maintaining and reestablishing eligibility ~~BOG Fee Waiver~~ California College Promise
366 Grant eligibility. Dissemination includes, but is not limited to, information provided in
367 college catalogs and class schedules.

368 The District shall establish written procedures by which a student may appeal the loss of
369 a ~~BOG Fee Waiver~~ California College Promise Grant due to extenuating circumstances,
370 or when a student with a disability applied for, but did not receive, a reasonable
371 accommodation in a timely manner. Extenuating circumstances are verified cases of
372 accidents, illnesses, or other circumstances that might include documented changes in
373 the student's economic situation or evidence that the student was unable to obtain
374 essential student support services. Extenuating circumstances also includes special
375 consideration of the specific factors associated with Veterans, CalWORKs, EOPS, and
376 DSPS student status.

377 Foster Youth shall not be subject to loss of ~~BOG Fee Waiver~~ California College Promise
378 Grant due to placement on academic or progress probation. This exemption for Foster
379 Youth is effective until the date specified in Education Code section 66025.9(c).

380 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

Dates Revised: May 7, 2012; November 18, 2013; May 9, 2016

(Replaces former Cerritos CCD Policies 4703.1 and 4703.2)

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 **AP 5140 DISABLED STUDENT PROGRAMS AND SERVICES**

2 **References:**

3 Title 5, Sections 56000 et seq. and 56027

4 Under the general direction of the Vice President of Student Services, the Dean of
5 Disabled Student Programs and Services is responsible for developing and administering
6 regulations and procedures for DSPS. The Dean is further responsible for the
7 implementation of all applicable state and federal requirements specific to ~~the disabled~~
8 ~~and is designated the 504/ADA Coordinator in concert with the Vice President of Human~~
9 ~~Resources or designee~~ students with disabilities.

10 Certificated DSPS specialists will implement procedures to assure an organized and
11 functioning program of services for assigned disability management categories.
12 Classified DSPS paraprofessionals will implement procedures under the
13 general ~~supervision~~ guidance of the DSPS certificated specialist.

14 **Regulations and Procedures**

15 In accordance with state and federal statutes, the Cerritos Community College District
16 supports the development of programs and implementation of special services for
17 students with disabilities to assist them in matriculating at and remaining in college and
18 to profit from their educational experiences.

19 **Student Rights and Responsibilities**

20 Students with disabilities receiving support services or instruction shall not preclude the
21 student from participating in any other course, program or activity offered by the college.
22 All Records maintained by DSPS personnel pertaining to students with disabilities shall
23 be protected from disclosure and shall be subject to all other requirements for handling
24 of student records.

25 Students receiving support services or instruction from DSPS shall: (1) comply with the
26 student code of conduct adopted by the college and all other ~~applicable~~
27 regulations applicable to student conduct; (2) be responsible in their use of DSPS
28 services and adhere to written service provision policies and procedures adopted by
29 DSPS; and (3) make measurable progress toward the goals established in the academic
30 accommodation plan. DSPS policies may include provisions for suspension or
31 termination of DSPS services where a student fails to comply with their responsibilities.
32 Such policies shall provide written notice to the student prior to the suspension or
33 termination and shall afford the student an opportunity to appeal the decision. Each
34 student shall be given a copy of this policy upon first applying for services from DSPS.

35 **Delivery of DSPS Services**

36 DSPS Services will be delivered available to but not limited to: (1) physically disabled
37 students including those with mobility, orthopedic, visual, and other health impairments;
38 (2) communicatively disabled students including those with speech and language and
39 hearing impairments; (3) learning disabled students including those who are
40 developmentally delayed and acquired brain injured; (4) psychologically disabled
41 students; and (5) those students not identified in (1) – (4) who are defined as disabled by
42 statute. students with the following disabilities: physical disability, deaf and hard of
43 hearing, blind and low vision, learning disability, acquired brain injury (ABI), Attention
44 Deficit Hyperactivity Disorder (ADHD), Intellectual Disability, Autism Spectrum, mental
45 health disability, and other health conditions and disabilities.

46 Support services and ~~electronic or information accessibility~~ which assistive technology
47 which are designed to mitigate the educational limitations resultant from a disability will
48 be made available to enable students to participate in the regular activities, programs,
49 and classes at Cerritos. It should also be noted that Information and Communication
50 Technology, Instructional Materials, Instructional Programs, and accessible facilities
51 represent a broader institutional responsibility because access is an institutional
52 responsibility. Students' verified disabilities and educational limitations will be identified
53 by the appropriate DSPS professional staff and described in the academic
54 accommodation plan. The academic accommodation plan will be developed in
55 consultation with the student via an interactive process.

56 Students with disabilities have the right to receive reasonable academic adjustments,
57 auxiliary aids, and services in order to create an educational environment where they
58 have equal access to instruction without fundamentally altering any course, educational
59 program, or degree. Students with disabilities are not required to register with DSPS.
60 The college's assigned 504/508/ADA Coordinator is the contact point for students with
61 professionally verified disabilities not participating in DSPS who need reasonable
62 accommodations in order to equally participate in the regular educational programs of the
63 college. ~~For~~ However, for reasonable accommodations in the academic environment to
64 be implemented, the student must request such accommodations from a DSPS
65 professional or 504/508/ADA Coordinator in a timely manner prior to the activity to be
66 accommodated.

67 ~~Special instruction~~ Educational assistance classes may be made available to address the
68 educational limitations of students with disabilities who would be unable to benefit from
69 regular college classes even with appropriate ~~support services and~~
70 accommodations academic adjustments, auxiliary aids, and services. Staff providing
71 such instruction shall meet appropriate state minimum qualification requirements.

72 **Special Class Repeatability**

73 ~~Special instruction may be made available to address the educational limitations of~~
74 ~~students with disabilities who would be unable to benefit from regular college classes~~
75 ~~even with appropriate support services and accommodations. Students may repeat~~
76 ~~DSPS Special Classes for a limited number of times under the following conditions:~~

- 77 1. ~~When the continuing success of the student in other general and/or special classes~~
78 ~~is dependent on additional repetitions of a specific class.~~
79 2. ~~When additional repetitions of a special class are essential to completing a~~
80 ~~student's preparation for enrollment into regular or special classes.~~
81 3. ~~When the student has an academic accommodation plan which involves a goal~~
82 ~~other than completion of a special class in question and repetition of the course~~
83 ~~will further the achievement of that goal.~~

84 ~~Staff providing such instruction shall meet appropriate state minimum qualification~~
85 ~~requirements.~~

86 **Academic Adjustments, Auxiliary Aids, and Services for Students with Disabilities**

87 The District maintains a policy and procedure for responding, in a timely manner, to
88 accommodation requests from students with disabilities involving academic adjustments,
89 auxiliary aids, and services. This procedure provides for an individualized review of each
90 request. For reasonable accommodations in the academic environment to be
91 implemented, the student must request such accommodation from a DSPS professional
92 in a timely manner. The procedure permits the ~~Section 504 Coordinator~~ [504/508/ADA](#)
93 [Coordinator](#) to make an interim decision pending a final resolution.

94 **DSPS Program Plan**

95 The District maintains a plan for the provision of programs and services to students with
96 disabilities designed to assure that they have equality of access to District classes and
97 programs. The Program Plan will define the long-range goals and short-term measurable
98 objectives for the program and activities to accomplish the goals.

99 **DSPS Staffing**

100 The Dean of Disabled Student Programs and Services shall be responsible for the day-
101 to-day operation of DSPS and meet the minimum qualifications established in Section
102 56048. All persons employed in DSPS as counselors or instructors of students with
103 disabilities shall meet the minimum qualifications Section 53414 of Title 5.

104 **DSPS Advisory Committee**

105 The DSPS shall establish an advisory committee which shall meet not less than once per
106 year. The advisory committee shall, at a minimum, include students with disabilities and
107 representatives of the disability community and agencies or organizations serving
108 persons with disabilities.

109 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

Dates Revised: September 24, 2012; December 2, 2013

(Replaces former Cerritos CCD Policy 4600)

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 **BP 5150 EXTENDED OPPORTUNITY PROGRAMS AND SERVICES**

2 **References:**

3 Education Code, Sections 69640 – 69656;
4 Title 5, Sections 56200 et seq.

5 The Extended Opportunity Programs and Services (EOPS) is established to provide
6 support services and programs that are in addition to the traditional student services
7 programs in order to assist students who have ~~language, social,~~ educational and
8 economic disadvantages to succeed academically in the College. The services may
9 include, but are not limited to, priority registration, outreach, recruitment, orientation,
10 assessment, tutorial services, counseling and advising, book vouchers, transportation
11 support, and financial assistance.

12 The President/Superintendent and the Vice President of Student Services in consultation
13 with the EOPS Director shall assure that the EOPS Program conforms to all requirements
14 established by the relevant law and regulations.

15 Office of Primary Responsibility: Vice President, Student Services

16 Also see AP 5150 titled Extended Opportunity Programs and Services

Date Adopted: May 16, 2007
(Replaces former Cerritos CCD Policy 4702)

The committee agreed to the proposed changes on February 11, 2019.

Student Services

1 AP 5150 EXTENDED OPPORTUNITY PROGRAMS AND SERVICES

2 References:

- 3 Education Code, Sections 69640-69656;
4 Title 5, Sections 56200 et seq.

5 Extended Opportunity Programs and Services (EOPS) is a state-funded program
6 designed for the recruitment and retention of California residents who are affected by
7 language, social, and economic disadvantages.

8 EOPS assists students in reaching their educational goals through academic support and
9 financial assistance. EOPS students are generally characterized as full-time, low income,
10 non-traditional students who come to the college environment educationally under-
11 prepared and who may not achieve their fullest academic potential without EOPS
12 intervention.

13 To be eligible for EOPS, a student must:

- 14 • Be a California resident;
15 • Be enrolled as a full-time student;
16 • Have fewer than 70 degree applicable units completed;
17 • Complete a Free Application for Federal Student Aid (FAFSA) application and qualify
18 to receive a Board of Governors Fee Waiver under Method A or B or have a zero
19 Expected Family Contribution (EFC);
20 • Complete an EOPS Application and attend an orientation or information session;
21 • Meet with the EOPS counselor twice each semester;
22 • Be admitted into the program and approved for EOPS services; and
23 • Be educationally disadvantaged, as determined by the EOPS Director or designee.
24 In making that determination, the EOPS Director shall consider one of the following
25 factors:

- 26 1. Not qualified at the college of attendance for enrollment into the minimum level
27 English or mathematics course that is applicable to the associate degree;
28 2. not have graduated from high school or obtained the General Education
29 Diploma (G.E.D.);
30 3. graduated from high school with a grade point average below 2.50 on a 4.00
31 scale;
32 4. been previously enrolled in remedial education; and/or
33 5. other factors set forth in the District's plan submitted to the Chancellor's Office
34 pursuant to Title 5, Section 56270.

35 The only factors approved by the Chancellor's Office for criteria #5 (above) are:

- 36 a. The student is a first generation college student (neither parent has
37 successfully attended college); or
38 b. The student is a member of an underrepresented group targeted by
39 District/College student equity goals; or
40 c. The student and/or the parents are non-native English speakers; or
41 d. The student is an emancipated foster youth.

42 An EOPS applicant needs only to meet one of the five criteria to be considered
43 educationally disadvantaged. "It is the intent and purpose of the Legislature in
44 establishing the California Community College Extended Opportunity Programs and
45 Services (EOPS) to encourage local community colleges to establish and implement
46 programs directed to identifying those students affected by language, social, and
47 economic handicaps."

48 EOPS adheres to the Rules and Regulations set forth by the California Education Code
49 Chapter 2.5 of Division 8, Part VI of Title 5 of the State of California Education Code.
50 Additional program information is contained in the yearly Program Plan for EOPS and the
51 Cerritos College EOPS website.

52 **Delivery of EOPS**

53 Delivery of EOPS and grants is subject to admission into EOPS which is based on a
54 student meeting a number of Title 5 regulations, such as full-time student status, eligibility
55 standards, Financial Aid and EOPS Matriculation Standards, and Grant Provisions.
56 Progress standards must conform to Federal regulations under Section 668. Allowance
57 to cover food and drinks through either meal tickets or food served at EOPS general
58 student functions. EOPS early registration is allowed for EOPS students through Title 5,
59 Section 56232[c].

60 **Program and Services**

61 ~~The EOPS Programs will include but not be limited to the EOPS Summer Bridge Program,~~
62 ~~college orientation, academic or vocational counseling, registration assistance, EOPS or~~
63 ~~care grants, and workshops on college survival skills.~~

64 ~~Two EOPS retention and persistence programs have been developed that recognize the~~
65 ~~importance of integrating the student into the social and academic domains of the college:~~
66 ~~the EOPS mentor program and the EOPS supplemental instruction (SI) program. These~~
67 ~~two programs stress the importance of students, faculty, and a counselor interacting~~
68 ~~outside of the classroom.~~

69 ~~Several EOPS retention and persistence programs have been developed that recognize~~
70 ~~the importance of integrating the student into the social and academic domains of the~~
71 ~~college: the EOPS Mentor Program, the EOPS Summer Bridge Program, the EOPS~~
72 ~~Supplemental Instruction (SI) Program, and the Achievement in Math (AIM) Program.~~

73 ~~These programs stress the importance of students, faculty, and a counselor interacting~~
74 ~~outside of the classroom.~~

75 EOPS Programs recognize the importance of integrating the student into the social and
76 academic domains of the college.

77 The Cooperative Agencies Resources for Education (CARE) Program is part of EOPS.
78 CARE offers additional services to disadvantaged, single, and head of household
79 students receiving public assistance by coordinating with local social service agencies
80 and providing career employment services and childcare assistance. Some of the
81 services that are available to CARE students that are in addition to what they receive as
82 EOPS students are: specialized workshops, community referrals, personal counseling,
83 car repair services and gas cards, meal vouchers, child care study time grants, and school
84 supplies above what is given for EOPS students. ~~book vouchers, workshops, personal~~
85 ~~counseling, car repair services and bus tokens.~~ In addition, ~~CARE students receive meal~~
86 ~~tickets, school supplies and community referrals.~~ During the participation in the CARE
87 programs students are given the opportunity to take on leadership roles by participating
88 in the Mentor Program and S.P.I.C.E (Single Parents) Club.

89 EOPS offers an array of services to increase student retention and to support completion
90 of students' educational goals. Support services may include, but are not limited to,
91 priority registration ~~assistance, book vouchers,~~ academic, career, and personal
92 counseling, peer advising, tutoring, workshops and special events, counseling and
93 ~~Guidance (CG) courses,~~ learning community classes, transfer assistance, book grants,
94 school supplies, bus tokens/transportation assistance, university application fee waivers,
95 and financial assistance.

96 Office of Primary Responsibility: Vice President, Student Services

Date Approved: May 21, 2007

(Replaces former Cerritos CCD Policies 4702.1 and 4702.2)

The committee agreed to the proposed changes on February 11, 2019.

Student Business Services

1 **BP 5510 OFF-CAMPUS ACTIVITIES AND ORGANIZATIONS**

2 **Reference:**

3 34 CFR 668.46(b)(7)

4 The District shall work with local law enforcement agencies to monitor and assess
5 criminal activity in which students engage at off-campus locations of student
6 organizations officially recognized by the District.

7 Office of Primary Responsibility: Vice President, Student Business Services

Date Adopted: June 13, 2012

The committee agreed to the proposed changes on February 11, 2019.

Student Business Services

1 AP 5510 OFF-CAMPUS ACTIVITIES AND ORGANIZATIONS

2 Reference:

3 34 CFR 668.46(b)(7)

4 The Campus Police Department does not provide law enforcement service to off-
5 campus organizations nor are any unauthorized activities off-campus recognized by
6 District authority.

7 Office of Primary Responsibility: Vice President, Student Business Services

Date Approved: June 13, 2012

The committee agreed to the proposed changes on February 11, 2019.

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

SUBJECT: Consideration of Approval of Sabbatical Leave Reports for 2017-2018 Academic Year
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ACTION

It is recommended that the Board of Trustees review and approve sabbatical leaves reports submitted for the 2017-2018 Academic Year.

FISCAL IMPACT

No fiscal impact.

REPORT SUMMARY

The Board of Trustees approved sabbatical leaves of absence for the following:

Kimberley Duff	2017-2018 Academic Year	100%
Frank Gaik	2017-2018 Academic Year	100%
Patty George	2017-2018 Academic Year	100%
Lance Kayser	2017-2018 Academic Year	100%

Per [Article 27.18 in the 2015-2018 CCFB collective bargaining agreement](#), each employee returning from sabbatical is required to file a typed report verifying how the Sabbatical Leave Agreement was met. The reports are submitted to the Sabbatical Leave Committee for review and acceptance. The accepted reports are forwarded to the Faculty Senate, Vice President of Academic Affairs, and the President/Superintendent for review. The reports are then presented to the Board of Trustees for review and final approval.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

[Sabbatical Leave Reports for 2017-2018](#)
Board Policy 7220

7220 SABBATICAL LEAVE

7220.1 Purpose of Leave (Discretionary Education Code Section 87767)

Sabbatical leave-of-absence is a privilege accorded to academic employees for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other creative activity. The ultimate objectives of sabbatical leaves are the enhancement of service to Cerritos College and to increase its distinction. The sabbatical leave-of-absence is not an earned right, but it is a privilege, which may be granted by the Board of Trustees. It is expected, therefore, that applications will be accompanied by a statement of a program which the applicant proposes to follow while on leave, that on return to regular duty, the employee will submit a typed report on the results of the leave as a record of professional growth and for retention in the College files.

7220.2 Service Eligibility (Discretionary Education Code Section 87768)

An applicant for sabbatical leave must have rendered service in a contract or regular academic position in the Cerritos Community College District for at least six consecutive years immediately preceding the Sabbatical leave. A leave-of-absence, except a sabbatical leave, does not count as a break in continuity of service for purpose of sabbatical leave consideration. However, any such absence shall not be included as service except as stated in Education Code Section 87768.

7220.3 Length of Leave and Compensation (Discretionary Education Code Sections 87767 and 87769)

For purposes of length of sabbatical leave, all academic school month employees shall be eligible after serving six consecutive years for a semester leave (five school months) or a school year (ten school months) at 70% of contract salary. All academic school month employees shall be eligible after serving ten consecutive years for a semester leave (five school months) or a school year (ten school months) at 100% of contract salary. All academic calendar month employees shall be eligible after serving six consecutive years for a semester leave (five calendar months) or a school year leave (ten calendar months) at 70% of contract salary. All academic calendar month employees shall be eligible after serving ten consecutive years for a semester leave (five calendar months) or a school year leave (ten calendar months) at 100% of contract salary.

7220.4 Payment of State Teachers' Retirement System
(Discretionary Education Code Sections 22801 and 22803)

When an employee elects to pay to the retirement system his/her regular contribution on the remaining 30% of his/her contract salary during his/her Sabbatical Leave, the District will pay the employer and state costs for the employee. The employee on 70% sabbatical leave must notify the Payroll Department before he/she starts paying his/her monthly installments or making a lump sum payment.

7220.5 Service Credit for Sabbatical Leave
(Discretionary Education Code Section 22902)

Service credit for sabbatical leave can be arranged through the State Teachers' Retirement System, Records and Statistics Division, Verification Section, in accordance with the provisions of Education Code Section 22902. Inquiries regarding sabbatical leave service and payment thereof should be directed to that office.

7220.6 Health and Welfare
(Discretionary Education Code Section 87769)

The District will continue the District-paid health and welfare benefits as if the employee were being paid full contract salary.

7220.7 Number of Leave(s)
(Discretionary Education Code Section 70902)

The maximum number of sabbatical leaves granted in any one year shall not exceed five percent of the full-time academic employees. The maximum number of one-year sabbatical leaves will be limited to three percent of the full-time academic employees.

7220.8 Application for Leave
(Discretionary Education Code Section 70902)

Applications for a sabbatical leave must be filed with the Vice President of Academic Affairs by the deadline established by the Sabbatical Leave Committee. The Sabbatical Leave Committee, a standing committee of the Faculty Senate, will screen applications and make their recommendations to the Faculty Senate. Upon approval of the Faculty Senate, applications will be forwarded to the Vice President of Academic Affairs and the President/Superintendent for further consideration. In the event that the five percent quota is not met, other qualified employees

should be notified by the Committee. These persons may then apply for a sabbatical leave up to the deadline established by the Sabbatical Leave Committee. Should any application be denied for lack of a suitable plan, the applicant will be given an opportunity to improve his/her plan and resubmit his/her application within the designated timelines established by the Committee. In addition to the academic employees who are granted sabbatical leaves of absence during one year, a list of academic employees will be established each year to be alternates in the event of a change of plans by the approved applicants.

7220.9 Report on Sabbatical
(Discretionary Education Code 87769)

Each employee returning from leave shall file a typed report within one semester after returning from sabbatical with the Sabbatical Leave Committee for acceptance. Accepted reports will be submitted to the Vice President of Academic Affairs for his/her approval. The Vice President of Academic Affairs will then forward the approved reports to the President/Superintendent for approval. The President/Superintendent will then forward the approved reports to the Board of Trustees for their approval. Where formal college credit has been earned during the leave, an official transcript will be provided for the Sabbatical Leave Committee. The Committee will forward the transcript to the Vice President of Academic Affairs. The Vice President of Academic Affairs will then forward the official transcript to the President/Superintendent. The President/Superintendent will then forward the official transcript to the Personnel Services Office for placement in the individual's personnel file.

7220.10 Return to Service
(Required Education Code Sections 87770 and 87774)

At the expiration of the leave-of-absence of the employee, he/she shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of granting of leave-of-absence. If an employee completed a one year sabbatical, he/she must render two additional years of service to the District. If an employee completed a one semester sabbatical, he/she must render one additional year of service to the District.

7220.11 Salary Increase
(Discretionary Education Code Section 70902)

Sabbatical leaves shall be considered as regular service to the District for purposes of advancement on the salary schedule.

7220.12 Method of Payment
(Required Education Code Section 87770)

The compensation shall be paid the employee while on sabbatical leave in the same manner as when the employee is on his/her regular contract with the District upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two years' service in the employ of the District following the return of the employee from a two semester leave or at least one year of service following return from a one semester leave. The bond shall be exonerated in the event that the failure of the employee to return and render the required service is caused by the death or physical or mental disability of the employee which precludes such service. If the Board of Trustees finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render the required service therein following his/her return from the leave, the Board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

7220.13 Illness or Accident Provision
(Discretionary Education Code Section 87769)

Interruption of the program caused by a serious illness or accident during a sabbatical leave, evidence of which is satisfactory to the District, shall not prejudice an employee regarding the fulfillment of the conditions on which the leave was granted nor affect the amount of compensation to be paid such employee under the terms of the sabbatical leave. However, the President/Superintendent or his/her designee must be notified in writing within 15 days of such illness or accident.

7220.14 Other Provisions
(Discretionary Education Code Section 87769)

In the event of any other circumstances which prevent the employee from completing the requirements of his/her leave, he/she must notify the President/Superintendent or designee immediately in writing.

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

<p>SUBJECT: Consideration of Approval to Award Food Services Agreement with Campus Food Services, Inc. for the District’s Campus Food Services for Vendor Location No. 1, 2, 7, and Mobile Coffee and/or Concession Cart/Kiosk.</p>

ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Food Service Vendor Operating Agreement with Campus Food Services, Inc. for the purpose of providing food services for the District at Vendor Location No. 1, 2, 7, and Mobile Coffee and/or Concession Cart/Kiosk, pursuant to Request for Proposals (RFP) No. 18C0001, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location, including carts or kiosks under contract.

REPORT SUMMARY

On September 26, 2017, the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus and was subsequently presented to the Board of Trustees for approval at their January 17, 2018 meeting. During the January 17, 2018 Board meeting, the Board of Trustees directed staff to form a Food Services Ad-Hoc Committee (Ad-Hoc Committee) for the purpose of bringing together all campus constituent groups to elicit input regarding the formation of a new RFP solicitation document, and to then issue the new RFP based on the Ad-Hoc Committee’s recommendations.

An Ad-Hoc Committee comprised of all campus constituent groups was formed in March 2018 to provide input to shape the RFP document, and a new Food Services Survey to be released in Spring 2018. The Ad-Hoc Committee met once a month from March 2018 through June 2018 (and sometimes more frequently), with all meetings open to faculty, staff, and students on campus. The Spring 2018 Food Services Survey was released on behalf of the Ad-Hoc Committee on April 19, 2018 and closed on May 4, 2018. Feedback from the Ad-Hoc Committee’s representatives and the results of the survey was incorporated into the newly shaped RFP solicitation document.

Prior to releasing the RFP for food and concession services, a Discussion Item was brought before the Board of Trustees on July 18, 2018 for the review of the draft RFP that was completed by the constituent group Ad-Hoc Committee members. At the board meeting, the draft RFP was approved to be released.

On August 14, 2018, the District released RFP No. 18C0001, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, August 31, 2018, and Saturday, September 1, 2018 was optional. A total of 19 vendors attended the meetings.

Ten vendors submitted proposals by the submittal deadline date of September 25, 2018. Upon evaluation of the proposal submittals received, nine vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the months of October and November 2018. The nine shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Coast to Coast Commercial, LLC and Saikrupa Foods, Inc. dba Sonic
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Fresh & Natural SoCal College CRT, LLC
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods, Inc. dba SUBWAY
- Scotty D's Jamaican Coffee
- Zebra Café

The interview committee determined that the below-listed six vendors were the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods dba SUBWAY
- Zebra Café

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced six vendors is in the best interest of the District. Some of the added benefits of contracting with the above referenced vendors include, but are not limited to, the following items:

- Expanded variety and menu options (to include fresh and healthy)
- A commitment to begin the process for the ability of customers to pay for an order via EBT/CalFresh
- Convenient credit card payment options that do not incur additional charges to customers
- Loyalty card programs
- Community discount card program to be developed and implemented, as requested

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Campus Food Services, Inc. for food services at Vendor Location No. 1, 2, 7, and Mobile Coffee and/or Concession Cart/Kiosk for various food options on campus. The term will be for five years starting on or around June 15, 2019 and ending on May 24, 2024. Campus Food Services, Inc.

will pay a minimum of 12% monthly operating fee to the District. The vendor is also required to submit a one-time signing bonus of \$2,500 for each location, including carts or kiosks under contract.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0188 – Food Service Vendor Agreement, Campus Food Services, Inc., Location No. 1 & Cart/Kiosk

Draft of Contract No. 18C0189 – Food Service Vendor Agreement, Campus Food Services, Inc., Location No. 2

Draft of Contract No. 18C0194 – Food Service Vendor Agreement, Campus Food Services, Inc., Location No. 7

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Campus Food Services, Inc.** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **June 15, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit

manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location, including carts or kiosks**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify

Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police. District will provide two (2) parking permits to Vendor for each location. Any additional permits will be the responsibility of the Vendor.

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor’s operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor’s operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit “A.” All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor’s personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor’s items.

17. Exclusive Beverage Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“PepsiCo”), whereby only PepsiCo branded fountain beverages and bottled beverages (i.e., soft drinks, water, juice, etc.) may be sold on District premises, including the Facilities. Vendor acknowledges that all inventory of soft drink products, including fountain and bottled beverages, must be purchased directly from PepsiCo, or the then current

provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject

to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Campus Food Services, Inc.
Attn: Mimi Siri
937 W. Walnut Avenue
Monrovia, CA 91016
Phone: 626-560-202
Fax: 626-585-7893

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Campus Food Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

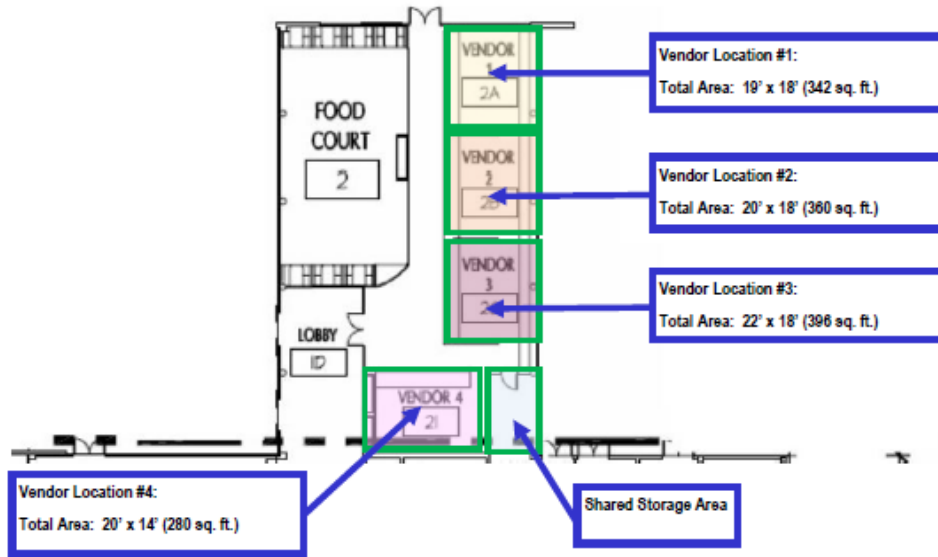
E-Mail: _____

Tax ID Number: _____

Exhibit "A"
District Facility

1. Food Court, Vendor Location No. 1 - Approximate three hundred forty-two (342) square feet portion of the Food Court as depicted in the attached diagram.

Student Center



2. Mobile Coffee and/or Concession Cart/Kiosk Services Location Area – Vendor may operate a mobile coffee/concession cart or kiosk as approved by the District at the designated location(s), which is to be mutually determined by Vendor and District. Operation of the mobile cart or kiosk shall only take place in the designated location(s) as approved by the District; any changes to the designated location(s) must be approved by the District.

- a. District has the right to review and approve the mobile coffee/concession cart or kiosk to be used on campus. District will have the right to periodically review all aspects of the mobile cart or kiosk, and to approve, disapprove, or require changes to any of the following:
- i. Mobile coffee/concession cart/kiosk design, style, structure, and quality of construction of any equipment and furnishings used by Vendor;
 - ii. Any signage or advertising on the mobile cart or kiosk;

- iii. Permitted items to be sold from the mobile cart or kiosk;
 - iv. Any other standards set forth by the District in its reasonable discretion.
- b. All mobile coffee/concession carts or kiosks, including equipment and furnishings, and the cost of installation, shall be borne at the sole expense of the Vendor, unless otherwise agreed to by the District. All such equipment and furnishings provided by Vendor shall be deemed Vendor's personal property and may be removed by Vendor at the termination of this Agreement.
- c. The District will provide a designated parking stall or location for the mobile coffee/concession cart or kiosk. The use of the stall or location will be at the Vendor's sole risk; the District does not assume any obligation for the cart, or contents thereof, or liability therefrom.

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Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide beverage/food services for grill and mexican-type food via Location No. 1 and via a concession/coffee cart or kiosk.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.
- b. Any changes in hours of operations must be submitted in writing and approved by the

District.

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Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

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**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Campus Food Services, Inc.** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **June 15, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit

manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

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Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall

constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

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Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

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B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

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The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

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The District shall have the right to sell items that compete with Vendor’s items.

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provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject

to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Campus Food Services, Inc.
Attn: Mimi Siri
937 W. Walnut Avenue
Monrovia, CA 91016
Phone: 626-560-202
Fax: 626-585-7893

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Campus Food Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

Exhibit "A"
District Facility

Food Court, Vendor Location No. 2 - Approximate Three Hundred Sixty (360) square feet portion of the Food Court as depicted in the attached diagram.

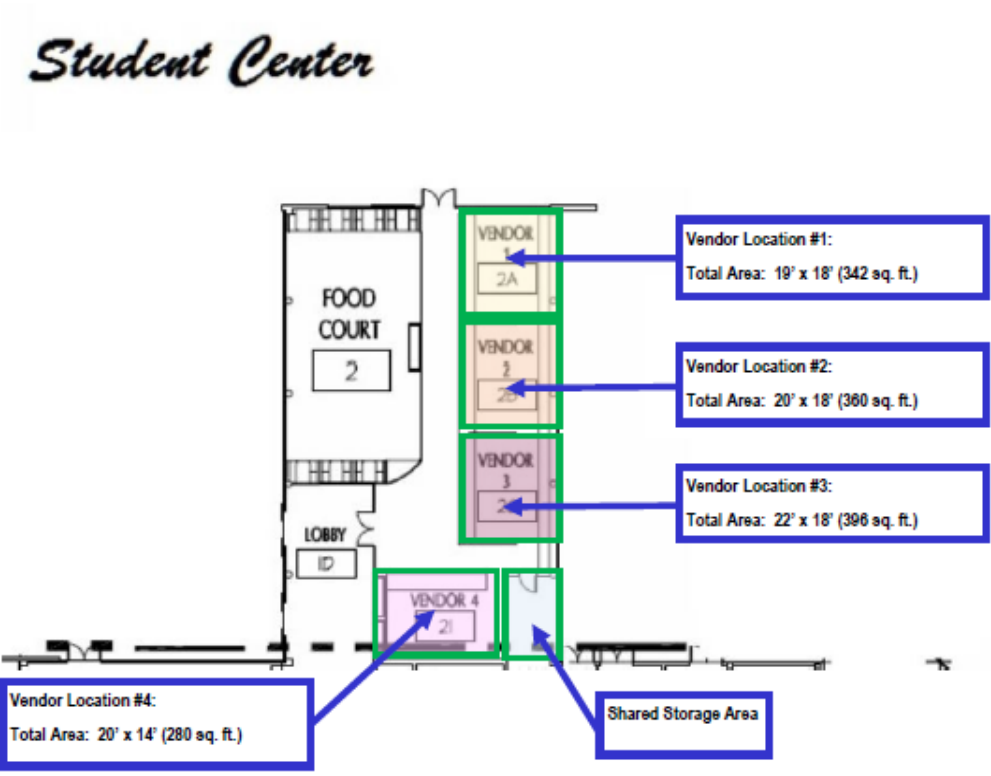


Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide beverage/food services for Asian/wok-type food via Location No. 2.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.
- b. Any changes in hours of operations must be submitted in writing and approved by the

District.

DRAFT

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

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**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Campus Food Services, Inc.** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **June 15, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit

manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall

constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

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18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject

to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Campus Food Services, Inc.
Attn: Mimi Siri
937 W. Walnut Avenue
Monrovia, CA 91016
Phone: 626-560-202
Fax: 626-585-7893

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Campus Food Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

Exhibit "A" District Facility

Multi-Purpose Building, Vendor Location No. 7 - Approximate Eight Hundred Sixteen (816) square feet portion as depicted in the attached diagram.

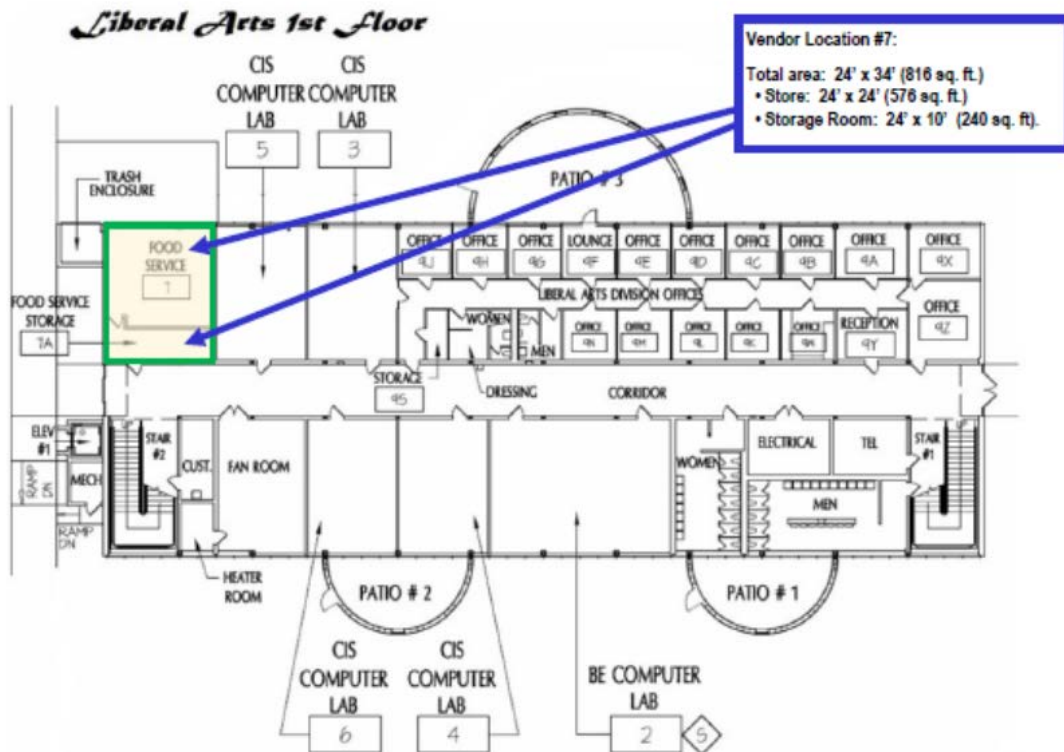


Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide food services as a convenience store with a variety of fresh and packaged food options via Location No. 7 in the Multi-Purpose Building.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.

- b. Any changes in hours of operations must be submitted in writing and approved by the District.

DRAFT

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

DRAFT

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

<p>SUBJECT: Consideration of Approval to Award Food Services Agreement with Saikrupa Foods, Inc. dba SUBWAY for the District’s Campus Food Services for Vendor Location No. 3.</p>
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ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Food Service Vendor Operating Agreement with Saikrupa Foods, Inc. dba SUBWAY for the purpose of providing food services for the District at Vendor Location No. 3, pursuant to Request for Proposals (RFP) No. 18C0001, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location under contract.

REPORT SUMMARY

On September 26, 2017, the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus and was subsequently presented to the Board of Trustees for approval at their January 17, 2018 meeting. During the January 17, 2018 Board meeting, the Board of Trustees directed staff to form a Food Services Ad-Hoc Committee (Ad-Hoc Committee) for the purpose of bringing together all campus constituent groups to elicit input regarding the formation of a new RFP solicitation document, and to then issue the new RFP based on the Ad-Hoc Committee’s recommendations.

An Ad-Hoc Committee comprised of all campus constituent groups was formed in March 2018 to provide input to shape the RFP document, and a new Food Services Survey to be released in Spring 2018. The Ad-Hoc Committee met once a month from March 2018 through June 2018 (and sometimes more frequently), with all meetings open to faculty, staff, and students on campus. The Spring 2018 Food Services Survey was released on behalf of the Ad-Hoc Committee on April 19, 2018 and closed on May 4, 2018. Feedback from the Ad-Hoc Committee’s representatives and the results of the survey was incorporated into the newly shaped RFP solicitation document.

Prior to releasing the RFP for food and concession services, a Discussion Item was brought before the Board of Trustees on July 18, 2018 for the review of the draft RFP that was completed by the constituent group Ad-Hoc Committee members. At the board meeting, the draft RFP was approved to be released.

On August 14, 2018, the District released RFP No. 18C0001, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, August 31, 2018, and Saturday, September 1, 2018 was optional. A total of 19 vendors attended the meetings.

Ten vendors submitted proposals by the submittal deadline date of September 25, 2018. Upon evaluation of the proposal submittals received, nine vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the months of October and November 2018. The nine shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Coast to Coast Commercial, LLC and Saikrupa Foods, Inc. dba Sonic
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Fresh & Natural SoCal College CRT, LLC
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods, Inc. dba SUBWAY
- Scotty D's Jamaican Coffee
- Zebra Café

The interview committee determined that the below-listed six vendors were the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods dba SUBWAY
- Zebra Café

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced six vendors is in the best interest of the District. Some of the added benefits of contracting with the above referenced vendors include, but are not limited to, the following items:

- Expanded variety and menu options (to include fresh and healthy)
- A commitment to begin the process for the ability of customers to pay for an order via EBT/CalFresh
- Convenient credit card payment options that do not incur additional charges to customers
- Loyalty card programs
- Community discount card program to be developed and implemented, as requested

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Saikrupa Foods, Inc. dba SUBWAY for food services at Vendor Location No. 3 for submarine sandwiches and salads food options on campus. The term will be for five years starting on or around May 25, 2019 and ending on May 24, 2024. Saikrupa Foods, Inc. dba SUBWAY will pay a minimum

of 12% monthly operating fee to the District. The vendor is also required to submit a one-time signing bonus of \$2,500 for each location under contract.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0190 - Food Service Vendor Agreement, Saikrupa Foods, Inc. dba SUBWAY, Location No. 3

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Saikrupa Foods, Inc. dba SUBWAY** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **May 25, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates

required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor’s vehicle may park only in locations as approved by the Facilities Department and Campus Police. District will provide two (2) parking permits to Vendor for each location. Any additional permits will be the responsibility of the Vendor.

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansil System – Vendor shall ensure that its Ansil Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor’s operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor’s operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit “A.” All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor’s personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor’s items.

17. Exclusive Beverage Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages and bottled beverages (i.e., soft drinks, water, juice, etc.) may be sold on District premises, including the Facilities. Vendor acknowledges that all inventory of soft drink products, including fountain and bottled beverages, must be purchased directly from PepsiCo, or the then current provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal

injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Saikrupa Foods, Inc. dba SUBWAY
Attention: Paresh B. Vaidya
12812 Arroyo Lane
Norwalk, CA 90650
Phone: 562-716-6839

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Saikrupa Foods, Inc. dba SUBWAY

By: _____

By: _____

Title: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

DRAFT

Exhibit "A"
District Facility

Food Court, Vendor Location No. 3 - Approximate three hundred ninety-six (396) square feet portion of the Food Service Locations as depicted in the attached diagram.

Student Center

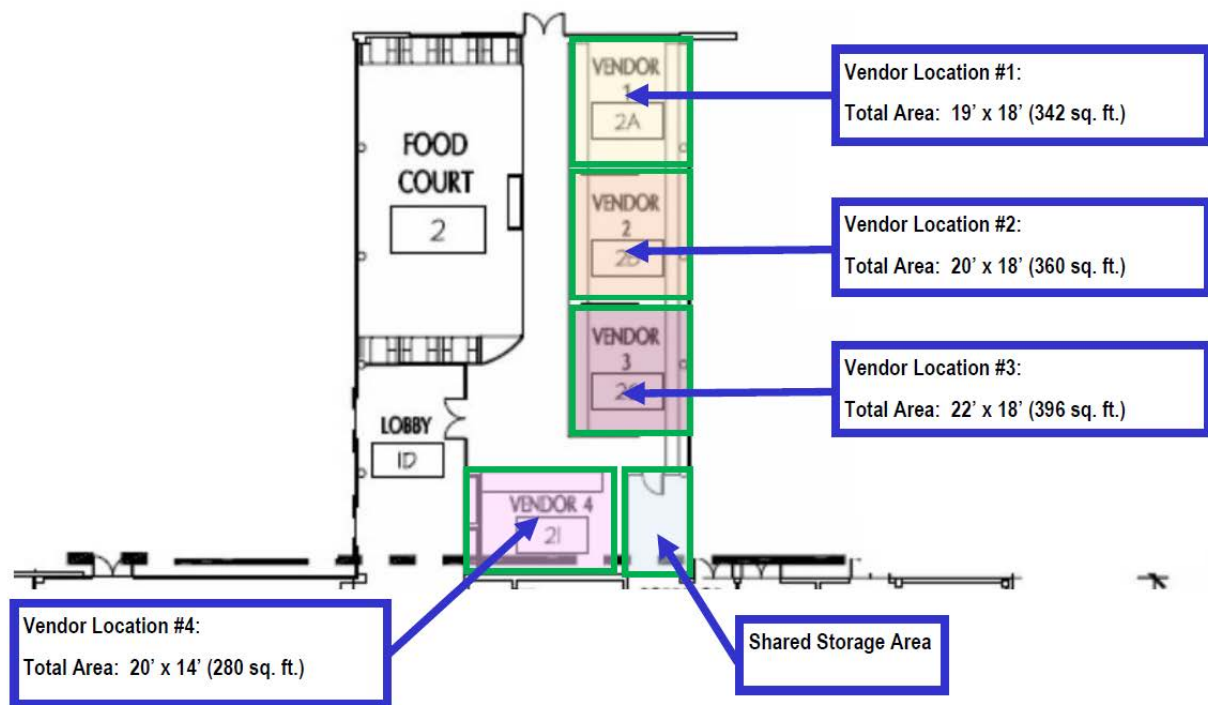


Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide submarine sandwiches and salads via Location No. 3 in the Food Court.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.

- b. Any changes in hours of operations must be submitted in writing and approved by the District.

DRAFT

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

DRAFT

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

<p>SUBJECT: Consideration of Approval to Award Food Services Agreement with Kelvin Khang, Inc. dba Yago Juice for the District’s Campus Food Services for Vendor Location No. 4.</p>
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ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Food Service Vendor Operating Agreement with Kelvin Khang, Inc. dba Yago Juice for the purpose of providing food services for the District at Vendor Location No. 4 pursuant to Request for Proposals (RFP) No. 18C0001, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location under contract.

REPORT SUMMARY

On September 26, 2017, the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus and was subsequently presented to the Board of Trustees for approval at their January 17, 2018 meeting. During the January 17, 2018 Board meeting, the Board of Trustees directed staff to form a Food Services Ad-Hoc Committee (Ad-Hoc Committee) for the purpose of bringing together all campus constituent groups to elicit input regarding the formation of a new RFP solicitation document, and to then issue the new RFP based on the Ad-Hoc Committee’s recommendations.

An Ad-Hoc Committee comprised of all campus constituent groups was formed in March 2018 to provide input to shape the RFP document, and a new Food Services Survey to be released in Spring 2018. The Ad-Hoc Committee met once a month from March 2018 through June 2018 (and sometimes more frequently), with all meetings open to faculty, staff, and students on campus. The Spring 2018 Food Services Survey was released on behalf of the Ad-Hoc Committee on April 19, 2018 and closed on May 4, 2018. Feedback from the Ad-Hoc Committee’s representatives and the results of the survey was incorporated into the newly shaped RFP solicitation document.

Prior to releasing the RFP for food and concession services, a Discussion Item was brought before the Board of Trustees on July 18, 2018 for the review of the draft RFP that was completed by the constituent group Ad-Hoc Committee members. At the board meeting, the draft RFP was approved to be released.

On August 14, 2018, the District released RFP No. 18C0001, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, August 31, 2018, and Saturday, September 1, 2018 was optional. A total of 19 vendors attended the meetings.

Ten vendors submitted proposals by the submittal deadline date of September 25, 2018. Upon evaluation of the proposal submittals received, nine vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the months of October and November 2018. The nine shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Coast to Coast Commercial, LLC and Saikrupa Foods, Inc. dba Sonic
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Fresh & Natural SoCal College CRT, LLC
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods, Inc. dba SUBWAY
- Scotty D's Jamaican Coffee
- Zebra Café

The interview committee determined that the below-listed six vendors were the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods dba SUBWAY
- Zebra Café

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced six vendors is in the best interest of the District. Some of the added benefits of contracting with the above referenced vendors include, but are not limited to, the following items:

- Expanded variety and menu options (to include fresh and healthy)
- A commitment to begin the process for the ability of customers to pay for an order via EBT/CalFresh
- Convenient credit card payment options that do not incur additional charges to customers
- Loyalty card programs
- Community discount card program to be developed and implemented, as requested

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Kelvin Khang, Inc. dba Yago Juice for food services at Vendor Location No. 4 for acai bowls food options on campus. The term will be for five years starting on or around May 25, 2019 and ending on May 24, 2024. Kelvin Khang, Inc. dba Yago Juice will pay a minimum of 12% monthly

operating fee to the District. The vendor is also required to submit a one-time signing bonus of \$2,500 for each location under contract.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0191 - Food Service Vendor Agreement, Kelvin Khang, Inc. dba Yago Juice, Location No. 4

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Kelvin Khang, Inc. dba Yago Juice** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **May 25, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit

manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall

constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police. District will provide two (2) parking permits to Vendor for each location. Any additional permits will be the responsibility of the Vendor.

- B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.
- C. Noise – No music may be played by Vendor other than as approved by the District.
- D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.
- E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.
- F. Ansil System – Vendor shall ensure that its Ansil Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor’s operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor’s operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit “A.” All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor’s personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor’s items.

17. Exclusive Beverage Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“PepsiCo”), whereby only PepsiCo branded fountain beverages and bottled beverages (i.e., soft drinks, water, juice, etc.) may be sold on District premises, including the Facilities. Vendor acknowledges that all inventory of soft drink products, including fountain and bottled beverages, must be purchased directly from PepsiCo, or the then current

provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject

to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Kelvin Khang Inc. dba Yago Juice
Attention: Paolo Lopez
2125 N. Bellflower Boulevard
Long Beach, CA 90815
Phone: 562-833-2675

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Kelvin Khang Inc. dba Yago Juice

By: _____

By: _____

Title: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

Exhibit "A"
District Facility

Food Court, Vendor Location No. 4 - Approximate two hundred eighty (280) square feet portion of the Food Service Locations as depicted in the attached diagram.

Student Center

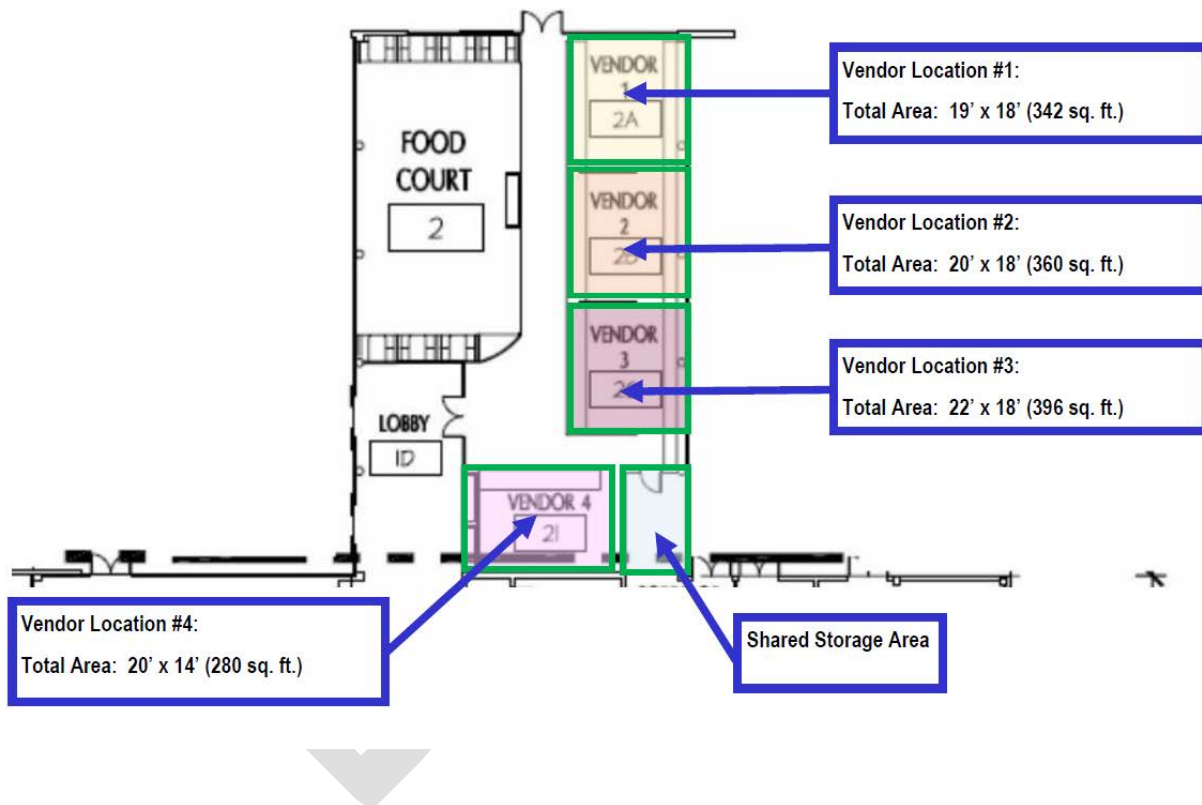


Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide acai bowls via Location No. 4 in the Food Court.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.
- b. Any changes in hours of operations must be submitted in writing and approved by the

District.

DRAFT

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

DRAFT

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval to Award Food Services Agreement with Zebra Café for the District’s Campus Food Services for Vendor Location No. 5.
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ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Food Service Vendor Operating Agreement with Zebra Café for the purpose of providing food services for the District at Vendor Location No. 5, pursuant to Request for Proposals (RFP) No. 18C0001, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location under contract.

REPORT SUMMARY

On September 26, 2017, the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus and was subsequently presented to the Board of Trustees for approval at their January 17, 2018 meeting. During the January 17, 2018 Board meeting, the Board of Trustees directed staff to form a Food Services Ad-Hoc Committee (Ad-Hoc Committee) for the purpose of bringing together all campus constituent groups to elicit input regarding the formation of a new RFP solicitation document, and to then issue the new RFP based on the Ad-Hoc Committee’s recommendations.

An Ad-Hoc Committee comprised of all campus constituent groups was formed in March 2018 to provide input to shape the RFP document, and a new Food Services Survey to be released in Spring 2018. The Ad-Hoc Committee met once a month from March 2018 through June 2018 (and sometimes more frequently), with all meetings open to faculty, staff, and students on campus. The Spring 2018 Food Services Survey was released on behalf of the Ad-Hoc Committee on April 19, 2018 and closed on May 4, 2018. Feedback from the Ad-Hoc Committee’s representatives and the results of the survey was incorporated into the newly shaped RFP solicitation document.

Prior to releasing the RFP for food and concession services, a Discussion Item was brought before the Board of Trustees on July 18, 2018 for the review of the draft RFP that was completed by the constituent group Ad-Hoc Committee members. At the board meeting, the draft RFP was approved to be released.

On August 14, 2018, the District released RFP No. 18C0001, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, August 31, 2018, and Saturday, September 1, 2018 was optional. A total of 19 vendors attended the meetings.

Ten vendors submitted proposals by the submittal deadline date of September 25, 2018. Upon evaluation of the proposal submittals received, nine vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the months of October and November 2018. The nine shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Coast to Coast Commercial, LLC and Saikrupa Foods, Inc. dba Sonic
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Fresh & Natural SoCal College CRT, LLC
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods, Inc. dba SUBWAY
- Scotty D's Jamaican Coffee
- Zebra Café

The interview committee determined that the below-listed six vendors were the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods dba SUBWAY
- Zebra Café

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced six vendors is in the best interest of the District. Some of the added benefits of contracting with the above referenced vendors include, but are not limited to, the following items:

- Expanded variety and menu options (to include fresh and healthy)
- A commitment to begin the process for the ability of customers to pay for an order via EBT/CalFresh
- Convenient credit card payment options that do not incur additional charges to customers
- Loyalty card programs
- Community discount card program to be developed and implemented, as requested

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Zebra Café for food services at Vendor Location No. 5 for coffee and pastry food options on campus. The term will be for five years starting on or around May 25, 2019 and ending on May 24, 2024. Zebra Café will pay a minimum of 12% monthly operating fee to the District. The vendor is

also required to submit a one-time signing bonus of \$2,500 for each location under contract.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0192 - Food Service Vendor Agreement, Zebra Café, Location No. 5

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Zebra Café** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **May 25, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit

manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding

month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor’s vehicle may park only in locations as approved by the Facilities Department and Campus Police. District will provide two (2) parking permits to Vendor for each location. Any additional permits will be the responsibility of the Vendor.

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansil System – Vendor shall ensure that its Ansil Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor’s operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor’s operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit “A.” All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor’s personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor’s items.

17. Exclusive Beverage Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages and bottled beverages (i.e., soft drinks, water, juice, etc.) may be sold on District premises, including the Facilities. Vendor acknowledges that all inventory of soft drink products, including fountain and bottled beverages, must be purchased directly from PepsiCo, or the then current provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal

injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Zebra Café
Attention: Shaun Paek
15900 Gard Avenue #22
Norwalk, CA 90650
Phone: 562-754-4696

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Zebra Café

By: _____

By: _____

Title: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

DRAFT

Exhibit "A"
District Facility

Social Science Building Breezeway, Vendor Location No. 5 – Approximate two hundred twenty-four (224) square feet portion of the Food Service Locations as depicted in the attached diagram.

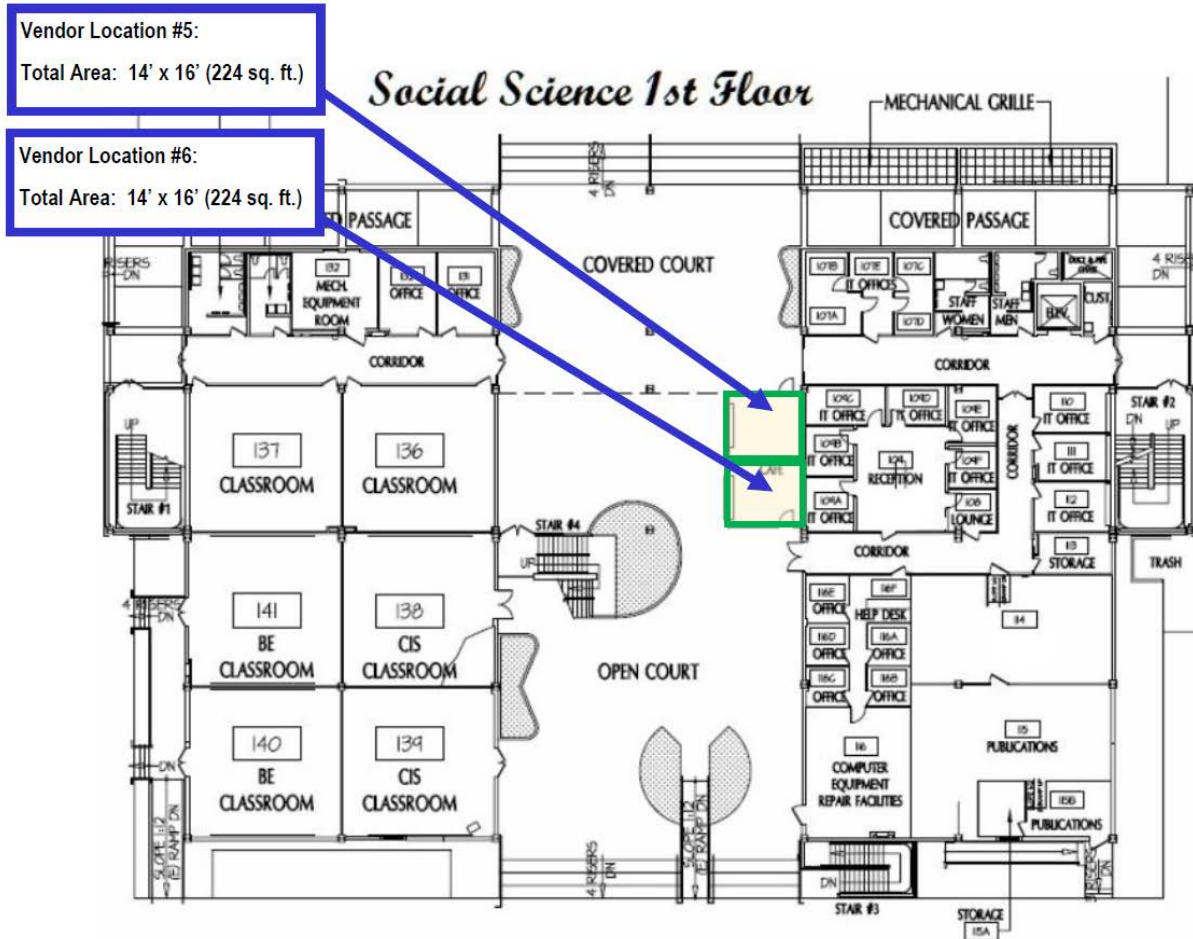


Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide coffee and pastry type food via Location No. 5 in the Social Science Building breezeway.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.

- b. Any changes in hours of operations must be submitted in writing and approved by the District.

DRAFT

Exhibit "C"
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

DRAFT

FROM: _____
Dr. Jose Fierro
President/Superintendent

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

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

SUBJECT: Consideration of Approval to Award Food Services Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the District's Campus Food Services for Vendor Location No. 6.
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ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Food Service Vendor Operating Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for the purpose of providing food services for the District at Vendor Location No. 6, pursuant to Request for Proposals (RFP) No. 18C0001, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location under contract.

REPORT SUMMARY

On September 26, 2017, the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus and was subsequently presented to the Board of Trustees for approval at their January 17, 2018 meeting. During the January 17, 2018 Board meeting, the Board of Trustees directed staff to form a Food Services Ad-Hoc Committee (Ad-Hoc Committee) for the purpose of bringing together all campus constituent groups to elicit input regarding the formation of a new RFP solicitation document, and to then issue the new RFP based on the Ad-Hoc Committee's recommendations.

An Ad-Hoc Committee comprised of all campus constituent groups was formed in March 2018 to provide input to shape the RFP document, and a new Food Services Survey to be released in Spring 2018. The Ad-Hoc Committee met once a month from March 2018 through June 2018 (and sometimes more frequently), with all meetings open to faculty, staff, and students on campus. The Spring 2018 Food Services Survey was released on behalf of the Ad-Hoc Committee on April 19, 2018 and closed on May 4, 2018. Feedback from the Ad-Hoc Committee's representatives and the results of the survey was incorporated into the newly shaped RFP solicitation document.

Prior to releasing the RFP for food and concession services, a Discussion Item was brought before the Board of Trustees on July 18, 2018 for the review of the draft RFP that was completed by the constituent group Ad-Hoc Committee members. At the board meeting, the draft RFP was approved to be released.

On August 14, 2018, the District released RFP No. 18C0001, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, August 31, 2018, and Saturday, September 1, 2018 was optional. A total of 19 vendors attended the meetings.

Ten vendors submitted proposals by the submittal deadline date of September 25, 2018. Upon evaluation of the proposal submittals received, nine vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the months of October and November 2018. The nine shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Coast to Coast Commercial, LLC and Saikrupa Foods, Inc. dba Sonic
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Fresh & Natural SoCal College CRT, LLC
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods, Inc. dba SUBWAY
- Scotty D's Jamaican Coffee
- Zebra Café

The interview committee determined that the below-listed six vendors were the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods dba SUBWAY
- Zebra Café

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced six vendors is in the best interest of the District. Some of the added benefits of contracting with the above referenced vendors include, but are not limited to, the following items:

- Expanded variety and menu options (to include fresh and healthy)
- A commitment to begin the process for the ability of customers to pay for an order via EBT/CalFresh
- Convenient credit card payment options that do not incur additional charges to customers
- Loyalty card programs
- Community discount card program to be developed and implemented, as requested

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa for food services at Vendor Location No. 6 for Italian food options on campus. The term will be for five years starting on or around May 25, 2019 and ending on May 24, 2024. Fran-Tone Inc. dba Frantone's Pizza & Spaghetti Villa will pay

a minimum of 12% monthly operating fee to the District. The vendor is also required to submit a one-time signing bonus of \$2,500 for each location under contract.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0193 - Food Service Vendor Agreement, Fran-Tone, Inc. dba Frantone's Pizza and Spaghetti Villa, Location No. 6

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this 7th day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Fran-Tone, Inc. dba Frantone’s Pizza and Spaghetti Villa** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **May 25, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates

required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor’s vehicle may park only in locations as approved by the Facilities Department and Campus Police. District will provide two (2) parking permits to Vendor for each location. Any additional permits will be the responsibility of the Vendor.

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansil System – Vendor shall ensure that its Ansil Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor’s operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor’s operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit “A.” All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor’s personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor’s items.

17. Exclusive Beverage Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages and bottled beverages (i.e., soft drinks, water, juice, etc.) may be sold on District premises, including the Facilities. Vendor acknowledges that all inventory of soft drink products, including fountain and bottled beverages, must be purchased directly from PepsiCo, or the then current provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal

injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Fran-Tone Inc. dba Frantone’s Pizza and Spaghetti Villa
Attention: John A. Tesoriero
10808 Alondra Boulevard
Cerritos, CA 90701
Phone: 562-924-9494

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

Cerritos Community College District

By: _____

Title: _____

“Vendor”

Fran-Tone, Inc. dba Frantone’s Pizza and Spaghetti Villa

By: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

DRAFT

Exhibit "A" District Facility

Social Science Building Breezeway, Vendor Location No. 6 - Approximate two hundred twenty-four (224) square feet portion of the Food Service Locations as depicted in the attached diagram.

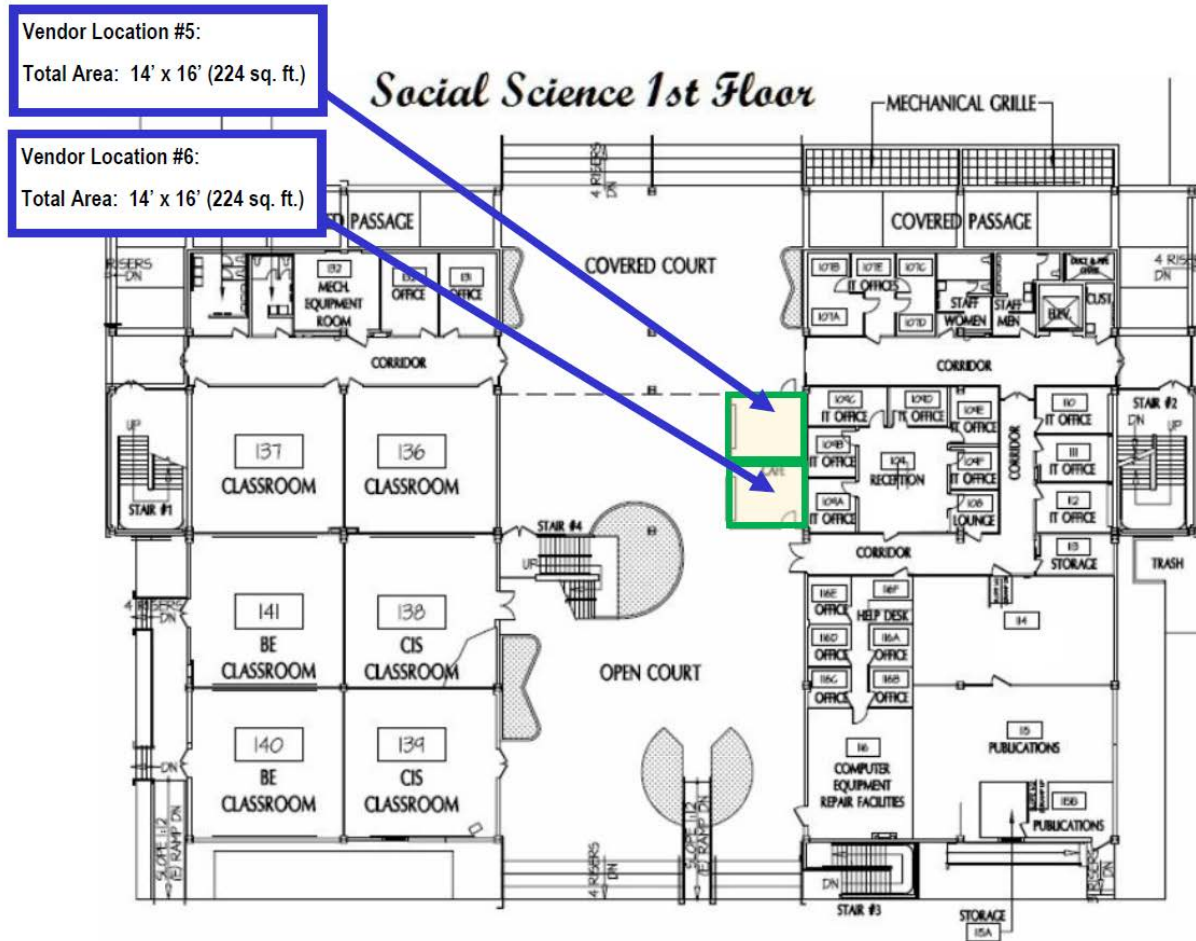


Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide Italian food type via Location No. 6 in the Social Science Building breezeway.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.

- b. Any changes in hours of operations must be submitted in writing and approved by the District.

DRAFT

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

DRAFT

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

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

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

<p>SUBJECT: Consideration of Approval to Award Food Services Agreement with Cassidy’s Corner Café for the District’s Campus Food Services for Vendor Location No. 8 and Coffee and/or Concession Cart/Kiosk.</p>
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ACTION

It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Food Service Vendor Operating Agreement with Cassidy’s Corner Café for the purpose of providing food services for the District at Vendor Location No. 8 and Coffee and/or Concession Cart/Kiosk, pursuant to Request for Proposals (RFP) No. 18C0001, Food and/or Concession Services.

FISCAL IMPACT

There is no fiscal impact to the District. The District will receive a 12% monthly operating fee based on gross sales from the food service vendor. In addition, the District will receive a one-time signing bonus of \$2,500 for each location, including carts or kiosks under contract.

REPORT SUMMARY

On September 26, 2017, the District released RFP No. 17C0023, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus and was subsequently presented to the Board of Trustees for approval at their January 17, 2018 meeting. During the January 17, 2018 Board meeting, the Board of Trustees directed staff to form a Food Services Ad-Hoc Committee (Ad-Hoc Committee) for the purpose of bringing together all campus constituent groups to elicit input regarding the formation of a new RFP solicitation document, and to then issue the new RFP based on the Ad-Hoc Committee’s recommendations.

An Ad-Hoc Committee comprised of all campus constituent groups was formed in March 2018 to provide input to shape the RFP document, and a new Food Services Survey to be released in Spring 2018. The Ad-Hoc Committee met once a month from March 2018 through June 2018 (and sometimes more frequently), with all meetings open to faculty, staff, and students on campus. The Spring 2018 Food Services Survey was released on behalf of the Ad-Hoc Committee on April 19, 2018 and closed on May 4, 2018. Feedback from the Ad-Hoc Committee’s representatives and the results of the survey was incorporated into the newly shaped RFP solicitation document.

Prior to releasing the RFP for food and concession services, a Discussion Item was brought before the Board of Trustees on July 18, 2018 for the review of the draft RFP that was completed by the constituent group Ad-Hoc Committee members. At the board meeting, the draft RFP was approved to be released.

On August 14, 2018, the District released RFP No. 18C0001, Food and/or Concession Services. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at designated food and/or concession vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach by contacting local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on Friday, August 31, 2018, and Saturday, September 1, 2018 was optional. A total of 19 vendors attended the meetings.

Ten vendors submitted proposals by the submittal deadline date of September 25, 2018. Upon evaluation of the proposal submittals received, nine vendors were shortlisted by the technical evaluation committee, and subsequently interviewed during the months of October and November 2018. The nine shortlisted vendors who were interviewed include the following:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Coast to Coast Commercial, LLC and Saikrupa Foods, Inc. dba Sonic
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Fresh & Natural SoCal College CRT, LLC
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods, Inc. dba SUBWAY
- Scotty D's Jamaican Coffee
- Zebra Café

The interview committee determined that the below-listed six vendors were the most qualified to provide food and/or concession services for the District:

- Campus Food Services, Inc.
- Cassidy's Corner Café
- Fran-Tone, Inc. dba Frantone's Pizza & Spaghetti Villa
- Kelvin Khang, Inc. dba Yago Juice
- Saikrupa Foods dba SUBWAY
- Zebra Café

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced six vendors is in the best interest of the District. Some of the added benefits of contracting with the above referenced vendors include, but are not limited to, the following items:

- Expanded variety and menu options (to include fresh and healthy)
- A commitment to begin the process for the ability of customers to pay for an order via EBT/CalFresh
- Convenient credit card payment options that do not incur additional charges to customers
- Loyalty card programs
- Community discount card program to be developed and implemented, as requested

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Cassidy's Corner Café for food services at Vendor Location No. 8 and Coffee and/or Concession Cart/Kiosk for coffee and bagel/sandwich-type food options on campus. The term will be for five years starting on or around June 15, 2019 and ending on May 24, 2024. Cassidy's Corner Café will

pay a minimum of 12% monthly operating fee to the District. The vendor is also required to submit a one-time signing bonus of \$2,500 for each location, including carts or kiosks under contract.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Draft of Contract No. 18C0195 - Food Service Vendor Agreement, Cassidy's Corner Café, Location No. 8 and Cart/Kiosk

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this **7th** day of **March 2019**, by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Cassidy’s Corner Café** (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 18C0001, Food and/or Concession Services dated August 14, 2018 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **June 15, 2019**, and end at the close of business on **May 24, 2024** (“Term”).

2. Food Services and Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Food Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit

manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 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. 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.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor 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 AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor 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.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. 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 the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor'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 Vendor's insurance and shall not contribute with it.

c. 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.

6.1.4. The Vendor'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.

6.1.5. 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.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability 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 Services commence.

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

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District **Twelve percent (12%)** of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of **\$2,500.00 per location, including carts or kiosks**, due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify

Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Performance Measurement and Regularly Scheduled Meetings.

Vendor shall meet with District's Representative on a quarterly basis (or as otherwise scheduled by District's Representative), to review and discuss Vendor's performance under the applicable terms of this Agreement regarding compliance with mandatory outcomes, minimum service standards, customer feedback, and other items regarding Vendor's business operations on campus. Vendor's manager or supervisor shall attend the scheduled meetings. If Vendor is unable to attend scheduled meeting, then Vendor is required to meet within ten (10) calendar days; however, Vendor shall not miss more than one meeting per fiscal year, otherwise it shall be in default of this Agreement.

11. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police. District will provide two (2) parking permits to Vendor for each location. Any additional permits will be the responsibility of the Vendor.

- B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.
- C. Noise – No music may be played by Vendor other than as approved by the District.
- D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit “C” for specific requirements.
- E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.
- F. Ansil System – Vendor shall ensure that its Ansil Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed. All costs for inspections, and any maintenance required to comply with regulations, shall be the sole responsibility of Vendor.

12. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor’s operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor’s operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services at no additional cost or expense to Vendor. Telephone service, Internet, Wi-Fi, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor. Food waste removal services, including grease removal, shall be the sole responsibility of Vendor.

13. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit “A.” All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

14. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor’s equipment and/or theft of Vendor’s equipment, merchandise and money.

15. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor’s personnel.

16. Competitive Products.

The District shall have the right to sell items that compete with Vendor’s items.

17. Exclusive Beverage Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“PepsiCo”), whereby only PepsiCo branded fountain beverages and bottled beverages (i.e., soft drinks, water, juice, etc.) may be sold on District premises, including the Facilities. Vendor acknowledges that all inventory of soft drink products, including fountain and bottled beverages, must be purchased directly from PepsiCo, or the then current

provider of such that has exclusivity with the District. Any exceptions to sell non-competing beverage products must be approved in advance by submitting an exception request in writing to the District for consideration in consultation with company having exclusivity, with a record of such exceptions approved, if any, kept on file by the District. Vendor also acknowledges and understands that the District's beverage drink exclusivity agreement may change and Vendor agrees to change brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor at Vendor's sole cost and expense.

18. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) calendar day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal. Vendor understands, acknowledges, and agrees that the District will suffer damages if it fails to comply with these provisions and within the aforementioned time period.

19. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

20. Termination.

20.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

20.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

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

20.3.1. material violation of this Agreement by the Vendor; or

20.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

20.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor'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 termination, the District may secure the similar services from another vendor.

21. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

22. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

23. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

24. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

25. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

26. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor 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. Vendor 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 Vendor's employees.

27. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject

to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

28. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

Cassidy’s Corner Café
Attn: Joe Ung
11132 Del Amo Boulevard
Lakewood, CA 90715
Phone: 562-860-1177
Cell: 562-761-9123

28. 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.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District

Cassidy’s Corner Café

By: _____

By: _____

Title: _____

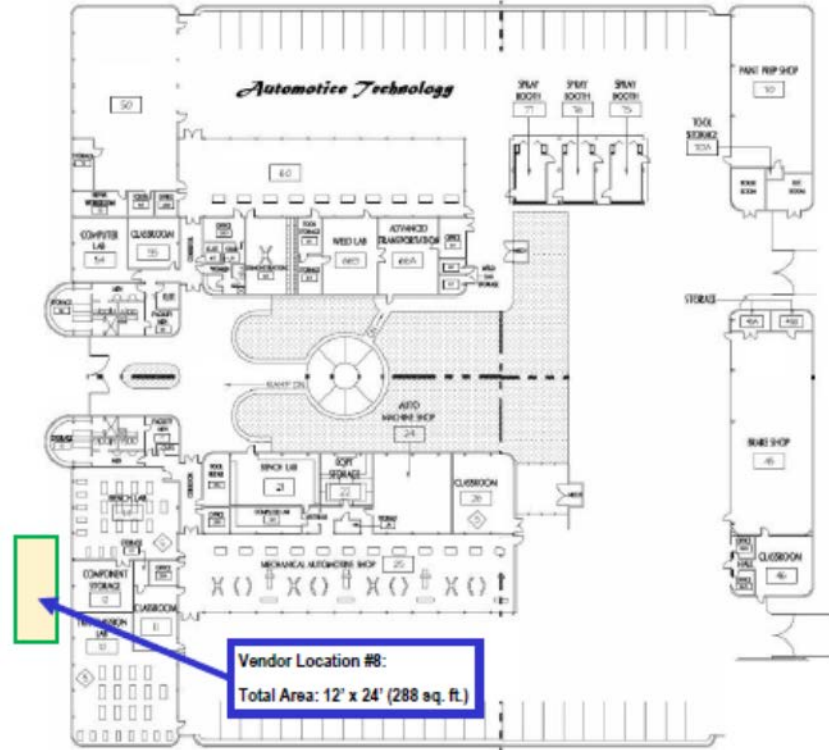
Title: _____

E-Mail: _____

Tax ID Number: _____

Exhibit "A"
District Facility

1. Food Court, Vendor Location No. 5 - Approximate two hundred eighty-eight (288) square feet portion of the Automotive Complex/Health Occupations Building location as depicted in the attached diagram.



2. Coffee and/or Concession Cart/Kiosk Services Location Area – Vendor may operate a coffee/concession cart or kiosk as approved by the District at the designated location(s), which is to be mutually determined by Vendor and District. Operation of the cart or kiosk shall only take place in the designated location(s) as approved by the District; any changes to the designated location(s) must be approved by the District.
 - a. District has the right to review and approve the coffee/concession cart or kiosk to be used on campus. District will have the right to periodically review all aspects of the cart or kiosk, and to approve, disapprove, or require changes to any of the following:
 - i. Coffee/concession cart/kiosk design, style, structure, and quality of construction of any equipment and furnishings used by Vendor;
 - ii. Any signage or advertising on the cart or kiosk;
 - iii. Permitted items to be sold from the cart or kiosk;
 - iv. Any other standards set forth by the District in its reasonable discretion.
 - b. All coffee/concession carts or kiosks, including equipment and furnishings, and the cost of installation, shall be borne at the sole expense of the Vendor, unless otherwise

agreed to by the District. All such equipment and furnishings provided by Vendor shall be deemed Vendor's personal property and may be removed by Vendor at the termination of this Agreement.

- c. The District may, in its sole discretion, provide a storage area location for the coffee/concession cart or kiosk during the term of this Agreement, but shall be under no obligation to do so. The use of a storage area shall be at the Vendor's sole risk. By providing access to a storage area location, the District does not assume any obligation for the cart or kiosk, or contents thereof, or liability therefrom.

DRAFT

Exhibit "B"
Permitted Food Services

1. Food Services:

- a. Vendor shall provide beverage/food services for coffee and bagel/sandwich-type food via Location No. 8 and via a concession/coffee cart or kiosk.
- b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.
- c. Menu. Vendor shall submit to the District a full listing of all menu items that are to be offered at Vendor location. Menu shall include prices of the items that are to be offered and prices shall remain in effect for a period of no less than two (2) years. Said menus are to be posted at all times, and in areas of full view, for all customers at Vendor's location.
 - i. Any substantive changes (e.g., type of food being offered), including any proposed price increases after the two (2) year minimum period, are subject to District approval and shall be submitted in writing to the District for review.
 - ii. Vendor shall make available a printed menu of the items offered at their location for any customers needing special accommodations.
- d. Payment and Loyalty Programs. Vendor acknowledges and agrees that:
 - i. Vendor shall provide convenient credit card payment options that do not incur additional charges to customers.
 - ii. Vendor shall make a good faith effort to pursue the ability to accept EBT/CalFresh. Good faith includes submitting required application and processes as required by the issuing agency within ninety (90) days upon execution of this Agreement. Vendor shall provide District with periodic monthly updates and the final outcome of the application process regarding acceptance of EBT/CalFresh.
 - iii. Vendor shall offer loyalty card program discounts to faculty, staff, and students via an online applications or paper-based programs.
 - iv. Vendor shall participate in a Community Discount Card program offered by the District, as requested.

2. Hours of Operation

- a. Vendor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operation hours are typically between the hours of 7:00 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer session and winter hours of operation may vary and are to be determined in consultation with the District.
- b. Any changes in hours of operations must be submitted in writing and approved by the

District.

DRAFT

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit "D"
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District's Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

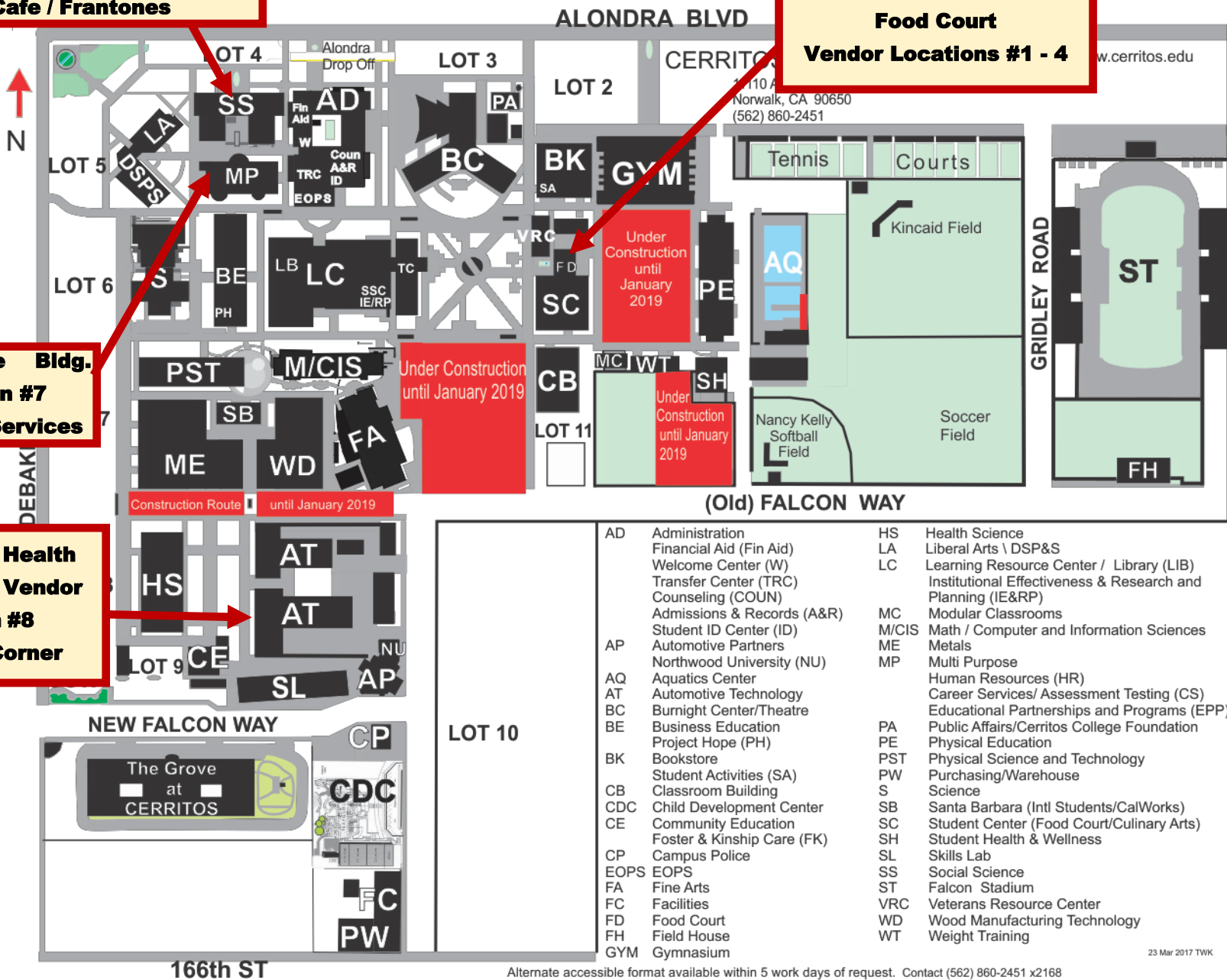
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Social Science Breezeway
Vendor Locations #5 - 6
Zebra Cafe / Frantones

Student Center
Food Court
Vendor Locations #1 - 4

Multi Purpose Bldg.
Vendor Location #7
Campus Food Services

Automotive/ Health
Occupations Vendor
Location #8
Cassidy's Corner



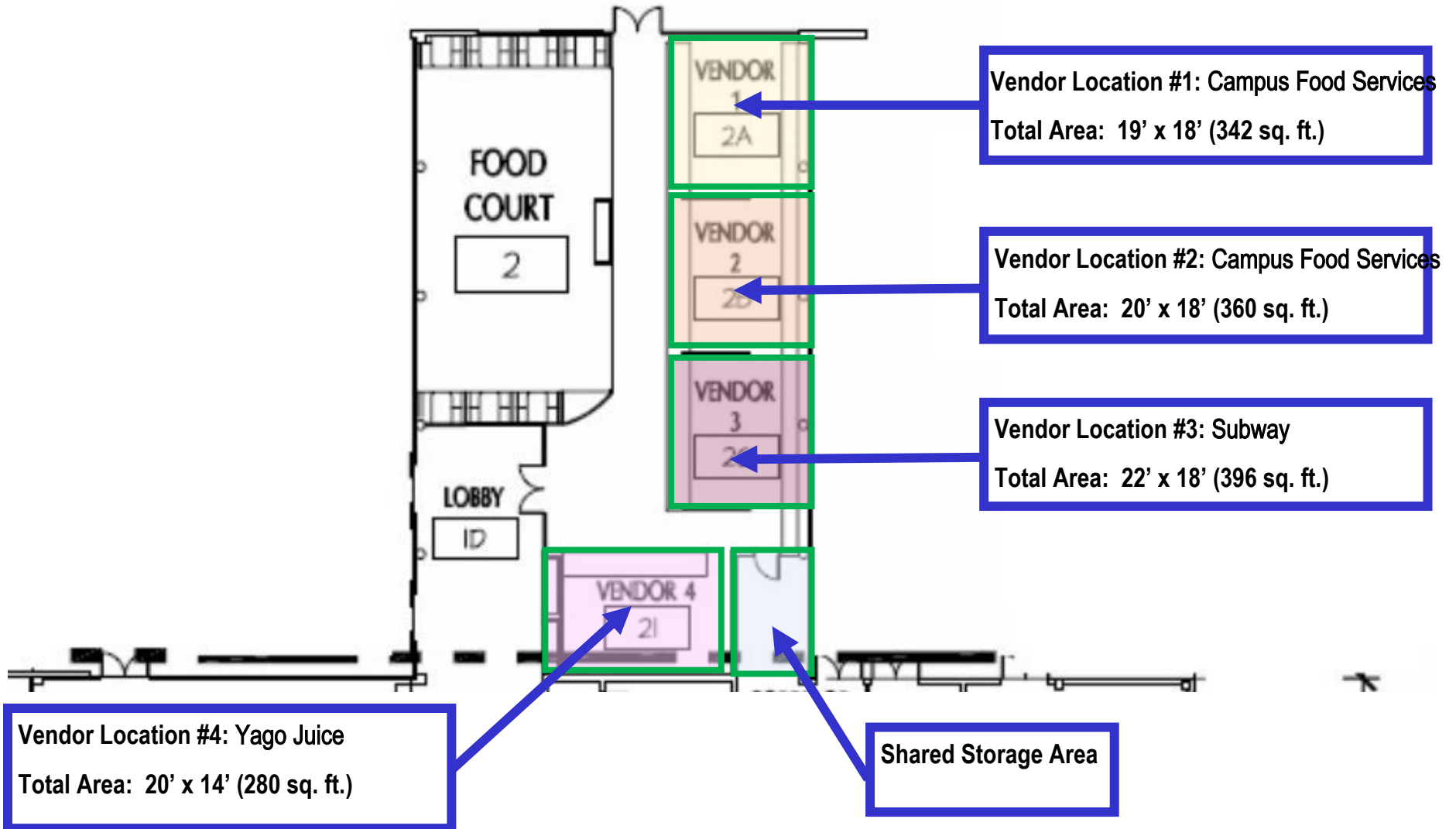
AD	Administration Financial Aid (Fin Aid) Welcome Center (W) Transfer Center (TRC) Counseling (COUN) Admissions & Records (A&R) Student ID Center (ID)	HS	Health Science
AP	Automotive Partners Northwood University (NU)	LA	Liberal Arts \ DSP&S
AQ	Aquatics Center	LC	Learning Resource Center / Library (LIB) Institutional Effectiveness & Research and Planning (IE&RP)
AT	Automotive Technology	MC	Modular Classrooms
BC	Burnight Center/Theatre	M/CIS	Math / Computer and Information Sciences
BE	Business Education Project Hope (PH)	ME	Metals
BK	Bookstore Student Activities (SA)	MP	Multi Purpose Human Resources (HR) Career Services/ Assessment Testing (CS) Educational Partnerships and Programs (EPP)
CB	Classroom Building	PA	Public Affairs/Cerritos College Foundation
CDC	Child Development Center	PE	Physical Education
CE	Community Education Foster & Kinship Care (FK)	PST	Physical Science and Technology
CP	Campus Police	PW	Purchasing/Warehouse
EOPS	EOPS	S	Science
FA	Fine Arts	SB	Santa Barbara (Intl Students/CalWorks)
FC	Facilities	SC	Student Center (Food Court/Culinary Arts)
FD	Food Court	SH	Student Health & Wellness
FH	Field House	SL	Skills Lab
GYM	Gymnasium	SS	Social Science
		ST	Falcon Stadium
		VRC	Veterans Resource Center
		WD	Wood Manufacturing Technology
		WT	Weight Training

Mobile Concession Carts:
Cassidy's Corner
Campus Food Services

Alternate accessible format available within 5 work days of request. Contact (562) 860-2451 x2168

23 Mar 2017 TWK

Student Center



CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 6, 2019**

Agenda Item No. 29

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Clara Potes Fellow, Executive Director,
Cerritos College Foundation

PREPARED BY:

Monica Lee Copeland,
Chief Development Officer,
Cerritos College Foundation

<p>SUBJECT: Consideration of Approval of Naming of Facility - Main Men's Room in Performing Arts Building</p>

ACTION

It is recommended that the Board of Trustees approve to permanently name the main men's restroom in the lobby of the new Performing Arts building the "Jack Finnell Restroom." The naming will consist of a commemorative plaque near the entry of the restroom.

FISCAL IMPACT

Mr. Finnell made a five thousand dollar (\$5,000) gift to the Foundation for this naming opportunity in November of 2018. He previously made a first-time gift in June of 2018 for five thousand dollars (\$5,000) and is a President Circle donor. He is an active volunteer on the Finish Great Campaign Leadership Committee.

REPORT SUMMARY

Mr. John ("Jack") Finnell is currently the President and Chief Executive Officer of Growth Accelerators, LLC, Laguna, CA. Previously, he was the President and CEO of Benchmark Business Systems and Ameritech Communications, and launched two highly successful technology start-ups. Mr. Finnell ran sales operations for Gartner and Xerox. He is a retired Lieutenant in the U.S. Navy and a graduate of Yale University. Mr. Finnell became connected to the mission of Cerritos College and Cerritos College Foundation through Ms. Copeland, Chief Development Officer.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Board Policy 2900 Naming of Facilities
Administrative Procedure 2900 Naming of Facilities